

INTERGOVERNMENTAL AGREEMENT / REVENUE

between

SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON

(PORTLAND PUBLIC SCHOOLS)

and

AGENCY NAME

Contract No. IGA/R

This Contract Shall be binding on the District only if it is

signed by THE DEPUTY CLERK OR AUTHORIZEDDESIGNEE

This intergovernmental agreement (“Contract”) is between School District No. 1J, Multnomah County, Oregon (“Portland Public Schools” or “District”) and AGENCY NAME (“Agency”) pursuant to authority in ORS Chapter 190. District and Agency agree as follows:

###### AGENCY DATA

**Agency Name:** AGENCY NAME

**Agency Contact Person:**      

**Address:**

**City, State, ZIP:**

**Telephone:**

**Email:**

**District Point of Contact:**  Name of Dept./School Contract Manager, *Email prefix@pps.net*), Name of Dept./School, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

**\*All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

TERMS AND CONDITIONS

1. **Term and Termination.** This Contract becomes effective on      . Unless earlier terminated as provided below, this Contract shall continue through      .
2. **Early Termination.**  Unless otherwise specified herein, this Contract may be terminated as follows:
   1. Mutual: District and Agency may terminate this Contract at any time by their written agreement.
   2. Unilateral: Either party may terminate this Contract upon providing 60 days’ written notice to the other party.
3. Contract Documents. This Contract consists of these Terms and Conditions and the documents (“Exhibits”) listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A (Statement of Work)

1. **Statement of Work.** District shall perform the work described in Exhibit A.
2. **Maximum Total Payment; Invoices.** No payment shall be made until this Contract is fully executed by the authorized representatives of both parties. Agency shall pay District up to a maximum total payment, including all expenses whatsoever, of **$0.00** for District services detailed in Exhibit A. District shall send invoices to the Agency Contact Person listed above. Upon work completion, work acceptance, invoice approval, and according to these Terms and Conditions, Agency shall pay District net 30 days.
3. **Independent Contractor Status.** By its signature on this contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor as defined in ORS 670.600, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300).  Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.
4. **Subcontracts; Assignment.** Neither party shall subcontract or assign any part of this Contract without the written consent of the other party.
5. **Records Maintenance; Access to Records.** Both parties shall retain and keep accessible all financial records, books, documents, papers, plans, records of shipments and payments and writings (collectively, “Documents”) for a minimum of six years, or any longer period that may be required by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later. Each party shall have access to the Documents whether in paper, electronic, or other form of the other party, which are related to this Contract for the purpose of examination, copying, and audit, unless otherwise limited by law.
6. **Confidentiality; FERPA Re-disclosure.** **Family Education Rights and Privacy Act (“FERPA”) prohibits the re-disclosure of confidential student information.** Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively “FERPA.”  Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a “school official” as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that will it not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law.  If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.
7. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws applicable to public contracts, licensures, business registrations, and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.
8. **Mutual Indemnification.** Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), District agrees that it shall indemnify and hold harmless Agency against and from any costs, expenses, attorneys’ fees, damages, claims, grievances, injury, or loss to which Agency may be subject directly relating to any wrongdoing, misconduct, wont of care, skill, negligence, or default by District’s agents, employees, or assigns, in the execution or performance of this Contract.

Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Agency agrees that it shall indemnify and hold harmless District against and from any costs, expenses, attorneys’ fees, damages, claims, grievances, injury, or loss to which District may be subject directly relating to any wrongdoing, misconduct, wont of care, skill, negligence, or default by Agency, Agency’s agents, employees, or assigns, in the execution or performance of this Contract.

1. **Insurance.** District is self-insured according to the statutory limits set in the State of Oregon for any liability, property, and auto claims. District represents and warrants that it has and will maintain adequate funding of this self-insurance to cover any claim that may result from or arise out of this Contract. In addition, District is self-insured for its workers’ compensation for employees and shall provide benefits as prescribed by the State of Oregon. If Agency is providing any services under this Contract, then Agency shall maintain the following insurance coverage(s) (or equivalent self-insurance coverage) for the term of the Contract:
2. Workers’ Compensation. As required by ORS 656.017, subject employers shall provide workers’ compensation coverage in accordance with ORS Chapter 656 for all subject workers. Agency and all subcontractors of Agency with one or more employees shall have this insurance unless exempt under ORS 656.027. Agencies that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.
3. Professional Liability / Errors & Omissions (E&O). If Agency is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Agency shall maintain professional liability / E&O insurance coverage of at least $1,000,000 for each claim, incident, or occurrence, and at least $2,000,000 annual aggregate coverage. This coverage shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.
4. General Liability. Agency shall maintain general liability insurance coverage of at least $1,000,000 for each claim, incident, or occurrence, and at least $2,000,000 annual aggregate coverage.
5. Motor Vehicle Liability. If Agency is providing services that require Agency to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Agency shall maintain motor vehicle liability insurance of at least $1,000,000 for each claim, incident, or occurrence.
6. Additional Requirements.All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Agency alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Agency’s coverage shall be primary in the event of loss.
7. Certificate of Insurance. Upon District request, Agency shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days prior written notice from Agency or its insurer to District. Each certificate shall also state the relevant deductible or retention level. For general liability coverage, the certificate shall also provide that District, its agents, officers, and employees are additional insureds with respect to Agency’s services provided under this Contract. If Agency is self-insured in full or in part, Agency shall submit proof of self-insurance coverage equal to or better than the insurance coverages required in this section.
8. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.
9. **Controlling Law; Venue.** The parties agree that that Oregon law will govern any dispute under this Contract or related to this Contract, and that they will conduct any litigation arising out of this Contract in courts located in Multnomah County, Oregon
10. **Amendments; Renewal.** Any amendments, consents to, or waivers of the provisions of this Contract shall be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
11. **Waiver; Severability.** Waiver of any default or breach under this Contract by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
12. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract.  Counterparts may be delivered by electronic means.
13. **Entire Agreement.** When signed by the authorized representatives of both parties, this Contract and its attached Exhibits is their final and entire agreement. As their final expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

**I HAVE READ THIS CONTRACT, INCLUDING ITS EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT on behalf of the party I represent AND AGREE TO BE BOUND BY ITS TERMS.**

**AGENCY DISTRICT**

Signature Emily Courtnage

Director, Purchasing & Contracting

Printed Name and Title Date

Date