

**Exhibit A****PORTLAND STATE UNIVERSITY  
INTERGOVERNMENTAL AGREEMENT**

This Agreement is entered into between City of Portland, by and through Portland Parks and Recreation, hereinafter referred to as SPONSOR or City, and Portland State University, hereinafter referred to as UNIVERSITY or State.

**RECITALS**

WHEREAS SPONSOR desires UNIVERSITY'S services on certain projects to be specified; and

WHEREAS the performance of such services is consistent, compatible and beneficial to the academic role and mission of UNIVERSITY;

Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**ARTICLE I - SCOPE OF WORK**

UNIVERSITY agrees to perform for SPONSOR research for new revenue generating options, with the specific scope of work to be agreed upon. All research related services are hereby incorporated by reference to this Agreement and subject to all its terms and conditions, unless the parties otherwise agree in writing. Each deliverable shall specify the period of performance for the work to be performed. SPONSOR'S Director or their designee, is authorized to execute all deliverables under this Agreement. Additional deliverables, not to exceed a total cost of \$75,000, may be added by written agreement between the SPONSOR and UNIVERSITY.

**ARTICLE II - AGREEMENT PERIOD**

On the date of last signature, this Agreement shall become effective, retroactive to August 12, 2019, and shall remain in effect for a period of 24 months. The Agreement Period may be extended by written agreement of the parties.

**ARTICLE III - RESEARCH PERSONNEL**

Tom Potiowsky is responsible for the conduct of economic research and analysis under this Agreement for the UNIVERSITY. The UNIVERSITY shall not replace Mr. Potiowsky without prior written approval of the SPONSOR.

**ARTICLE IV - CONSIDERATION**

SPONSOR agrees to pay UNIVERSITY for services performed under this Agreement an amount not to exceed seventy-five thousand (\$75,000) DOLLARS. The consideration and the budget information for each deliverable shall be set forth in the approved Scope of Work.

Invoices for work accomplished under this Agreement shall be submitted on the schedule specified in the task orders and in an original and two copies to Jason Smith. Payment shall be sent to Portland State University, Sponsored Projects Administration PO Box 751 (SPA), Portland, Oregon 97207-0751.

ARTICLE V - NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered to the following addressee:

If to SPONSOR:

Jason Smith  
Portland Parks & Recreation  
1050 SW 6<sup>th</sup> Ave.  
Suite 2200  
Portland, OR 97204

If to UNIVERSITY:

Rachelle Richmond  
Assistant Director of Grants &  
Agreements Administration  
Sponsored Projects Administration  
Portland State University  
PO Box 751 (SPA)  
Portland, OR 97207-0751

ARTICLE VI - PERFORMANCE / REPORTING REQUIREMENT

UNIVERSITY is responsible for the performance of work and will provide progress reports of findings, if any, as stated in the Scope of Work. UNIVERSITY shall maintain fiscal records pertinent to this Agreement for at least three (3) years following completion of work under this Agreement. UNIVERSITY shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, UNIVERSITY shall maintain all other records pertinent to this Agreement in such a manner as to clearly document UNIVERSITY'S performance hereunder.

ARTICLE VII - PUBLICATION BY UNIVERSITY

UNIVERSITY retains the right to publish or present at meetings the results of research conducted by UNIVERSITY. In addition, UNIVERSITY may use, reuse, and analyze the data developed by the UNIVERSITY during the course of research performed under this Agreement for teaching or research purposes.

ARTICLE VII - CONFIDENTIALITY

UNIVERSITY, subject to the limitations and conditions of the Oregon Public Records law, agrees to keep confidential any SPONSOR proprietary information that SPONSOR designates as such and supplies to UNIVERSITY during the course of research performed under this Agreement. Such information will not be included in any published material without prior approval by SPONSOR. UNIVERSITY agrees to provide any proposed publication to SPONSOR thirty (30) days prior to submission, to review for the inclusion of SPONSOR-owned confidential information, and to determine whether patentable inventions or discoveries are disclosed therein.

ARTICLE VIII – CONTRIBUTION IN LIEU OF INDEMNIFICATION

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the City (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the City in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the City on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the City is jointly liable with the State (or would be if joined in the Third Party Claim), the City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the City on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the City on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

#### ARTICLE IX - COMPLIANCE WITH LAWS

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

#### ARTICLE X – ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due during this Agreement, without the prior written approval of the other party.

#### ARTICLE XI - DELIVERABLES

UNIVERSITY will provide to SPONSOR the Deliverables described the Scope of Work. SPONSOR shall have the right to use all such Deliverables for its own purposes and to modify the Deliverables at its option. SPONSOR will make appropriate acknowledgment and attribution to UNIVERSITY in its use or distribution of unmodified Deliverables. If SPONSOR modifies the Deliverables in any meaningful manner, UNIVERSITY may request that SPONSOR include a notice of such modifications in the Deliverables. Such request shall be made in writing by UNIVERSITY to SPONSOR.

#### ARTICLE XII — CERTIFICATIONS

By execution of this Agreement or acceptance of any payments under this Agreement, UNIVERSITY certifies that:

1. UNIVERSITY is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
2. UNIVERSITY is not delinquent on the repayment of any federal debt.
3. UNIVERSITY is in compliance with Sections 5151 to 5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-960, Title V, Subtitle D).
4. To the best of UNIVERSITY's knowledge and belief:
  - (a) No federally appropriated funds have been paid or will be paid by or on behalf of the UNIVERSITY to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - (b) If funds other than federally appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this federally-funded contract, grant, loan or cooperative agreement, UNIVERSITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) UNIVERSITY shall require that the language of this certification be included in the award documents

for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

#### ARTICLE XIII - TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Payment to UNIVERSITY shall be prorated to and include the day of termination.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. SPONSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND SPONSOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

PORTLAND STATE UNIVERSITY

CITY OF PORTLAND, BY AND THROUGH  
PORTLAND PARKS AND RECREATION

Name:

Rachelle Richmond

Adena Long

Title: Assistant Director of Grants & Agreements  
Administration

Title: Director of Portland Parks and Recreation  
Date:

Date:

Employer Tax ID Number: 36-4776757