

INTERGOVERNMENTAL AGREEMENT**PSU Contract #370310**

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), effective May 15, 2016 ("Effective Date") is between the City of Portland, Oregon, Office of the Mayor, hereafter referred to as "City", and Portland State University, hereafter referred to as "PSU". City and PSU may be referred to jointly in this Agreement as the "Parties" and individually as a "Party."

RECITALS:

- A. The Springwater Corridor comprises the southeast segment of the 40-mile loop regional trail system encircling the greater Portland area. Generally a family-friendly trail, the Springwater Corridor follows the banks of the Willamette River from downtown Portland to Johnson Creek through neighborhoods, industrial districts, park refuges, and wetlands and eventually ending in the town of Boring;
- B. Over the past few years, the multi-use trail for cyclists, joggers, and walkers that connects Boring to downtown Portland, has seen an increase in homeless camps and nefarious activities in sections along the trail;
- C. It is in the best interest of the citizens of Portland to identify issues, hear from various stakeholders and ultimately develop solutions working through the Oregon Consensus Project.
- D. The City of Portland is interested in being a part of the process of convening a facilitated review of all relevant jurisdictions and stakeholders and run a process that results in tangible solutions for the Corridor itself; and
- E. The City desires to obtain such services from PSU and PSU desires to provide such services to the City based on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows.

AGREED:**I. SCOPE OF WORK**

Phase I: Conduct an assessment of the City's request to have Oregon Consensus facilitate a convening of all relevant jurisdictions and stakeholders and run a process that will result in solutions for the Corridor. The assessment shall involve conducting approximately 30 initial stakeholder interviews in order to clearly understand the challenges and potential solutions and assess if Project is suitable for designation as an Oregon Consensus Project. Present findings to the Oregon Consensus team who will determine if they can bring value to the process.

Phase II: Provide support, organization and framework for the Project which shall include, but not be limited to the following:

- elements to be addressed as well as those out of scope of the project;
- Recommend a listing of participating parties and an adjunct listing of "interested parties";

- Recommend a convener;
- Appoint co-chairs for the Oregon Consensus; and
- Facilitate meetings in order to get to a final solution.
- Estimate time/budget needed for collaborative process through signed Declaration of Cooperation.
- Identify financial commitments necessary in order to pay for Oregon Consensus process.

PSU will provide all meeting minutes and necessary documentation for requested services.

II. SPECIFIC CONDITIONS OF THE AGREEMENT

- A. **TERM:** The term of the Agreement will begin May 1, 2016 and continue until December 30, 2016 (the "Term"), unless terminated sooner under a provision of this Agreement. The term of this Agreement may be extended for successive fiscal years by amendment.
- B. **INTERGOVERNMENTAL AGREEMENT MANAGER:** The City's Intergovernmental Agreement Manager for this Agreement shall be Josh Alpert. PSU's Intergovernmental Agreement Manager for this Agreement shall be Stephen Greenwood.
- C. **AMENDMENT:** All changes to this Agreement, including changes to the scope of work and Agreement amount, must be made by written amendment, signed by both Parties to be valid. PSU understands that City employees have no actual or apparent authority to enter into amendments, except as may be specifically granted by the City Council, or to waive the approval of the City Attorney's Office.

III. PAYMENTS

- A. The City agrees to pay PSU a total of FIFTY-FOUR THOUSAND DOLLARS (\$54,000) for the facilitation services described above. PSU shall invoice the City \$14,000 for Phase I prior to the fiscal year end June 30, 2016. Phase II shall be invoiced at \$20,000 mid-way in the facilitation process; and the final invoice shall reimburse PSU for \$20,000 for all remaining services performed. All invoices shall be payable 30 days after the invoice is received.
- B. Payments under this Intergovernmental Agreement may be used only to provide the services or take the actions previously indicated in this Intergovernmental Agreement and shall not be used for any other purpose.

IV. GENERAL AGREEMENT PROVISIONS

- A. **TERMINATION.** Either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party. If this Agreement is terminated prior to the end of the Term, PSU shall be entitled to be paid for work performed prior to the termination date if such work was performed in accordance with the Agreement prorated based on when in the fiscal year the Agreement is terminated. In the event of a termination, PSU shall submit to City a final billing in a manner consistent with Section III. A. of the Agreement. The City shall not be liable for indirect or consequential damages.

- B. **CONFLICTS OF INTEREST.** No public official, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No public official who participated in the award of this Agreement shall solicit employment from or be employed by the other Party during the period of the Agreement.
- C. **OREGON LAWS AND FORUM.** This Intergovernmental Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in the Multnomah County court having jurisdiction thereof.
- D. **INDEMNIFICATION.** To the extent permitted by Oregon law, and in accordance with the provisions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, including the limits of liability for public bodies set forth therein, PSU shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the negligent acts, errors, or omissions of PSU and its agents or employees in performance of their duties under this Agreement and the City of Portland shall defend, save and hold harmless PSU, its officers, agents and employees, from all claims, suits or actions arising out of the negligent acts, errors or omissions of the City of Portland and its agents and employee in performance of its duties under this agreement. This Section shall survive termination or expiration of this Agreement.
- E. **SEVERABILITY.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- F. **INTEGRATION.** This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- G. **THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries to this Agreement. The Agreement may only be enforced by the Parties.
- H. **ELECTRONIC MEANS, COUNTERPARTS.** The Parties agree that they may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.
- I. **NOTICE:** Any notice or communication under this Agreement by either Party to the other shall be deemed given and delivered (a) forty-eight (48) hours after being dispatched by registered or certified U.S. mail, postage prepaid, return receipt requested, (b) when received if personally delivered, or (c) if sent by e-mail or other form of electronic transmission, with receipt of confirmation that such transmission has been received, and:

A notice or communication to the City shall be addressed as follows:

City of Portland
Office of the Mayor
Attn: Mr. Josh Alpert
1120 SW 5th Avenue, Rm 1250
Portland, Oregon 97204
P: 503-823-3579
josh.alpert@portlandoregon.gov

A notice or communication to PSU shall be addressed as follows:


Portland State University
Attn: Stephen Greenwood
123 NW 5th Ave.
Portland, OR 97209
P: 123-123-1234

- J. **DISPUTE RESOLUTION:** If a dispute arises regarding this Agreement, the Parties agree to exercise good faith in expeditiously resolving any conflict. All conflicts should first be discussed and resolved if at all possible by the persons identified in the Notice Section. Any conflicts not resolved by the contact person shall be elevated to the designee of the governing board of the Parties.

Dated this _____ day of _____, 2016

CITY OF PORTLAND
Office of the Mayor

PORTLAND STATE UNIVERISTY
Oregon Consensus


William C. Terry, Contracts Officer

APPROVED AS TO FORM

APPROVED AS TO FORM:


CITY ATTORNEY 6/4/16

APPROVED AS TO FORM:

N/A

General Counsel