

DDSD CONTRACT # 1516214
EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
INTERPRETER TRAINING WORKSHOP SERIES**

This Intergovernmental Agreement (this "Agreement") is entered into as of the 1st day of June 2016 (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 June 15, 2017

RECITALS

- A. By the authority granted in ORS 190.010 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 students and families who speak 75 different first languages.
- D. DDSD will establish an 'Interpreter Training Workshop Series' that will build skills for students of David Douglas School District, helping them to graduate and acquire essential workforce training that can earn them a living wage. Students' interpretation skill development will benefit individuals and families through home visits and increased parent engagement, providing a conduit for information sharing and bringing forward the voice of the many immigrants and refugees in the School District. This program will be a test model for building capacity to create systemic change in how partners collectively connect students to meaningful career related learning opportunities, and may serve to initiate the next steps of establishing more formalized educational opportunities at the School District.
- E. EPAP's \$15,171 will support DDSD to pay for partner trainers, student supplies, event related expenses, and project materials.
- F. ONI desires to forward the MPP Funds to DDSD, as its municipal partner, for David Douglas high school student Interpreter Training 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 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 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
Don Grotting,

By: _____
Amalia Alarcon de Morris,

Approved as to form:

Legal Counsel

APPROVED AS TO FORM
Approved as to form:
Stephanie
City Attorney
CITY ATTORNEY 5/23/16