

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT dated August 1, 2004 is between the State of Oregon acting by and through its Department of Administrative Services, Publishing & Distribution, hereafter called "State", and City of Portland, acting by and through its Printing and Distribution, hereafter called "Contractor".

WHEREAS, in accordance with and pursuant to the provisions of ORS 282.020 and 282.050(2), the State Printer shall control and manage the state printing section and all state printing, and the Oregon Department of Administrative Services shall control and regulate the performance and production of all multiple duplication work required by state agencies and the purchase and use of multiple duplication work requested by state agencies.

WHEREAS, when an agreement under ORS 190.010 has been entered into, the unit of local government designated therein to perform specified functions or activities is vested with all powers, rights and duties relating to those functions and activities that are vested by law in each separate party to the agreement, its officers and agencies.

WHEREAS, pursuant to ORS 190.210, Oregon Department of Administrative Services, in meeting this need for intergovernmental cooperation, shall maintain liaison with the various local governmental agencies which provide services to the state agencies and may participate in the joint deliberations of the local governments in developing plans for services which are supported or utilized by these state agencies.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

### 1. Agreement

This Agreement consists of the following documents which are listed in descending order of precedence: this Agreement less all exhibits, Exhibit B, Exhibit C and Exhibit A [the Print Services Terms and Conditions Agreement (effective December 1, 1994) ("Terms and Conditions")]. All attached Exhibits are hereby incorporated by reference.

### 2. Term

This Agreement shall be in effect from August 1, 2004 through July 31, 2009.

### 3. Statement of Work

The Contractor agrees to furnish direct image (quick copy) and color copy work for the State of Oregon agencies ("State Agencies") in the Portland area as specified in Statement of Work in Exhibit B attached hereto. When making purchase(s) under this Agreement, a State Agency may be referred to as "Purchasing Agency."

#### 4. Consideration

A Purchasing Agency agrees to pay the Contractor for performance of work done pursuant to Purchase Documents issued by it under this Agreement in accordance with Exhibit C which is attached hereto.

#### 5. Ordering

A Purchasing Agency shall order directly from Contractor by using either the standard State purchase document entitled "Blanket Purchase Order" ("BPO") or its own purchasing order documents (the BPO and the purchasing order documents are collectively and individually referred to as "Purchase Document"). Contractor shall invoice the Purchasing Agency as instructed on the Purchase Document. If a Purchasing Agency uses a Purchase Document other than a BPO, the mandatory language set forth below must be included on the Purchase Document:

"THIS PURCHASE ORDER IS PLACED UNDER STATE OF OREGON SOLICITATION OR CONTRACT # \_\_\_\_\_. THE TERMS AND CONDITIONS OF SAID SOLICITATION OR CONTRACT APPLY TO THIS PURCHASE ORDER AND TAKE PRECEDENCE OVER ALL OTHER TERMS AND CONDITIONS, EXPRESS OR IMPLIED."

#### 6. Compliance with Laws.

Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. The provisions required by ORS 279.312, 279.314, 279.316, 279.320, and 279.555 to be in a public contract are incorporated by reference herein.

#### 7. Retention of Records and Reports

Contractor shall retain and keep accessible all fiscal records, books, documents, papers, plans, and writings related to this Agreement for a minimum of two (2) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

#### 8. Termination

This Agreement may be terminated by mutual written consent of both parties. This Agreement may also be terminated in whole or in part by State (i) immediately upon written notice by State if a State Agency(ies) fails to receive funding, or appropriations, limitations or

other expenditure authority at levels sufficient to pay for Contractor's work, (ii) upon thirty (30) days written notice, or (iii) upon ten (10) days written notice for non-performance. Contractor may terminate this Agreement in whole or in part (i) upon ten (10) days written notice for non-performance by the State, or (ii) upon thirty (30) days' written notice without cause.

Prior to any termination, the party seeking the termination shall give to the other party written notice, as provided above, of the breach and of the party's intent to terminate. If the notified party has not entirely cured the breach within the time period provided above, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

Upon receiving a notice of termination of this Agreement, Contractor shall immediately cease all activities under this Agreement, unless State expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Contractor shall deliver to the Purchasing Agency all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon Purchasing Agency's request, Contractor shall surrender to anyone Purchasing Agency designates, all documents, research or objects or other tangible things needed to complete the work. Upon termination of this Agreement, a Purchasing Agency shall immediately pay Contractor for the work ordered by that Purchasing Agency which is completed and accepted by that Purchasing Agency, less previous amounts paid by that Purchasing Agency and any claims which that Purchasing Agency has against Contractor. If previous amounts paid to Contractor by the Purchasing Agency exceed the amount due to Contractor from that Purchasing Agency under this Section, Contractor shall pay any excess to that Purchasing Agency upon demand.

#### 9. Notice.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or State at the address or number set forth below:

State: DAS Publishing and Distribution  
550 Airport Road SE  
Salem, Oregon 97310

Contractor: Portland P&D Manager  
124 S.W. Madison  
Portland, Oregon 97204

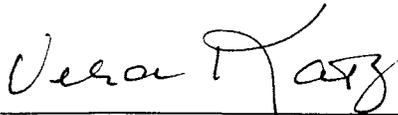
or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 9. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

10. Integration; Modification; Waiver and Consent

This Agreement and the attached Exhibits contains the entire agreement between the State and the Contractor on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary State and Contractor approvals have been obtained. No waiver or consent shall be effective unless signed by the party against whom the waiver or consent is asserted, and such waiver or consent is only effective in the specific instance and for the specific purpose given.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the date above written.

City of Portland:



Signature

MAYOR

Title

9/2/04

Date

State of Oregon, acting by and through its Department of Administrative Services:



Signature

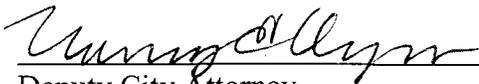
Deputy State CIO

Title

7/12/04

Date

Approved as to Form:

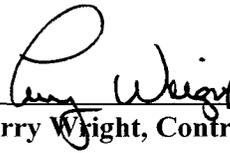


Deputy City Attorney

8-12-04

Date

DAS/OBA:



Larry Wright, Contract Manager

7/23/04

Date

BY   
AUDITOR

Exhibit A

## **State of Oregon Print/Mail Services Standard Terms & Conditions**

**1. Definitions:** "Contract" means the entire written agreement between the parties; including, but not limited to the agreement to which these Terms and Conditions are attached; these Terms and Conditions; any Exhibits; contract amendments, if any; and any Purchase Document.

"Contractor" means a person or organization with whom the State of Oregon has contracted for the purchase of goods and/or services. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS chapter 72) are synonymous; "ORS" means the Oregon Revised Statutes;

"DAS Printing" means Department of Administrative Services, Publishing & Distribution Services.

"Purchasing Agency" means the State Agency making a purchase under the Contract and is synonymous with "Buyer" as used in ORS chapter 12.

"State" means the State of Oregon acting by and through its Department of Administrative Services, Publishing & Distribution Services.

Capitalized terms used in these Terms and Conditions and not otherwise defined shall have the meanings assigned to them elsewhere in the Contract.

**2. Standard and Special Terms and Conditions:** The terms and conditions on these pages apply to all State of Oregon Print/Mail Services bids and contracts. In addition, the Oregon Revised Statutes, the DAS administrative rules, and the Attorney General's Model Public Contract Rules are incorporated and apply to all bids and contracts as if printed below.

**3. Adherence to Specifications:** Contractor hereby certifies (i) that the Contractor accepts and agrees to be bound by the standard, plus any special, terms and conditions and (ii) that the materials, products, services or items offered meet all specification requirements and are equal in quality, value and performance with any specified brand or trade name. State requires compliance with all terms and conditions and shall hold the Contractor to each and every part of the specifications. Contractor acknowledges having reviewed the specifications and thoroughly understands the work to be performed.

**4. Silence of Specification:** The apparent silence of specification(s) or omission of specifications as to any detail shall mean that only first quality materials and workmanship are to be used.

**5. Exact Quantities:** Quantities stated in Purchase Documents are the exact quantities desired due to a Purchasing Agency budget limitations. Underruns and overruns may not be accepted, as determined by Purchasing Agency in its sole discretion.

**6. Brand Names:** Any brand names or trade names used herein are for the purpose of describing and establishing standards of quality, performance and characteristics desired. Contractor may with prior State approval substitute products substantially equivalent to those specified unless the Contract expressly provides that only a particular brand or product is acceptable. All proposed brand and product substitutions shall be subject to the State's approval.

**7. Recycled Paper:** Contractor shall use recycled paper when available that meets all specifications. Contractor must comply with ORS 279.545 and provide certification of recycled content.

**8. Taxes:** The State will not be responsible for any taxes or assessments applicable to this Contract, whether such taxes or assessments are imposed by federal, state or local governments. It is agreed that the Contractor has anticipated such taxes and assessments, if any, and included them in its pricing.

**9. In-State Performance of Work; Foreign Contractor:** All printing, binding, and stationery work must be performed within Oregon, except as otherwise allowed in ORS 282.210(2). If any such work is legally performed outside of Oregon, it must be performed under conditions of labor and employment that substantially conform to the laws of this state with respect to hours of labor, the minimum wage scale for women and minors, and the rules and regulations promulgated by the Oregon Wage and Hour Division regarding conditions of employment, hours of labor and minimum wages.

**10. Independent Contractor Status:** The service or services to be rendered under the Contract are those of an independent contractor. Contractor is not an officer, employee or agent of the State as those terms are used in ORS 30.265.

**11. Workers' Compensation:** The Contractor, its subcontractors, if any, and all employers providing work, labor or materials are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers.

**12. Safety and Health Requirements:** Goods and services provided under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA)

requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division.

**13. Delivery; Failure to Meet Delivery Schedule:** All deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to the Purchasing Agency except as to latent defects. The Contractor must deliver by the date stated in the Purchase Document; failing to meet the delivery schedule is a breach of contract.

**14. Proper Product Performance:** It is the responsibility of the Contractor to ensure through visits to and consultation with DAS Printing and the Purchasing Agency that the materials, products, services and items supplied under the Contract will perform satisfactorily.

**15. Additional Charges/Changes:** If a change is requested which affects the price, specifications, or the delivery schedule for a Purchase Document, the Contractor must send a written change order request to DAS Printing and the Purchasing Agency prior to proceeding with the change. The change order request must include the reason for the change, the name of DAS Printing or Purchasing Agency employee tentatively authorizing the change, the cost of the changes, and the proposed new total price, and any impact on the delivery schedule. DAS Printing and/or the Purchasing Agency may request additional information concerning the change order request. If this process is not followed, neither DAS Printing nor the Purchasing Agency will be responsible for (i) any additional Contractor costs and (ii) any impact on the delivery schedule.

**16. Inspections:** Goods furnished shall be subject to inspection and test by the Purchasing Agency at times and place determined by the Purchasing Agency. If the Purchasing Agency finds goods furnished to be incomplete or not in compliance with specifications, the Purchasing Agency may reject the goods and require the Contractor to either correct them without charge or deliver them at a reduced price, whichever is equitable under the circumstances as determined by the State. If Contractor is unable or refuses to cure any defects within 24 hours of notification that the job is being rejected, the Purchasing Agency may reject the goods and cancel the Purchase Document, and/or the State may cancel the Contract in whole or in part in accordance with Section 8 of the Agreement. Subject to the "Quality" section of Exhibit B, Statement of Work, nothing in this paragraph shall in any way affect or limit the Purchasing Agency's right as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

**17. Cancellation of Purchase Document:** The Purchasing Agency may cancel an order under a Purchase Document for goods and/or services at any time with written notice to the Contractor, stating the extent and effective date of cancellation. Upon receipt of this written notice, Contractor shall stop performance as directed by the Purchasing

Agency on that Purchase Document. Contractor shall be paid for services completed and accepted in accordance with Section 8 of the Agreement.

**18. Severability:** If any provision of the Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

**19. Negatives:** All negatives in complete flats shall remain the state property and be delivered to DAS Printing immediately upon Contract completion, unless otherwise stated. All returns (proofs, samples, or negatives) must be identified with Purchase Document number and Purchasing Agency name. All art, paste-ups, copy and photographs shall remain the property of the Purchasing Agency and, unless otherwise stated, shall be returned to the Purchasing Agency upon Contract completion.

**20. Cash Discounts:** If a Purchasing Agency is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

**20. Payment:** Payment for completion of State contracts is normally made within 30 days following the date the entire order is delivered or the date the invoice is received, whichever is later. After 45 days, Contractor may assess overdue accounts charges up to a maximum rate of two-thirds of one percent per month (8% APR) on the outstanding balance (ORS 293.462).

**21. Force Majeure:** Neither party to the Contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond the party's reasonable control. The State may terminate the Contract upon written notice after determining such delay or default will reasonably prevent successful performance of this Contract.

**22. Hold Harmless:** To the extent permitted by Oregon law, Contractor shall indemnify, defend and hold harmless the State and its divisions, officers, employees, agents and members, from all claims, suits or actions of any nature arising out of or related to the activities of Contractor, its officers, subcontractors, agents or employees under this contract.

To the extent permitted by Article XI, section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, the appropriate Purchasing Agency shall indemnify, within the limits of the Tort Claims Act, Contractor against liability for damage to life or property arising from the Purchasing Agency's activity under this Agreement, provided the Purchasing Agency shall not be required to indemnify Contractor for any such liability arising out of the negligent or wrongful acts of Contractor or the employees or agents of Contractor.

**23. Access to Records:** The Contractor shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles and shall maintain any other records relating to the Contract in such a manner as to clearly document Contractor's performance hereunder. The State and its agencies, the Secretary of State Audits Division, the federal government and their duly authorized representatives shall have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to the Contract to perform examination and audits and to make excerpts and transcripts.

**24. Governing Law; Jurisdiction; Venue:** The Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws, rules or doctrines.

Exhibit B

**STATEMENT OF WORK**

Furnish direct image (quick copy) and color copy work  
for Purchasing Agencies

General

The work performed under this Agreement will be to support Purchasing Agencies directly.

Current Work Specifications

- **Style:** Various
- **Size:** 8-1/2" x 11", 8-1/2" x 14" or 11" x 17"
- **Pages:** Can be printed one or two sides
- **Stock:** The following papers must be available upon request:  
8-1/2" x 11" , 8-1/2" x 14" - 20 pound #4 bond - white, blue, buff, canary, pink, goldenrod, green, salmon, grey, and ivory.  
8-1/2" x 11", 8-1/2" x 14", 11" x 17" - White 20 pound bond for color copies  
11" x 17" - White 20 pound #4 bond  
8-1/2" x 11" - Cover or equivalent. Vendor must supply paper samples available.  
White, letter size, pre-cut tabbed dividers, 1/5th cut
- **Ink:** Direct image work: All work is to be printed in black ink or toner.  
Color copies: Colored ink toner.
- **Composition:** Copy is prepared by Purchasing Agency, utilizing typewriter, computer generated copy, cut and paste pages, or previously printed documents, and is submitted in camera ready form. Originals are submitted in single sheets, free of staples. In the case of previously printed documents, camera ready copy may be on both sides of the sheet. Page sequence may be indicated with blue non-producible pencil. Copy may be printed on one or two sides. Copy may also be submitted as electronic files.
- **Quantity:** There is no minimum or maximum quantity per original. Total impressions must not exceed 5,000 impressions (2,500 sheets) for single sheet or 30,000 impressions (15,000 sheets) for multiple sheets. Orders over the maximum impressions should be referred back to the Purchasing Agencies to submit printing order to the Department of Administrative Services, Publishing & Distribution ("DAS Printing").
- **Other:**

Drilling: Order may require two hole drilling (5/16" holes, 2-3/4" center to center) or three hole drilling (5/16" holes, 4-1/4" center to center)

Collating: Collating may be requested. Hand collating jobs with more than three different types/colors of stock or more than one size of stock shall be charged at an hourly rate.

Stapling: Single stapling upper left on maximum of 70 sheets including cover; if over 70 sheets, off line stapling shall be charged at an hourly rate for hand work.

Folding: Purchasing Agency may request the Contractor to fold sheets into one or two parallel or accordion folds. If multiple sheets are to be folded, an hourly charge for hand work shall be applied.

Padding: Purchasing Agency may request the Contractor to pad a specific amount of sheets to a piece of chipboard. Padded on one end.

Tabbed Dividers: Purchasing Agency may request printing of 1/5 cut, letter size tabbed dividers. If such printing is requested, camera ready copy shall be supplied. No mylar reinforcing. Shall be three hole drilled by Contractor.

- **Binding**: GBC binding and plasticcoil binding may be required. Contractor shall have the colors white, blue and black and the sizes 1/4" to 2" combs in stock and available to the Purchasing Agencies at all times. If other colors are available at no additional charge, please state colors that will be offered in addition to white, blue and black:

None

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- **Trimming**: Contractor may be required to trim sheets to a smaller size.
- **Package**: Orders shall be carton packed, boxed, shrink wrapped or kraft wrapped by the Contractor as appropriate for the size of the order. If specific number of items are to be shrink wrapped, these packages shall be charged on a per hour basis.
- **Confidentiality**: Originals may be of confidential nature. In such cases, the Contractor shall be advised of the confidentiality and the Contractor shall protect the documents as required by the law. All paper waste and overruns shall be returned by the Contractor to the Purchasing Agency with the order.
- **Method of Ordering**: The Purchasing Agencies shall pay from itemized invoices that include the copy center work order number, work order title, Purchasing Agency number, account number, sheet count, and price. Approximately every four weeks, invoices shall be issued by the Contractor. A summary of work shall be sent to DAS Printing each billing period, and shall include the Purchasing Agency, work order number and price.
- **Delivery**: Orders of total impressions under 5,000 shall be delivered by the Contractor no later than 24 hours after receipt of copy; over 5,000 total impressions no later than 48 hours. Purchasing Agencies may also deliver and pick-up copy directly from Contractor. If a particular job includes special handing, such as tabbed dividers, folding, plastic binding,

special request shrink wrapping, padding, trimming or any job requiring hand work, the Contractor shall be given an additional 24 hours to deliver the job.

- **Quality:** The Contractor shall be required to furnish printing quality to meet accepted standards of medium quality black and white printing as defined in the Franklin Offset Catalogue. There shall be no quality loss during reproduction of the job. Quality shall be as good as or better than the originals provided by the Purchasing Agency. Quality shall be consistent throughout.
- **Pick up locations:** Contractor shall make two daily stops (one in the morning and one in the afternoon) to: Oregon Liquor Control Commission, 9079 SE McLoughlin Blvd; Portland State Office Building, 800 NE Oregon; and Portland State University, 1633 SW Park. Remaining state offices in the Portland area shall be on an on-call basis and the Contractor shall be required to pick-up order from the Purchasing Agency's location. This order shall be picked-up no later than the next scheduled pick-up/delivery stop. After the schedule has been approved by DAS Printing, the Contractor shall not change these times without prior approval by DAS Printing. The schedule of pick-up/delivery stops is subject to change by DAS Printing with a fourteen calendar day written notification and upon agreement with Contractor.

Note: There are several agencies/offices located in the Portland State Office Building and on the Portland State University campus. Although the Contractor will be picking-up orders from one location designated for the Portland State Office Building and for the Portland State University campus, Contractor shall be required to deliver finished jobs to each of the Purchasing Agency's offices or location designated by the Purchasing Agency.

- **Charges:** Charges shall be FOB destination with all transportation and handling charges, including but not limited to, inside delivery to each Purchasing Agency's office, paid by the Contractor. The Purchasing Agency shall sign a receipt or delivery log acknowledging delivery of an order. Responsibility and risk of loss shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the Purchasing Agency, except as to latent defects. The Purchasing Agency shall always receive the lowest per unit charges offered by Contractor. Changes to the charges listed in Exhibit C are subject to change only with a thirty calendar day written notification and upon agreement with DAS Printing. Charges are listed in Exhibit C.

Exhibit C

PORTLAND P&D  
STATE CONTRACT PRICING - AS OF JULY 2004

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT COST</u>
A. COPYING-8.5X11	SHEET	0.0220
WHITE 20#	SHEET	0.0060
COLORED 20#	SHEET	0.0090
DRILL		
COPYING-8.5X14	SHEET	0.0240
WHITE 20#	SHEET	0.0100
COLORED 20#	SHEET	0.0120
ITEM TOTAL		
B. COPYING-11X17	SHEET	0.0620
WHITE 20#	SHEET	0.0140
DRILL		
ITEM TOTAL		
C. COPYING-8.5X11	SHEET	0.0220
COVER 65#	SHEET	0.0500
DRILL		
ITEM TOTAL		
D. COLOR COPIES-8.5X11	IMP	0.6000
E. COLOR COPIES-8.5X14	IMP	0.6000
F. COLOR COPIES-11X17	IMP	1.2000
G. BLANK SIDES CHARGE	IMP	
H. DRILL-2 HOLE	LIFT	0.6200
I. FOLD SETUP	EA	5.7500
I2. FOLD	SHEET	0.0100
J. PAD	SHEET	0.0027
K. PLASTIC BIND	BOOK	0.3500
L. TRIM (CUT)	LIFT	0.5200
M. TABS-5TH CUT	BANK	1.0000
N. SHRINK WRAP	PKG	0.6000
O. HOURLY RATE	HOUR	51.7300

ORDINANCE No. 178690

\* Contract with the State of Oregon, Department of Administrative Services, Publishing and Distribution, for quick copy work. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. That local agencies of the State of Oregon have copy center and other basic reprographic requirements that are similar to the City of Portland's.
2. The Office of Management and Finance, Bureau of General Services, Portland Printing and Distribution Division currently provides these services to all City Bureaus, Portland area agencies of the State of Oregon, Multnomah County and other local governmental agencies.
3. That the State of Oregon, Department of Administrative Services, Publishing and Distribution, has determined the City to be the best choice available based upon price and service.
4. The City has been providing services for several years with a signed agreement and has determined that this Intergovernmental Agreement between the State and the City will benefit both parties.
5. The City has the physical capacity to absorb anticipated volumes so that there will be no negative impact on the City service levels.
6. The additional volume generated under this IGA, will help utilize equipment more efficiently and allow the City to continue investing in the newest, most technological advanced equipment.

NOW, THEREFORE, the Council directs:

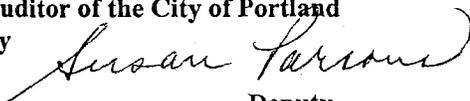
- a. The Commissioner of Finance and Administration and the City Auditor are authorized to execute an Intergovernmental Agreement, with the State of Oregon, Department of Administrative Services, Publishing and Distribution for quick copy services for all State agencies.

Section 2. The Council declares that an emergency exists because a delay will adversely affect the business relationship that has developed between State of Oregon and the City of Portland; therefore, this ordinance shall be in force and effect from and after its passage by the Council.

Passed by Council,  
Commissioner Katz  
Matthew Spitulski  
16 August 2004

AUG 25 2004

GARY BLACKMER  
Auditor of the City of Portland  
By

  
Deputy