

**Transportation & Parking Services**

Post Office Box 751 – PARK  
Portland, Oregon 97207-0751

503-725-3442 tel  
503-725-6245 fax  
psupark@pdx.edu  
www.transportation.pdx.edu



**Intergovernmental Agreement for Parking Services  
City of Portland Contract No.:**

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 (COP), and Portland State University and its Transportation and 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 space lines and visibly display the parking permit. Failure to 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 the vehicle may be immobilized or towed for violations listed in PSU Standards 577-070-0005 through 577-070-0050, as permitted under ORS 352.118.
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 the 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. COP may choose to pay the full annual amount of active parking permits under this IGA, less a 3% discount, if paid within 30 days of City's receipt of the invoice. PSU agrees to invoice the city at the later of either: 1. July 1, 2022, or 2. the date all parties sign this IGA. City's total payments under this IGA shall not exceed \$650,000.
  - a. Payment should be made to:  
Transportation and 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 20<sup>th</sup> of the month. Monthly rates for returned permits will be pro-rated if returned on or before the 20<sup>th</sup> 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. COP may terminate their involvement with this IGA at any time by returning all issued parking permits to PSU. COP will be eligible for a credit if parking permits are returned on or before the 20<sup>th</sup> of the month.
12. Liability. Subject to the conditions and limitations of Article XI, sections 7 and 9, of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), 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.
15. Records Retention. Contractor shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Contractor agrees to maintain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Contract during the term of this Contract and for a minimum of six (6) years after the expiration or

termination date of this Contract or until the resolution of all audit questions or claims, whichever is longer.

16. City Audits. The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and Products or Services at any time in the course of the Contract and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

17. Access to Records. The City may examine, audit and copy Contractor’s books, documents, papers, and records relating to this Contract at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request.

18. Overpayment. (09/17) If an audit discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, then Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.

**PSU:** Portland State University

PSU’s Representative: Ian Stude, Director of Transportation and Parking Services

Phone # 503.725.9015

IGA Term for COP: July 1, 2022 to June 30, 2023

Number of Non-Reserved Parking Permits: Maximum of 126

Monthly Rate July 1, 2022 to June 30, 2023: \$215/permit

Number of Reserved Parking Spaces (valid all hours): Maximum of 44

Monthly Rate July, 2022 to June 30, 2023: \$280/space

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 4<sup>th</sup> Ave, Suite 5000, Portland, OR 97201

BDS Representative: Elshad Hajiyev, Senior Business Operations Manager

Phone #: 503.823.7338

CITY OF PORTLAND

APPROVED AS TO FORM

PORTLAND STATE UNIVERSITY

By: \_\_\_\_\_

City Attorney                      Date

By: \_\_\_\_\_

Ian Sud                      Date

Transportation & Parking Services

By: \_\_\_\_\_

Rebecca Esau, Director                      Date

Bureau of Development Services

By: \_\_\_\_\_

Greg Smith    Date

Sr. Contract Officer

Contracting and Procurement Services