

# 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, and the State of Oregon acting by and through the State Board of Higher Education on behalf of Portland State University, hereinafter referred to as UNIVERSITY.

### 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 certain survey and research related services which shall be described in task orders to this Agreement. All task orders are hereby incorporated by reference to this Agreement and subject to all its terms and conditions, unless the parties otherwise agree in writing. Each task order shall specify the period of performance for the work to be performed. SPONSOR'S Manager, Strategy, Finance and Business Development, or his designee, is authorized to execute all task orders under this Agreement. Task Order shall be in a form substantially similar to Exhibit A.

#### ARTICLE II - AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and shall remain in effect for a period of 24 months. The Agreement Period may be extended by written agreement of the parties. Costs for each task order may be incurred from the date specified in the task order.

#### ARTICLE III - SCIENTIFIC PERSONNEL

Debi Elliott is responsible for the conduct of research under this Agreement for the UNIVERSITY. The UNIVERSITY shall not replace Dr. Elliott 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 one hundred thousand (\$100,000.00) DOLLARS. The consideration and the budget information for each task order shall be set forth in the task order. Each task order shall specify the date from which costs may be incurred for that task order.

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 David Yamashita. SPONSOR certifies that sufficient funds are available and authorized to finance the costs of this Agreement. Payment shall be sent to Portland State University, Office of Business Affairs, Research Accounting, PO Box 751 (BO/RA), 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:

David Yamashita  
Portland Parks & Recreation  
1120 SW 5<sup>th</sup> Ave, Rm. 1302  
Portland, OR 97204

If to UNIVERSITY:

Karen Thomson  
Contract Officer  
Office of Research and  
Sponsored Projects  
Portland State University  
PO Box 751 (ORSP)  
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 task orders. 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 - INDEMNIFICATION

To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, each party to this Agreement shall defend, save, hold harmless and indemnify the other party and such other parties' officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of the indemnifying party or its officers, employees, subcontractors or agents under this Agreement, provided that no party to this Agreement shall be required to indemnify any other party for any liability arising out of the wrongful or negligent acts or omissions of the employees or agents of the other party.

#### 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 in each task order. 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.

UNIVERSITY may assert copyright on materials that it produces in the performance of this Agreement. SPONSOR shall have a right to negotiate a license to use the copyrighted materials which are outside the scope of the Deliverables described above.

All rights to inventions or discoveries attained in apparatus testing, or improvement of testing methods, materials and processes and all rights to inventions or discoveries arising from research conducted under this Agreement belong to UNIVERSITY. All such inventions and discoveries shall be disposed of in accordance with UNIVERSITY'S policy. To the extent that UNIVERSITY has the legal right to do so, UNIVERSITY shall offer to SPONSOR a right to negotiate a license to such inventions and discoveries.

#### 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

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

CITY OF PORTLAND, BY AND THROUGH PORTLAND PARKS AND RECREATION

Name: Karen Thomson  
Karen Thomson  
Title: Contract Officer  
Date: 1.14.08

Name: \_\_\_\_\_  
Zari Santner  
Title: Director of Portland Parks and Recreation  
Date: \_\_\_\_\_

Employer Tax ID Number : 48-1278529

APPROVED AS TO FORM

Sandra Mengler  
CITY ATTORNEY

**Exhibit A**  
**Form of Task Order**  
**Intergovernmental Agreement**  
*(Agreement terms incorporated by this reference)*  
Between  
<sponsor name> (SPONSOR)  
and  
Portland State University (UNIVERSITY)

TASK ORDER # \_\_\_\_\_

**Project Title:**

**Period of Performance:**

**Scope of Work** is attached and incorporated by this reference: **Attachment A**

**Project Budget:** \$ \_\_\_\_\_  Cost Reimbursable  Fixed Price/Lump Sum  Fee for Service

**Invoice Schedule:**  Upon Project Completion  Quarterly  Net 30 Days  Other, see attached

**Detailed Budget (if needed)** is attached and incorporated by this reference: **Attachment B**

**Date from which costs may be incurred for this Task Order:** \_\_\_\_\_

ACCEPTANCE OF TERMS: I acknowledge and certify that the work in this Task Order is within the scope of work of the Intergovernmental Agreement.

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

**CITY OF PORTLAND by and through PORTLAND PARKS AND RECREATION**

Name: \_\_\_\_\_

Karen Thomson  
Contact Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Employer Tax ID Number : 48-1278529

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_