

Transportation & Parking Services

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psupark@pdx.edu
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Intergovernmental Agreement for Parking Services

City of Portland Contract No.: 30006334

Portland State University Contract No. 559006

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, acting by and through its Bureau of Development Services (COP)**, and **Portland State University and its Transportation & Parking Services Department (collectively "PSU")**. PSU and COP are collectively referred to as the "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 provide a system for validated hourly and daily parking for guests of City of Portland.
3. PSU will issue parking citations to vehicles parked illegally in PSU parking facilities. COP 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 COP employee to park in a vacant parking space and cite the illegally parked vehicle.
4. COP 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.
5. COP 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 PSU Standards 577-070-0005 through 577-070-0050, as permitted under ORS 352.118.
6. 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.
7. 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.
8. COP agrees to pay PSU a monthly charge designated below for each permit issued to COP and all guest parking validations for the previous month within 30 days from the receipt of invoice. All past due amounts owed by COP 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. COP may choose to pay the full annual amount of this IGA, less a 3% discount, if paid within 30 days of execution of this IGA.

Payment should be made to:
Transportation & Parking Services at PSU
P.O. Box 751

Portland, OR 97207

9. 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.
10. COP 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.
11. PSU may terminate this IGA at any time with written notice of at least 30 days to COP. COP may terminate their involvement with this IGA at any time by returning all issued parking permits to PSU. COP will be eligible for a credit if parking permits are returned on or before the 20th of the month.
12. **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 acting within the scope of their employment.
13. **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.
14. **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: Portland State University
 PSU's Representative: Ian Stude, Director of Transportation & Parking Services
 Phone #: 503.725.9015

IGA Term for COP: July 1, 2018 to June 30, 2019
 Number of Non-Reserved Parking Permits: Maximum of 126
 Monthly Rate July 1, 2018 to June 30, 2019: \$180/permit
 Number of Reserved Parking Spaces (valid all hours): Maximum of 11
 Monthly Rate July 1, 2018 to June 30, 2019: \$250/space
 Number of Reserved Parking Spaces (valid after 3pm): Maximum of 33
 Monthly Rate July 1, 2018 to June 30, 2019: \$210/space

BDS will serve as the primary contact for all billing and customer service requests and problems

BDS: City of Portland, Bureau of Development Services; 1900 SW 4th Avenue, Suite 5000,
 Portland, OR 97201
 BDS' Representative: Elshad Hajiyev, Senior Business Operations Manager
 Phone #: 503.823.7338

CITY OF PORTLAND
APPROVED AS TO FORM

By: _____
City Attorney

[Signature] # 6/24/18
Date

PORTLAND STATE UNIVERSITY

By: _____
Jeff Sevilla, Interim Director
Transportation & Parking Services

6/18/18
Date

By: _____
Rebecca Esau, Director
Bureau of Development Services

[Signature] 6/28/18
Date

By: _____
Greg Smith
Sr. Contract Officer
Contracting and Procurement Services

06/18/2018
Date