

**MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT
No. 1213081**

This is an Agreement between Troutdale 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 (ODOT) Safety Division Grant for the Troutdale Elementary Safe Routes to School Program, Project No. HU-13-10-27 (the "Grant").

The parties agree as follows:

1. **TERM.** The term of this Agreement shall be from April 4, 2013, or the date on which all parties have signed, to September 30, 2013, 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 with which the County, as a recipient of the Grant funds, must comply.
 - 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 days' 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. **ADHERENCE TO LAW.** Each party shall comply with all federal, state, and local laws and ordinances applicable to this agreement.
7. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
8. **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.
9. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
10. **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 Troutdale Elementary Safe Routes to School Program, Project No. HU-13-10-27 (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 \$10,800.

**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

TROUTDALE ELEMENTARY SCHOOL

By: _____
Jeff Cogen

By: _____

Title: County Chair

Title: _____

Date: _____

Date: _____

REVIEWED:

JENNY M. MORF, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

REVIEWED:

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

By: _____

Print Name/Title

Date: February 27, 2013

Date: _____