

PSU Contract # 15277

**INTERGOVERNMENTAL AGREEMENT WITH PORTLAND STATE
UNIVERSITY**

I. PARTIES TO THE AGREEMENT

The parties to the Agreement are the CITY OF PORTLAND ("City") and the STATE OF OREGON, ACTING BY AND THROUGH THE STATE BOARD OF HIGHER EDUCATION, ON BEHALF OF PORTLAND STATE UNIVERSITY, COLLEGE OF URBAN AND PUBLIC AFFAIRS ("PSU CUPA").

II. RECITALS

WHEREAS the public interest of the citizens of the City of Portland is served by a coordinated program hosting visiting delegations interested in Portland's sustainability and livability practices; and

WHEREAS Portland State University, through the College of Urban and Public Affairs manages a program called ~~First Stop Portland~~ that provides logistics and planning services to these delegations, thus relieving the City bureaus and staff of this burden; and

WHEREAS the City and PSU CUPA jointly benefit from this 'seamless' and comprehensive program that advances the City's livability practices and assures regular engagement of the Mayor's office with national and international visitors; and

WHEREAS the purpose of the City's financial assistance is to assist PSU CUPA in paying for a program that is consistent with City authority and functions under its charter.

NOW THEREFORE the City and the District agree as follows:

III. TERMS

A. Effective Date

This Agreement is effective upon execution by all of the parties.

B. The City agrees to:

1. Use non-property tax generated General Fund revenues authorized by Council ordinance _____, to provide the District with a funding grant in the amount of Twelve Thousand Dollars (\$12,000).

2. Transfer the funding grant to PSU CUPA ~~no later than November 30, 2009~~. No invoice is required prior to payment.

C. PSU CUPA agrees to:

*within 15 days upon execution of
agreement.*

D. Le

- 1. Use the funding grant exclusively to pay the costs to operate, maintain and support *First Stop Portland*.
- 2. Responsibly apply resource management, cost containment and organizational structure to ensure the funding is used most effectively to maintain *First Stop Portland*.
- 3. Include the Mayor (or his designee) as a member of the *First Stop Portland* Advisory Board of investors. This assures City political leadership is actively and visibly represented in all *First Stop Portland* events.
- 4. Indemnify and defend the City against any claims or legal actions which are alleged to arise out of those programs or activities to which PSU CUPA has chosen to apply the City's funding grant.
- 5. Assist in the defense of this Agreement and its implementation against any legal challenge.
- 6. Refund the funding grant if a final judicial determination is made that this Agreement and/or its implementation are illegal. In such an event, PSU CUPA shall refund the money on mutually agreeable terms over a period of time.
- 6. Use the funding grant exclusively to pay or reimburse the district for costs of programs and activities for public purposes on which the City is authorized to expend funds pursuant to its charter and state law.

D. Severability

If any section, subsection, clause or phrase of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid or unenforceable for any reason, such determination shall not affect the validity of the remaining Agreement, which shall continue to be in effect.

E. Termination

This Agreement shall terminate on June 30, 2010, when all rights and responsibilities under the Agreement have been completed.

F. Amendments

This Agreement may be amended by mutual written agreement of the parties.

G. Authority

The representatives of the Parties, by their signatures below, acknowledge that they have read this Agreement, understand it, and agree that they have the legal authority to enter into this

Intergovernmental Agreement and to bind their respective jurisdiction to the terms and conditions herein.

IN WITNESS WHEREOF the authorized representatives of the City and PSU CUPA, as parties hereto, acting pursuant to the authority granted to them, have hereby agreed as of the day and year hereinafter written.

By: [Signature]
For City of Portland

By: [Signature]
For Portland State University CUPA

Dated: 12/17/09

Dated: 11/30/09

Approved as to form:

APPROVED AS TO FORM

**Stacey L. Balenger
Contracts Officer
Portland State University**

By: [Signature]
Portland City Attorney
CITY ATTORNEY

Dated: 12/10/09

By: _____
Portland State University

Dated: _____