



July 1, 2021

Board of County Commissioners
 Clackamas County
 Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) between
 North Clackamas Parks and Recreation District (NCPRD) and North Clackamas School
 District (NCSD) to provide Summer Enrichment Programs for Students

Purpose/Outcomes	Allows NCPRD to partner with NCSD to deliver summer enrichment programs to students with Summer Learning Grant funding.
Dollar Amount and Fiscal Impact	This IGA will provide up to \$237,311 of revenue in FY 21-22.
Funding Source	Anticipated revenue included in FY 21-22 NCPRD adopted budget for recreation services programming. No funds paid by NCPRD.
Duration	July 1, 2021 through September 30, 2021
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This partnership assists in providing program offerings that promote and enhance healthy and active lifestyles of our residents. 2. This agreement shows transparency in budget process, which aligns with the County strategic priority of Building Public Trust through Good Government.
Previous Board Action	None.
Counsel Review	<p>If item is a contract, including IGAs, leases, or other binding agreements, please put in the date of County Counsel Review and the initials of the attorney performing the review.</p> <ol style="list-style-type: none"> 1. 6/22/2021 2. JM
Procurement Review	<ol style="list-style-type: none"> 1. Was the item processed through Procurement? No 2. This is an IGA.
Contact Person	Kandi Ho, NCPRD <i>Acting Director</i> , 503-794-8001

BACKGROUND:

The North Clackamas Parks and Recreation District (NCPRD), a division of Business & Community Services, in partnership with North Clackamas School District (NCSD) would like to offer free summer enrichment programming for students in grades K-8 that attend NCSD. NCSD would pay NCPRD up to \$237,311 to cover all costs of programming.

NCPRD summer enrichment programming would include aquatic safety and fitness classes at the North Clackamas Aquatic Park and both full day and ½ day summer camps for students. NCPRD has proposed 48 aquatic classes with 16 of these offerings in Spanish and four weeks of full day camp with two bilingual camps and 13 half day camps with eight camps being bilingual and two in Spanish.

This is a great partnership that will allow NCPRD to provide free summer programming for youth with an extension to our Hispanic community utilizing interpreters and bilingual staff.

RECOMMENDATION:

Staff recommends the Board approve this IGA and sign the intergovernmental agreement.

ATTACHMENTS:

1. IGA with North Clackamas School District
2. Attachment A: Programming Provided
3. Attachment B: NCPRD Program Costs

Respectfully submitted,

Allegra Willhite

Allegra Willhite, Deputy Director

Business and Community Services



This agreement is between the **North Clackamas School District**, hereafter called **District**, and **North Clackamas Parks and Recreation District (NCPRD)**, hereafter called **Contractor**.

Administrators of this agreement are:

Contractor:

Administrator: Kandi Ho
Title: Acting Director
Organization: NCPRD
Address: 7300 SE Harmony Rd, Milwaukie, OR 97222
Phone: 503-794-8001
Fax: 503-794-8085
Email: KandiH@ncprd.com
Federal ID Number:

District:

Administrator: Natalie Whistler
Title: Director of Community Services
Address: 12400 SE Freeman Way,
Milwaukie, OR 97222
Phone: 503-353-6094
Email: whistlern@nclack.k12.or.us

1. Purpose

The purpose of this agreement is to provide programming and instruction for NCSD's summer enrichment program as outlined in Exhibit A.

2. Effective Date and Duration

This agreement shall become effective on the date all required signatures are obtained. Unless earlier terminated, amended or extended, this agreement shall expire when Contractor's completed performance has been accepted by District.

3. Statement of Work

The Statement of Work, including the delivery schedule for the work, is contained in **Exhibit A** attached hereto and by this reference made a part hereof.

4. Consideration

A. District agrees to pay Contractor, from available and authorized funds as provided in paragraph 8, the sum of up to **\$237,311.00** for accomplishing the work required by this agreement. The maximum, not-to-exceed compensation payable to Contractor under this agreement, which includes any allowable expenses, is \$237,311.00.

B. Any interim payments to Contractor shall be made only in accordance with the schedule and requirements in **Exhibit A**.

5. Subcontracts

Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without District's prior written consent. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

6. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written amendment signed by the parties. The amendment shall be effective as of the date on which every party has signed the amendment and all requisite approvals are obtained. All amendments to this Agreement shall comply with applicable statutes and administrative rules.

7. Termination

A. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) calendar day's written notice. (continued on page 2)

B. The District may terminate this agreement effective upon delivery of written notice to the Contractor, or at such other date as may be established by the District under any of the following conditions:

1. If District funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the agreement may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement, or are no longer eligible for the funding proposed for payments authorized by this agreement.
3. If the Contractor fails to perform the work specified herein, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the District, fails to correct such failures within ten (10) days or such longer period as the District may authorize.

8. Funds Available and Authorized

The District certifies at the time the agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the District's current appropriation and limitation. Contractor understands and agrees that District's payment of amounts under this agreement attributable to work performed after the last date of the current biennium is contingent on District receiving appropriations, limitations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement. In the event the District fails to have sufficient appropriations, limitations, or other expenditure authority, District may terminate this agreement without penalty or liability to the District, effective upon the delivery of written notice to the Contractor, with no further liability to Contractor.

9. Access to Records

The District, and its duly authorized representatives shall have access to the books, documents, papers and records otherwise privileged under law of the Contractor which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcript.

10. Compliance with Applicable Law

Contractor will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) the Fair Labor Standards Act; (v) the Occupational Safety and Health Act of 1970; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

11. Sensitive Information

Except for information that is already a matter of public record, CONTRACTOR shall not publish or otherwise disclose, except to District or as otherwise required by law, any information or data obtained hereunder from private individuals, organizations, or public agencies in a publication wherein the information or data furnished by or about any particular person or establishment can be identified, except with the written consent of such person or establishment. Information concerning the business of the District, its financial affairs, and its relations with its clients and employees, as well as any other information that may be specifically classified as confidential by the District, shall be kept confidential. CONTRACTOR shall instruct its employees and subcontractors to keep such information confidential by using the same care and discretion that they use with similar information that the CONTRACTOR designates as confidential.

12. Alcohol/Drug/Firearm Policy

District prohibits the use of drugs, tobacco, alcohol, or firearms on District property.

13. Indemnification

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Contractor shall defend, indemnify, and hold District, its officers, agents, and employees harmless against all liability, loss, costs, or expenses, including attorney's fees, and against all claims, actions, or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the performance of this agreement or by conditions created thereby, or based

upon violation of any statute, ordinance, or regulation. This contractual indemnity provision does not abrogate common law or statutory law liability and indemnification to District, but is in addition to such common law or statutory law provisions.

14. Insurance

It is agreed to the extent permitted by law that Clackamas County's self-insurance and worker's compensation coverage, which covers NCPRD as Contractor, shall meet the obligations set forth under this Agreement.

15. Independent Contractor Status

This Contract is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between District and Contractor, but is rather an agreement between independent parties, these being District and Contractor.

16. Background Check Certification

Contractor shall ensure that employees and agents with the opportunity for direct, unsupervised contact with students have successfully passed a nationwide background check. Employees or agents convicted, or arrested without resolution, of the crimes listed in ORS 342.143(3)(a), constitutes failure of the background check. Contractor shall provide all employee information who may have direct unsupervised contact with students to District contact five (5) days before scheduled work is to begin in order for the District to conduct appropriate background checks.

Contractor must comply with all Senate Bill 155 requirements, including, but not limited to, providing District requested information for any of Contractor's employees, volunteers, or agents, who have the potential for unsupervised contact with District students, and providing requested information for new employees, volunteers, or agents before they begin work with District.

17. Force Majeure. District shall not be liable for any failure of or delay in performance for the period that such failure or delay is beyond the reasonable control of District materially affects the performance of any of its obligations under this agreement including but not limited to Acts of God, nationwide or global pandemics, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, or any other event similar to those enumerated above.

18. Merger Clause

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement. Both parties, by the signature below of its authorized representative, hereby acknowledges that s/he has read this agreement, understands it and agrees to be bound by its terms and conditions.

19. No Attorney Fees

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

SIGNATURES

North Clackamas School District


North Clackamas Parks and Recreation District (NCPRD)

Name: Kerensa Mauck

Name: _____

Title: Director of Business Operations

Title: _____

Signature: 

Signature: _____

Date: 6/22/21

Date: _____

EXHIBIT A – Statement of Work

District and NCPRD mutually express their agreement and common understanding as follows:

As outlined in Exhibit A with Attachments A and B.

Complete **Exhibit B**- ODE-SB 155 spreadsheet for any employees that may have unsupervised contact with NCSD students.

Exhibit A
INTERGOVERNMENTAL AGREEMENT BETWEEN:
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT AND
NORTH CLACKAMAS SCHOOL DISTRICT
FOR SUMMER LEARNING GRANT ENRICHMENT ADMINISTRATION

THIS AGREEMENT (this “Agreement”) is entered into and between North Clackamas Parks and Recreation District (“NCPRD”) and North Clackamas School District (“NCSD”).

NCPRD shall:

Provide registration, student verification and reporting to NCSD for all agreed upon summer enrichment programming.

Provide interpretive services for identified Spanish bilingual programming for NCSD Aquatic Safety and Fitness classes and summer enrichment camp opportunities.

Be reimbursed for NCSD students who have received scholarships or stated financial need that have previously enrolled in NCPRD 2021 summer camp programs prior to this agreement.

Provide Aquatic Safety and Fitness classes at the North Clackamas Aquatic Park in July and August. These programs consist of water safety, fitness, swim basics and recreational swim opportunities for NCSD students (with a responsible adult in the water with student), in a safe lifeguarded environment. 48 classes will be offered with 16 of these classes offered in Spanish. See attachment A for more specific class details.

Provide both full day and ½ day enrichment camp programming to NCSD students K-5th grade. These camps will provide fun recreational opportunities that explore, art, culture, dance, fitness, outdoor exploration and sports. Trained staff will engage youth to stimulate the mind and body in creative activities in a fun and encouraging environment. See attachment A for more specific class details.

NCPRD acknowledges that students will be in the care of NCPRD

NCSD shall:

Coordinate with NCPRD on communication and registration of NCPRD Summer Enrichment programming available to NCSD students by targeting minority groups (with a focus on creating an equitable outreach and registration process for our students and families) and to prioritize students who have been disproportionately impacted by the pandemic.

Assist with translation services of promotional materials and google form Translation Services.

Pay NCPRD for NCSD Summer Enrichment camp opportunities that are held from July 5 through September 2, 2021 per attachment B.

ATTACHMENT A
Programming Provided by NCPRD for NCSD Summer Enrichment

NCSD Aquatic Safety and Fitness at North Clackamas Aquatic Park

24 Individual classes will be offered for Saturday or Tuesday/Thursday programming. For eight weeks of classes, on Saturdays, from July 10-August 28, 120 students can participate, weekly. For eight weeks of classes, on Tuesdays/Thursdays, from July 13-September 2, 120 students can participate, weekly. An estimated 1,920 children will have opportunity to explore water safety.

NCSD Summer Fun Camps

Full-Day Camps: four weeks of full day summer camps that include arts, crafts and indoor and outdoor sports with trained staff in a fun and encouraging environment. Two camps will be bilingual (Spanish and English).

Half-Day camps: Thirteen camps will be offered from July-August 27, providing outdoor recreation, nature exploration, cheer, crafts, dance, and sports with trained staff in a fun and encouraging environment. Eight of these camps will be bilingual (Spanish and English) and two will be Spanish.

ATTACHMENT B
NCPRD Program Costs for NCSD Summer Enrichment

Scholarship reimbursement for NCSD students who are enrolled in NCPRD 2021 Summer Camps. Up to \$40,000

Aquatic Safety and Fitness Classes

8 weeks Saturday program 3 sessions	\$25,642
8 weeks Tuesday/Thursday program 3 sessions	\$51,284

Summer Fun Camps

4 Full Day	\$32,620
13 Half Day	\$75,565

Administrative Costs

Registration/Mktg/Program Oversight	\$7,320
Student Verification/Reporting	\$4,880

Total: \$237,311