

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT RELATED TO IMPROVEMENTS TO EAST PORTLAND SPORTS FIELDS AND ALLOCATION OF FUNDS TO ASSIST IN THIS INITIATIVE ("Agreement"), effective August, 2011 ("Effective Date") is between **THE CITY OF PORTLAND, OREGON**, a municipal corporation ("City"), and **THE PARKROSE SCHOOL DISTRICT** ("School District").

RECITALS

- A. The City and the School District are authorized to enter into intergovernmental agreements with other local governments.
- B. The City and the School District recognize that providing access to suitable sports fields for East Portland residents is a valuable component of overall neighborhood livability.
- C. All Portland residents and youth have the right to safe, clean, and accessible parks and open green spaces.
- D. Parkrose Heights neighborhood is the furthest away from any public park or green space in Portland and is the largest and most park deprived area in Portland.
- E. The Parkrose neighborhood includes above average numbers of people living poverty and people of color, along with poor parkland access.
- F. Soccer is a sport that is widely loved and played across cultures and has the ability to bring together families of different races, cultures and ethnicities together.
- G. In accordance with the Youth Bill of Rights, extra-curricular activities and facilities to support those activities, including athletics, should be made available to all students. Children and youth should have access to athletics and other activities regardless of their family's inability to pay to ensure and promote health and wellness for youth.
- H. The City Council appropriated funds for this purpose in the Fiscal Year 2011-12, Special Appropriation Adopted Budget.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows.

AGREEMENT

1. RECITALS

The Recitals above are true and are incorporated into and are a part of this Agreement.

2. TERM

The term of this Agreement shall commence and be binding upon the School District and the City as of the Effective Date and shall continue until June 30, 2012, unless terminated earlier pursuant to the provisions of this Agreement.

3. CITY FUNDING

The City agrees to disburse ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00) in non-property tax generated General Fund City revenues, within 30 days of the effective date of this agreement, to the School District for sport field improvements. No invoice is required to make this payment.

4. SCHOOL DISTRICT FUNDING

The School District agrees to apply such disbursed funds exclusively to improve sports field facilities. The School District will provide a memorandum to the City confirming the work has been performed as per this agreement prior to the termination date of this agreement.

If for any reason the School District does not expend all disbursed funds as required by this agreement, the School District shall immediately refund to the City any funds not expended.

5. INDEMNITY

The School District shall hold harmless, indemnify and defend the City and the City's officers, agents and employees against all claims, demands, action and suits (including attorney fees and costs) brought against any of them arising from the School District's work against any claims or legal actions which are alleged to arise out of the work or activities to which the School District has applies the City's funding grant.

The School District further agrees to assist in the defense of this Agreement and its implementation against any legal challenge.

6. LIABILITY INSURANCE

The School District shall maintain public liability and property damage insurance that protects the School District and the City, and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the School District's work under this Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days

written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the Agreement, the School District shall provide a new policy with the same terms. The School District agrees to maintain continuous, uninterrupted coverage for the duration of the Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the School District.

The School District shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under this subsection. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the City. In lieu of filing the certificate of insurance required herein, if the School District is a public body, the School District may furnish a declaration that the School District is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

7. NOTICES

All notices required under this Agreement shall be deemed to be properly served if sent by certified mail, return receipt requested, or delivered by hand to the last address previously furnished by the parties hereto.

Until hereafter changed by the parties by notice in writing, notices shall be sent as follows:
to the City at:

City of Portland
Office of Commissioner Nick Fish
1221 SW 4th Avenue—
Portland, OR 97204
Attention: Jim Blackwood

to the School District at: Karen Fisher-Gray
10636 NE Prescott Street
Portland, OR 97220
Attention: Mary Larson

The date of service of such notice by mail is agreed to be three (3) calendar days after the date such notice is deposited in a post office of the United States Postal Service, postage prepaid, return receipt requested, certified mail or, if delivered by hand, then the actual date of hand delivery. Notice may also be given by facsimile. The burden of proof concerning receipt of the facsimile will be on the sender who may satisfy the burden by presenting a receipt of the transmission showing the date the transmission successfully occurred, the facsimile number that the transmission was sent to, the name of the party to whom the facsimile was sent, and a description of the document sent.

8. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the School District and the City. It is understood and agreed by the City that neither the School District nor the School District's agents or employees have made any representations or promises with respect to this Agreement or the making of or entry into this Agreement, except as expressly set forth in this Agreement. No claim for liability shall be asserted based on any claimed breach of any representations or promises not

expressly set forth in this Agreement. All oral agreements, if any, are void and expressly waived by the City. This Agreement has been thoroughly negotiated between the parties; therefore, in the event of ambiguity, there shall be no presumption that such ambiguity should be construed against the drafter.

9. GOVERNING LAW

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Oregon. Jurisdiction shall be with Multnomah County Courts or the Federal Court located in Portland, Oregon.

IN WITNESS HEREOF, the parties have subscribed their names hereto effective as of the year and date first written above.

THE CITY OF PORTLAND

PARKROSE SCHOOL DISTRICT

By: _____

By: Karen Gray

Print Name: _____

Print Name: Karen Gray

As Its: _____

As Its: Superintendent

Date: _____

Date: 8/16/11

APPROVED AS TO FORM
FOR THE CITY:

By: [Signature]
Counsel for The City of Portland