

INTERGOVERNMENTAL AGREEMENT

This "Agreement" is between \_\_\_\_\_ City of Portland \_\_\_\_\_ having a principal place of business at \_\_\_\_\_, hereafter referred to as "PARTNER" and Portland State University, an institution of higher education in the State of Oregon, located in Portland, Oregon, hereafter referred to as "UNIVERSITY". The parties agree as follows:

WHEREAS PARTNER desires UNIVERSITY'S completed work on "Portland Metro Region Population and Economic Forecast," in accordance with the Attachment A hereunder;

WHEREAS the creation of such work 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 hereto agree as follows:

ARTICLE I – SCOPE OF WORK

UNIVERSITY agrees to grant to PARTNER a license to the economic forecasting reports to be produced during the terms of this agreement, and as those economic forecasting reports are described in ATTACHMENT A hereto, which by this reference is incorporated herein and made a part hereof.

UNIVERSITY owns or will own the copyright in Portland Metro Regional Population and Economic Development Forecast reports produced by University's Northwest Economic Research Center (the "Work" or "Works"), with exclusive right to use and license thereof, in the course of their academic and community mission.

UNIVERSITY desires to promote the use of these reports and increase the impact of the mission of Northwest Economic Research Center ("NERC"), and to allow use of the Work under certain terms and conditions for the benefit of the community and public.

PARTNER is an organization desiring access to a Portland Metro Regional Population and Economic Development Forecast report and desires to accept a license to certain rights in the Works in connection with fulfilling their mission.

PARTNER recognizes the value of the goodwill associated with the NERC and Portland Metro Regional Population and Economic Development Forecast trademark and the need for adherence by PARTNER to the Quality Control Standards outlined as follows.

PARTNER agrees not to use any of the Works on or in connection with any products or services that are or could be deemed to be obscene, or pornographic, or that could be viewed as disparaging to UNIVERSITY.

PARTNER agrees not to resell the Works or Trademarks, and not to use them for any promotion of PARTNER'S own products or services.

As a part of UNIVERSITY'S quality control efforts, PARTNER will provide a brief annual report on their use of the Works to PARTNER.

ARTICLE II – AGREEMENT PERIOD

The IGA will be effective upon signing of this agreement and will be renewed annually each July 1<sup>st</sup> until July 1<sup>st</sup>, 2020, at such time the parties may review and continue the agreement.

ARTICLE III – UNIVERSITY PERSONNEL

The Northwest Economic Research Center in University's College of Urban and Public Affairs is responsible for delivering and providing access to works that include the products described in Attachment A. The reports will be produced and distributed twice per year, once on or about October 1<sup>st</sup> and again on or about April 1<sup>st</sup>.

ARTICLE IV – CONSIDERATION

PARTNER agrees to pay UNIVERSITY for services in producing the reports under this Agreement according to the following schedule:

Upon Invoice After Execution    \$36,250

This amount includes an initial investment in the project of \$25,000 and the first year's subscription fee of \$11,250. Additionally, the PARTNER will pay annually for a subscription to the reports described in Attachment A, currently \$11,250 for each subsequent year.

Invoices for work accomplished under this agreement shall be submitted to the City of Portland's City Budget Office, 1120 SW Fifth Ave., Portland, OR 97204. Such invoices will be paid with funds from the budgets of the City Budget Office, the Portland Bureau of Transportation, the Bureau of Development Services, and the Bureau of Environmental Services. Payments shall be sent to Portland State University (to be filled in by PSU).

ARTICLE V – NOTICE

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

If to PARTNER:

Josh Harwood  
City of Portland  
City Budget Office  
1120 SW Fifth Ave., Room 1300  
Portland, Oregon 97204  
(503) 823-6954  
[Josh.Harwood@portlandoregon.gov](mailto:Josh.Harwood@portlandoregon.gov)

If to UNIVERSITY:

Tom Potiowsky  
Director, Northwest Economic Research Center  
Portland State University  
P.O. Box 751  
Portland, Oregon 97207  
(503) 725-8167  
[potiowskyt@pdx.edu](mailto:potiowskyt@pdx.edu)

ARTICLE VI – CONFIDENTIALITY

Subject to the limitations and conditions of the Oregon Public Record law, both parties agree to keep confidential any proprietary information during the course of this Agreement. Such information will not be included in any published material without prior approval.

"Proprietary Information" means information of any form or format disclosed by UNIVERSITY to PARTNER pertaining to the Work and identified by UNIVERSITY at the time of disclosure as not for public release, or if orally disclosed, reduced to written form and identified by UNIVERSITY as not for public release within thirty (30) days of disclosure. Proprietary Information does not include information which (i) PARTNER can demonstrate was previously known to PARTNER, or (ii) has been independently developed by PARTNER by those without access to Proprietary Information, or (iii) has been obtained by PARTNER from sources not breaching any obligation to University; or (iv) which is or in the future becomes public knowledge other than through acts or omissions of PARTNER; or (v) is required to be disclosed by operation of law or the action of a court of competent jurisdiction.

PARTNER shall hold Proprietary Information in confidence for ten (10) years from date of disclosure, using safeguards at least comparable to those by which PARTNER handles its own similar proprietary information, but in any case not less than reasonable safeguards. PARTNER shall not disclose Proprietary Information to any third party, including without limitation any patent or copyright office without prior permission.

#### ARTICLE VII - CONTRIBUTION

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the City (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the City in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the City on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the City is jointly liable with the State (or would be if joined in the Third Party Claim), the City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the City on the one

hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the City on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The City's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

#### ARTICLE VIII – 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 IX – 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 X – COPYRIGHT

Beginning on the Effective Date, and subject to and conditioned upon PARTNER'S performance and satisfaction of the conditions set forth in this Agreement, UNIVERSITY hereby grants to PARTNER, and PARTNER accepts, a limited, non-transferable, exclusive license to copy, display, and distribute Works.

PARTNER may also make derivatives of the Works solely to the extent necessary to add PARTNER'S own brand or mark to the Works prior to internal distribution.

PARTNER acquires no proprietary interest in Work. PARTNER shall not remove or obscure rights management markings, such as copyright and trademark notices, from Works or printouts from Works.

PARTNER shall not sublicense, sell, display, lend, rent, lease or otherwise transfer all or any of Works without prior permission.

UNIVERSITY reserves the right to use the Works internally for research and educational purposes.

#### 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 prioritized 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. PARTNER, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND PARTNER 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.

PORTLAND STATE UNIVERSITY

CITY OF PORTLAND

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Name: Joseph Janda

Title: Director, IIP

Date:

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Name: Andrew Scott

Title: City Budget Director



**License Agreement  
Attachment A  
Work(s)**

**General Forecast Coverage**

*Geographic Area*

The population forecast will cover the seven county region of the Portland-Vancouver-Hillsboro OR-WA Metropolitan Statistical Area. The forecasted sub-regions will be the MSA as a whole, each of the seven counties, and the area inside the Portland Metro Urban Growth Boundary.

The economic forecast will also include the seven county region of the Portland-Vancouver-Hillsboro OR-WA Metropolitan Statistical Area. The geographic sub-regions will be the MSA as a whole and each of the seven counties.

Beyond the high level forecasts for each sub-region, NERC will produce forecasts at the neighborhood level within sub-regions as data availability permits.

*Time Period*

The population forecast will cover 50 years in five year increments and an annual forecast for the first five years out.

The economic forecast will cover 40 years, with a quarterly forecast for the first ten years, annual forecasts for the first 20 years, and 5 year increments for the last 20 years of the forecast period.

*Forecast Outputs*

The population forecast will be produced by gender and age.

Key outputs of the economic forecast will be employment by industry (see below), personal income and its components, and a regional overall price index of goods and services.

- Total
- Private
- Public
- Construction
- Manufacturing
  - Durable Manufacturing
    - Wood Products
    - Metals and Machinery
    - Computer and Electronics
    - Transportation Equipment
    - Other Durables
  - Nondurable Manufacturing
    - Food Manufacturing
    - Other Nondurables
- Trade, Transportation, and Utilities

- Retail Trade
- Wholesale Trade
- Transportation, Warehousing, and Utilities
- Information
- Financial Activities
- Professional and Business Services
- Educational Services
- Health Care and Social Services
- Leisure and Hospitality
- Other Services
- Government
  - Federal
  - State (breakout education)
  - Local (breakout education)

Some of these employment categories will be further broken down at the county level (higher digit NAICS), but some categories may be too small to be useful for forecasting purposes.

The forecast outputs related to personal income will include:

- Wages and salaries
- Dividends
- Interest and rent
- Proprietors income

The forecast outputs related to housing starts will be:

- Starts
- Prices

The forecast output for the prices of goods and services will be the Portland-Salem OR-WA CPI Urban Consumers series.

In addition to the standard forecast products listed above, NERC will produce (or investigate the feasibility of producing) specific series tailored to the needs of City of Portland. These will include:

- 1) Access to Data Warehouse. All data generic to the forecast will be made available via the internet.
- 2) We are still exploring whether we will have the funds to purchase Moody's Analytics data that is current used by the City of Portland.