

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE PORTLAND PUBLIC SCHOOLS AND THE CITY OF PORTLAND'S
BUREAU OF PURCHASES
AGREEMENT FOR TRANSPORTATION SERVICES**

This Intergovernmental Agreement (Agreement) by and between Multnomah County School District 1J, Portland Public Schools (hereinafter "PPS") and the City of Portland, a municipal corporation organized under Oregon law (hereinafter "City"), acting by and through its Bureau of Purchases (hereinafter BOP).

RECITALS

WHEREAS, based on the findings in the Connected by 25 research report, only 57% of 9th graders entering PPS graduate within four years; and

WHEREAS, the transition from 8th to 9th grade is a pivotal time for students who struggle academically; and

WHEREAS, the Mayor and Multnomah County Chair Ted Wheeler have convened an Education Cabinet focused on increasing the graduation rate by 50% within four years; and

WHEREAS, the Education Cabinet has sponsored three initiatives including Portland Multnomah Youth Corps; and

WHEREAS, the City of Portland is committed to these efforts, and is working closely with local school districts to align resources and interventions to students who are at high risk of dropping out of school.

NOW THEREFORE, in recognition of the foregoing Recitals, PPS and the City agree as follows:

AGREEMENTS

I. PURPOSE OF THE AGREEMENT

The City recognizes PPS's experience and expertise in administering student transportation services through its third-party provider, First Student. By leveraging pre-existing PPS contracts and PPS employees who have experience administering these programs, the City was able to collaborate and avoid unnecessary expenses and duplication of effort. Therefore,

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PPS and BOP have agreed to work together to provide transportation services for the Portland Multnomah Youth Corps – Career + College Exploration (PMYC) project.

I. SCOPE OF WORK

A. PPS, in collaboration with the City, provided student transportation services to PMYC participants through a contracted third-party provider, First Student. The specific responsibilities of PPS and City are further described in paragraphs B and C below.

B. PPS Responsibilities:

1. In collaboration and cooperation with the City, PPS will schedule, on a weekly basis, the appropriate number of buses to execute the PMYC transportation plan submitted by the City. PPS in conjunction with its transportation contractor will ensure that the bus drivers know the locations and times of service specified on the transportation plan.
2. In collaboration and cooperation with the City, PPS will respond to any service failures and rectify any problems in a timely manner.
3. PPS in conjunction with its transportation contractor will obtain all necessary approvals, permits, licenses, or other permissions necessary to provide said transportation.
4. PPS will pay any and all invoices presented by First Student, and provide copies of these invoices to BOP for reimbursement from the City.

C. City Responsibilities

1. By Thursday of each week, staff in the Mayor's Office will provide PPS with the transportation plan for the upcoming week. The plan will specify the number of busses needed, and it will identify all pick-up and drop-off times and locations. The plan will also list appropriate contact information for all sites and programs.
2. The City has sole responsibility for scheduling site visits and maintaining relations with site hosts and program staff.
4. The City will notify PPS of any transportation-related problems in a timely manner.

EXHIBIT A**II. TERMS**

1. The term of the Agreement will begin May 1, 2009 and continue until April 30, 2010, or when the financial obligation of the city has been met under a provision of this Agreement.

III. PAYMENT

- A. PPS will submit an invoice outlining destinations and costs related to the transporting of students for this project.
- B. The City will pay PPS an amount not to exceed \$22,500.00 within 30 days of the receipt of the invoice.

IV. MISCELLANEOUS PROVISIONS

- A. **EARLY TERMINATION** – Either party may terminate this agreement by giving thirty (30) days written notice. In the event of termination, BOP shall be entitled to work performed prior to the termination date if such work was performed in accordance with the Agreement. In the event of a termination, BOP shall submit to PPS a final billing in a manner consistent with Section III of the Agreement. PPS shall not be liable for indirect or consequential damages.
- B. **ADHERENCE TO LAW** – The parties shall comply with all federal, state and local laws and ordinances applicable to their own employees, including all applicable employment laws, regulations and administrative rules established pursuant to those laws.
- C. **INDEMNIFICATION** – To the extent permitted by Oregon law, and in accordance with the provisions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, including the limits of liability for public bodies set forth therein, PPS shall defend, save, and hold harmless the City, its officers, agents, and employees, from all claims, suits, or actions arising out of their negligent acts, errors, or omissions of PPS and its subcontractors and sub-consultants, agents or employees in performance of their duties under this agreement and the City shall defend, save and hold harmless PPS, its officers, agents and employees, from all claims, suits or actions arising out of the negligent acts, errors or omissions of the City and its agents and employee in performance of its duties under this agreement.
- D. **CONTACTS** – Individuals identified below are the designated contacts for the coordination of this Agreement, unless another individual is designated by written notice to the other party. Notice and communications provided for under this Agreement shall be addressed to the following individuals:

EXHIBIT A

If to PPS then: Julie Higgins, Chief Clerk Transportation Fiscal
 Portland Public Schools – Student Transportation
 716 NE Marine Drive
 Portland, Oregon 97211
 503-916-6901 ext 77286
jhiggins@pps.k12.or.us

If to BOP then: Loretta Young, Contractor Development Supervisor
 City of Portland- Bureau of Purchases
 1120 SW Fifth Avenue, Room 750
 Portland, Oregon 97204
 503-823-6850
loryoung@ci.portland.or.us

- E. GOVERNING LAW – This Agreement is entered into within the State of Oregon and governed by Oregon law, and shall be deemed to incorporate by reference all requirements for public contracts as may be required by law.
- F. SEVERABILITY – If any provision of this Agreement is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and the provision shall be stricken.
- G. ENTIRE AGREEMENT – This Agreement sets forth the entire agreement between the parties hereto and replaces or supersedes all prior discussions or agreements between the parties related to the same subject matter. The parties agree that any modification to this Agreement must be mutual and in writing.

IN WITNESS WHEREOF, PPS and the City have executed this Agreement as of the date and year first above written.

CITY OF PORTLAND

PORTLAND PUBLIC SCHOOLS

By _____
 City of Portland, Office of the Mayor

By: _____
 Phil Weber
 Director – Student Transportation

By _____
 Jeffrey B. Baer, Purchasing Agent

Date: _____

APPROVED AS TO FORM

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 City Attorney

 Board Counsel