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AUG 18 2011

Portland State Univ  
Purchasing Dept

Exhibit A

PSU Contract # 18424

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**PORTLAND STATE UNIVERSITY**  
**INTERGOVERNMENTAL AGREEMENT**

This Agreement is entered into between the City of Portland, Oregon, by and through Bureau of Planning and Sustainability, 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, College of Urban and Public Affairs, hereinafter referred to as PSU CUPA.

WITNESSETH:

WHEREAS SPONSOR desires UNIVERSITY'S services through a program called First Stop Portland, which is administered by PSU CUPA to coordinate a program hosting visiting delegations interested in Portland's sustainability and livability practices; and

WHEREAS the performance of such services is consistent, compatible and beneficial to the academic role and mission of UNIVERSITY and serves the public interest of the citizens served by the SPONSOR; and

WHEREAS PSU CUPA manages the First Stop Portland program that provides logistics and planning services to visiting delegations, thus relieving the City bureaus and staff of this burden; and

WHEREAS the City and PSU CUPA jointly benefit from a comprehensive program that advances the City's livability practices and assures regular engagement of the Bureau of Planning and Sustainability with national and international visitors;

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

ARTICLE I -SCOPE OF WORK

PSU CUPA agrees to perform for SPONSOR the services described in ATTACHMENT A hereto, which by this reference is incorporated herein and made a part hereof.

PSU CUPA shall include the Director of the Bureau of Planning and Sustainability (BPS), or the Director's designee, as a member of the First Stop Portland Advisory Board.

ARTICLE II -AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and shall be completed by June 30, 2012, unless subsequent time extension, supplement, addition, continuation, or

renewal is mutually agreed upon in writing between the parties. Costs may be incurred for this Agreement from July 1, 2011.

### ARTICLE III - PERSONNEL

Nancy Hales is responsible for administration under this Agreement for PSU CUPA. PSU CUPA shall not replace Nancy Hales without prior written approval of the SPONSOR.

### ARTICLE IV - CONSIDERATION

SPONSOR agrees to pay PSU CUPA for services performed under this Agreement in the fixed price amount of \$10,000. Payment shall be made upon receipt of an invoice for services submitted to SPONSOR'S project manager.

Julie Ocken is the SPONSOR'S project manager for this Agreement, or such other person as may be identified in writing by the Director of the City's Bureau of Planning and Sustainability. Payment shall be sent to Portland State University Research Accounting, Mailing Address: PO Box 751, Portland, OR 97207-0751

SPONSOR agrees to use the funding exclusively to pay the costs to operate, maintain and support First Stop Portland and to apply resource management, cost containment and organizational structure to ensure effective use of funding.

### ARTICLE V - NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered to the following addressee or to such other person as may be identified in writing to the other party.

If to SPONSOR:

Julie Ocken  
City of Portland  
Bureau of Planning and Sustainability  
1900 SW 4<sup>th</sup> Avenue, Suite 700  
Portland, OR 97201-5380  
503 823-5664

If to PSU CUPA:

Nancy Hales  
Program Director  
College of Urban and Public Affairs  
Portland State University  
PO Box 751  
Portland, OR 97207-0751

### ARTICLE VI - PERFORMANCE / REPORTING REQUIREMENT

PSU CUPA is responsible for the performance of work and will provide progress reports of activities, if any, as stated in ATTACHMENT A, SCOPE OF WORK. PSU CUPA shall maintain fiscal records pertinent to this Agreement for at least three (3) years following completion of work under this Agreement. PSU CUPA shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, PSU CUPA shall maintain all other records pertinent to this Agreement in such a manner as to clearly document PSU CUPA's performance hereunder.

### ARTICLE VII - CONFIDENTIALITY

Subject to the limitations and conditions of the Oregon Public Records law, PSU CUPA agrees to keep confidential any SPONSOR proprietary information that SPONSOR designates as such and supplies to PSU CUPA during the course of this Agreement. Such information will not be included in any published material without prior approval by PSU CUPA.

ARTICLE VIII -INDEMNIFICATION

To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, UNIVERSITY shall indemnify SPONSOR against any liability for damage to life or property arising from UNIVERSITY'S actions under this Agreement provided, however, UNIVERSITY shall not be required to indemnify SPONSOR for any such liability arising out of the wrongful or negligent acts of employees or agents of SPONSOR.

To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, SPONSOR agrees to be responsible, assume liability and indemnify UNIVERSITY for SPONSOR'S own wrongful or negligent acts or omissions, or those of its officers, agents, employees or representatives.

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 -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

*Stacey L. Balenger*

Signed: \_\_\_\_\_

Name: Stacey L. Balenger  
Title: Contracts Officer  
Portland State University

Name: Susan Anderson  
Title: Director, Planning and Sustainability

Date: 8/19/2011

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

Employer Tax ID Number: 93-6001786

Primary Contact Person: Julie Ocken:  
Contact Phone Number: 503-823-6041  
Email: julie.ocken@portlandoregon.gov

APPROVED AS TO FORM

*Julia Meng*  
CITY ATTORNEY

ATTACHMENT A  
SCOPE OF WORK  
First Stop Portland

**PSU CUPA RESPONSIBILITIES**

**TERM: JULY 1, 2011 THROUGH JUNE 30, 2012**

PSU CUPA shall provide services to the City of Portland Bureau of Planning & Sustainability, as set out below.

1. Respond to and institutionalize all referrals, calls, requests for study tours to Portland, through the development of website intake process. In addition, coordinate direct requests from BPS.
2. Develop comprehensive, customized study tours, including field visits, presentations, key-note and expert speakers for study tours. Study tours may be 1 – 14 days, depending on request.
3. Arrange and manage all logistics needs for study tours, including materials preparation, site visits, room reservations, transit passes, van and coach rentals, audio-visual capacity.
4. Coordinate directly with BPS staff to assure specific interests in delegation visits are met.
5. Regularly post recap of tours through FSP website and blog.
6. Follow-up and evaluation. Debrief semi-annually with full Advisory Board to assure program is accomplishing objectives, and broader needs of the City and BPS are met.

To assist the **UNIVERSTIY** in carrying out its obligations hereunder, the **SPONSOR** shall perform the services set out below:

Make one-time payment of \$10,000 to PSU Foundation by end of 1<sup>st</sup> quarter of 2011-12 fiscal year, September 30, 2011.