

INTERGOVERNMENTAL AGREEMENT
Contract Number [Enter Contract Number]

This is an Agreement between the Reynolds School District, by and through the Sweetbriar Elementary School (School) and Multnomah County (County).

PURPOSE: The general purpose of this agreement is to implement the Grant Project identified in the award from the Oregon Department of Transportation Safety Division (ODOT) Grant for the Sweetbriar Elementary Safe Routes to School Program, Project No. HU-14-10-27 (the "Grant").

The parties agree as follows:

1. **TERM.** The term of this Agreement shall be from January 16, 2014, or the date on which all parties have signed, to September 30, 2015, except as may be terminated under Section 4. This Agreement term is not subject to any extension or renewal.
2. **RESPONSIBILITIES OF SCHOOL.**
 - a. The School shall provide the information, activities and services (collectively the "work") that are listed, detailed and authorized under the Grant.
 - b. The School in performing the work shall do so in a manner in full compliance with all the requirements and provisions identified under the Grant, that the County as a recipient of the Grant funds must comply with.
 - c. The School shall comply with the County's directions to meet the requirements of the Grant.
 - d. The School shall ensure that a qualified person acts as the School Safe Routes to School Coordinator (the "Coordinator") for the contract term.
 - e. School shall prepare an invoice for reimbursement that shall include the hours and the dates of the Coordinator's (or others authorized to perform the work under the Grant) work under this Agreement. The invoice shall be prepared and submitted in compliance with the Grant requirements for reimbursement for work performed and with respect to timely submission.
 - f. Upon demand of the County, the School shall promptly provide complete records of all the work provided by the School under this Agreement.
3. **RESPONSIBILITIES OF COUNTY.** Upon submission of a proper and timely invoice as provided in Section 2 and provided sufficient funds are still available under the Grant, the County agrees to pay such invoice.
4. **EARLY TERMINATION.** This agreement may be terminated by either party upon 30 day's written notice or if termination is initiated by ODOT per the grant requirements.
5. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the School from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the School shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of the School, its officers, employees and agents in the performance of this agreement.

6. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
10. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
12. **MISCELLANEOUS.**
 - a. Oregon Department of Transportation Safety Division (ODOT) Grant for the Sweetbriar Elementary Safe Routes to School Program, Project No. HU-14-10-27 (the "Grant") is hereby incorporated by this reference as if it was set forth in its entirety.
 - b. The Maximum Payment available under this Agreement payable to School shall not exceed \$13,000.00.

FOR: MULTNOMAH COUNTY, OREGON

FOR: REYNOLDS SCHOOL DISTRICT

By: _____
Marissa Madrigal

By: _____

Title: Acting County Chair

Title: _____

Date: _____

Date: _____

REVIEWED:
JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

REVIEWED:

By: /s/ Matthew O. Ryan
Matthew O. Ryan
Assistant County Attorney

By: _____

Print Name/Title

Date: _____

Date: _____