

**ORIGINAL****INTERGOVERNMENTAL AGREEMENT****Portland Safe Routes to School (SR2S) 2012-17**

This intergovernmental agreement ("Agreement") is made by and between the School District No. 1J, Multnomah County, Oregon "Portland Public Schools" or "PPS") and the City of Portland, Oregon ("City") pursuant to authority granted in ORS Chapter 190. PPS and City agree as follows:

**RECITALS**

1. PPS and City recognize that there are several community partners in Portland Safe Routes to School ("SR2S") program: the School, Portland Public Schools, City of Portland Bureau of Transportation, City of Portland Police Bureau, and Technical Service Providers for SR2S.
2. The parties recognize the vital importance of SR2S's efforts to increase the number of students who safely walk, bike, and carpool to school. These efforts yield the following benefits: decreased traffic congestion and improved traffic safety, improved health and fitness, increased physical activity, increased independence, building neighborhood livability, increased alertness and academic achievement, and improved air quality.
3. The City provides public resources and services to promote safe walking, biking, transit use and carpooling. In so doing, the City has a responsibility to deploy resources as effectively and efficiently as possible, to account to Portland residents for the allocation and outcomes of those resources, and to ensure that the activities supported are conducted in accordance with the highest legal, ethical, and financial standards.
4. The parties recognize the importance of collaboration that allows for the development of robust SR2S activities to increase the number of students who safely walk and bike to school.
5. The parties acknowledge that the program and administrative support systems supported by the parties impose facilities and administrative costs on both parties.
6. The responsibilities in this Agreement represent the basic requirements for obtaining and maintaining eligibility to participate in the SR2S Portland for the 2012-17 academic years.

**DEFINITIONS**

"Administration" means the School officials who provide administrative leadership and services for the School's SR2S program.

"City" means the City of Portland Bureau of Transportation, which manages SR2S Portland.

"PPS" means School District No. 1J Multnomah County, Oregon (Portland Public Schools).

"Project Manager" means the City staff member who provides SR2S project leadership and management services.

"Project Team" means the City and Technical Service Providers as a cooperative group.

**ORIGINAL**  
School means each PPS school involved in the SR2S pilot project

"SR2S Organizer" means a representative of the City who provides direct support to the School for the development and implementation of the School's SR2S program.

"Technical Service Provider" means the community partner(s) with whom the City has contracted to provide technical support to the City, School, and SR2S Team for the development and implementation of SR2S (including but not limited to Alliance for Community Traffic Safety, Bicycle Transportation Alliance, and Legacy Emanuel Trauma Nurses).

## **I. PORTLAND PUBLIC SCHOOL DISTRICT RESPONSIBILITIES**

PPS shall

1. Provide the City's Project Team with contact information of PPS faculty as needed to facilitate program scheduling and evaluation
2. Provide the City's Project Team with contact information of PPS families (and/or release the Multnomah Education Service District to provide this information) as needed to facilitate the SmartTrips to School individualized marketing program and SR2S program evaluation
3. Encourage individual schools to fully participate in SR2S programming
4. Require each PPS principal whom approves SR2S programming to:
  - a. Provide indoor meeting space with tables and chairs large enough to conduct SR2S trainings as needed to accomplish the above encouragement programming.
  - b. Provide the City Project Team access to the School's PTA, PTSA, Site Council, Staff, Safety Committee, Booster Club, Wellness Committee, and/or other relevant School groups as needed to provide information about the SR2S program.
  - c. Distribute information provided by the City Project Team to students and parents through school newsletters, mailings, backpack mail, posted flyers/announcements, school email, and/or other regular channels of communication.
  - d. To identify SR2S program elements that will benefit their school community and be incorporated into the school year services. Examples of such program elements include, but are not limited to the list below:
    - i. Encouragement
      - Walk + Bike to School Day
      - Walk + Bike Challenge Month

- Training & technical support in the implementation of Stop + Walk, Walking School Buses, Bike Trains, etc.
- ii. Enforcement
  - Coordinated traffic enforcement in response to speeding concerns in school zones
- iii. Engineering
  - Pickup and drop-off safety evaluation
  - 503-823-SAFE requests
  - School-specific family friendly map
  - Engineering strategy report wait list
- iv. Education
  - Child Passenger Safety (30-minute assembly, instructor provided)
  - Pedestrian Safety (1.5-hour program, instructor provided)
  - Bicycle Safety (10-hour program, instructors, volunteers, and equipment provided)
- v. Collaborate with the City Project Team to enable the delivery of services.

## II. CITY OF PORTLAND RESPONSIBILITIES

City shall:

1. Provide a Project Team, including a Project Manager, SR2S Organizers, and Technical Service Providers to
    - a. Manage communications between each School and the Project Team, and
    - b. Provide training, materials, and function as advisors for each School's participation in SR2S program activities.
  2. Provide each School with the names and contact information of the City Project Manager and the SR2S Organizer to be involved in each School's program.
- 
3. Provide SR2S SmartTrips order forms and newsletter (including postage) that offer free information that promotes child passenger safety, pedestrian safety, bicycle safety, transit use and safety, resources for walking and biking, carpooling, driver behavior, and other traffic safety messages.
  4. Provide materials, training, resources newsletter announcements and articles, and SR2S maps that encourage and promote safe multimodal transportation options.

5. Track participation and evaluate program impacts and success.

### III. GENERAL PROVISIONS

1. Term and Termination. This Agreement becomes effective on July 1<sup>st</sup>, 2012. Unless earlier terminated as provided below, this Agreement shall continue through June 30, 2017.
2. Early Termination of Agreement.
  - a. The City and PPS may terminate this Agreement or the participation with any individual school at any time by their written agreement.
  - b. Upon providing 30 days' written notice to the other party, either party may terminate
    - i. this Agreement, and/or
    - ii. the participation of an individual school for any reason deemed appropriate by a party to this Agreement.
3. Independent Contractor Status. Both parties understand and agree that this Agreement is not intended and shall not be construed to create an employer-employee relationship between the parties or their respective directors, officers, employees, subcontractors, or agents. At all times under this Agreement, City and District are acting and performing as independent contractors.
4. Subcontracts; Assignment. Neither party may subcontract, assign, or transfer (collectively, "Subcontract") any part of this Agreement without the prior written consent of the other party. If consent to a Subcontract is properly given, then in addition to any other provisions of this Agreement, the subcontracting party shall hold its subcontractor to all the terms and conditions of this Agreement that would otherwise bind the party to whom consent was given. The parties agree that any such Subcontracts shall have no binding effect on the consenting party to this Agreement.
5. Confidentiality; FERPA Re-Disclosure. As required by 20 USC 1232(g) (Family Educational Rights and Privacy Act, "FERPA") and ORS 326.565, City shall not disclose any information or records regarding students or their families that City may learn or obtain in the course and scope of its performance of this Agreement. The parties recognize that FERPA imposes strict penalties for improper disclosure of confidential student information, including but not limited to denial of access to personally identifiable information ("PII") from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with FERPA's requirements, PII obtained by City in the performance of this Agreement may not be disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Agreement.
6. Criminal Background Check. The City agrees to cause any officer, agent, or employee of City that will have unsupervised contact with PPS students to authorize PPS to conduct a criminal background check, including fingerprinting, of that person. The City shall pay all fees assessed by Oregon Department of Education for processing such background checks. PPS may deduct

the cost of such fees from a progress or final payment to the City under this Agreement, unless the City elects to pay such fees directly.

7. Liability. The parties understand that walking and biking involve certain risks and dangers and that accidents may occur despite all reasonable care and prevention. Parents/legal guardians shall assume all risks arising out of the SR2S program. The City and PPS and its contractors, officers, employees, and agents shall be released and discharged from any claims, actions, causes of action, or any charge of any kind whatsoever that may or could arise as a result of student participation in the SR2S program, including claims for injury, death, or property damage, whether or not caused by the fault or negligence of any of the parties released.

8. Mutual Indemnification. Subject to the limitations of the Oregon Constitution (Article XI, Section 9) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), 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 the City, its officers, employees, and agents in the performance of this Agreement.

Subject to the limitations of the Oregon Constitution (Article XI, Section 9) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), 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.

9. Insurance. The City and PPS are self-insured according to the statutory limits set in the State of Oregon for any liability, property, and auto claims. The parties represent and warrant that they have and will maintain adequate funding of this self-insurance to cover any claim that may result from or arise out of this Agreement. In addition, the City is self-insured for its workers' compensation for employees and shall provide benefits as prescribed by the State of Oregon.
10. Public Record Requests. If the City receives a public records to inspect records subject to this Agreement and/or which contain information subject to FERPA, the City shall notify PPS in writing. If the City refuses to release the records, PPS agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify PPS in order for PPS to take all appropriate legal action. PPS further agrees to hold harmless, defend, and indemnify the City for all costs, expenses and attorney fees that may be imposed on the City as a result of appealing any decision regarding the disclosure of PPS records or records which contain information subject to FERPA.
11. Financial Management.
  - a. The City will be responsible for program costs imposed by the program activities identified and referenced in this Agreement.
  - b. The PPS will be responsible for facilities, and administrative costs imposed by the program activities identified in this Agreement.
  - c. PPS will be responsible for management, operation, and maintenance of school property.
12. Access to Records. Each party shall have access to the books, documents, and other records of the other party (electronic or otherwise) that are related to this Contract for the purpose of examination, copying, and audit, unless otherwise limited by law.

13. SR2S Materials. It is understood that because the City is a government agency, all materials produced and distributed through SR2S do not need pre-approval from the PPS Administration or designee before being distributed to students and parents. However, should the PPS Administration or school principal find format or content objectionable in any way, the City will work with the PPS Administration and/or school principal to resolve the concern before distributing the material.
14. Controlling Law; Venue. Any dispute under this Agreement or related to this Agreement shall be governed by Oregon law, and any litigation arising out of the Agreement shall be conducted in courts located in Multnomah County, Oregon.
15. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Agreement shall be in writing and signed by both parties. The parties may renew this Agreement by their signed, written instrument. The Director of the City Bureau of Transportation may sign amendments on behalf of the City
16. Waiver; Severability. Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. 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 this Agreement did not contain the particular term or provision held invalid.
18. Entire Agreement. When signed by the authorized representatives of both parties, this Agreement and its attached exhibits is their final and entire agreement. As their final expression, this Agreement supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

I HAVE READ THIS AGREEMENT, AND I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CITY OF PORTLAND

SCHOOL DISTRICT NO. 1J,  
MULTNOMAH COUNTY, OREGON

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Printed Name: Gregory C. MacCrone

Title: Director of the Bureau of Transportation

Title: Deputy Clerk

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

Date: JUN 01 2012

Approved as to form:

Approved as to form:

APPROVED AS TO FORM

James H. Van Dyke  
CITY ATTORNEY 5/9/12

APPROVED AS TO FORM

[Signature]  
Attorney for School District No. 1  
Multnomah County, Oregon

**INTERGOVERNMENTAL AGREEMENT****Portland Safe Routes to School (SR2S) 2012-17**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into by and between the School District No. 7, Multnomah County, Oregon, hereinafter referred to as "RSD" and the City of Portland, Oregon, hereinafter referred to as the "City."

**RECITALS**

1. The RSD and City (hereinafter referred to as the "Parties") recognize that there are several community partners in Portland Safe Routes to School (SR2S) program: the School, School District, Bureau of Transportation, Portland Police Bureau, and Technical Service Providers for SR2S.
2. The Parties recognize that while RSD operates schools throughout Multnomah County, this agreement specifically applies to RSD schools located within the City of Portland, including Margaret Scott Elementary, Alder Elementary, Glenfair Elementary, and Four Corners Elementary.
3. The Parties recognize the vital importance of SR2S's efforts to increase the number of students who safely walk, bike, and carpool to school. These efforts yield the following benefits: decreased traffic congestion and improved traffic safety, improved health and fitness, increased physical activity, increased independence, building neighborhood livability, increased alertness and academic achievement, and improved air quality.
4. The City provides public resources and services to promote safe walking, biking, transit use and carpooling. In so doing, the City has a responsibility to deploy resources as effectively and efficiently as possible, to account to Portland residents for the allocation and outcomes of those resources, and to ensure that the activities supported are conducted in accordance with the highest legal, ethical, and financial standards.
5. The Parties recognize the importance of collaboration that allows for the development of robust SR2S activities to increase the number of students who safely walk and bike to school.
6. The Parties acknowledge that the program and administrative support systems supported by the Parties impose facilities and administrative costs on both Parties.
7. The responsibilities in this Agreement represent the basic requirements for obtaining and maintaining eligibility to participate in SR2S Portland for the 2012-17 academic years.



**THE PARTIES therefore agree as follows:**

**REYNOLDS SCHOOL DISTRICT RESPONSIBILITIES**

RSD will:

1. Provide the City's Project Team with contact information of School District faculty as needed to facilitate program scheduling and evaluation
2. Provide the City's Project Team with contact information of School District families (and/or release the Multnomah Education Service District to provide this information) as needed to facilitate the SmartTrips to School individualized marketing program and SR2S program evaluation
3. Encourage individual schools to fully participate in SR2S programming
4. Require RSD principals to:
  - a. Provide indoor meeting space with tables and chairs large enough to conduct SR2S trainings as needed to accomplish the above encouragement programming.
  - b. Provide the City Project Team access to the School's PTA, PTSA, Site Council, Staff, Safety Committee, Booster Club, Wellness Committee, and/or other relevant School groups as needed to provide information about the SR2S program.
  - c. Distribute information provided by the City Project Team to students and parents through school newsletters, mailings, backpack mail, posted flyers/announcements, school email, and/or other regular channels of communication.
  - d. To identify SR2S program elements that will benefit their school community and be incorporated into the school year services. Examples of such program elements include, but are not limited to the list below:
    - i. Encouragement
      1. Walk + Bike to School Day
      2. Walk + Bike Challenge Month
      3. Training & technical support in the implementation of Stop + Walk, Walking School Buses, Bike Trains, etc.
    - ii. Enforcement
      1. Coordinated traffic enforcement in response to speeding concerns in school zones
    - iii. Engineering
      1. Pickup and drop-off safety evaluation
      2. 823-SAFE requests
      3. School-specific Family Friendly map
      4. Engineering Strategy Report wait list

## iv. Education

1. Child Passenger Safety (30 min assembly, instructor provided)
2. Pedestrian Safety (1.5 hours program, instructor provided)
3. Bicycle Safety (10 hour program, instructors, volunteers, and equipment provided)

e. Collaborate with the City Project Team to enable the delivery of services.

**CITY OF PORTLAND RESPONSIBILITIES**

City will:

1. Provide a Project Team, which includes the Project Manager, Organizers, and Technical Service Providers to.
  - a) Manage communications between each School and the Project Team,
  - c) Provide training, materials, and function as advisors for each School's participation in SR2S program activities.
2. Provide each School with the names and contact information of the City Project Manager and the SR2S Organizer to be involved in each School's program.
3. Provide SR2S SmartTrips order forms and newsletter (including postage) that offer free information that promotes child passenger safety, pedestrian safety, bicycle safety, transit use and safety, resources for walking and biking, carpooling, driver behavior, and other traffic safety messages.
4. Provide materials, training, resources newsletter announcements and articles, and SR2S maps that encourage and promote safe multimodal transportation options.
5. Track participation and evaluate program impacts and success.

**GENERAL PROVISIONS**

## 1. FERPA Re-Disclosure

The parties recognize that the Family Educational Rights and Privacy Act [FERPA] imposes strict penalties for improper disclosure of confidential student information, including but not limited to denial of access to personally identifiable information ("PII") from education records for at least five years (34 CFR 99.33(e)). Consistent with FERPA's requirements, PII obtained by City in the performance of this Agreement may not be disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Agreement.

## 2. Financial Management

- A. The City will be responsible for program costs imposed by the program activities identified and referenced in this Agreement.
- B. The RSD will be responsible for facilities, and administrative costs imposed by the program activities identified in this Agreement.

C. RSD will be responsible for management, operation, and maintenance of school property.

3. Safe Routes to School Material

It is understood that because the City is a government agency, all materials produced and distributed through Safe Routes to School do not need pre-approval from the RSD Administrative Superintendent or designee before being distributed to students and parents. However, should the RSD Administration or School Principal find format or content objectionable in any way, the City will work with the RSD Administration and/or School Principal to resolve the concern before distributing the material.

4. Public Record Requests

If a request is made to the City to inspect records subject to this Agreement and/or which contain information subject to FERPA, the City shall notify RSD. If the City refuses to release the records, RSD agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify RSD in order for RSD to take all appropriate legal action. RSD further agrees to hold harmless, defend and indemnify the City for all costs, expenses and attorney fees that may be imposed on the City as a result of appealing any decision regarding the disclosure of RSD records or records which contain information subject to FERPA.

5. Liability

The parties understand that walking and biking involve certain risks and dangers and that accidents may occur despite all reasonable care and prevention. Parents/legal guardians shall assume all risks arising out of the SR2S program. The City and RSD and its contractors, officers, employees, and agents shall be released and discharged from any claims, actions, causes of action, or any charge of any kind whatsoever that may or could arise as a result of student participation in the SR2S program, including claims for injury, death, or property damage, whether or not caused by the fault or negligence of any of the parties released.

6. Indemnification

- A. Subject to the limits of the Oregon Tort Claims Act, the Oregon Constitution and paragraph 4 Liability (above), City agrees to indemnify, hold harmless and defend, RSD, its officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of City, its officers, employees or agents under this Agreement.
- B. Subject to the limits of the Oregon Tort Claims Act, the Oregon Constitution and paragraph 4 Liability (above), RSD agrees to indemnify, hold harmless and defend, City, its officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of RSD, participating schools, and their officers, employees or agents under this Agreement.

7. Amendments

This Intergovernmental Agreement may be amended only by a written agreement signed by the Parties. The Director of the Portland Office of Transportation may sign amendments on behalf of the City of Portland.

8. Early Termination of Agreement

- A. The City and the RSD, by mutual written agreement, may terminate this Agreement or the participation with any individual school at any time.
- B. The City, on thirty (30) days written notice to RSD, may terminate this Agreement or its participation with any individual school for any reason deemed appropriate at its sole discretion.

I. CITY OF PORTLAND

REYNOLDS SCHOOL DISTRICT

By: \_\_\_\_\_

By: Charles Rhoads

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

Printed Name: CHARLES RHOADS

Title: Director of the Office of Transportation

Title: Executive Director of Business Services

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

Date: 5/11/12

Approved as to form:

Approved as to form: DR

APPROVED AS TO FORM

James H. Van Dyke  
CITY ATTORNEY 5/15/12

**APPENDIX 1 - Definitions**

Administration – the School officials who provide administrative leadership and services for the School's SR2S program.

City – the City of Portland Bureau of Transportation, which manages SR2S Portland.

RSD – School District No. 7 Multnomah County, Oregon, Reynolds Schools.

Parties – the School and the City named in the Agreement.

Project Manager – the City staff member who provides SR2S project leadership and management services.

Project Team – the City and Technical Service Providers as a cooperative group.

School – Each RSD school involved in the SR2S pilot project

SR2S Organizer – a representative of the City who provides direct support to the School for the development and implementation of the School's SR2S program.

Technical Service Provider (TSP) – the community partners with whom the City has contracted to provide technical support to the City, School, and SR2S Team for the development and implementation of SR2S (including but not limited to: Alliance for Community Traffic Safety, Bicycle Transportation Alliance, and Legacy Emanuel Trauma Nurses).

## **INTERGOVERNMENTAL AGREEMENT**

### **Portland Safe Routes to School (SR2S) 2012-17**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into by and between the School District No. 3, Multnomah County, Oregon, hereinafter referred to as "PSD" and the City of Portland, Oregon, hereinafter referred to as the "City."

#### **RECITALS**

1. The PSD and City (hereinafter referred to as the "Parties") recognize that there are several community partners in Portland Safe Routes to School (SR2S) program: the School, School District, Bureau of Transportation, Portland Police Bureau, and Technical Service Providers for SR2S.
2. The Parties recognize the vital importance of SR2S's efforts to increase the number of students who safely walk, bike, and carpool to school. These efforts yield the following benefits: decreased traffic congestion and improved traffic safety, improved health and fitness, increased physical activity, increased independence, building neighborhood livability, increased alertness and academic achievement, and improved air quality.
3. The City provides public resources and services to promote safe walking, biking, transit use and carpooling. In so doing, the City has a responsibility to deploy resources as effectively and efficiently as possible, to account to Portland residents for the allocation and outcomes of those resources, and to ensure that the activities supported are conducted in accordance with the highest legal, ethical, and financial standards.
4. The Parties recognize the importance of collaboration that allows for the development of robust SR2S activities to increase the number of students who safely walk and bike to school.
5. The Parties acknowledge that the program and administrative support systems supported by the Parties impose facilities and administrative costs on both Parties.
6. The responsibilities in this Agreement represent the basic requirements for obtaining and maintaining eligibility to participate in SR2S Portland for the 2012-17 academic years.

**THE PARTIES therefore agree as follows:**

**PARKROSE SCHOOL DISTRICT RESPONSIBILITIES**

PSD will:

1. Provide the City's Project Team with contact information of School District faculty as needed to facilitate program scheduling and evaluation
2. Provide the City's Project Team with contact information of School District families (and/or release the Multnomah Education Service District to provide this information) as needed to facilitate the SmartTrips to School individualized marketing program and SR2S program evaluation
3. Encourage individual schools to fully participate in SR2S programming
4. Require Parkrose principals to:
  - a. Provide indoor meeting space with tables and chairs large enough to conduct SR2S trainings as needed to accomplish the above encouragement programming.
  - b. Provide the City Project Team access to the School's PTA, PTSA, Site Council, Staff, Safety Committee, Booster Club, Wellness Committee, and/or other relevant School groups as needed to provide information about the SR2S program.
  - c. Distribute information provided by the City Project Team to students and parents through school newsletters, mailings, backpack mail, posted flyers/announcements, school email, and/or other regular channels of communication.
  - d. To identify SR2S program elements that will benefit their school community and be incorporated into the school year services, budget permitting. Examples of such program elements include, but are not limited to the list below:
    - i. Encouragement
      1. Walk + Bike to School Day (first Wednesday in October)
      2. Walk + Bike Challenge Month (month of May)
      3. Training & technical support in the implementation of Stop + Walk, Walking School Buses, Bike Trains, etc.
    - ii. Enforcement
      1. Coordinated traffic enforcement with Portland Police Bureau in response to speeding concerns in school zones
    - iii. Engineering
      1. School zone pickup and dropoff safety evaluation
      2. Traffic safety requests from school principals via Traffic Safety Hotline (503-823-SAFE, [safe@portlandoregon.gov](mailto:safe@portlandoregon.gov))

3. School-specific family friendly map
4. Engineering Strategy Report identifying barriers to walking and biking around schools and providing a list of prioritized capital projects

iv. Education

1. Child Passenger Safety (30 min assembly, instructor provided)
2. Pedestrian Safety (1.5 hours program, instructor provided)
3. Bicycle Safety (10 hour program, instructors, volunteers, and equipment provided)

- e. Collaborate with the City Project Team to enable the delivery of services.

## CITY OF PORTLAND RESPONSIBILITIES

City will:

1. Provide a Project Team, which includes the Project Manager, Organizers, and Technical Service Providers to:
  - a) Manage communications between each School and the Project Team,
  - c) Provide training, materials, and function as advisors for each School's participation in SR2S program activities.
2. Provide each School with the names and contact information of the City Project Manager and the SR2S Organizer to be involved in each School's program.
3. Provide SR2S SmartTrips order forms and newsletter (including postage) that offer free information that promotes child passenger safety, pedestrian safety, bicycle safety, transit use and safety, resources for walking and biking, carpooling, driver behavior, and other traffic safety messages.
4. Provide materials, training, resources newsletter announcements and articles, and SR2S maps that encourage and promote safe multimodal transportation options.
5. Track participation and evaluate program impacts and success.

## GENERAL PROVISIONS

### 1. FERPA Re-Disclosure

The parties recognize that the Family Educational Rights and Privacy Act [FERPA] imposes strict penalties for improper disclosure of confidential student information, including but not limited to denial of access to personally identifiable information ("PII") from education records for at least five years (34 CFR 99.33(e)). Consistent with FERPA's requirements, PII obtained by City in the performance of this Agreement may not be disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Agreement.

### 2. Financial Management



- A. The City will be responsible for program costs imposed by the program activities identified and referenced in this Agreement.
- B. The PSD will be responsible for facilities, and administrative costs imposed by the program activities identified in this Agreement.
- C. PSD will be responsible for management, operation, and maintenance of school property.

### 3. Safe Routes to School Material

It is understood that because the City is a government agency, all materials produced and distributed through Safe Routes to School do not need pre-approval from the PSD Administrative Superintendent or designee before being distributed to students and parents. However, should the PSD Administration or School Principal find format or content objectionable in any way, the City will work with the PSD Administration and/or School Principal to resolve the concern before distributing the material.

### 4. Public Record Requests

If a request is made to the City to inspect records subject to this Agreement and/or which contain information subject to FERPA, the City shall notify PSD. If the City refuses to release the records, PSD agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify PSD in order for PSD to take all appropriate legal action. PSD further agrees to hold harmless, defend and indemnify the City for all costs, expenses and attorney fees that may be imposed on the City as a result of appealing any decision regarding the disclosure of PSD records or records which contain information subject to FERPA.

### 5. Liability

The parties understand that walking and biking involve certain risks and dangers and that accidents may occur despite all reasonable care and prevention. Parents/legal guardians shall assume all risks arising out of the SR2S program. The City and PSD and its contractors, officers, employees, and agents shall be released and discharged from any claims, actions, causes of action, or any charge of any kind whatsoever that may or could arise as a result of student participation in the SR2S program, including claims for injury, death, or property damage, whether or not caused by the fault or negligence of any of the parties released.

### 6. Indemnification

- A. Subject to the limits of the Oregon Tort Claims Act, the Oregon Constitution and paragraph 4 Liability (above), City agrees to indemnify, hold harmless and defend, PSD, its officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of City, its officers, employees or agents under this Agreement.
- B. Subject to the limits of the Oregon Tort Claims Act, the Oregon Constitution and paragraph 4 Liability (above), PSD agrees to indemnify, hold harmless and defend, City, its officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages

or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of PSD, participating schools, and their officers, employees or agents under this Agreement.

#### 7. Amendments

This Intergovernmental Agreement may be amended only by a written agreement signed by the Parties. The Director of the Portland Office of Transportation may sign amendments on behalf of the City of Portland.

#### 8. Early Termination of Agreement

- A. The City and the PSD, by mutual written agreement, may terminate this Agreement or the participation with any individual school at any time.
- B. The City, on thirty (30) days written notice to PSD, may terminate this Agreement or its participation with any individual school for any reason deemed appropriate at its sole discretion.

I. CITY OF PORTLAND

PARKROSE SCHOOL DISTRICT

By: \_\_\_\_\_

By: Karen Gray

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

Printed Name: Karen Gray

Title: Mayor Sam Adams, City of Portland

Title: PSD Superintendent

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

Date: 3/23/12

Approved as to form:

Approved as to form:

APPROVED AS TO FORM

James H. Van Dyke

CITY ATTORNEY

**APPENDIX 1 - Definitions**

Administration – the School officials who provide administrative leadership and services for the School's SR2S program.

City – the City of Portland Bureau of Transportation, which manages SR2S Portland.

PSD – School District No. 3 Multnomah County, Oregon, Parkrose Public Schools.

Parties – the School and the City named in the Agreement.

Project Manager – the City staff member who provides SR2S project leadership and management services.

Project Team – the City and Technical Service Providers as a cooperative group.

School – Each PSD school involved in the SR2S pilot project

SR2S Organizer – a representative of the City who provides direct support to the School for the development and implementation of the School's SR2S program.

Technical Service Provider (TSP) – the community partners with whom the City has contracted to provide technical support to the City, School, and SR2S Team for the development and implementation of SR2S (including but not limited to: Alliance for Community Traffic Safety, Bicycle Transportation Alliance, and Legacy Emanuel Trauma Nurses).

**INTERGOVERNMENTAL AGREEMENT****Portland Safe Routes to School (SR2S) 2012-17**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into by and between the School District No. 40, Multnomah County, Oregon, hereinafter referred to as "DDSD" and the City of Portland, Oregon, hereinafter referred to as the "City."

**RECITALS**

1. The DDSD and City (hereinafter referred to as the "Parties") recognize that there are several community partners in Portland Safe Routes to School (SR2S) program: the School, School District, Bureau of Transportation, Portland Police Bureau, and Technical Service Providers for SR2S.
2. The Parties recognize the vital importance of SR2S's efforts to increase the number of students who safely walk, bike, and carpool to school. These efforts yield the following benefits: decreased traffic congestion and improved traffic safety, improved health and fitness, increased physical activity, increased independence, building neighborhood livability, increased alertness and academic achievement, and improved air quality.
3. The City provides public resources and services to promote safe walking, biking, transit use and carpooling. In so doing, the City has a responsibility to deploy resources as effectively and efficiently as possible, to account to Portland residents for the allocation and outcomes of those resources, and to ensure that the activities supported are conducted in accordance with the highest legal, ethical, and financial standards.
4. The Parties recognize the importance of collaboration that allows for the development of robust SR2S activities to increase the number of students who safely walk and bike to school.
5. The Parties acknowledge that the program and administrative support systems supported by the Parties impose facilities and administrative costs on both Parties.
6. The responsibilities in this Agreement represent the basic requirements for obtaining and maintaining eligibility to participate in SR2S Portland for the 2012-17 academic years.

THE PARTIES therefore agree as follows:

## DAVID DOUGLAS SCHOOL DISTRICT RESPONSIBILITIES

DDSD will:

1. Provide the City's Project Team with contact information of School District faculty as needed to facilitate program scheduling and evaluation
2. Provide the City's Project Team with contact information of School District families (and/or release the Multnomah Education Service District to provide this information) as needed to facilitate the SmartTrips to School individualized marketing program and SR2S program evaluation
3. Encourage individual schools to fully participate in SR2S programming
4. Require David Douglas principals to:
  - a. Provide indoor meeting space with tables and chairs large enough to conduct SR2S trainings as needed to accomplish the above encouragement programming.
  - b. Provide the City Project Team access to the School's PTA, PTSA, Site Council, Staff, Safety Committee, Booster Club, Wellness Committee, and/or other relevant School groups as needed to provide information about the SR2S program.
  - c. Distribute information provided by the City Project Team to students and parents through school newsletters, mailings, backpack mail, posted flyers/announcements, school email, and/or other regular channels of communication.
  - d. To identify SR2S program elements that will benefit their school community and be incorporated into the school year services. Examples of such program elements include, but are not limited to the list below:
    - i. Encouragement
      1. Walk + Bike to School Day
      2. Walk + Bike Challenge Month
      3. Training & technical support in the implementation of Stop + Walk, Walking School Buses, Bike Trains, etc.
    - ii. Enforcement
      1. Coordinated traffic enforcement in response to speeding concerns in school zones
    - iii. Engineering
      1. Pick up and drop off safety evaluation
      2. 823-SAFE requests
      3. School-specific Family Friendly map
      4. Engineering Strategy Report wait list

## iv. Education

1. Child Passenger Safety (30 min assembly, instructor provided)
  2. Pedestrian Safety (1.5 hours program, instructor provided)
  3. Bicycle Safety (10 hour program, instructors, volunteers, and equipment provided)
- e. Collaborate with the City Project Team to enable the delivery of services.

**CITY OF PORTLAND RESPONSIBILITIES**

City will:

1. Provide a Project Team, which includes the Project Manager, Organizers, and Technical Service Providers to.
  - a) Manage communications between each School and the Project Team,
  - c) Provide training, materials, and function as advisors for each School's participation in SR2S program activities.
2. Provide each School with the names and contact information of the City Project Manager and the SR2S Organizer to be involved in each School's program.
3. Provide SR2S SmartTrips order forms and newsletter (including postage) that offer free information that promotes child passenger safety, pedestrian safety, bicycle safety, transit use and safety, resources for walking and biking, carpooling, driver behavior, and other traffic safety messages.
4. Provide materials, training, resources newsletter announcements and articles, and SR2S maps that encourage and promote safe multimodal transportation options.
5. Track participation and evaluate program impacts and success.

**GENERAL PROVISIONS**

## 1. FERPA Re-Disclosure

The parties recognize that the Family Educational Rights and Privacy Act [FERPA] imposes strict penalties for improper disclosure of confidential student information, including but not limited to denial of access to personally identifiable information ("PII") from education records for at least five years (34 CFR 99.33(e)). Consistent with FERPA's requirements, PII obtained by City in the performance of this Agreement may not be disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Agreement.

## 2. Financial Management

- A. The City will be responsible for program costs imposed by the program activities identified and referenced in this Agreement.

B. The DDSD will be responsible for facilities, and administrative costs imposed by the program activities identified in this Agreement.

C. DDSD will be responsible for management, operation, and maintenance of school property.

### 3. Safe Routes to School Material

It is understood that because the City is a government agency, all materials produced and distributed through Safe Routes to School do not need pre-approval from the DDSD Administrative Superintendent or designee before being distributed to students and parents. However, should the DDSD Administration or School Principal find format or content objectionable in any way, the City will work with the DDSD Administration and/or School Principal to resolve the concern before distributing the material.

### 4. Public Record Requests

If a request is made to the City to inspect records subject to this Agreement and/or which contain information subject to FERPA, the City shall notify DDSD. If the City refuses to release the records, DDSD agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the City will notify DDSD in order for DDSD to take all appropriate legal action. DDSD further agrees to hold harmless, defend and indemnify the City for all costs, expenses and attorney fees that may be imposed on the City as a result of appealing any decision regarding the disclosure of DDSD records or records which contain information subject to FERPA.

### 5. Liability

The parties understand that walking and biking involve certain risks and dangers and that accidents may occur despite all reasonable care and prevention. Parents/legal guardians shall assume all risks arising out of the SR2S program. The City and DDSD and its contractors, officers, employees, and agents shall be released and discharged from any claims, actions, causes of action, or any charge of any kind whatsoever that may or could arise as a result of student participation in the SR2S program, including claims for injury, death, or property damage, whether or not caused by the fault or negligence of any of the parties released.

### 6. Indemnification

A. Subject to the limits of the Oregon Tort Claims Act, the Oregon Constitution and paragraph 4 Liability (above), City agrees to indemnify, hold harmless and defend, DDSD, its officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of City, its officers, employees or agents under this Agreement.

B. Subject to the limits of the Oregon Tort Claims Act, the Oregon Constitution and paragraph 4 Liability (above), DDSD agrees to indemnify, hold harmless and defend, City, its officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of DDSD, participating schools, and their officers, employees or agents under this Agreement.

## 7. Amendments

This Intergovernmental Agreement may be amended only by a written agreement signed by the Parties. The Director of the Portland Office of Transportation may sign amendments on behalf of the City of Portland.

## 8. Early Termination of Agreement

- A. The City and the DDSD, by mutual written agreement, may terminate this Agreement or the participation with any individual school at any time.
- B. The City, on thirty (30) days written notice to DDSD, may terminate this Agreement or its participation with any individual school for any reason deemed appropriate at its sole discretion.

I. CITY OF PORTLAND

DAVID DOUGLAS SCHOOL DISTRICT

By: \_\_\_\_\_

By: Don Grotting

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

Printed Name: Don GrottingTitle: Director of the Office of TransportationTitle: DDSD Superintendent

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

Date: April 11, 2012

Approved as to form:

Approved as to form:

APPROVED AS TO FORM

James H. Van Dyke  
CITY ATTORNEY



**APPENDIX 1 - Definitions**

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DDSD – School District No. 40 Multnomah County, Oregon, David Douglas Schools.

Parties – the School and the City named in the Agreement.

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