INTERGOVERNMENTAL AGREEMENT

between

SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON

(PORTLAND PUBLIC SCHOOLS)

and

**AGENCY NAME**

Contract No. IGA

This IGA Shall be binding on the District only if it is

signed by THE DEPUTY CLERK OR AUTHORIZEDDESIGNEE

This Intergovernmental Agreement (“Contract”) is made by and between School District No. 1J, Multnomah County, Oregon (“Portland Public Schools” or “District”) and **AGENCY NAME** (“Agency”) pursuant to authority granted in ORS Chapter 190. District and Agency agree as follows:

###### **AGENCY DATA**

**Agency Name:** **AGENCY NAME**

**Contact Person:**      

**Address:**

**City, State, ZIP:**

**Telephone:**

**Email:**

**District Point of Contact:**  Name of Dept./School Contract Manager (*Email prefix@pps.net*), Name of Dept./School, Portland Public Schools, P.O. Box 3107, Portland, Oregon 97208-3107

**\*All information in this contract is subject to public records law. Please contact the District Point of Contact listed above if you have questions.**

### TERMS AND CONDITIONS

1. **Term and Termination.** This Contract becomes effective on      . Unless earlier terminated as provided below, this Contract shall continue through      .
2. **Early Termination.**  Unless otherwise specified herein, this Contract may be terminated as follows:
   1. Mutual: District and Agency may terminate this Contract at any time by their written agreement.

b. Unilateral: Either party may terminate this Contract upon providing 30 days’ written notice to the other party.

1. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents (“Exhibits”) listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

Exhibit A (Statement of Work)

Exhibit B (Name of Exhibit B) If no Exhibit B, please delete these two fields

1. **Statement of Work.** Agency shall perform the work described in Exhibit A (Statement of Work).
2. **Maximum Total Payment; Invoices.** The District will make no payment until this Contract is fully executed by the authorized representatives of both parties. District shall pay Agency up to a maximum total payment, including all expenses whatsoever, of $0 for services provided by Agency. Agency shall invoice District upon work completion and submit invoices to the person and address below:

Name of District employee

Portland Public Schools

P.O. Box 3107

Portland, Or 97208-3107

Upon work completion and District acceptance, invoice approval, and in accordance with these Terms and Conditions, District shall pay Agency net 30 days.

1. **Independent Contractor Status.** By its signature on this contract, Agency certifies that the service or services to be performed under this Contract are those of an independent agency as defined in ORS 670.600, and that Agency is solely responsible for the work performed under this Contract. Agency represents and warrants that Agency, its subcontractors, employees, and agents are not "officers, agents, or employees" of the District within the meaning of the Oregon Tort Claims Act (ORS 30.260 through 30.300).  Agency shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement.
2. **Subcontracts; Assignment.** Neither party may subcontract, assign, or transfer (collectively, “Subcontract”) any part of this Contract 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 Contract, the subcontracting party shall hold its subcontractor to all the terms and conditions of this Contract 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 Contract.
3. **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.
4. **Ownership of Work.** Agency agrees that all work products created or developed for District by Agency pursuant to this Contract are intended as “works made for hire” and shall be the exclusive property of the District. If any such work products contain Agency’s intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Agency hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *District claims no right to any pre-existing work product of Agency provided to District by Agency in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.*
5. **Unsupervised Contact with Students; Criminal Background Checks.** Agency authorizes District to conduct a criminal background check, including fingerprinting, of any officer, agent, or employee of Agency that will have unsupervised contact with students. Agency also agrees to cause Agency’s employees and/or subcontractors, if any, to authorize District to conduct such background checks. Agency shall pay all fees assessed by Oregon Department of Education for processing the background check. District may deduct the cost of such fees from a progress or final payment to the Agency under this Contract, unless Agency elects to pay such fees directly.
6. **Confidentiality; FERPA Re-disclosure.** **Family Education Rights and Privacy Act (“FERPA”) prohibits the re-disclosure of confidential student information.** Contractor agrees to protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Sec. 1232g) and its implementing regulations (34 C.F.R. Part 99), collectively “FERPA.”  Contractor acknowledges that information disclosed to Contractor by District may include records that are subject to FERPA, and that to the extent this is the case, Contractor will be considered a “school official” as that term is used in FERPA. As such, Contractor agrees that it will hold all information disclosed to it in strict confidence and will not use such information except as required to perform its obligations under this Contract. Contractor further agrees that will it not disclose or re-disclose any such information except (a) with the express written authorization of District, or (b) as required by law but only to the extent permitted by law and only in the manner prescribed by law.  If Contractor receives a court order or subpoena seeking education records or information contained in education records, it shall immediately notify District in writing. If Contractor re-discloses personally identifiable information from education records on behalf of District in response to an order or subpoena under 34 C.F.R. § 99.31(a)(9), Contractor must provide the notification required under 34 C.F.R. § 99.31(a)(9)(ii). District will assist Contractor with complying with this notification requirement.
7. **Compliance with Applicable Law.** Each party shall comply with all federal, state, and local laws applicable to public contracts and to the work done under this Contract, and all regulations and administrative rules established pursuant to those laws.
8. **Mutual Indemnification.** Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Agency shall indemnify and defend District from and against all liability, loss, and costs arising out of or resulting from the acts of Agency, its officers, employees, and agents in the performance of this Contract.

Subject to the limitations of the Oregon Constitution (Article XI, Section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), District shall indemnify and defend Agency from and against all liability, loss, and costs arising out of or resulting from the acts of District, its officers, employees, and agents in the performance of this Contract.

1. **Insurance.**

Agency and District 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 Contract. In addition, Agency is self-insured for its workers’ compensation for employees and shall provide benefits as prescribed by the State of Oregon.

**OR**

At all times while providing services under this Contract, Agency shall maintain in force at Agency’s expense insurance coverage at least equal to the value of this Contract and the following insurance coverage(s), as applicable:

a. Workers’ Compensation. As required by ORS 656.017, subject employers shall provide workers’ compensation coverage in accordance with ORS Chapter 656 for all subject workers. Agency and all subcontractors of Agency with one or more employees shall have this insurance unless exempt under ORS 656.027. Agencies that are statutory subject employers shall submit a certificate of insurance to District showing proof of coverage.

b. Professional Liability / Errors & Omissions (E&O). If Agency is providing services that require a state license (including, but not limited to, accounting, architectural, auditing, dental, legal, medical, and psychiatric), then Agency shall maintain professional liability / E&O insurance coverage of at least $1,000,000 for each claim, incident, or occurrence, and at least $2,000,000 annual aggregate coverage. This coverage shall provide extended reporting period coverage for claims made within two years after this Contract is completed or otherwise terminated according to its terms.

c. General Liability. Agency shall maintain general liability insurance coverage of at least $1,000,000 for each claim, incident, or occurrence, and at least $2,000,000 annual aggregate coverage.

d. Motor Vehicle Liability. If Agency is providing services that require Agency to transport District personnel, students, or property, then in addition to any legally required insurance coverage, Agency shall maintain motor vehicle liability insurance of at least $1,000,000 for each claim, incident, or occurrence.

e. Additional Requirements.All insurance coverage shall be provided by an insurance company having an A.M. Best rating of at least A- and/or licensed to do business in Oregon. Agency alone is responsible for paying all deductibles and retentions. A cross-liability clause or separation of insureds condition shall be included in all general liability policies required by this Contract. Agency’s coverage shall be primary in the event of loss.

f. Certificate of Insurance. Upon District request, Agency shall furnish to District a current certificate of insurance for each of the above coverages within 48 hours of District request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that District, its agents, officers, and employees are additional insureds with respect to Agency’s services provided under this Contract. The certificate must specify an additional insured endorsement, and Agency shall attach a copy of the endorsement to the certificate.

1. **Waiver; Severability.** Waiver of any default or breach under this Contract by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract 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 Contract did not contain the particular term or provision held invalid.
2. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.
3. **Controlling Law; Venue.** Any dispute under this Contract or related to this Contract shall be governed by Oregon law, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.
4. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract shall be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
5. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract.  Counterparts may be delivered by electronic means.
6. **Entire Agreement.** When signed by the authorized representatives of both parties, this Contract and its attached exhibits is their final and entire agreement. As their final expression, this Contract 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 CONTRACT AND ITS ATTACHED EXHIBITS, IF ANY. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT on behalf of the party I represent AND AGREE TO BE BOUND BY ITS TERMS.**

**AGENCY DISTRICT**

Signature Emily Courtnage

Director, Purchasing & Contracting

Printed Name and Title Date

Date