

Transportation & Parking Services

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Portland State
UNIVERSITY

187269

Intergovernmental Agreement for Parking Services

City of Portland Contract No.: 30004571
PSU Contract # 289066

This Intergovernmental Agreement (IGA) for the use of parking spaces, parking permits, and Access cards is effective on the last date of signature below, and is by and between the City of Portland, acting by and through its Bureau of Development Services, and the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Portland State University and its Transportation & Parking Services Department (collectively "PSU"). PSU and COP are collectively referred to as the "Parties".

In exchange for their mutual promises, as well as other good and valuable consideration, the Parties agree to the following terms and conditions:

1. Parking spaces on PSU parking facilities are available, with valid permit, on a first-come first-served basis. PSU may assign reserved parking permits for reserved parking.
2. PSU will provide a system for validated hourly and daily parking for guests of City of Portland.
3. PSU will issue parking citations to vehicles parked illegally in PSU parking facilities. COP employees who hold reserved parking permits should contact PSU if a vehicle is illegally parked in a reserved parking space. Upon such notice, PSU will direct the COP employee to park in a vacant parking space and cite the illegally parked vehicle.
4. COP understands that vehicles parked in PSU facilities must park within parking space lines and visibly display the parking permit. Failure to visibly display a parking permit may result in the issuance of a separate parking citation for each day the parking permit is not displayed.
5. COP understands that, by parking a vehicle in a PSU parking facility, it is subject to parking citations issued by PSU parking enforcement staff and that the vehicle may be immobilized or towed for violations listed in OAR 577-070-0005 through 577-070-0050.
6. To the extent allowed by law, PSU is not responsible for any loss or damage to vehicles or personal property in PSU parking facilities including, but not limited to, theft or damage caused by other persons, fire, or other causes.
7. To the extent allowed by law, drivers of vehicles shall be responsible for damage or injury caused by hitting other vehicles or PSU property such as posts, kiosks and walls.
8. COP agrees to pay PSU a monthly charge designated below for each permit issued to COP and all guest parking validations for the previous month within 30 days from the receipt of invoice. All past due amounts owed by COP shall accrue interest at the rate of 1.5% per month from the date such amounts became due, or the maximum rate allowed by law, whichever is lesser.

Payment should be made to:
Accounting Office
Transportation & Parking Services at PSU
P.O. Box 751
Portland, OR 97207

9. Monthly payments must be made in full unless parking permit(s) are returned no later than the 20th of the month. Monthly rates for returned permits will be pro-rated if returned on or before the 20th of the month.
10. COP understands that parking permit(s) will be terminated if payment is not made by the last business day of the month. Terminated parking permits must be returned to PSU. Any vehicle displaying an unpaid parking permit is subject to being immobilized or towed.
11. PSU may terminate this IGA at any time with written notice of at least 30 days to COP or individually BDS, BES, FIRE, PARKS, PBOT or PWB. COP or individually BDS, BES, FIRE, PARKS, PBOT, or PWB may terminate their bureau's involvement with this IGA at any time by returning all issued parking permits to PSU. COP or individually BDS, BES, FIRE, PARKS, PBOT or PWB will be eligible for a credit if parking permits are returned on or before the 20th of the month.
12. Liability. The parties acknowledge and agree that each of them shall be responsible only for the acts of their own officers, agents, employees and representatives acting within the scope of their employment.
13. No Third Party Beneficiary. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
14. Merger Clause. This IGA constitutes the entire agreement between the Parties. No waiver, consent, modification or change of terms of this IGA shall bind either Party. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

~~PSU: State of Oregon, acting by and through the State Board of Higher Education, on behalf of~~
 Portland State University
 PSU's Representative: Ian Stude Phone #: 503.725.9015

IGA Term for BDS: July 1, 2015 to June 30, 2017
 Number of Parking Permits: Maximum of 110
 Monthly Rate July 1, 2015 to June 30, 2016: \$165/permit
 Monthly Rate July 1, 2016 to June 30, 2017: \$170/permit

IGA Term for BES, FIRE, PARKS, PBOT & PWB: July 1, 2015 to June 30, 2017
 Number of Parking Permits: Maximum of 15 total
 Monthly Rate July 1, 2015 to June 30, 2016: \$175/permit
 Monthly Rate July 1, 2016 to June 30, 2017: \$180/permit

BDS will serve as the primary contact for all billing and customer service requests and problems

BDS: City of Portland, Bureau of Development Services; 1900 SW 4th Avenue, Suite 5000,
 Portland, OR 97201
 BDS' Representative: Deborah Sievert Morris, Senior Business Operations Manager
 Phone #: 503.823.7338

APPROVED AS TO FORM

CITY OF PORTLAND
APPROVED AS TO FORMBy: [Signature] CITY ATTORNEY 10/24/15
City Attorney DateBy: [Signature] 7-10-15
Paul L. Scarlett, Director Date
Bureau of Development Services

PORTLAND STATE UNIVERSITY

By: [Signature] 7/2/15
Ian Stude, Director Date
Transportation & Parking ServicesBy: [Signature] 7-2-15
Contracts Officer Date
William C. Terry
Contracts Officer
Portland State University