

**INTERGOVERNMENTAL AGREEMENT
BETWEEN PARKROSE SCHOOL DISTRICT AND THE CITY OF PORTLAND FOR
ONE-TIME FUNDS AND ONGOING PARTNERSHIPS**

This Intergovernmental Agreement ("IGA"), authorized pursuant to ORS 190.110, is entered into by and between Parkrose School District ("Parkrose") and the City of Portland ("City").

RECITALS

- A. Education is one of the top four overarching goals of the City's Portland Plan; and
- B. The City has partnered with Parkrose to provide a total of \$353,493.00 to Parkrose Schools in the 2012-13 school year, contingent on certain actions to be undertaken by the City and Parkrose; and,
- C. In general, the City agreed to adopt a budget that would free up \$353,493.00 in resources in order to make a contribution and donation to Parkrose. Parkrose agreed to take certain budgetary actions, which are described in Paragraph D below and to continue certain partnerships with the City; and,
- D. In general, the City agreed to adopt a budget that would free up \$353,493.00, in resources in order to make a contribution and donation to Parkrose. Parkrose agreed to take certain budgetary actions, which are described in a letter from the Parkrose School District, that is attached as Exhibit A and incorporated herein by reference; and,
- E. The Parkrose Superintendent's budget reductions have required the Reduction in Force (RIF) of 12.5 certified and administrative full time equivalents, the use of ending fund balance that is now down to 3% total, and the reduction in the school year by eight days, for three years in a row; and,
- F. Parkrose and the City also agree to continue to pursue existing and ongoing partnerships as outlined in Exhibit A attached and include working with Portland Parks and Recreation on community gardens such as the one located at Sumner School in the Sumner neighborhood and incorporating space for potential community gardens, learning gardens or rain gardens in any major renovations as part of the district's long-term facilities planning; and,
- G. In light of these common objectives, on June 6, 2012, the City Council adopted Resolution # 36929, which approved the execution of Intergovernmental Agreements with school districts that Portland students attend.

AGREEMENT

1. **Recitals.** The recitals above are hereby incorporated by reference.
2. **Effective Date/Term.** This IGA is effective from the date that all parties have executed this agreement. The term of this IGA is one year from the date that all parties have signed it.
3. **Financing.** City agrees to provide funding to Parkrose in the sum of \$393,493.00 contingent upon the actions of Parkrose as set forth in the above recitals, including Exhibit A. The parties also acknowledge their commitment to existing and ongoing partnerships regarding community gardens as outlined in the above recitals and Exhibit A. Following the execution of this agreement, the City will make payment on fifty-percent of funds due to Parkrose within 45 days and the remaining payment will be made to Parkrose no later than January 18, 2013.
4. **Amendments.** The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. The Mayor of the City of Portland, or designee, is authorized to amend this IGA provided it does not increase the cost to the City.
5. **Captions.** The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.
6. **Law/Choice of Venue.** Oregon law, without reference to its conflict of laws provisions, shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and litigation shall be in Multnomah County, Oregon. Before commencing any actions under this agreement, the parties agree to enter into mediation if a dispute arises that cannot otherwise be resolved by the parties.
7. **Use of Funds/Indemnification.** Parkrose will use the funds received from the City in accordance with this IGA and shall not use the funds for any other purpose whatsoever. Parkrose shall hold harmless, indemnify and pay back the City for any expenditure of funds that is not in accordance with the requirements of this IGA. This paragraph shall survive the expiration or termination of this agreement.
8. **Severability/Survival.** If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this IGA for any cause.
9. **No Third Party Beneficiary.** The City and Parkrose are the only parties to this IGA and as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
10. **Merger Clause.** This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in

writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

11. Counterparts: Electronic Signatures. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. The Parties agree that they may conduct this transaction, including any amendments or extension, by electronic means including the use of electronic signatures.

12. Assignment. No Party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due under this Agreement, without the prior written approval of the other Parties. This Agreement shall bind and inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and permitted assigns.

13. Termination. This IGA may be mutually terminated at any time by written consent of the parties. The City may unilaterally terminate this IGA if Parkrose fails to use the Net Revenues in accordance with his IGA.

14. Dispute Resolution. In the event a dispute arises regarding the use of the Net Revenues by Parkrose or any other matter covered by this IGA, the parties agree to have high-level representatives of the City and Parkrose to engage in discussions before taking any legal action. If discussions fail to resolve the issue, the parties shall engage in mandatory mediation in an attempt to resolve the dispute. In the event of mediation the parties shall each pay one-half of the mediator's bill. If mediation fails to resolve the matter either party may take any legal action permitted to it under the law of the State of Oregon.


IN WITNESS WHEREOF, the duly authorized representatives of the City and Parkrose have executed this Contract in triplicate as of the date and year first above written.

CITY OF PORTLAND

PARKROSE SCHOOL DISTRICT

Authorized Signature

Date


Authorized Signature

Date

Memorandum

July 20, 2012

RE: FY 2012-2013, City Partnership with Schools

TO: Office of the Mayor

CC: Commissioner Nick Fish, Commissioner Amanda Fritz, Commissioner Randy Leonard, Commissioner Dan Saltzman, OMF CAO Jack Graham

From: Parkrose School District

185561

We in the Parkrose School District extend our gratitude to the Portland City Council. Your leadership and recognition of the critical role that education plays in the economic prosperity and vitality of our community is part of what makes this a great city. We recognize the magnitude of this action during this tough fiscal climate.

I. Fund Transfer

Our understanding is that the City of Portland commits to Transferring \$353,498.00 to the Parkrose School District to support the continuation and rehiring of teachers and programs supporting youth.

Fund transfer will be formalized as part of an Intergovernmental Agreement to be executed by both the City and the Parkrose School District during the Summer of 2012.

II. Budget reductions

The following outlines the budget reductions that Parkrose under the current fiscal climate that has made this influx of resources necessary:

Reduction in Force of 12.5 certified and administrative FTE (fourth year in a row of RIFs)

Use of ending fund balance that is now down to 3% total

Reduction in the school year by 8 days, our third year in a row of reducing the school year

III. City Investment

The amount allocated in non-property tax resources will be used by Parkrose School District to provide for school safety and maintenance of school facilities. As a result, that will free up the District's budget and enable us to hire back 4.5 FTE of certified staff to teach children and lower already high class sizes. These will be at all academic levels K-12 including English Language Learner positions.

IV. Community Gardens

Our understanding is that this partnership will allow for at least one community garden to be housed in each district. The City of Portland Parks and Recreation will work with Karen Fischer Gray, Superintendent of the Parkrose School District. We currently are working with the City of Portland's Parks and Recreation Department on our community garden at Sumner School in the Sumner Neighborhood. We are very excited about this new community garden.

in light of this endeavor, the Parkrose School District will also commit to incorporate space for potential community gardens, learning gardens or rain gardens in any major renovations as part of the district's long-term facilities planning.

Memorandum

July 20, 2012

RE: FY 2012-2013, City Partnership with Schools

TO: Office of the Mayor

CC: Commissioner Nick Fish, Commissioner Amanda Fritz, Commissioner Randy Leonard,
Commissioner Dan Saltzman, OMF CAO Jack Graham

From: Parkrose School District

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Fund transfer will be formalized as part of an Intergovernmental Agreement to be executed by both the City and the Parkrose School District during the Summer of 2012.

II. Budget reductions

The following outlines the budget reductions that Parkrose under the current fiscal climate that has made this influx of resources necessary:

Reduction in Force of 12.5 certified and administrative FTE (fourth year in a row of RIFs)

Use of ending fund balance that is now down to 3% total

Reduction in the school year by 8 days, our third year in a row of reducing the school year

III. City Investment

The amount allocated in non-property tax resources will be used by Parkrose School District to provide for school safety and maintenance of school facilities. As a result, that will free up the District's budget and enable us to hire back 4.5 FTE of certified staff to teach children and lower already high class sizes. These will be at all academic levels K-12 including English Language Learner positions.

IV. Community Gardens

Our understanding is that this partnership will allow for at least one community garden to be housed in each district. The City of Portland Parks and Recreation will work with Karen Fischer Gray, Superintendent of the Parkrose School District. We currently are working with the City of Portland's Parks and Recreation Department on our community garden at Sumner School in the Sumner Neighborhood. We are very excited about this new community garden.

In light of this endeavor, the Parkrose School District will also commit to incorporate space for potential community gardens, learning gardens or rain gardens in any major renovations as part of the district's long-term facilities planning.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN REYNOLDS SCHOOL DISTRICT AND THE CITY OF PORTLAND FOR
ONE-TIME FUNDS AND ONGOING PARTNERSHIPS**

This Intergovernmental Agreement ("IGA"), authorized pursuant to ORS 190.110 et. seq. is entered into this 25th day of June, 2012, by and between Reynolds School District, ("Reynolds") and the City of Portland ("City").

RECITALS

- A. Education is one of the top four overarching goals of the City's Portland Plan;
- B. The City has partnered with the Reynolds to provide a total of \$206,943.00 to Reynolds Schools in the 2012-13 school year, contingent on certain actions to be undertaken by the City and Reynolds Schools; and,
- C. In general, the City agreed to adopt a budget that would free up \$206,943.00 in resources in order to make a contribution and donation to Reynolds. Reynolds agreed to take certain budgetary actions, which are described in Exhibit A, a letter from the Reynolds School District, that is attached as Exhibit A and incorporated herein by reference; and
- D. The \$206,943.00 in non-property tax resources will be used by Reynolds to pay for safety related expenses that will then free up Reynolds resources and allow Reynolds to direct its own funds to use as outlined in Exhibit A attached and,
- E. The Reynolds Superintendent's proposed budget, approved by the Reynolds School Board on June 13, 2012, required overcoming a \$3,952,000 gap between resources and requirements, and in closing this gap, the Superintendent proposed: reducing general fund reserves by \$3,952,000 (leaving a 5% unappropriated ending fund balance and reducing: administration and centrally instructional assistants; reducing the safety budget by 50,000; reducing the Media Budget by \$59,000; reducing the English Language Development budget by \$5,000; reducing funding for professional development by \$250,000; continuing to partially staff media specialists at the middle school level; reducing elementary teacher staffing by 3 teachers; and conducting a partial adoption of social studies materials.
- F. Reynolds and the City also agree to continue to pursue existing and ongoing partnerships as outlined in Exhibit A attached including business sponsorship of building renovations, business partnership to increase funding for student tutoring, and long-term Community Garden implementation in Reynolds School District.
- G. In light of these common objectives, on June 6, 2012, the City Council adopted Resolution # 36929, which approved the execution of Intergovernmental Agreements with school districts that Portland students attend.

AGREEMENT

1. **Recitals.** The recitals above are hereby incorporated by reference.

2. **Effective Date/Term.** This IGA is effective from the date that all parties have executed this agreement. The term of this IGA is one year from the date that all parties have signed it.

3. **Financing.** City agrees to provide funding to Reynolds in the sum of \$206,943.00 contingent upon the actions of Reynolds as set forth in the above recitals including Exhibit A. The parties also acknowledge their commitment to existing and ongoing partnerships regarding the development of a long-term and viable community garden, and the increase of business partnerships to improve Reynolds School District services for its students. Following the execution of this agreement, the City will make payment of fifty-percent of funds due to Reynolds within 45 days and the remaining payment will be made to Reynolds no later than January 18, 2013.

4. **Amendments.** The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. The Mayor of the City of Portland, or designee, is authorized to amend this IGA provided it does not increase the cost to the City.

5. **Captions.** The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.

6. **Law/Choice of Venue.** Oregon law, without reference to its conflict of laws provisions, shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and Litigation shall be in Multnomah County, Oregon. Before commencing any actions under this agreement, the parties agree to enter into mediation if a dispute arises that cannot otherwise be resolved by the parties.

7. **Use of Funds/Indemnification:** Reynolds will use the funds it receives from the City in accordance with this IGA and shall not use the funds for any other purpose whatsoever. Reynolds shall hold harmless, indemnify and pay back the City for any expenditure of funds that is not in accordance with the requirements of this IGA. This paragraph shall survive the expiration or termination of this agreement.

8. **Severability/Survival.** If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this IGA for any cause.

9. **No Third Party Beneficiary.** City and Reynolds are the only parties to this IGA and as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

10. Merger Clause. This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

11. Counterparts: Electronic Signatures. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. The Parties agree that they may conduct this transaction, including any amendments or extension, by electronic means including the use of electronic signatures.

12. Assignment. No Party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due under this Agreement, without the prior written approval of the other Parties. This Agreement shall bind and inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and permitted assigns.

13. Termination: This IGA may be mutually terminated at any time by written consent of the parties. The City may unilaterally terminate this IGA if Reynolds fails to use the Net Revenues in accordance with his IGA.

14. Dispute Resolution: In the event a dispute arises regarding the use of the Net Revenues by District or any other matter covered by this IGA, the parties agree to have high level representatives of City and Reynolds to engage in discussions before taking any legal action. If discussions fail to resolve the issue the parties shall engage in mandatory mediation in an attempt to resolve the dispute. In the even of mediation the parties shall each pay one-half of the mediator's bill. If mediation fails to resolve the matter either party may take any legal action permitted to it under the law of the State of Oregon.

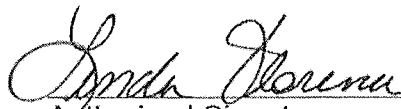
IN WITNESS WHEREOF, the duly authorized representatives of Reynolds and CITY have executed this Contract in duplicate as of the date and year first above written.

CITY OF PORTLAND


REYNOLDS SCHOOL DISTRICT

Authorized Signature

Date

 8-17-12

Authorized Signature Date

 8/17/12

MEMORANDUM

June 25, 2012

RE: FY 2012-2013, City Partnership with Schools

TO: Office of the Mayor

CC: Commissioner Nick Fish, Commissioner Amanda Fritz, Commissioner Randy Leonard,
Commissioner Dan Saltzman, OMF CAO Jack Graham

From: Reynolds School District

We, the staff and leadership of Reynolds School District, extend our gratitude to the Portland City Council. Your leadership and recognition of the critical role that education plays in the economic prosperity and vitality of our community is part of what makes this a great city. We recognize the magnitude of this action during this tough fiscal climate.

I. FUND TRANSFER

Our understanding is that the City of Portland commits to Transferring \$206,943 to Reynolds School District to support the continuation and rehiring of teachers and programs supporting youth.

Fund transfer will be formalized as part of an Intergovernmental Agreement to be executed by both the City and Reynolds School District during the Summer of 2012.

II. BUDGET REDUCTIONS

The following outlines the budget reductions, among others, that Reynolds School District under the current fiscal climate over the last three years that has made this influx of resources necessary:

- The reduction of 120 classroom teachers
- The reduction of 6 music teachers
- The reduction of 11 media specialists
- The reduction of 8 media assistants
- The reduction of the equivalent of 30 instructional assistants
- The reduction of safety monitoring hours and in school suspension hours
- \$60,000 in library resources from the media budget
- The partial adoption of social studies materials
- The reduction of \$250,000 in professional development for staff
- The reduction of 3 elementary school teachers

III. CITY INVESTMENT

The amount allocated in non-property tax resources will be used by Reynolds School District to pay for safety related expenses such as reinstating some hours of in school suspension and hall monitoring time, the required purchase of some safety monitoring hardware, and other matters within the Reynolds School District budget that will then free up resources and allow Reynolds School District to direct its own funds to:

- One half-time literacy coach and funds for tutoring students at Walt Morey MS
- 3 half-time media assistants to support middle school libraries
- Additional books and resources for the Reynolds High School library
- Arts Education activities

IV. COMMUNITY GARDENS

Our understanding is that this partnership will allow for at least one community garden to be housed in each district. The City of Portland Parks and Recreation will work with Carla Sosanya and Chuck Cooper of Reynolds School District to identify where the community gardens will be located.

In light of this endeavor, the Reynolds School District will also commit to incorporate space for potential community gardens, learning gardens or rain gardens in any major renovations as part of the district's long-term facilities planning.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN PORTLAND PUBLIC SCHOOLS AND THE CITY OF PORTLAND FOR
ONE-TIME FUNDS AND ONGOING PARTNERSHIPS**

This Intergovernmental Agreement ("IGA"), authorized pursuant to ORS 190.110 et seq., is entered into by and between Portland Public School District ("PPS") and the City of Portland ("City").

RECITALS

- A. Education is one of the top four overarching goals of the City's Portland Plan; and,
- B. The City has partnered with the PPS and PAT to provide a total of \$5,000,000.00 to Portland Public Schools in the 2012-13 school year, contingent on certain actions to be undertaken by the City, PPS and the Portland Association of Teachers (PAT); and,
- C. In general, the City agreed to adopt a budget that would free up \$5,000,000.00 in resources in order to make a contribution and donation to PPS. PPS agreed to take certain budgetary actions, which are described in Paragraph G below and to resolve certain outstanding issues with PAT. PAT agreed to make a monetary contribution in the form of delayed salary increases and to resolve certain outstanding issues it had with PPS, which are outlined in a Tentative Agreement dated May, 2012; and,
- D. Of the \$5,000,000.00 total, the City agreed to provide \$4,500,000.00 from non-property tax resources within the City General Fund, specifically Business License Fee dollars, directly to PPS and \$500,000.00 in Tax Increment Financing (TIF) resources to be used for a real property transaction; and,
- E. Of the \$5,000,000.00 total, the City agreed to provide \$500,000.00 in TIF resources, specifically Housing Set Aside dollars within the Lents Urban Renewal Area (URA), to be spent in accordance with a Memorandum of Understanding (MOU) executed between City and PPS dated June 6, 2012. That MOU concerns the lease by the City of the PPS Foster Elementary School Property site, located at 5205 S.E. 86th Avenue, Portland, Oregon for the purpose of pursuing an Early Learner Education Center (EC) and a Native American Youth Family Center (NAYA) Intergenerational Community (IGC) for adoptive families of foster children. PPS, NAYA and the City intend to execute an IGA and grant agreement consistent with the MOU for the Foster Elementary School site; and,
- F. The \$4,500,000.00 in non-property tax resources will be used by PPS to pay for facilities related expenses, such as cleaning, repairs and maintenance that will then free up PPS resources and allow PPS to direct its own funds to the hiring and retention of teachers; and,
- G. On May 14, 2012, the Portland Public Schools Board of Directors passed Resolution No. 4598 overcoming a \$27.5 million gap between resources and requirements. In closing this gap, the Board approved the reduction of general fund reserves by \$7.5 million and reducing administration and centrally allocated educational supports by \$9.5 million. On June 25, 2012,

the PPS Board took action on additional reductions to administration and centrally allocated supports by \$2.65 million more, in accord with this agreement between the City, PAT, and PPS; and,

H. PPS and the City also agree to continue to pursue existing and ongoing partnerships as outlined in Exhibit A of City Resolution No. 36929 adopted on June 6, 2012 for Marshall High School Field, Community Gardens, the Whitaker School site, and the Southeast corner of the Washington Monroe High School site; and,

I. In light of these common objectives, the City adopted Ordinance No. 185367 on May 30, 2012 and Resolution No. 36929 on June 6, 2012; PPS School Board voted on its budget in Resolution No. 4598 on May 14, 2012 and School Board approval of this Agreement is anticipated on August 20, 2012. PAT completed its required actions in May of 2012.

AGREEMENT

1. Recitals. The recitals above are hereby incorporated by reference.

2. Effective Date/Term. This IGA is effective from the date that all parties have executed this agreement. The term of this IGA is one year from the date that all parties have signed it.

3. Foster Elementary School Site. PPS agrees to enter into a separate IGA and lease in fiscal year 2012-2013 in regard to the Foster Elementary School Site. The lease term will be for a period of 65 to 99 years at a cost of \$500,000.00, which will come from Housing Set Aside dollars within the Lents URA. The terms of the IGA and lease will be consistent with the MOU previously adopted between the parties. The IGA and lease are anticipated to be executed no later than January 31, 2013. The IGA and lease will be approved as to form by the City Attorney's office. Provided it is approved as to form, Commissioner Dan Saltzman, or his designee, is authorized to accept or reject that IGA and lease on behalf of the City.

4. Financing. City agrees to provide funding to PPS in the sum of \$4,500,000.00 contingent upon the actions of PPS and PAT, as set forth in the above recitals, and acknowledges its and PPS's commitment to existing and ongoing partnerships regarding Marshall High School Field, Community Gardens, the Whitaker School site, and the Southeast corner of the Washington Monroe High School site. Following the execution of this agreement, the City will make payment on fifty-percent of funds due to PPS within 45 days and the remaining payment will be made to PPS no later than January 18, 2013.

5. Amendments. The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. The Mayor of the City of Portland, or his designee, is authorized to amend this IGA provided it does not increase the cost to the City.

6. Captions. The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.

7. Law/Choice of Venue. Oregon law, without reference to its conflict of laws provisions, shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and Litigation shall be in Multnomah County, Oregon. Before commencing any actions under this agreement, the parties agree to enter into mediation if a dispute arises that cannot otherwise be resolved by the parties.

8. Use of Funds/Indemnification. PPS will use the funds received from the City in accordance with this IGA and shall not use the funds for any other purpose whatsoever. PPS shall hold harmless, indemnify and pay back the City for any expenditure of funds that is not in accordance with the requirements of this IGA. This paragraph shall survive the expiration or termination of this agreement.

9. Severability/Survival. If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this IGA for any cause.

10. No Third Party Beneficiary. City and PPS are the only parties to this IGA and as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

11. Merger Clause. This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

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13. Assignment. No Party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due under this Agreement, without the prior written approval of the other Parties. This Agreement shall bind and inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and permitted assigns.

14. Termination. This IGA may be mutually terminated at any time by written consent of the parties. The City may unilaterally terminate this IGA if PPS fails to use the Net Revenues in accordance with this IGA.

15. Dispute Resolution. In the event a dispute arises regarding the use of the Net Revenues by PPS or any other matter covered by this IGA, the parties agree to have high-level representatives of City and PPS to engage in discussions before taking any legal action. If

discussions fail to resolve the issue the parties shall engage in mandatory mediation in an attempt to resolve the dispute. In the event of mediation the parties shall each pay one-half of the mediator's bill. If mediation fails to resolve the matter either party may take any legal action permitted to it under the law of the State of Oregon.

IN WITNESS WHEREOF, the duly authorized representatives of PPS and City have executed this Contract in duplicate as of the date and year first above written.

CITY OF PORTLAND

**PORTLAND PUBLIC SCHOOL
DISTRICT**

Authorized Signature

Date

Authorized Signature

Date