

## INTERGOVERNMENTAL AGREEMENT

Contract Number [Enter Contract Number]

This Intergovernmental Agreement (this "Agreement") is authorized by ORS 190.010 and is made and entered into as of \_\_\_\_\_ (the "Effective Date") by and among Multnomah County (the "County"), a home rule county of the State of Oregon; the City of Fairview ("Fairview"), an Oregon municipal corporation; the City of Troutdale ("Troutdale" and with Fairview, the "Cities"), an Oregon municipal corporation; and the Port of Portland (the "Port"), a port district of the state of Oregon (collectively, the "Parties," and each individually a "Party").

### RECITALS

- A. The Parties, together with others, have entered into that certain Intergovernmental Agreement for Levee Analysis Cost-Sharing Phase II (the "IFA IGA") and that certain Intergovernmental Agreement for Cost-Sharing of Levee Ready Columbia Expenses Not Covered by IFA Loans (the "FY16 IGA"), which are attached as Exhibit A and Exhibit B, respectively, and pertain to the Levee Ready Columbia project, and are incorporated herein by reference.
- B. As set forth in further detail in Exhibits A and B to this Agreement, the Levee Ready Columbia project has been commenced to ensure continuing certification and accreditation of the Columbia River levee and drainage facilities operated by Multnomah County Drainage District No. 1, Peninsula No. 1 Drainage District, Peninsula No. 2 Drainage District, Sandy Drainage Improvement Company, and Sauvie Island Drainage Improvement Company (the "System").
- C. Properties located within a flood zone that is protected by a non-accredited levee system lose access to the lower flood insurance rates offered through FEMA's NFIP. Without adequate flood insurance, those properties cannot access loans issued by federal agencies (e.g., Federal Housing Administration and Small Business Administration) and loans backed by the federal government (e.g., Veterans Administration, Fannie Mae, and Freddie Mac).
- D. The parties to the agreements in Exhibits A and B to this Agreement have joined together to ensure the continuance of the required certification and accreditation by engaging in preliminary and limited agreements with respect to the sharing of workload and financial burden. As indicated by these agreements, the Levee Ready Columbia project has been proceeding in a collaborative manner and it behooves all parties to the project to further engage the Cities in the project to an extent that is fair and within their capacities.
- E. It is in the interest of County and its constituents, and the other parties to the project, for the County and the Port to further engage the Cities in the project by assisting the Cities in performing certain of their obligations under the agreements in Exhibits A and B to this Agreement in a manner commensurate with the Cities' capacities.

### TERMS

The Parties agree as follows:

- 1. **CONDITION PRECEDENT.** No term of agreement herein is enforceable against any Party until after such time as the County receives a fully and duly-executed copy of the IFA IGA and the FY16 IGA. The condition precedent set forth in this paragraph may be referred to as the "Execution Contingency".
- 2. **RECITALS.** The Recitals to this Agreement are incorporated into and constitute a part of the terms of this Agreement.
- 3. **IFA IGA OBLIGATIONS.** Subject to the terms and conditions of this Agreement:

- a. With respect to that certain Principal Responsibility of Fairview set forth in the IFA IGA in the amount of \$123,908.00, County hereby assumes a portion of such Principal Responsibility in the amount of \$61,954.00 (the "Fairview IFA Amount") under the same terms assigned to Fairview under the IFA IGA for such Fairview IFA Amount.
  - b. With respect to that certain Principal Responsibility of Troutdale set forth in the IFA IGA in the amount of \$224,278.00, County hereby assumes a portion of such Principal Responsibility in the amount of \$112,139.00 (the "Troutdale IFA Amount") under the same terms assigned to Troutdale under the IFA IGA for such Troutdale IFA Amount.
4. **FY16 IGA OBLIGATIONS.** Subject to the terms and conditions of this Agreement:
  - a. With respect to that certain Cash Expenses Responsibility of Fairview set forth in the FY16 IGA in the amount of \$7,098.00, County hereby assumes a portion of such Cash Expenses Responsibility in the amount of \$3,549.00 under the same terms assigned to Fairview under the FY16 IGA for such amount.
  - b. With respect to that certain Cash Expenses Responsibility of Fairview set forth in the FY16 IGA in the amount of \$7,098.00, Port hereby assumes that portion of such Cash Expenses Responsibility not assumed by the County in the amount of \$3,549.00 under the same terms assigned to Fairview under the FY16 IGA for such amount.
  - c. With respect to that certain Cash Expenses Responsibility of Troutdale set forth in the FY16 IGA in the amount of \$13,426.00, County hereby assumes a portion of such Cash Expenses Responsibility in the amount of \$6,713.00 under the same terms assigned to Troutdale under the FY16 IGA for such amount.
  - d. With respect to that certain Cash Expenses Responsibility of Troutdale set forth in the FY16 IGA in the amount of \$13,426.00, Port hereby assumes that portion of such Cash Expenses Responsibility not assumed by the County in the amount of \$6,713.00 under the same terms assigned to Troutdale under the FY16 IGA for such amount.
5. **EFFECTUATION.** No later than fifteen (15) days following the satisfaction of the Execution Contingency and the County's receipt of this Agreement signed by duly authorized representatives of the Parties hereto:
  - a. County shall effectuate the partial relief set forth in Section 2 of this Agreement by treating the Fairview IFA Amount and the Troutdale IFA Amount as Prepayments received by the County from Fairview and Troutdale, respectively, under the IFA IGA as of the Effective Date or the date when the Execution Contingency has been satisfied, whichever is later.
  - b. County shall provide notice to Multnomah County Drainage District #1, pursuant to the FY16 IGA, of the assignment and assumption of the obligations set forth in Section 3 of this Agreement.
6. **EARLY TERMINATION.** In the event the Execution Contingency has not been satisfied within sixty (60) days of the Effective Date, County or Port may terminate this Agreement by providing thirty (30) days written notice to the Parties to this Agreement. Upon termination of this Agreement, the Parties shall have no further rights or obligations under this Agreement, provided that Section 6 shall survive termination of this Agreement.
7. **TERMINATION.** This Agreement may be terminated only by the County, only after (a) the Parties have paid the County their proportional shares of the principal and interest assigned to each of them in the IFA IGA; and (b) the Loan Portion set forth in the IFA IGA has been fully repaid.

8. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, each Party shall indemnify, defend and hold harmless the other Parties from and against all liability, loss and costs arising out of or resulting from the acts of such party, its officers, employees and agents in the performance of this Agreement.
9. **INSURANCE.** Each Party shall be responsible for providing worker's compensation insurance as required by law. No Party shall be required to provide or show proof to any other Party of any other insurance coverage.
10. **ADHERENCE TO LAW.** Each Party shall comply with all federal, state and local laws and ordinances applicable to this Agreement. The laws of the State of Oregon will govern this Agreement and the Parties will submit to the jurisdiction of the courts of the State of Oregon.
11. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil prights and rehabilitation statutes and local non-discrimination ordinances.
12. **SUBCONTRACTS AND ASSIGNMENT.** NO Party will subcontract or assign any part of this Agreement without the prior written consent of all other Parties to this Agreement.
13. **MERGER.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior oral or written agreements or representations relating to the matters discussed herein. No waiver, consent, modification, or change of terms of this Agreement will bind the Parties unless in writing and signed by each Party.
14. **AMENDMENT.** This Agreement may be amended at any time upon the written consent of all Parties.

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15. **NOTICES.** Any notice provided for under this Agreement shall be in writing and deemed delivered five days after mailing, postage prepaid and properly addressed to the party to be notified. Unless a party changes its address by giving notice to the other party as provided herein, notices shall be addressed as follows

If to Fairview:  
City of Fairview  
1300 NE Village Street  
Fairview, OR 97024  
Attn: City Manager

If to Troutdale:  
City of Troutdale  
219 E. Historic Columbia River Hwy.  
Troutdale, OR 97060  
Attn: City Manager

If to Port:  
The Port of Portland  
P.O. Box 3529  
Portland, OR 97208  
Attn: Director, Environmental  
Operations and Policy

If to County:  
Multnomah County  
501 SE Hawthorne Blvd., Suite 531  
Portland, OR 97214  
Attn: Economic Development Director

**CITY OF FAIRVIEW, OREGON:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Approved  
as to form by: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF TROUTDALE, OREGON:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Approved  
as to form by: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE PORT OF PORTLAND:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Approved  
as to form by: \_\_\_\_\_  
Date: \_\_\_\_\_

**MULTNOMAH COUNTY, OREGON:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Approved  
as to form by: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Exhibit A**

### Intergovernmental Agreement for Levee Analysis Cost-Sharing Phase II

## **Exhibit B**

Intergovernmental Agreement  
for  
Cost-Sharing of Levee Ready Columbia Expenses  
Not Covered by IFA Loans