

## INTERGOVERNMENTAL AGREEMENT

### Portland Safe Routes to School (SRTS) 2022-2027

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into by and between the Portland Public Schools District No. 1, Multnomah County, Oregon, hereinafter referred to as “PPS” and the City of Portland, Oregon, hereinafter referred to as the “City.”

#### RECITALS

1. The PPS and City (hereinafter referred to as the “Parties”) recognize that there are several community partners in Portland Safe Routes to School (“SRTS”) program: Portland Public Schools, City of Portland, and Service Providers for SRTS.
2. The Parties understand the importance of having safe, accessible routes for students to travel to and from school.
3. The Parties believe that no child should be involved in a serious traffic crash accessing school or school programs.
4. The Parties agree that every child who wants to walk, roll, or take transit to school should know how to do so safely through PPS-led education.
5. The Parties recognize the vital importance of SRTS’s efforts to increase the number of students who safely walk, bike, roll, take transit, 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.
6. The Parties recognize the importance of collaboration that supports families to use different transportation modes for the school trip.
7. Strong partnerships and commitments from PPS are required to create effective transportation policies and implement those policies by developing and promoting transportation programs.
8. The Parties recognize the need to build towards district-wide transportation safety education.
9. The Parties recognize the importance of collaboration to mitigate the impacts of rebalancing and transportation.
10. The Parties understand that the way students travel to and from school is connected to the City’s and District’s [climate goals](#).
11. The Parties recognize that transportation safety projects can impact school travel and that early engagement with PPS staff is optimal.
12. The Parties acknowledge that the program and administrative support systems supported by the Parties impose facilities and administrative costs on both Parties.
13. The City provides public resources and services to promote safe walking, biking, rolling, 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.

14. The Parties agree that the responsibilities listed here represent the basic requirements for obtaining and maintaining eligibility to participate in Portland's SRTS program for the 2022-2027 academic years.

### **Portland Public Schools**

1. Provide the City's Project Team with contact information of Portland Public Schools faculty as needed to facilitate the SRTS program.
2. Provide the City's Project Team with contact information of Portland Public Schools families (and/or release the Multnomah Education Service District to provide this information) as needed to facilitate the sharing of information and resources, and SRTS program evaluation.
3. Provide strategic leadership for their school communities around transportation options and safety. Some examples include:
  - a. Multimodal information on district and school websites
  - b. Collect travel/modal data and share with the City
  - c. Collect crash and near miss data per school and share with the City
  - d. SRTS Steering Committee (invite PBOT)
  - e. Collaborate with City's Project Team on multimodal education
  - f. Collaborate with City's Project Team on school circulation to maximize safety for the school and surrounding neighborhood communities
  - g. District-wide communications around SRTS: distribute information provided by the City's Project Team to students, parents, and caregivers through school newsletters, mailings, backpack mail, posted flyers/announcements, school email, and /or other regular channels of communication
  - h. Provide annual opportunity for conversations between PPS Board and SRTS staff regarding school transportation and travel safety
  - i. Quarterly meetings between district staff and SRTS
4. Require each PPS principal who engages in SRTS programming to:
  - a. Provide access to school facilities to conduct SRTS programming.
  - b. Provide the City's Project Team access to the School's PTA/PTO, PTSA, Site Council, Staff, Safety Committee, Booster Club, Wellness Committee, and/or other relevant School groups as needed to provide information about the SRTS program
5. Engage and inform PBOT on construction project planning and implementation

### **City of Portland**

1. Collaborate with PPS and Schools to enable the delivery of services and resources

2. Provide a Project Team, which includes City SRTS Team and Service Providers to:
  - a. Function as advisors for each School's participation in the SRTS program
  - b. Provide materials, trainings, and resources that encourage and promote safe multimodal transportation options and education, such as:
    - i. Newsletter articles
    - ii. Incentives
    - iii. Walk + Roll events
    - iv. Individual marketing strategies that directly contact students and families
    - v. Training and technical support in the implementation of walking groups, biking groups, remote drop-off locations, etc.
    - vi. Coordinated parking safety campaigns and idle-free campaigns
    - vii. Arrival and dismissal traffic safety evaluation and communication
    - viii. Map of on-going safety projects, including funded and unfunded
    - ix. Multimodal transportation and traffic safety education, including training teachers
    - x. Information and resources that promote transportation education and safety
3. Track participation and evaluate program impacts and successes
4. Engage and inform PPS on construction project planning and implementation

## **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. 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.

### **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. 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 PPS Administrative Superintendent 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.

#### 6. 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 PPS. 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.

#### 7. 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 the 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.

#### 8. Liability

The parties understand that walking and biking involve certain risks and dangers and that crashes may occur despite all reasonable care and prevention.

#### 9. Indemnification

- a. Subject to the limits of the Oregon Tort Claims Act, the Oregon Constitution and paragraph 5 Liability (above), City agrees to indemnify, hold harmless and defend, PPS, 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 attorney 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 5 Liability (above), PPS 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 attorney fees, resulting from or arising out of the activities of PPS, participating schools, and their officers, employees or agents under this Agreement.

#### 10. 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.

#### 11. Amendments

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

#### 12. 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.

#### 13. 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

14. 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.

15. 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.

16. Early Termination of Agreement

- a. The City and the PPS, by mutual written agreement, may terminate this Agreement or the participation with any individual school at any time.
- b. Upon providing 30 days' written notice to the other party, either party may terminate this Agreement, and/or the participation of an individual school for any reason deemed appropriate by a party to this Agreement.

17. Term & Termination

This Agreement shall be effective July 1, 2022. Unless earlier terminated as provided above, this Agreement shall continue until June 30, 2027.

CITY OF PORTLAND

PORTLAND PUBLIC SCHOOLS

By:

By:

Printed Name:

Printed Name:

Title: Commissioner-in-Charge

Title: Portland Public Schools  
Superintendent

Date:

Date:

Approved as to form:

Approved as to form: