



PORTLAND PUBLIC SCHOOLS, SCHOOL DISTRICT NO. 1J
MULTNOMAH COUNTY, OREGON

184547

STANDARD INTERGOVERNMENTAL AGREEMENT (IGA)
AGREEMENT TRACKING NO.

This agreement is between Portland Public Schools, School District No. 1J, Multnomah County, Oregon (District) and City of Portland, Parks and Recreation Department (Contractor) (collectively, the Parties), pursuant to authority granted in ORS Chapter 190.

The Parties mutually agree as follows:

The Contractor shall provide extended day academic and enrichment activities at Lane MS to the District in accordance with the requirements listed herein:

Term Of Agreement And Renewal. The initial Agreement term shall be October 1, 2010, through August 30, 2011. This agreement may be renewed.

Statement Of Work. Contractor shall perform the work described in Exhibit 1.

Payment For Work. The District agrees to pay Contractor in accordance with Exhibit 1.

Agreement Documents. This agreement consists of the following documents, which are listed in descending order of precedence: this Intergovernmental Agreement document including Exhibit 1 (Statement of Work, Compensation, Payment and Renewal Terms)

A conflict in the agreement documents shall be resolved in the priority listed above with this Agreement taking precedence over all other documents. These Agreement documents are the entire agreement between the parties and shall supercede any prior representation, written or oral.

STANDARD TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** Neither party shall subcontract or assign any part of the Agreement without the written consent of the other party.
2. **Payment of Invoices.** Unless otherwise provided in Exhibit 1, payment shall be approved monthly, by the District, based on District's acceptance of work, and paid net thirty (30) days.
3. **Termination.** This Agreement may be terminated as follows unless otherwise specified therein:
 - a. The District and Contractor, by mutual agreement, may terminate this Agreement at any time.
 - b. By either party upon thirty (30) days written notice.
4. **Access to Records.** Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
5. **Ownership of Work.** All work products created by the Contractor as part of Contractor's performance of this Agreement, including background data, documentation and staff work that is preliminary to final reports, shall be the exclusive property of the District. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants the District a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize other to do so, all such work products. The District shall have no rights in any pre-existing work product of Contractor provided to the District by Contractor in the performance of this Agreement except to copy, use and re-use any such work product for District use only.

If this Agreement is terminated by either party or by default, the District, in addition to any other rights provided by this Agreement, may require the Contractor to transfer and deliver such partially completed reports or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this Agreement.
6. **Criminal Background Check.** Contractor authorizes District to obtain information about Contractor and Contractor's history and to conduct a criminal background check, including fingerprinting, of any officer, agent or employee of Contractor that will have unsupervised contact with students. Contractor also agrees to cause Contractor's employees and/or subcontractors, if any, to authorize District to conduct such background checks. Contractor 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 Contractor under this Agreement, unless the Contractor elects to pay such fees directly.
7. **Confidentiality.** No reports, information, and/or data given to or prepared or assembled by the Contractor under this Agreement shall be made accessible to any individual or organization by the Contractor without the prior written approval of the District.
8. **FERPA Re-disclosure.** The Parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information including but not limited to denial of access to personally identifiable information from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by the Contractor in the performance of this contract: may not be re-disclosed to third parties without written consent of the students' parents/guardians; and must be used only for the purposes identified in this contract.
9. **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 Agreement, and all regulations and administrative rules established pursuant to those laws.

10. **Indemnity and Hold Harmless.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Contractor shall indemnify, defend and hold harmless District from and against all liability, loss and costs arising out of or resulting from the acts of Contractor, its officers, employees and agents in the performance of this agreement.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, Ors 30.260 through 30.300, District shall indemnify, defend and hold harmless Contractor 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 agreement.

11. **Insurance.**

Contractor and District are self-insured according to the statutory limits set in the State of Oregon for any liability, property and auto claims and represents and warrants that it has and will maintain adequate funding of the self insurance to cover any claim that may result from or arise out of this Agreement (to). In addition, Contractor is self-insured for its workers' compensation for employees and shall provide benefits as prescribed by the State of OR,

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027** (See Exhibit 4). **THIS COVERAGE IS REQUIRED.** Attach Certificate of Insurance.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.
 Required by District Not required by District

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage.
 Required by District Not required by District

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.
 Required by District Not required by District

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Upon Request of the District, Contractor shall furnish a current Certificate(s) of Insurance to the District within forty eight (48) hours. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the District. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the District, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the District.

12. **Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.

13. **Merger Clause.** This Agreement and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

CONTRACTOR DATA AND SIGNATURE

Federal Tax ID# or Social Security #: **93-6002236**

Business Name: **City of Portland, Bureau of Parks & Recreation, Lane SUN CS**
Business Address: **City of Portland Grants Office**
1120 SW Fifth Ave. Portland, OR 97204 Rm. 1250
Contractor Phone: **(503) 823-6862**

Business Designation (check one):
 Sole Proprietorship Partners
 Corporation-for profit Corporation-non-profit
 Other [describe here: _____]

I have read this Contract including the attached Exhibits. I certify that I have the authority to sign and enter into this Contract. I understand the Contract and agree to be bound by its terms.

Signature _____

Title _____

Name (please print) _____

Date _____

APPROVED AS TO FORM
Amela Neugebaur
CITY ATTORNEY

Portland Public Schools, Multnomah County School District 1J SIGNATURE
(This contract is not binding on the District until signed the appropriate signing authority)

Signature

Title

Date

184547

Name (please print)

EXHIBIT 1

PORTLAND PUBLIC SCHOOLS, SCHOOL DISTRICT NO. 1J
MULTNOMAH COUNTY, OREGON

STANDARD INTERGOVERNMENTAL AGREEMENT (IGA)
AGREEMENT TRACKING NO.

STATEMENT OF WORK, COMPENSATION,
PAYMENT and RENEWAL TERMS

1. Contractor shall perform the following work:

Portland Parks and Recreation Department acting as the lead agency for the SUN Community School at Lane MS will provide academic support and enrichment activities for 21st Century Program Participants. These activities will target at least 100 high risk students and will be provided before and/or after school and 4 weeks during the summer. Each class funded will be clearly identifiable in Service Point by labeling them with two **.

The following classes will be provided during the Fall and Spring term:

Performing Arts- Rock Band

Musical class focused on learning how to play and create popular and contemporary rock.

Technology

Focus on improving and learning new computer skills and abilities.

Language & Culture- Japanese

Focus on popular and traditional Japanese culture, as well as an introduction into speaking, writing and reading the language.

Academic Tutoring

Focus on improving academic skills and abilities through lower ratio groups with Lane MS teachers.

Any additional classes offered will be approved by the building administrators and created in collaboration with key staff at Lane.

2. The maximum total payment under this Contract, including expenses, is \$40,000.00
3. The District shall pay Contractor on the following basis: within 30 days after monthly submission of detailed invoice, and after invoice and expenses incurred are verified to be in compliance with the 21st Century program goals.

Payments shall be made to the address below:

Susan Crabtree
City Of Portland Grants Office
City Of Portland, Bureau Of Parks & Recreation, Lane MS Sun CS.
1120 Sw Fifth Ave. Portland, Or 97204 Rm. 1250

4. **Contractor will invoice the District for the work as follows:** Monthly on a cost reimbursable basis. Invoices shall be submitted to District for payment on the fifth working day of each month for the previous month's services.

Invoices shall be submitted to the address below:

Dunya Minoo.
@ Tubman Young Women's Academy
Portland Public Schools
2231 North Flint
Portland, OR 97227

5. **District will pay expenses on the following terms and conditions:** Salaries, benefits, and supplies incurred in the provision of services at Lane MS and as stated in Exhibit 1. No other expenses will be incurred.
6. **This contract may be renewed on the following basis:** At District's sole discretion, District may renew this Contract for up to four additional one-year periods, pending availability of funds and the Contractor's satisfactory performance in providing services.