

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between CITY OF PORTLAND (CITY) and Portland Public Schools (PPS), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to add PPS's Washington High School building for possible use for community center programs as the CITY's bureau of Parks and Recreation undertakes the preliminary design of a full service community center on it's property adjacent to the high school.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2009 to December 31, 2010. This agreement may be renewed with mutual consent.
2. **RESPONSIBILITIES OF CITY.** The CITY agrees to:
 - A. Direct SERA Architects to investigate utilizing the Washington High School building to accommodate some or all of the community center program elements. The scope of additional services the architect will perform includes:
 - Delete creation of one design option of a stand alone community center
 - Add one design option that incorporates the existing Washington High School building as a component of a community center complex with a smaller new structure to house a natatorium and gymnasium
 - Add KPFF Engineers, structural engineer for Washington High School and Peter Meijer Architect, historical architect as subcontractors assigned to perform work on the project related to the Washington High School building.
 - B. Designate Susan Meamber to act in the position of CITY's Project Manager for this agreement. If Susan Meamber is unable to perform in this capacity another such person shall be designated in writing by the CITY's Director of Parks & Recreation.
 - C. Pay SERA Architects the amount of \$29,189 upon receipt of invoice(s), in support of the additional design work involving Washington High School.
 - D. Give timely written notice to PPS of any changes in the dollar amount committed in this agreement.
3. **RESPONSIBILITIES OF PPS.** The PPS agrees to:
 - A. Reimburse the CITY for 50% of the cost of additional services in the amount of, \$14,595. Payable upon receipt of invoice(s).
 - B. Provide all relevant information available about the Washington High School building and surroundings to the CITY.

4. **TERMINATION** This agreement may be terminated by either party upon sixty (60) days written notice.

5. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, PPS shall indemnify, defend and hold harmless the CITY from and against all liability, loss and costs arising out of or resulting from the acts of PPS, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, the CITY shall indemnify, defend and hold harmless PPS from and against all liability, loss and costs arising out of or resulting from the acts of CITY its officers, employees and agents in the performance of this agreement.

6. **INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

7. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

Portland Public Schools, Portland, OREGON

CITY OF PORTLAND

By Gregory C. MacCrone

By _____

Title Gregory C. MacCrone
Deputy Clerk

Title _____

Date FEB 18 2010

Date _____

BY _____

_____ Date

Reviewed:

Approved as to form:

APPROVED AS TO FORM

CITY ATTORNEY
FOR CITY OF PORTLAND

Paul Trenga
DATE
CITY ATTORNEY

2/25/12

Reviewed:

Approved as to form:

DATE
FOR PORTLAND PUBLIC SCHOOLS

[Signature]
