

INTERGOVERNMENTAL AGREEMENT #0708013

For Joint Purchase of Aerial Photography Consortium Products

THIS AGREEMENT is between each of the City of Portland, a municipal corporation duly incorporated under the laws of the State of Oregon, (the "City"), and Multnomah County, a home rule county formed under the laws of the State of Oregon, (the "County") hereinafter referred to as the "Jurisdictions." This Agreement is made pursuant to ORS 190.003 to ORS 190.110, the general laws and constitution of the State of Oregon, and the laws and charters of the Jurisdictions.

Section 1. General Purposes.

The City and the County are each members of the Aerial Photography Consortium. From time to time it may be beneficial to jointly purchase products from the Aerial Photography Consortium. This Agreement provides the basis for allocating the work and costs when jointly purchasing products from the Aerial Photography Consortium.

Section 2. Definitions.

- A. "Consortium" means the Aerial Photography Consortium, of which both Jurisdictions are members.
- B. "Product" means any of the following offered by the Consortium:
 - 1. Natural color ortho-rectified digital imagery in:
 - a. Uncompressed format with varying pixel sizes or
 - b. Varying formats to include TIFF, JPEG, MrSID and others as necessary.
 - 2. Color infrared ortho-rectified imagery
 - 3. Digital terrain model
 - 4. Vector contour data set
 - 5. Other similar items of interest to Consortium members.

Section 3. Ordering Product.

- A. From time to time the Jurisdictions may decide to jointly purchase Product from the Consortium.
- B. In that case they shall agree on and designate one of themselves as the Purchaser.
- C. The Project Managers for both Jurisdictions shall sign a memorandum memorializing the designation of the Purchase; a description of the Product; and identifying a specific delivery location for the Product at the receiving Jurisdiction.
- D. The Purchaser shall arrange to purchase and shall purchase Product from the Consortium.

Section 4. Delivery of Product.

- A. Purchaser shall deliver Product to the other Jurisdiction immediately upon receipt.
- B. If Product is defective on receipt, the Product shall be returned to Purchaser who shall pursue its remedies with Consortium in order to obtain Product free of defects.

INTERGOVERNMENTAL AGREEMENT #0708013

For Joint Purchase of Aerial Photography Consortium Products

Section 5. Invoicing.

- A. After Purchaser has delivered defect-free Product, it shall invoice the other Jurisdiction.
- B. The amount of the invoice shall represent the pro rata share of the cost for the Product from the Consortium. If both Jurisdictions are purchasing identical Product, both in nature and quantity, the share shall be 50/50. If the Jurisdictions are not purchasing identical Product then the share shall be pro rata.
- C. Upon receipt of a proper invoice for the agreed Product, the non-Purchaser shall promptly pay the invoice.

Section 6. Effective Date.

This Agreement shall become effective upon the date signed by the last Jurisdiction.

Section 7. Duration and Termination.

- A. Duration. The duration of this Agreement is perpetual, subject to termination as provided below.
- B. Termination. Either Jurisdiction may terminate this Agreement by providing not less than 60 days prior notice. If, at the time of termination, there is an unfilled Order for Product, the Order shall be filled and paid for in accordance with this Agreement, unless the Jurisdictions agree on another result.

Section 8. General Terms.

- A. This Is The Entire Agreement. This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
- B. Severability. The terms of this Agreement are severable and a determination by any Court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.
- C. Interpretation. The terms and provisions of this Agreement shall be liberally construed in accordance with its general purposes.
- D. Amendments. The terms of this Agreement shall not be amended without the written authorization of the governing bodies of all Jurisdictions.
- E. Indemnification. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the City of Portland from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City of Portland shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of the City of Portland, its officers, employees and agents in the performance of this agreement.
- F. Adherence To Law. Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

INTERGOVERNMENTAL AGREEMENT #0708013

For Joint Purchase of Aerial Photography Consortium Products

- G. Non-Discrimination. Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
- H. Access To Records. Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
- I. Subcontracts And Assignment. Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

APPROVED AND EXECUTED by the appropriate officers duly authorized to execute this Agreement on behalf of the governing body of each Jurisdiction.

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND, OREGON

By Ted Wheeler / [Signature]
Title: Multnomah County Chair

By _____
Title: _____

Date: 5/8/07

Date: _____

Reviewed:

Approved as to Form:

By: MR 4/24/07
Matthew O. Ryan
Assistant County Attorney

By _____
City Attorney