

Transportation & Parking Services

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Portland State
UNIVERSITY

PSU Contract # 17616

Intergovernmental Agreement for Parking Services

City of Portland Contract No.: 30002075

This Intergovernmental Agreement (IGA) for the use of parking spaces, parking permits, and access cards is effective on the last date of signature below, and is by and between the **City of Portland, Bureau of Development Services ("BDS")** and the **State of Oregon, acting by and through the State Board of Higher Education, on behalf of Portland State University and its Transportation & Parking Services Department (collectively "PSU")**. PSU and BDS are collectively referred to as "Parties".

In exchange for their mutual promises, as well as other good and valuable consideration, the Parties agree to the following terms and conditions:

1. Parking spaces on PSU parking facilities are available, with valid permit, on a first-come first-served basis. PSU may assign reserved parking permits for reserved parking.
2. PSU will issue parking citations to vehicles parked illegally in PSU parking facilities. BDS employees who hold reserved parking permits should contact PSU if a vehicle is illegally parked in a reserved parking space. Upon such notice, PSU will direct the BDS employee to park in a vacant parking space and cite the illegally parked vehicle.
3. BDS understands that vehicles parked in PSU facilities must park within parking space lines and visibly display the parking permit. Failure to visibly display a parking permit may result in the issuance of a separate parking citation for each day the parking permit is not displayed.
4. BDS understands that, by parking a vehicle in a PSU parking facility, it is subject to parking citations issued by PSU parking enforcement staff and that the vehicle may be immobilized or towed for violations listed in OAR 577-070-0005 through 577-070-0050.
5. To the extent allowed by law, PSU is not responsible for any loss or damage to vehicles or personal property in PSU parking facilities including, but not limited to, theft or damage caused by other persons, fire, or other causes.
6. To the extent allowed by law, drivers of vehicles shall be responsible for damage or injury caused by hitting other vehicles or PSU property such as posts, kiosks and walls.
7. BDS agrees to pay PSU a monthly charge designated below, not later than the 5th day of each calendar month, for each permit issued to BDS. All past due amounts owed by BDS shall accrue interest at the rate of 1.5% per month from the date such amounts became due, or the maximum rate allowed by law, whichever is lesser.

Payment should be made to:
Accounting Office
Transportation & Parking Services at PSU
P.O. Box 751
Portland, OR 97207

8. Monthly payments must be made in full unless parking permit(s) are returned no later than the 20th of the month. Monthly rates for returned permits will be pro-rated if returned on or before the 20th of the month.
9. BDS understands that parking permit(s) will be terminated if payment is not made by the last business day of the month. Terminated parking permits must be returned to PSU. Any vehicle displaying an unpaid parking permit is subject to being immobilized or towed.
10. PSU may terminate this IGA at any time with written notice of at least 30 days to BDS. BDS may terminate this IGA at any time by returning all issued parking permits to PSU. BDS will be eligible for a credit if parking permits are returned on or before the 20th of the month.
11. Liability. The parties acknowledge and agree that each of them shall be responsible only for the acts of their own officers, agents, employees and representatives.
12. No Third Party Beneficiary. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
13. Merger Clause. This IGA constitutes the entire agreement between the Parties. No waiver, consent, modification or change of terms of this IGA shall bind either Party. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

PSU: State of Oregon, acting by and through the State Board of Higher Education, on behalf of Portland State University

PSU's Representative: Sarah Renkens Phone #: 503.725.4412

IGA Term: July 1, 2011 to June 30, 2012 Monthly Rate: \$150/permit

Number of Parking Permits: Maximum of 110

BDS: City of Portland, Bureau of Development Services; 1900 SW 4th Avenue, Suite 5000, Portland, OR 97201

BDS' Representative: Denise Kleim, Senior Business Operations Manager
Phone #: 503.823.7338

CITY OF PORTLAND

APPROVED AS TO FORM

By: _____
City Attorney Date

By: _____
Commissioner-in-Charge Date

STATE OF OREGON, ACTING BY AND
THROUGH THE STATE BOARD OF HIGHER
EDUCATION ON BEHALF OF PORTLAND
STATE UNIVERSITY

By: Sarah Renkens 6/16/11
Sarah Renkens, Manager Date
Transportation & Parking Services

By: Stacy L. Balenger 05/16/11
Contracts Officer Date