

INTERGOVERNMENTAL AGREEMENT WITH PORTLAND STATE UNIVERSITY

I. PARTIES TO THE AGREEMENT

The parties to the ORS chapter 190 Agreement are the CITY OF PORTLAND ("City") and STATE OF OREGON, ACTING BY AND THROUGH THE STATE BOARD OF HIGHER EDUCATION, ON BEHALF OF PORTLAND STATE UNIVERSITY, COLLEGE OF URBAN AND PUBLIC AFFAIRS ("PSU CUPA").

II. RECITALS

WHEREAS the public interest of the citizens of the City of Portland is served by a coordinated program hosting visiting delegations interested in Portland's sustainability and livability practices; and

WHEREAS Portland State University, through the College of Urban and Public Affairs manages a program called *First Stop Portland* that provides logistics and planning services to these delegations, thus relieving the City bureaus and staff of this burden: and

WHEREAS the City and PSU CUPA jointly benefit from this 'seamless' and comprehensive program that advances the City's livability practices and assures regular engagement of the Mayor's office with national and international visitors: and

WHEREAS the purpose of the City's financial assistance is to assist PSU CUPA in paying for a program that is consistent with City authority and functions under its charter.

NOW THEREFORE the City and the District agree as follows:

III. TERMS

A. Effective Date

This Agreement is effective within fifteen days of execution by all of the parties.

B. The City agrees to:

1. Use funds authorized by Council ordinance _____, passed by City Council on _____, 2011 to provide funding in the amount of Twelve Thousand Dollars (\$12,000).

2. Transfer the funding grant to PSU CUPA upon execution of the agreement. Invoice is required prior to payment.

C. PSU CUPA agrees to:

1. Use the funding grant exclusively to pay the costs to operate, maintain and support ***First Stop Portland.***

2. Responsibly apply resource management, cost containment and organizational structure to ensure the funding is used most effectively to maintain ***First Stop Portland.***

3. Include the Mayor (or his designee) as a member of the ***First Stop Portland*** Advisory Board. This assures City political leadership is actively and visibly represented in all ***First Stop Portland*** events.

4. Indemnify and defend the City against any claims or legal actions which are alleged to arise out of those programs or activities to which PSU CUPA has chosen to apply the City's funding grant.

5. Assist in the defense of this Agreement and its implementation against any legal challenge.

6. Refund the funding grant if a final judicial determination is made that this Agreement and/or its implementation are illegal. In such an event, PSU CUPA shall refund the money over a mutually agreeable period of time.

7. Use the funding grant exclusively to pay or reimburse for costs of programs and activities for public purposes on which the City is authorized to expend funds pursuant to its charter and state law.

D. Severability

If any section, subsection, clause or phrase of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid or unenforceable for any reason, such determination shall not affect the validity of the remaining Agreement, which shall continue to be in effect.

E. Termination

This Agreement shall terminate on June 30, 2011. All rights and responsibilities under the Agreement shall be completed by the termination date.

F. Amendments

This Agreement may be amended by mutual written agreement of the parties. The Mayor or his designee is the City's Project Manager for this grant. The Project Manager is authorized to enter into agreements with PSU CUPA to modify this agreement, except that any agreements modifying the grant funding or the City's liabilities under this agreement must be authorized by City Council Ordinance.

G. Authority

The representatives of the Parties, by their signatures below, acknowledge that they have read this Agreement, understand it, and agree that they have the legal authority to enter into this Intergovernmental Agreement and to bind their respective jurisdiction to the terms and conditions herein.

IN WITNESS WHEREOF the authorized representatives of the City and PSU CUPA, as parties hereto, acting pursuant to the authority granted to them, have hereby agreed as of the day and year hereinafter written.

PORTLAND STATE UNIVERSITY**CITY OF PORTLAND**

By _____

By _____

Nancy Hales

Sam Adams

Program Director for First Stop Portland

Mayor

Date: _____

Date: _____

Approved as to form:

City Attorney