

# INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is entered into by and between St. Helens School District 502, a local educational agency of the State of Oregon, hereinafter referred to as "St. Helens SD 502" and the City of St. Helens, Parks and Recreation Department, a local district governmental organization of the State of Oregon, hereinafter referred to as "City" and (each a "Party;" collectively, the "Parties"). This Agreement is entered into pursuant to the authority granted by ORS 190.110 and 283.110, allowing state agencies to enter into agreements with other state agencies to cooperate in performing duties, exercising powers or administering policies or programs.

## 1. Purpose

St. Helens SD 502 desires to obtain after school recreation activities from the City for development of the 21<sup>st</sup> Century Community Learning Center Project (hereinafter referred to as the "21<sup>st</sup> CCLC" Project). The City has the expertise and experience to provide recreation activity services. This does not provide for the transfer of personnel. The Parties agree to this Intergovernmental Agreement pursuant to ORS 190.110 and 283.110.

## 2. Agreement Term

This Agreement is effective from **January 1, 2024 through June 30, 2024** unless terminated by either period under the terms of this Agreement.

## 3. Agreement Contracts

**St. Helens School District 502**

*Legal Name*

**474 North 16<sup>th</sup> Street**

*Address*

**St. Helens, OR 97051**

*City, State, Zip*

**Scot Stockwell, Superintendent**

*Agreement Contact*

**503.366.7221**

*Phone*

**scots@sthelens.k12.or.us**

*Email*

**City of St. Helens**

*Legal Name*

**265 Strand Street**

*Address*

**St. Helens, OR 97051**

*City, State, Zip*

**Shanna Duggan, Manager**

*Agreement Contact*

**503.366.8208**

*Phone*

**sduggan@sthelensoregon.gov**

*Email*

## 4. Statement of Work

- 4.1. City of St. Helens will provide lesson planning and instruction (classes will focus on leadership, health and wellness, service learning, and STEM-based classes). City of St. Helens will provide course planning and general program support. The City agrees to provide after-school recreation activities to the following schools: Columbia City School, Lewis & Clark Elementary School, and McBride Elementary School. See Attachment C: Project Outline for staffing and hourly details. The City and District will work together to develop activities that meet student and parent needs and interests. These activities will take place at the school sites.
- 4.2. The City will be responsible for the hiring and supervision of all after school recreation staff. The City will provide one site lead and three recreational leaders and/or recreation instructors at each site as needed to lead the enrichment activities, complementary activities, and assist the St. Helens After School Enrichment Program site coordinators in the operation of activities at each site. CCLC funds will pay enrichment leaders to instruct STEM and programs around LEGO Robotics, Fitness and Health, Creative Arts, Sports, and social emotional learning support.

Classes will be based on student preference and interest. Services include staff training, student supervision, materials, and supplies.

- 4.3. Purchases of equipment costing \$250.00 (two hundred fifty US dollars) or more will be purchased by the St. Helens SD 502 and inventoried as part of the District's property.

## 5. Compensation

The budget shall not exceed a total of \$155,000 for the year. Funding is for the direct services, including Personnel, Contractual Services, materials, and supplies. Days of services retroactive to January 8, 2024 through June 30, 2024.

The City will submit bills to the District **QUARTERLY**, itemizing all charges incurred related to the St. Helens After School Enrichment Program. Upon billing, the City shall furnish itemized receipts for any transaction of \$100.00 (one hundred US dollars) or more. Payroll registers will also be provided. Final billings for the 2023-24 school fiscal year must be submitted to the District no later than July 31st, 2024. Invoices are to be submitted to Fiscal Services Department, St. Helens School District 502, 474 N. 16<sup>th</sup> Street, St. Helens, OR 97051 or ap@sthelens.k12.or.us.

## 6. Termination

- 6.1. This Agreement may be terminated at any time by mutual written agreement of the Parties.
- 6.2. A Party may terminate this Agreement upon 30 days written notice to the other party.
- 6.3. A Party may terminate this Agreement immediately upon written notice to the other Party, or at such later date as the terminating Party may specify in such notice, upon the occurrence of any of the following events:
  - 6.3.1. The terminating party fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient in the terminating Party's reasonable administrative discretion, to perform its duties under this Agreement;
  - 6.3.2. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the terminating Party's performance under this Agreement is prohibited or the terminating Party is prohibited from paying for such performance from the planned funding source; or
  - 6.3.3. The other Party materially breaches a covenant, warranty or obligation under this Agreement, or fails to perform its duties within the time specified in this Agreement or any extension of that time, or so fails to pursue its duties as to endanger that Party's performance under this Agreement in accordance with its terms, and such breach or failure is not cured within 20 days after delivery of the terminating Party's notice to the other Party of such breach or failure, or within such longer period of cure as the terminating Party may specify in such notice.

## 7. Compliance with Applicable Law

For the services provided under this Agreement, both parties shall comply, and cause all subcontractors to comply with, all federal, state, local, and each party's laws, regulations, executive orders and ordinances applicable to this Agreement and the performance of the Services.

## 8. Confidentiality

The Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information. Except in very specific circumstances and as agreed in writing, neither Party shall disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that the Party may learn or obtain in the course and scope of its performance of this Agreement. Any re-disclosure of confidential student information must comply with the re-disclosure laws of FERPA. Neither Party shall re-disclose information without prior written notification to and written permission of the other Party. If the Party grants permission, receiving Party is solely responsible for compliance with the re-disclosure under §99.32(b). Consistent with FERPA's



reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

14.3. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

## **15. How Notices Shall Be Given**

Any notice given in connection with this Agreement shall be provided in writing and shall be delivered to the party at the Authorized Representative's address or email stated herein.

## **16. Entire Agreement**

When signed by both parties, this Agreement (and any attached exhibits or supporting documents) is the final and entire agreement. As the final and entire 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.

## **17. Waiver and 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 provision 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 the Agreement did not contain the particular term or provision held invalid. The failure of either party to exercise any of its rights under this agreement for a breach thereof, shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

## **18. Amendments**

Any amendments, consents to or waivers of the terms of this Agreement must be in writing and signed by both parties.

## **19. Use of Facilities**

The facilities provided by either party under this Agreement are for use by the parties exclusively for the governmental purposes contemplated by this Agreement. Neither party shall resell, barter, share, or allow access to the facilities with or to any third party without the prior written consent of the facility owner.

## **20. Damage to St. Helens SD 502 Property**

Both parties agree that the City shall be responsible for any damage caused to the District's property and resulting from the activities of the City, its employees, officers, and agents.

## **21. Work Performed on St. Helens SD 502 Property**

When performing work on St. Helens SD 502 property, the City and City's employees shall be in appropriate work attire (or uniform, if applicable) at all times. As required by schools and other St. Helens SD 502 locations, each day the City and/or City's employees are present on St. Helens SD 502 property, they must sign in at the location's main office and obtain an identification/visitor tag. City and/or City's employees must display this tag on their person at all times while on St. Helens SD 502

property. All St. Helens SD 502 properties are tobacco-free zones; City and/or City's employees are prohibited from using any tobacco product on District property. All District properties are also drug-free, weapons-free and firearms-free zones; City and/or City's employees are prohibited from possessing on their persons or in their vehicles any drug, weapon or firearm while on St. Helens SD 502 property.

**22. Hazardous Materials**

The City shall notify St. Helens SD 502 before using any products containing hazardous materials to which DISTRICT employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon St. Helens SD 502 request, the City must immediately provide Material Safety Data Sheets to St. Helens SD 502 for all materials subject to this provision.

**23. Equipment and Material**

Each party shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

**24. Headings**

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

**25. Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and be binding upon the Parties. The Parties agree that they may conduct this transaction, including any amendments or extension, by electronic means including the use of electronic signatures.

**26. Additional Terms and Attachments**

Each of the following attachments are incorporated by this reference and made a part of this Agreement.

- Attachment A: Insurance Requirements
- Attachment B: Fingerprinting and Background Check Requirements
- Attachment C: Project Outline

**27. SIGNATURES**

I HAVE READ THIS AGREEMENT, ANY ATTACHED EXHIBITS, AND THE TERMS AND CONDITIONS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

Scot Stockwell  
St. Helens School District 502 Authorized Signer

\_\_\_\_\_  
City of St. Helens Authorized Signer

[Signature]  
Signature

\_\_\_\_\_  
Signature

scots@sthelens.k12.or.us  
Email

\_\_\_\_\_  
Email



## ATTACHMENT A: INSURANCE REQUIREMENTS

Each party shall obtain at its expense the insurance specified in this **Attachment A: Insurance Requirements** prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Parties shall obtain the following insurance from insurance companies or entities authorized to transact the business of insurance and issue coverage in Oregon. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Each party shall pay for its own deductibles, self-insured retention and self-insurance, if any.

### 1. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Each party shall provide and maintain workers' compensation coverage for its employees and officers as required by applicable laws. Each party will also require and ensure that each of its subcontractors complies with these requirements.

### 2. COMMERCIAL GENERAL LIABILITY

Required       Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to each party. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

### 3. AUTOMOBILE LIABILITY INSURANCE

Required       Not required

Automobile Liability Insurance covering Party's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

### 4. EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

### 5. ADDITIONAL INSURED

All liability insurance, except for Workers' Compensation, required under this Agreement must include an additional insured endorsement specifying the Other Party, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Party's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

### 6. WAIVER OF SUBROGATION

Each party shall waive rights of subrogation which Party or any insurer of Party may acquire against one of the

## **ATTACHMENT A: INSURANCE REQUIREMENTS**

Parties by virtue of the payment of any loss. Each Party will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Party has received a waiver of subrogation endorsement from the other Party or the other Party's insurer(s).

### **7. TAIL COVERAGE**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, the Party shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) completion of all Services required under this Agreement, or (ii) termination of Agreement, or (iii) the expiration of all warranty periods provided under this Agreement.

### **8. CERTIFICATE(S) AND PROOF OF INSURANCE**

Each Party shall provide Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the Other Party, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance District has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

### **9. NOTICE OF CHANGE OR CANCELLATION**

The Party or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

### **10. INSURANCE REQUIREMENT REVIEW**

Each Party agrees to periodic review of insurance requirements by the other Party under this agreement and to provide updated requirements as mutually agreed upon by Parties.

### **11. EXCEPTIONS OR WAIVERS**

Any exception or waiver of these requirements shall be subject to review and approval from the authorized representative for each party.



## ATTACHMENT B: FINGERPRINTS AND BACKGROUND CHECKS

St. Helens School District 502 has made the following determination regarding requirement of the City to undergo preliminary background checks, fingerprinting, and criminal records check:

- No requirement: Contractor will not have unsupervised contact with students or access to District property.
- Preliminary background check required
- Fingerprinting and criminal records check required:

The City and all individuals with whom the the City contracts, or any employee, agent or subcontractor of the City, **must undergo a preliminary background check with the District**. Individuals, who will have direct, unsupervised contact with students shall also be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check, in accordance with the provisions of ORS 326.603 and ORS 326.607. The Oregon Department of Education provides fingerprinting services for Contractors pursuant to ORS 326.603 and ORS 326.607. Individuals or the City, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs.

# ATTACHMENT C: PROJECT OUTLINE

## School Year 2023/2024 Staffing Estimates

### After School Program

	Rate	Cst/Hr	January	February	March	April	May	June
<b>Columbia City</b>								
Coordinator	\$ 22.80	\$ 39.76	\$ 6,361.00	\$ 6,361.00	\$ 6,361.00	\$ 6,361.00	\$ 6,361.00	\$ 3,180.50
Lead-Rec Program Lead	\$ 16.54	\$ 23.98	\$ 2,877.00	\$ 2,877.00	\$ 2,877.00	\$ 2,877.00	\$ 2,877.00	\$ 1,438.50
Staff-Rec Assistant	\$ 15.45	\$ 22.40	\$ 1,792.00	\$ 1,792.00	\$ 1,792.00	\$ 1,792.00	\$ 1,792.00	\$ 896.00
Staff-Rec Assistant	\$ 15.45	\$ 22.40	\$ 1,792.00	\$ 1,792.00	\$ 1,792.00	\$ 1,792.00	\$ 1,792.00	\$ 896.00
Staff-Rec Assistant Teen Staff	\$ 15.45	\$ 22.40	\$ 1,792.00	\$ 1,792.00	\$ 1,792.00	\$ 1,792.00	\$ 1,792.00	\$ 896.00
Teacher Support				\$2,579		\$2,579		\$2,579
Site Total			\$ 14,614.00	\$ 17,193.00	\$ 14,614.00	\$ 17,193.00	\$ 14,614.00	\$ 9,886.00
<b>McBride</b>								
Lead-Rec Program Lead	\$ 16.54	\$ 23.98				\$ 2,877.00	\$ 2,877.00	\$ 1,438.50
Staff-Rec Assistant	\$ 15.45	\$ 22.40				\$ 1,792.00	\$ 1,792.00	\$ 896.00
Staff-Rec Assistant	\$ 15.45	\$ 22.40				\$ 1,792.00	\$ 1,792.00	\$ 896.00
Staff-Rec Assistant Teen Staff	\$ 15.45	\$ 22.40				\$ 1,792.00	\$ 1,792.00	\$ 896.00
Teacher Support								\$ 2,579.00
Site Total						\$ 8,253.00	\$ 8,253.00	\$ 6,705.50
<b>After School Program Total</b>			<b>\$ 14,614.00</b>	<b>\$ 17,193.00</b>	<b>\$ 14,614.00</b>	<b>\$ 25,446.00</b>	<b>\$ 22,867.00</b>	<b>\$ 16,591.50</b>
							<b>23-24 Total</b>	<b>\$ 111,325.50</b>

### Spring Break Camp

	Rate	Cst/Hr	January	February	March	April	May	June
Staff-Rec Program Specialist	\$ 17.64	\$ 24.87			\$ 746.10			
Lead-Rec Program Lead	\$ 16.54	\$ 23.98			\$ 719.40			
Staff-Rec Assistant	\$ 15.45	\$ 22.40			\$ 448.00			
Staff-Rec Assistant	\$ 15.45	\$ 22.40			\$ 448.00			
Staff-Rec Assistant Teen Staff	\$ 15.45	\$ 22.40			\$ 448.00			
Site Total					\$ 2,809.50			
							<b>23-24 Total</b>	<b>\$ 2,809.50</b>

### Summer Program

	Rate	Cst/Hr	January	February	March	April	May	June
Coordinator	\$ 22.80	\$ 39.76						\$ 3,180.50
Staff-Rec Program Specialist	\$ 17.64	\$ 24.87						\$ 1,482.00
Lead-Rec Program Lead	\$ 16.54	\$ 23.98						\$ 1,438.50
Lead-Rec Program Lead	\$ 16.54	\$ 23.98						\$ 1,438.50
Staff-Rec Assistant	\$ 15.45	\$ 22.40						\$ 896.00
Staff-Rec Assistant	\$ 15.45	\$ 22.40						\$ 896.00
Staff-Rec Assistant	\$ 15.45	\$ 22.40						\$ 896.00
Staff-Rec Assistant	\$ 15.45	\$ 22.40						\$ 896.00
Staff-Rec Assistant Teen Staff	\$ 15.45	\$ 22.40						\$ 896.00
Staff-Rec Assistant Teen Staff	\$ 15.45	\$ 22.40						\$ 896.00
Site Total								\$ 12,915.50
							<b>23-24 Total</b>	<b>\$ 12,915.50</b>
<b>Total 2023-24 Program</b>			<b>\$ 14,614.00</b>	<b>\$ 17,193.00</b>	<b>\$ 17,423.50</b>	<b>\$ 25,446.00</b>	<b>\$ 22,867.00</b>	<b>\$ 29,507.00</b>
							<b>23-24 Grand Total</b>	<b>\$ 127,050.50</b>