#### AMENDMENT No. 1 to INTERGOVERNMENTAL AGREEMENT 30008560 FOR



### **PSU Regional Research Institute Survey Work**

This Amendment No. 1, amends the Intergovernmental Agreement No. 30008560, with an effective date of the 25th day of August, 2023, by and between Portland State University, ("University") a public research university of the State of Oregon, and the City of Portland, a municipal corporation of the State of Oregon ("City") by and through their duly authorized representatives. This Amendment may refer to Portland State University and City individually as a "Party" or collectively as the "Parties."

This Amendment is authorized by City Ordinance No. XXXXX.

The Effective Date of this Amendment is August 15, 2024. The purpose of this Amendment is to extend the Contract Term and increase the allowable total value of services.

The Parties agree to Amend the Intergovernmental Agreement as follows:

- 1. The term is extended from April 1, 2024, to October 31, 2026, unless terminated sooner under the provisions of the Intergovernmental Agreement.
- 2. The total allowable amount of services performed under this agreement shall be increased by \$600,000 for a not to exceed amount of \$900,000.
- 3. The following language is added to and/or deleted from the Intergovernmental Agreement.

New language is in **BOLD** and deleted language is in strikethrough:

#### ARTICLE II – AGREEMENT PERIOD

This Agreement shall become effective on the date of mutual execution by the parties' authorized representatives and shall remain in effect until April 1, 2026 October 31, 2026.—a period of approximately 36 months. Notwithstanding the Agreement termination date of April 1, 2026 October 31, 2026, all work shall be satisfactorily performed and completed by February 28, 2026 September 30, 2026. ("Performance Completion Date"). ...

#### <u>ARTICLE IV – CONSIDERATION</u>

SPONSOR agrees to pay UNIVERSITY for services performed under this Agreement an amount not to exceed three hundred thousand (\$300,000) nine hundred thousand (\$900,000) DOLLARS. ...

4. The City reserves the right to terminate this Intergovernmental Agreement in its sole discretion due to any material change in availability of funds, including but not limited to any non-appropriation or re-appropriation of funding. Notwithstanding this reservation, the City warrants availability of funds at the time of execution of this Agreement for the current Fiscal Year (ending June 30, 2025).

All other terms and conditions of the Intergovernmental Agreement, including the other portions

of ARTICLE II and ARTICLE IV, remain unchanged by this Amendment and in full force and effect.

This Amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same instrument. The Parties agree that they may execute this Amendment by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, the Parties hereby cause this Amendment to be executed.

## PORTLAND STATE UNIVERSITY

Officer/Owner Signature	Date	
Silitoria Silitaria	2	
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Jennifer Ward		
Director of Sponsored Projects		
Operations		
Printed Name and Title		
Timited I (diffe diffe Tivie		
Portland State University PO		
BOX 751 RSP-SPA Portland, OR		
97207-0751		
Phone: 503-725-9900		
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Email: <u>awards@pdx.edu</u>

Prepared by Jason Smith

**Contract Number: 30008560** 

**Contract Title: PSU Regional Research Institute Survey Work** 

# CITY OF PORTLAND SIGNATURES

By:		Date:
	Deputy City Administrator	
By:	N/A Purchasing Agent	Date:
	Purchasing Agent	
By: _	N/A	Date:
Dy.	Elected Official	
Appro	oved:	
By:	N/A	Date:
	Office of City Auditor	
Appr	oved as to Form:	
By:		Date:
	Office of City Attorney	