

EXHIBIT A**INTERGOVERNMENTAL AGREEMENT
DOCUMENT TRANSLATION SERVICES**

This Intergovernmental Agreement (this "Agreement") is entered into as of the 17th day of June 2015 (the "Effective Date") by and between the **MULTNOMAH COUNTY SCHOOL DISTRICT No. 40 – DAVID DOUGLAS SCHOOL DISTRICT ("DDSD")** and **CITY OF PORTLAND OFFICE OF NEIGHBORHOOD INVOLVEMENT EAST ("ONI")**. DDSD and ONI may be referred to herein individually as a "Party" or together as the "Parties". This agreement will terminate, unless otherwise renewed or extended by written agreement, on December 31, 2016

RECITALS

- A. By the authority granted in ORS 192.010 et al., units of local government may enter into an agreement with each other for the performance of any or all of the functions and activities that a party to the agreement has the authority to perform.
- B. ONI, through the East Portland Action Plan ("EPAP") awards Municipal Project Partnership ("MPP") funds (the "MPP Funds") to initiatives that meet EPAP goals.
- C. DDSD serves 75 different 1st language students and families.
- D. DDSD will establish a committee to recommend a prioritized list of documents to be translated in the 5 most prevalent languages. The committee will include cultural and language specific representation of parents and non-related students for each of the languages. Document selection will weight criteria that addresses whether a document may be used by the other East Portland School Districts. Establishing this process will test a model that may be used in the future by all East Portland School Districts.
- E. EPAP's \$7,000 will be applied to the cost of translation for the prioritized documents.
- F. ONI desires to forward the MPP Funds to DDSD, as its municipal partner, for school district document translation to be done in East Portland.

AGREEMENT

NOW THEREFORE, in consideration of the undertakings and mutual covenants of the Parties, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Disbursement.** On or about the Effective Date, ONI will forward the MPP Funds to DDSD.
2. **Assignment.** Neither Party may assign or subcontract its rights, duties, or obligations under this Agreement without the prior written consent of the other Party.
3. **Governing Law.** This Agreement is governed by the laws of the State of Oregon. The Parties hereby consent to the personal jurisdiction of the state and federal courts located in Multnomah County, Oregon.
4. **Merger.** This Agreement represents the full understanding of the Parties and supersedes any prior or contemporaneous agreements, whether oral or in writing, between the Parties.
5. **DDSD's Termination of project with Recipient.** If DDSD terminates its Grant Agreement and has unspent grant funds that were provided to DDSD by ONI pursuant to this agreement, DDSD shall return the funds to the ONI.
6. **Termination of Agreement.** DDSD and ONI may terminate this Agreement at any time by mutual written agreement. If the Agreement is terminated as provided in this paragraph, DDSD shall return any unused funds that have not been spent by the as of the effective date of termination. Unless the Parties agree otherwise, Recipients shall finish any work and services which would require payment from any unused funds. Any funds that are provided by ONI to DDSD and are not spent before the termination date shall be returned to ONI.
7. **Insurance.** DDSD shall maintain certificates of insurance and additional insured endorsement forms, which name the City of Portland as an additional insured. DDSD shall provide copies of Recipients' insurance certificates and additional insured endorsement forms upon ONI's request.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Multnomah County School District No.
40 - David Douglas School District**

Office of Neighborhood Involvement

By: _____

Don Grotting,

By: _____

Amalia Alarcon de Morris,

Approved as to form:

Legal Counsel

Approved as to form:

City Attorney