

INTERGOVERNMENTAL
AGREEMENT
BETWEEN THE CITY OF PORTLAND AND THE CITY OF
WILSONVILLE FOR LOCAL IMPROVEMENT DISTRICT SERVICES

This agreement is by and between City of Wilsonville (“Agency”) and the City of Portland, Oregon (“Portland”) and is authorized by ORS 190.010 and Portland City Code 5.33.060(D).

RECITALS

- A. The goal of this Intergovernmental Agreement (“this IGA”) is to provide services for Agency by Portland.
- B. The purpose of this IGA is to detail the responsibilities, compensation and services to be provided by each party.

TERMS

1. **SCOPE OF SERVICES**

- a. Portland will provide services to Agency as described in [Portland City Code 17.08.010\(E\)](#) (“the Services”).
- b. Portland will invoice Agency for the Services in accordance with Section 4 of this IGA and the fee schedule attached hereto as Exhibit A. Portland will notify Agency of changes in Exhibit A in writing no less than sixty days’ notice before implementation.

2. **COMPENSATION**

Agency will reimburse Portland for the Services and will do so in accordance with Section 4 of this IGA.

3. **DURATION**

This IGA is effective as of the date it is signed by all parties (“the Effective Date”) and will be reviewed by both parties every year from the Effective Date to ensure all terms are still appropriate. The IGA will terminate ninety days after the final assessment of the contemplated local improvement district.

4. INVOICE AND PAYMENT PROCEDURE

Portland's Local Improvement District Administrator will submit to Agency a detailed invoice of the Services performed each calendar quarter. Portland will furnish Agency such statements or reports of expenditures as may be needed to satisfy Agency's fiscal requirements.

To initiate payment of invoices, Agency will enroll in Portland's Automated Clearing House ("ACH") Vendor Payment Program by completing Portland's ACH Vendor Authorization Form. The process for enrolling can be found on Portland's website at <https://www.portlandoregon.gov/bfrs/article/698308>.

5. EARLY TERMINATION OF AGREEMENT

- A. Portland and Agency may modify, amend, or terminate this IGA at any time by mutual written agreement.
- B. Either Portland or Agency may terminate this IGA in the event of a breach of this IGA by the other. Prior to such termination, however, the non-breaching party will give to the breaching party written notice of the breach and of the non-breaching party's intent to terminate. If the breaching party has not cured the breach within thirty days of the notice, then the non-breaching party may terminate this IGA at any time thereafter by giving a written notice of termination.
- C. Either Portland or Agency may terminate this IGA if Portland's Local Improvement District Administrator position is vacated.
- D. Either Portland or Agency may terminate this IGA for convenience on sixty days' prior written notice of intent to terminate.

6. FUNDS

Agency certifies that sufficient funds are available for the current fiscal year of this IGA and that Agency is authorized to spend funds and allocate resources to cover the costs and services associated with this IGA. Agency will use their best efforts to urge appropriation of funds to cover the costs of this IGA in the ensuing fiscal years. If funds for this IGA are not appropriated for any fiscal year, Agency will notify Portland in writing of such non-appropriation in a timely manner.

7. INDEMNIFICATION

To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, Agency will indemnify, defend, and hold Portland harmless from and against all claims arising from the Agency's performance or failure to perform under this IGA, except to the extent that such claims arise from the negligence of Portland or its employees, agents, or contractors. To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, Portland will indemnify, defend, and hold Agency harmless from and against all claims arising from Portland's performance or failure to perform under this IGA, except to the extent that such claims arise from the negligence of Agency or its employees, agents, or contractors.

CITY OF PORTLAND

CITY OF WILSONVILLE

By: _____

By: _____

Date: _____

Date: _____

APPROVED as to form:

By: _____
City Attorney's Office

By: _____
City Attorney's Office

Exhibit:

Exhibit A – Fee Schedule

Exhibit A
Fee Schedule

Hourly rate for services—\$133.75

Travel to Wilsonville—If authorized by Agency and Portland, the Agency will reimburse Portland at the IRS Standard Mileage Rates for business use.