

INTERGOVERNMENTAL AGREEMENT (IGA)
between
PORTLAND STATE UNIVERSITY
and
CITY OF PORTLAND

This Agreement is entered into by and between City of Portland, (hereinafter "CITY"), and the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Portland State University (hereinafter "PSU.")

I. Statement of Work

CITY and PSU agree to sponsor a sustainability symposium, in conjunction with the inauguration of the eighth president of PSU in May 2009 that shall:

1. Explore how PSU and local partners can craft the most sustainable regional economy in the United States.
2. Discuss innovation in technology, urban policy, and business models that affect the regional economy.
3. Explore the need for talent to nurture the creativity of the sustainable economy.
4. Develop partnerships with the community that are inextricably linked to the research, teaching, and operations of PSU and that will benefit the City.

PSU shall be responsible for producing all aspects of the symposium, and the City shall provide financial support of \$7,500.

II. Other Contract Terms

A. Term

The term of this Agreement shall be from the date of last signature below through January 31, 2010 unless terminated earlier as provided in this Agreement. Costs may be incurred from January 1, 2009.

B. Termination

Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

C. Payment

CITY shall pay PSU a total Fixed Price amount of \$7,500. Payment shall be made upon receipt of PSU's invoice.

D. Project Managers and Notices

The Project Managers designated by the respective parties under this Agreement are as follows:

PSU for project matters: Sheila Martin
Institute of Portland Metropolitan Studies
Mail Code: IMS
P.O. Box 751
Portland, OR 97207-0751
Phone: (503) 725-5170
Fax: (503) 725-5199

Email: sheilam@pdx.edu

PSU for contractual matters:

Christina E. Frost, Contract Officer
Office of Research & Sponsored Projects
Portland State University
PO Box 751 (ORSP)
Portland, OR 97207
Phone: 503-725-3418
Phone: 503-725-3416
Email: frost@pdx.edu

CITY:

Michael Armstrong, Senior Sustainability Manager
City of Portland Bureau of Planning and Sustainability
721 NW 9th Avenue, Ste 350
Portland, Oregon 97209-3447
Phone: (503) 823-6053
Fax: (503) 823-5311
Email: marmstrong@ci.portland.or.us

Unless written notification is given by either party of a change in the Project Manager, the above named individuals will be the parties' representatives for purposes of written communication under this Agreement.

E. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflicts of rules and doctrines.

F. Indemnification

Subject to the limits and conditions of Oregon Laws (Oregon Revised Statutes 30.260 through 30.300) and the Oregon Constitution (Article XI, Sections 7 and 10), each party shall indemnify and hold harmless the other party and the other party's officers, agents, and employees against claims, demands, actions, and suits brought against any of them arising from the negligence or intentional misconduct of the indemnifying party or its employees or agents acting within the scope of their duties.

G. Successors and Assigns

This Agreement shall bind each party, its successors, assigns, and legal representatives. No party, under any condition(s), may voluntarily assign or transfer its obligations to any third party. Any attempted assignment shall be void.

H. Independent Contractor Relationship

PSU through its employees, officers and agents, will provide the services described in this Agreement as an independent contractor, and nothing herein shall be interpreted or construed as creating or establishing the relationship of employer/employee, principal/agent, partnership, joint venture, association, or any other type of legal or business relationship between CITY and PSU or between PSU and CITY. Each party shall be solely responsible for paying its own taxes (federal, state, and local of any type or amount); the consideration owed to its own contractors

and agents; its operational expenses; the wages, salaries, benefits, withholdings, and assessments for its employees (including, for example, federal and state income taxes, Social Security, Medicare, unemployment insurance, workers compensation, pension or retirement, medical or life insurance); and the damages or settlements for claims arising from the negligent, reckless, or intentional acts of its employees or agents, all without contribution from the other party. CITY shall have no right to direct or control the manner or method by which PSU provides the services that PSU agrees to provide through this Agreement.

I. Force Majeure

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the contract.

J. Amendment

Any modifications of this Agreement must be in writing and signed by authorized representatives of both parties.

K. Severability

If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

L. Merger

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

III. APPROVAL

CITY and PSU, by the signature of their authorized representatives, hereby acknowledge that they have read this agreement, understand it, and agree to be bound by its terms and conditions.

**THE STATE OF OREGON, ACTING BY
AND THROUGH THE STATE BOARD OF
HIGHER EDUCATION ON BEHALF OF
PORTLAND STATE UNIVERSITY**

CITY OF PORTLAND

By: _____

By: _____

Name:

Name:

Its: Contracts Officer

Its: Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

Paula Henry
CITY ATTORNEY