

Intergovernmental Agreement  
Between City of Portland and Parkrose School District  
For the Parkrose-Argay Development Study (aka, Rossi Farms Development Plan)

This Intergovernmental Agreement (Agreement) is entered into by and between the City of Portland (SPONSOR) and the Parkrose School District (DISTRICT).

RECITALS

WHEREAS, the SPONSOR desires the DISTRICT's recommendations and services on the Parkrose-Argay Development Study (Study), in accordance with the SCOPE OF WORK hereunder; and

WHEREAS, the performance of such services is consistent, compatible and beneficial to the role and mission of the DISTRICT;

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

AGREEMENT

**ARTICLE I - SCOPE OF WORK.** The DISTRICT agrees to perform the following services on behalf of the SPONSOR:

1. The Superintendent or a delegate will participate in monthly Study advisory meetings;
2. Evaluate and recommend potential future uses and development concepts – in consultation with Study consultants contracted by the SPONSOR – for the vacant DISTRICT-owned land east of its high school buildings;
3. Facilitate student participation in the Study, as appropriate, through incorporation of concept planning activities into class curriculum or through participation stipends to DISTRICT-funded student organizations; and
4. Review Study concept plans, including the recommended mix of housing types, and prepare a memorandum verifying that the DISTRICT can accommodate the expected enrollment impacts.
5. Provide meeting rooms at DISTRICT facilities per arrangement by the SPONSOR and DISTRICT.

**ARTICLE II - AGREEMENT PERIOD.** May 1, 2018 through June 30, 2019.

**ARTICLE III – PERSONNEL.** The DISTRICT's Project Manager shall be Michael Lopes-Serrao, or other such person as shall be designated by the DISTRICT.

**ARTICLE IV – CONSIDERATION.**

- A. SPONSOR shall reimburse DISTRICT for the estimated cost of the Study in an amount not to exceed ten thousand dollars (\$10,000), including direct and indirect costs, in accordance with Attachment A: Budget (Budget), incorporated by reference herein. SPONSOR certifies that sufficient funds are available and authorized to finance the costs of this Agreement. SPONSOR is not liable for any excess payment unless agreed to by SPONSOR in writing. The DISTRICT may adjust the Budget at its discretion, provided that such re-budgeting is within the ten thousand dollars (\$10,000) and consistent with the Study.
- B. The DISTRICT shall invoice the SPONSOR, no more often than quarterly, for all costs of the Study incurred to date but not previously invoiced. The SPONSOR shall pay the DISTRICT within thirty (30) calendar days of receipt of any invoice. The final invoice shall be marked "Final" and submitted no later than ninety (90) calendar days after the termination of this Agreement.
- C. Invoices for work under this Agreement shall be submitted to Barry Manning at the address in Article V below, or such other person as may be identified in writing by the SPONSOR's Director of the Bureau of Planning and Sustainability.
- D. Payment shall be sent to Michael Lopes-Serrao at the address in Article V below, or such other person as may be identified in writing by the DISTRICT.

**ARTICLE V – NOTICE.** Any notice provided for under this Agreement shall be sufficient if in writing and delivered to the following addressee, or to such other address as the receiving party specifies in writing:

If to SPONSOR:

Barry Manning  
 City of Portland  
 Bureau of Planning and Sustainability  
 1900 SW 4th Ave., Ste. 7100  
 Portland, OR 97201

If to DISTRICT:

Michael Lopes-Serrao  
 Parkrose School District  
 10636 NE Prescott St.  
 Portland, OR 97220

**ARTICLE VI - PERFORMANCE / REPORTING REQUIREMENT.** The DISTRICT is responsible for the performance of work and will maintain fiscal records pertinent to this Agreement for at least three (3) years following completion of work under this Agreement. The DISTRICT shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the DISTRICT shall maintain all other records pertinent to this Agreement in such a manner as to clearly document the DISTRICT's performance.

**ARTICLE VII – INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution (Article XI, Section 7), the DISTRICT shall indemnify the SPONSOR against any liability for damage to life or property arising from the DISTRICT's actions under this Agreement provided, however, the DISTRICT

shall not be required to indemnify the SPONSOR for any such liability arising out of the wrongful or negligent acts of employees or agents of the SPONSOR.

**ARTICLE VIII – CONTROLLING LAW AND VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, even if Oregon’s choice of law rules would otherwise require application of the law of a different state. Any suit for enforcement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

**ARTICLE IX – ASSIGNMENT.** Neither party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due during this Agreement, without the prior written approval of the other party.

**ARTICLE X – COPYRIGHT.** The DISTRICT may assert copyright on materials that it produces in the performance of the work under this Agreement. The SPONSOR shall have irrevocable, worldwide, royalty-free, non-exclusive license to use, reproduce, publish or re-publish or otherwise disseminate such copyrighted materials. The SPONSOR has unrestricted access to use data and information from any materials produced by the DISTRICT for governmental purposes.

**ARTICLE XI – TERMINATION.** This Agreement may be terminated by either of the parties upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Payment to the DISTRICT shall be prorated to and include the day of termination.

[The rest of this page left intentionally blank.]

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE SPONSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND THE SPONSOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

CITY OF PORTLAND

PARKROSE SCHOOL DISTRICT

Signed: \_\_\_\_\_

Signed: Michael Lopes Serrao

Name: \_\_\_\_\_

Name: Michael Lopes Serrao

Title: \_\_\_\_\_

Title: Superintendent

Date: \_\_\_\_\_

Date: 11/26/18

APPROVED AS TO FORM

Attachment A, Budget

**Attachment A**  
**Budget**

|   | <b>Task</b>                                      | <b>Cost</b> |
|---|--|-------------|
| 1 | Advisory Meeting hourly stipend                  |             |
| 2 | Concept planning as related to DISTRICT property |             |
| 3 | Student participation support                    |             |
| 4 | Enrollment capacity analysis and memorandum      |             |
| 5 | Meeting rooms as needed                          |             |
|   | TOTAL  | \$10,000    |