

RESOLUTION NO. 1795

A RESOLUTION AUTHORIZING THE CITY'S PARKS AND FACILITIES SUPERVISOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH REYNOLDS SCHOOL DISTRICT FOR MULTNOMAH COUNTY YOUTH COOPERATIVE (MYC) YOUTH WORK SERVICES.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City of Troutdale utilizes the services of Reynolds School District's Multnomah County Youth Cooperative (MYC) for maintenance, construction and restoration work within the City's greenways, natural areas and parks.
2. An Intergovernmental Agreement (IGA) between the City and Reynolds School District is necessary in order for these contract services to take place during the current school year.
3. The parks division's annual budget includes funds to pay for these services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

- Section 1. The City's Parks and Facilities Supervisor is authorized to sign the attached IGA with Reynolds School District for Multnomah County Youth Cooperative (MYC) youth work services (Attachment A).
- Section 2. The Parks and Facilities Supervisor is authorized to sign any addendums to this IGA that may arise during the period the IGA is in effect.
- Section 3. This resolution shall take effect immediately upon adoption.

YEAS: 7


NAYS: 0

ABSTAINED: 0



Paul Thaler, Mayor

February 15, 2006
Date



Debbie Stickney, City Recorder
Adopted: February 14, 2006



REYNOLDS SCHOOL DISTRICT
 ADMINISTRATION OFFICES
 1204 NE 201st AVENUE
 FAIRVIEW, OREGON 97024-2499
 (503) 661-7200 FAX (503) 667-6932

STRESSING THE ABCS: ACADEMICS, BASICS, CREATIVITY

Contract No. _____

Approval: _____

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into, pursuant to ORS Chapter 190, on this 1st day of October, 2005, between the **Reynolds School District #7** and **The City of Troutdale** ("Client").

WITNESSETH

The parties, in consideration of the promises to each other, agree as follows relating to **The Multnomah Youth Cooperative (MYC)** youth work services from October 1, 2005 to August 31, 2006.

SECTION I REYNOLDS SCHOOL DISTRICT Agrees to:

- A. Provide the following services through its MYC to the CLIENT
1. Maintain a crew of no more than 10 and no fewer than six youth and an adult leader for each day of service. In the event of a crew of less than six youths, the daily fee will be reduced by \$25.00 per youth not in attendance.
 2. Perform work activities as assigned by the CLIENT.
 3. Provide in-kind service volunteer work as agreed upon by the CLIENT and MYC.
- B. Provide worker's compensation insurance for all persons employed in the performance of service under this Agreement in accordance with ORS Chapter 656.
- C. Maintain comprehensive general liability insurance in the amount of \$500,000 combined single limit per occurrence.

SECTION II CLIENT agrees to:

- A. Pay Reynolds School District \$300.00 per MYC crew per day, total amount not to exceed \$10,000.00 during this contractual period, based on a crew of at least six youth and an adult leader. In the event of a crew of less than six youths, the daily fee will be reduced by \$25.00 per youth not in attendance.
- B. Make payment to Reynolds School District after completion of MYC services within 30 days after receipt of invoice. Progress Payments during the performance of MYC services may be made if agreed to in writing by both parties.

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C. Orient MYC staff to all assigned work projects. CLIENT personnel will provide information to Reynolds School District supervisor regarding MYC staff performance.

SECTION III

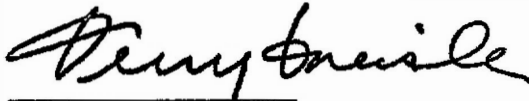
Reynolds School District and Client agree:

A. The attached STANDARD PROVISIONS are incorporated herein by reference and made a part of this Agreement.

B. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have the authority necessary to execute this Agreement.

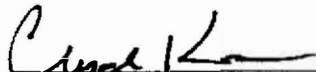
REYNOLDS SCHOOL
DISTRICT #7

CITY OF TROUTDALE



Authorized School District
Representative

12/9/05
Date



Clyde Keebaugh
Parks and Facilities Supervisor

2/17/06
Date

93-6000836
Tax Identification Number

STANDARD PROVISIONS

1. Reynolds shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal act of public authority or delays or defaults caused by public carrier, which cannot reasonably be forecast or provided against.

2. REYNOLDS SCHOOL DISTRICT and CLIENT shall comply with all federal, state and local law and ordinances applicable to this Agreement, including, without limitation, the provisions of ORS Chapter 279, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, as well as all other applicable federal and state civil rights and rehabilitation statutes, rules and regulations.

3. To the extent permitted by the Oregon Constitution, REYNOLDS SCHOOL DISTRICT and CLIENT, shall each defend, hold harmless and indemnify the other, it's respective directors, officers, employees, and agents from all claims, demands, suits, actions, expenses and attorney fee (including appellate attorney fees) brought against either party resulting from or arising out of the acts or omissions of it's respective officers, employees, agents or subcontractors, under this Agreement. Nothing in this paragraph shall be deemed to increase the liability of any party beyond that specified as the limit of liability for a public body, it's officers, employees or agents under the Oregon Tort Claims Act.

4. This Agreement may be terminated by mutual agreement, or by either party upon 30 days written notice delivered by certified mail or in person. No such termination shall prejudice any right or obligation of the parties already accrued prior to the effective date of termination.

5. This agreement shall be governed by and construed in accordance with laws of the State of Oregon. In the event of any litigation between REYNOLDS SCHOOL DISTRICT and CLIENT arising out of or related to this Agreement, such litigation shall only be commenced and maintained in the Circuit Court of Multnomah County in Portland, Oregon.

6. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OR PROVISIONS OF THIS AGREEMENT SHALL BIND THE PARTIES UNLESS IN WRITING AND SIGNED BY REYNOLDS SCHOOL DISTRICT AND EACH AFFECTED PARTY. 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.