

**DDSD Contract****1718088****INTERGOVERNMENTAL AGREEMENT NO.**

This Intergovernmental Agreement for a Student Transit Pass Program commonly referred to as YouthPASS (hereinafter "Agreement") is between the CITY OF PORTLAND, OREGON (hereinafter "CITY") and David Douglas School District (hereinafter "DDSD") in an amount not to exceed \$306,797 to support a Student Transit Pass Program commonly referred to as YouthPASS (hereinafter "Agreement") to provide TriMet transit passes to David Douglas high school students.

**RECITALS:**

1. DDSD wished to collaborate with the City of Portland, TriMet and community partners to provide transit passes to DDSD high school students.
2. TriMet has allowed high school students in Portland Public Schools to ride TriMet buses for free during the school year by showing their student ID, which includes an embedded TriMet logo. David Douglas School District is working with school staff to set up an effective system incorporating YouthPASS at the high school.
3. DDSD plans to develop key questions and methods of data collection to understand the impacts and benefits of YouthPASS at David Douglas, as it relates to student attendance, extracurricular involvement, and job and opportunities access.
4. In accordance with the FY 2017-18 Budget, the City now desires to make a special appropriation grant to DDSD in an amount not to exceed \$306,797 to be spent on actual services (no administrative costs).

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**ARTICLE I – SCOPE OF WORK/OUTCOME MEASURES**

DDSD agrees to implement a Student Transit Pass project that would provide free transportation on regular TriMet service routes and Portland Streetcar to 9<sup>th</sup> through 12<sup>th</sup> grade students at DDSD as described in ATTACHMENT A: Scope of Work, ATTACHMENT B: Budget hereto, which by this reference are incorporated herein and made a part hereof.

**ARTICLE II – AGREEMENT PERIOD**

This Agreement shall become effective on the date of last signature through June 30, 2018. Eligible expenses will be reimbursed retroactively to July 1, 2017.

**ARTICLE III – SPECIFIC CONDITIONS OF THE GRANT**

- A. Publicity: During the term of this Agreement, DDSD shall use its best efforts to mention the City's funding in publicity regarding the program(s) that will be supported by the City's funds.
- B. Records: DDSD shall maintain all books, general organizational and administrative information, documents, papers, and records of DDSD that are related to this Agreement or DDSD's performance of work or services, for ten (10) years after CITY makes final grant payment, DDSD has made final report, or the termination date of this Agreement, whichever is later. DDSD shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- C. CITY Grant Manager: CITY hereby appoints Antoinette Toku to act as its Project Manager with regard to this Agreement. CITY may, from time to time, designate another person to act as the City Project Manager and will inform DDSD in writing of any change in Project Manager.

Antoinette Toku  
 City of Portland, OMF/Grants Management Division  
 1120 SW 5<sup>th</sup> Ave., Suite 1250  
 Portland, OR 97204  
 phone: 503-823-6819  
 email: [antoinette.toku@portlandoregon.gov](mailto:antoinette.toku@portlandoregon.gov)

- D. DDSD Project Manager: DDSD hereby appoints Barbara Kienle to act as its Project Manager with regard to this Agreement. DDSD may, from time to time, designate another person to act as the DDSD Project Manager and will inform CITY in writing of any change in Project Manager.

Barbara Kienle  
 Director of Student Services  
 David Douglas School District  
 11300 NE Halsey  
 Portland, OR 97220  
 phone: 503-261-8209

- E. Amendment: The CITY Grant Manager is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the DDSD and the CITY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific DDSD in the ordinance authorizing the grant.
- F. Billings/Invoices/Payment: The CITY Grant Manager is authorized to approve work, billings, and invoices submitted pursuant to this agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.

- G. Report: DDSD will complete and submit to the CITY Grant Manager the signed **Final Special Appropriation Reporting Form**, included as Attachment C, no later than thirty (30) days after the completion of the project.

#### ARTICLE IV -- PAYMENTS

- A. DDSD will receive its funding as follows: After the Agreement becomes effective, DDSD will submit an invoice using CITY'S template included as Attachment D for \$306,797 the grant award to the CITY Grant Manager for approval. The City of Portland will pay DDSD the amount of the invoice within thirty (30) days of the approval date. This will be a direct payment, not an advance, to the DDSD.
- B. If for any reason DDSD receives a grant payment under this Agreement and does not use City funds, provide required services or take any actions required by the Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require DDSD to immediately refund to the CITY the amount improperly expended or received by DDSD.
- C. Payments under this Agreement may be used only to provide the services or take the actions listed previously in this Agreement and shall not be used for any other purpose.
- D. If, for any reason, DDSD's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.
- E. DDSD will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and DDSD services. All such receipts and evidence of payments will promptly be made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process. See Article III B. Records for retention period.

#### ARTICLE V -- GENERAL GRANT PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if DDSD uses grant funds outside of the scope of this Agreement, or if DDSD fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, DDSD shall commence cure within the thirty (30) days, notify CITY of DDSD's steps for cure and estimated time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds

notwithstanding any payment schedule indicated in this Agreement. DDSD shall not perform services or take actions that would require CITY to pay additional grant funds to DDSD. DDSD shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. DDSD shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

- C. Termination for Cause. Termination for cause based on DDSD's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30-day period unless a written extension of cure period is granted by CITY. DDSD shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by DDSD under this Agreement shall, at the option of CITY, become the property of CITY; and DDSD may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to DDSD.
- E. Termination by Agreement or for Convenience of City. CITY and DDSD may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, DDSD shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, DDSD shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, DDSD's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. DDSD shall immediately refund to CITY any unexpended grant funds received by DDSD.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this Agreement, DDSD shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. DDSD shall take actions to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Actions shall include but not

be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

DDSD shall post in conspicuous places, available to employees and applicants for employment, notices, which state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. DDSD shall incorporate the foregoing requirements of this section in all of other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Audit. CITY, either directly or through a designated representative, may conduct financial or performance audit of the billings and services under this Agreement or DDSD records at any time in the course of this Agreement and during the ten (10) year period established above in Article III.B. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to DDSD exceeded the amount to which DDSD was entitled, then DDSD shall repay the amount of the excess to CITY.
- J. Indemnification. Subject to the limits of The Oregon Tort Claims Act, DDSD shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all costs) brought against any of them arising from actions or omissions of DDSD and/or its contractors in the performance of this Agreement.
- K. Insurance. DDSD shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
  1. Workers' Compensation Insurance. DDSD, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, DDSD, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers for the duration of this Agreement.
 

In the event worker's compensation insurance coverage is due to expire during the term of this Agreement for any employers working under this agreement, DDSD agrees to require timely renewal of that insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and DDSD agrees to provide the CITY such further certification of worker's compensation insurance as renewals of said insurance occur.
  2. Commercial General Liability Insurance: DDSD shall maintain commercial general liability and property damage insurance that protects DDSD 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

DDSD's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence.

3. Automobile Liability Insurance: DDSD shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the DDSD's or its contractor's activities to be performed or services to be provided. DDSD shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to City. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional 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.
5. Continuous Coverage; Notice of Cancellation: DDSD shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancelation, material change, potential exhaustion of aggregate limits, or non-renewal of coverage without thirty (30) days written notice from DDSD to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, DDSD shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
6. Certificate(s) of Insurance: DDSD shall provide proof of insurance through acceptable certificates of insurance and a CG 2026 additional insured endorsement form (or an equivalent blanket additional insured form) to CITY on or before execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. DDSD shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if DDSD is a public body, DDSD may furnish a declaration that DDSD is self-insured for public liability and property damage for a



minimum of the amounts set forth in the Oregon Tort Claims Act (ORS 30.260 to 30.300).

- L. DDSD's Contractor: Non-Assignment. If DDSD utilizes contractors to complete its work under this Agreement, in whole or in part, DDSD shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, DDSD shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to DDSD hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- M. Independent Contractor Status. DDSD, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits. DDSD will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.
- N. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected DDSD, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from DDSD or be employed by DDSD during the term of the Agreement, unless waiver is obtained from CITY in writing.
- O. Oregon Laws and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to its provisions regarding conflicts of law. Any litigation between CITY and DDSD arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- P. Compliance with Law. DDSD and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If DDSD is a 501(c)(3) organization, DDSD shall maintain its nonprofit and tax exempt status during this Agreement. DDSD shall be EEO certified by CITY in order to be eligible to receive grant funds.
- Q. Independent Financial Audits/Reviews. Any DDSD receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any DDSD receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. One copy of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of audit completion or upon request by the Grant Manager.
- R. Severability. CITY and DDSD agree that if any term or provision of this Agreement 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 Agreement did not contain the particular term or provision held to be invalid.

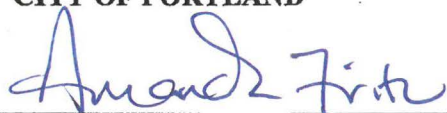
- S. Merger. This Agreement contains the entire agreement between CITY and DDSD and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- T. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, DDSD remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- U. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and may only be enforced by the Parties.
- V. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- W. NOTICE: All notices under this Grant Agreement shall be sent to DDSD at the following address:

Patt Komar  
Director of Business Services  
11300 NE Halsey Street  
Portland, OR 97220



**ARTICLE VI – TERM OF GRANT**

The terms of this Grant Agreement shall be effective when an ordinance is passed by CITY Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall remain in effect through June 30, 2018, unless subsequent time extension, supplement, addition, continuation, or renewal is mutually agreed upon in writing between the parties, or terminated earlier in accordance with the provisions hereof.

**CITY OF PORTLAND**


Name: Amanda Fritz *AF*  
 Title: Commissioner  
 City of Portland, Oregon

Date:

9/18/17
**DDSD**


Name: Patt Komar  
 Title: Director Business Services  
 David Douglas School District  
 Multnomah County, Oregon

Date:

9/6/17
**APPROVED AS TO FORM:****APPROVED AS TO FORM**


City Attorney, City of Portland  
**CITY ATTORNEY**

**City of Portland Special Appropriations - Scope of Work****Expected Activities:**

- Collaboration with TriMet agency and community partners (OPAL)
- Outreach and promotion of the YouthPass program at the school
- Data collection and tracking of success
- Planning of the student surveys
- Develop a report of outcomes and key results of the YouthPass program
- Working with school staff to set up an effective system incorporating YouthPass at the high school

**Data Collection To Show Progress:**

Develop key questions and methods of data collection to understand the impacts and benefits of YouthPass at David Douglas, as it relates to student attendance, extra curricular involvement, and job and opportunities access. David Douglas High School will measure the success of the program by conducting a survey to learn about how many students use the YouthPass program, and for what purposes, how it has impacted their ability to go to school, get involved, and support their family. We are also interested in understanding the impact of how YouthPass/Trimet passes complement the current school bus schedule/system.

**Outcome measures:****Education:**

-Increased attendance, access to academic supports, and extracurricular activities, all of which contribute directly to increased graduation rates

**Economic:**

-Increased youth access to extra-curricular, civic engagement, and job opportunities thus benefit the workforce and technical skills for further career achievement

**Environmental:**

-Providing youth with the opportunity to ride public transportation also provides youth with the experience of using public transit, cultivating the riders of the future. Creating transit riders of the future leads to reduced dependence on cars and emission reductions in the long term

**Evaluation & Measurement:**

Once the data is collected, the school can conduct an analysis and evaluate the outcomes of the program to understand how the goals were reached. Data can also be compared with some statistics found through OPAL & YEJA's student surveys conducted in late 2015.

**Some key data from OPAL/YEJA surveys:**

- 41% of the students at David Douglas High School responded that they have missed class because they missed the school bus.
- About 50% of the students at David Douglas currently use TriMet.

Major Milestones for Project:

Process and criteria for distribution of bus passes

- Promotion of the program, collaboration with the City, TriMet, and partners
- Successful distribution and usage of bus passes
- Data collection methods developed and conducted
- Data analysis and evaluation

Anticipated Timeline:

Late August-September

- Set criteria for student access to YouthPass
- Display information on school website
- Promote and outreach at school through registration days, school assemblies, and announcements.
- Work with the partners to coordinate distribution of TriMet developed safety materials
- Identify key staff as point-persons for overseeing the implementation process

November

- Student surveys developed

February

- Student surveys conducted and data collected

March-April

- Survey results analyzed

**PROJECT BUDGET**

**EXPENSES:** please identify all expenses related to the project.

Youth Passes	\$	306797
<b>TOTAL EXPENSES</b>	<b>\$</b>	<b>306,797</b>

**BUDGET NARRATIVE:** Please describe the anticipated costs and their role in carrying out the project.

Youth Passes – Youth passes purchased and given to David Douglas High school students.

# Special Appropriations Grant

## Progress Report



\*Reporting Period:

[Check here if this is your FINAL Progress Report]

☐ FINAL

<b>GRANTEE Organization Name</b>	David Douglas School District
<b>Project Title</b>	
<b>City Program Area**</b>	

### Overall Project Status »

<b>Project Summary</b>	[Describe grant project]
<b>Successes</b>	[What are some of the key successes in your project so far? Is there a story you would like to share with Council and the public? Photos, graphics, and videos are encouraged! Any pictures submitted may be used on the website; please include your written permission for this use.]
<b>Challenges</b>	[Describe any challenges encountered in your project so far, and how your organization has, or plans, to overcome those challenges.]
<b>Project Narrative</b>	[Describe project progress during this reporting period. Please include: • latest news, • overall project status, • milestones accomplished, • data collected showing progress, • any additional comments about the project, additional photos, or supplementary documents you would like to share.]

\* See your agreement document for project start and end dates

\*\* Refer to your application for the City Program Area

\*\*\* Use the approved budget line items from your application and agreement

## City of Portland Special Appropriations Grant Progress Report

<b>Project Finances</b>	<b>Awarded:</b>	<i>[Insert total funds awarded by City]</i>	<b>Grant Expenditures to Date:</b>	<i>[Insert grant expenses incurred to date and submit with the expenditure report***]</i>
<b>Next Steps</b>	<i>[What are the next steps for this project and your organization?]</i>			

**Certification:** By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge.  
*Typed or printed name and title:*

**Signature:**

**Date:**

*Telephone*

*Email Address*

*Date report submitted (month, day, year)*



Attachment D  
Agreement #



## Invoice/Request for Payment

FY2017-18 Special Appropriations Grant

City Use Only	
Vendor No.	
Grant Agreement	

Invoice No. Date 

<b>Terms</b>	net 30 days
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Project	
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Grantee				
Address				
City				
State, Zip				
Contact Name				
Contact Info.				
Expense Period		through		

Description	Amount
<div data-bbox="846 1556 1057 1575">INVOICE TOTAL:</div>	<div data-bbox="1359 1556 1416 1575">\$0.00</div>

<b>INVOICE TOTAL:</b>	<b>\$0.00</b>
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*For City Use Only:*

DPR	
DPO	
GR	
COST OBJECT	
ACH	
EEO	

Approved By/Date