

5:15 PM

Thursday, May 28, 2020

**AGENDA**  
Special Meeting of the  
**BOARD OF DIRECTORS**  
Corvallis School District 509J

Meeting Details: Thursday, May 28, 2020, 5:15 PM in the District Office Board Room,  
1555 SW 35th Street, Corvallis, OR 97333.

**SOCIAL DISTANCING IS ESSENTIAL IN REDUCING THE SPREAD OF THE COVID-19 PANDEMIC.**

Oregon law allows public meetings to be held entirely online; therefore, we will NOT have seating available at the meeting site. If you would like to watch live-streaming of the School Board meeting, please navigate to the District's YouTube channel: <https://www.youtube.com/channel/UC9Jtpte5dmilZI9kySBJbVQ?> A recording of the meeting will also be posted to that channel.

- I. **CALL TO ORDER AND ROLL CALL (5:15 p.m.)**
  
- II. **PLEDGE OF ALLEGIANCE**
  
- III. **BOARD POLICY EBC/EBCA—EMERGENCY PROCEDURES AND DISASTER PLANS—NEW—FIRST READING**



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board

Prepared by: Erika Cook

Meeting Date: May 28, 2020

**NO ACTION REQUIRED**

Board Policy EBC/EBCA—Emergency Procedures and Disaster Plans—NEW—First Reading

### Background

Per direction from ODE and prior to starting Limited In-Person Instruction, or Summer Programs, educational settings must have an Emergency Procedures and Disaster Plan which includes procedures related to a virus outbreak - Policy EBC/EBCA. In preparation for potential in-person instruction for Fall 2020, this required policy is presented for review.

### Involvement

District staff: Melissa Harder and Erika Cook.

### Cost Impact

None.

### Function

Review of content.



Code: EBC/EBCA

Adopted:

Revised/Readopted:

## **Emergency Procedures and Disaster Plans**

The superintendent will develop and maintain a plan specifying procedures to be used in such emergencies as disorderly conduct, unlawful assembly, disturbances at school activities, natural disasters, fire, illness or injury of a student or staff member, and safety threats on district property. The superintendent will consult with community and county agencies while developing this plan.

The district's Emergency Procedures Plan will meet the standards of the State Board of Education.

Copies of the Emergency Procedures Plan will be available in every school office and other strategic locations throughout the district. Parents will be informed of the district's plan for the care of students during an emergency situation. The Board may use Oregon Revised Statute (ORS) 192.660(2)(k) to conduct an executive session to consider matters related to school safety or a plan that responds to safety threats made toward a school in the district.

In the case of long-term disruption to district operations as a result of a pandemic flu, declared public health emergency or other catastrophe, the district emergency plan shall at a minimum include the following:

1. Who is in charge of the district plan;
2. What steps the district will take to stop the spread of disease;
3. How sick students will be identified;
4. Transportation plan for sick students;
5. Disease containment measures for the district;
6. Communication plan for staff, students and parents;
7. Continuing education plan for students;
8. Procedures for dealing with student privacy rights;
9. Employee leave procedures during a pandemic flu or other catastrophe;
10. Employee pay and benefit plan and procedures;

11. Facility utilization by other agencies procedures;
12. Business operations plan for offsite operation or alternative measures].

END OF POLICY

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**Legal Reference(s):**

[ORS 192.660\(2\)\(k\)](#)

[ORS 332.107](#)

[ORS 433.260](#)

[ORS 433.441](#)

[OAR 437-002-0161](#)

[OAR 581-022-2030\(3\)\(c\)](#)

[OAR 581-022-2220](#)

[OAR 581-022-2225](#)

**IV. BOND PROGRAM UPDATE**

**V. CONSOLIDATED ACTION -- CONTRACTS RELATING TO BOND CONSTRUCTION**

A. Lincoln Health Clinic Construction Agreement



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Kim Patten, Director of Facilities and Transportation  
Meeting Date: May 28, 2020

### **Lincoln Health Clinic Construction Agreement**

### **ACTION REQUESTED**

#### Background

In May 2018 voters approved a Facilities Improvement Bond in the amount of \$199,916,925. Included in that bond is replacement of Lincoln Elementary School. A full replacement of Lincoln Elementary School is one of the facilities planned for the summer of 2020.

Construction of the replacement school allowed an opportunity to partner with Benton County for replacement of the school-based health clinic co-located on that campus. In September of 2019, the District and County entered into an agreement for design of a replacement building and have collaborated on design and bidding for construction of the new building.

The County and the District wish to enter into agreement whereby the District will construct the replacement clinic building in partnership with our construction management team, funded solely by the County. The County will make payments for construction monthly, based on percentage of construction completed. Once construction is complete and accepted by the County, the District will convey ownership of the building to the County.

#### ACTION REQUESTED

Authorize staff to enter into an intergovernmental agreement with Benton County.

#### MOTION REQUESTED

“I move to authorize staff to enter into an intergovernmental agreement with the Benton County authorizing the district to construct a new building for the Lincoln Health Clinic to be funded by Benton County in the amount of \$3.5 million.”

**Intergovernmental Agreement between  
Corvallis School District 509J and Benton County  
for the Construction of Lincoln Health Clinic**

This Intergovernmental Agreement (“Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Corvallis School District 509J (“District”) and Benton County, by and through its Board of Commissioners, a political subdivision of the State of Oregon (“County”). The District and the County are each referred to as a (“Party”) and, collectively, as the (“Parties”).

**RECITALS**

1. The District and the County have authority under ORS 190.010 to enter into intergovernmental agreements for the performance of functions and activities by each Party and to allocate the responsibilities for providing funds to pay for expenses incurred in the performance thereof.

2. The District is constructing a new school facility to replace the current school facility located at 110 SE Alexander Ave, Corvallis, OR, referred to as the Lincoln Elementary School Replacement Project (“the Project”).

3. Concurrent with the District’s design and construction work to complete the Project, the County desires to expand the current Lincoln Health Clinic (“Current Building”) through construction of a new site-built structure (“New Clinic”) to be co-located on the new Lincoln Elementary School campus.

4. The District and the County desire to enter into an agreement whereby each agrees to perform the functions outlined herein for the District to build the New Clinic, the County to pay for the New Clinic, and for the County to ground lease the land upon which the New Clinic is constructed.

THEREFORE, for valuable consideration, the District and the County agree as follows:

**SECTION 1 CONSTRUCTION**

1.1 The District engaged DLR Group (“Architect”) to prepare plans for the Project including the New Clinic. The Parties executed a prior Intergovernmental Services Agreement dated September 10, 2019 and the amendment dated February 20, 2020 for the preparation of, and cost sharing for, such plans (“Design IGA”), attached as Exhibit A hereto. The plans and specifications for the New Clinic prepared by Architect dated February 3, 2020, have been approved by the Parties (“Current Plans”). The Current Plans, as has been approved by the Board of Commissioners and with such modifications as the County Health Board may require, shall be the basis for procurement of construction permits. The plans as approved for issuance of construction permits (“Permit Plans”) shall be the basis for construction of the New Clinic. Any material changes in scope from the Permit Plans shall require County approval, which approval shall not be unreasonably withheld or delayed.

1.2 The District shall engage a general contractor (“Contractor”) under a construction contract (“Construction Contract”) for the temporary relocation of the Current Building, and

construction of the New Clinic in accordance with the Permit Plans. The Contractor shall be required to prepare and deliver a firm bid or proposed guaranteed maximum price amendment (“Bid”) when pricing can be established.

1.3 The Design IGA will continue to apply with respect to designs for the New Clinic. The District is not responsible for any error or omission in the Current Plans, Permit Plans or any other designs, or failure of performance of any architect or engineer.

1.4 The District agrees to include the Current Plans for the New Clinic in the Lincoln Elementary School submission for Land Use Permit with the City of Corvallis. The current projected timeline has construction beginning in 2020.

1.5 The District and the County further agree to the respective tasks allocated in Exhibit B hereto.

## **SECTION 2 CONVEYANCE OF NEW CLINIC AND GROUND LEASE**

2.1 Upon Architect’s confirmation of completion of the New Clinic, issuance of an occupancy permit for the New Clinic, and the County’s payment in full of all Construction Costs, the Parties shall do the following (the “Closing”): (i) the District and the County shall enter into a Lease of the ground beneath, and airspace comprising the exterior building envelope of the New Clinic, in substantially the form of Exhibit C hereto, (ii) the District and the County will execute and record a Memorandum of Lease in the form included in Exhibit C hereto and (iii) the District shall deliver to the County an assignment of warranty rights regarding the New Clinic in the form of Exhibit D hereto. The County agrees timely to perform its obligations under the Ground Lease.

2.2 The County will accept the New Clinic from the District on an as-is basis without representation or warranty from the District and without any obligation from the District regarding the condition of the New Clinic or its repair. The County waives any claims against the District regarding the physical condition of the New Clinic, or defects therein, under any legal theory. The District is not responsible for performance or nonperformance by the Contractor or any other party. The County will look solely to the Contractor for any recourse regarding the condition of the New Clinic. This Section 2.2 shall survive Closing.

## **SECTION 3 CURRENT CLINIC**

3.1 The County shall execute relocation of, and pay all costs of relocation of, the existing clinic facility and its removal from the school grounds at completion of the New Clinic.

3.2 The County will coordinate with the District’s contractor such relocation and removal work.

## **SECTION 4 COMPENSATION**

In recognition that the work related to the New Clinic is beyond what is required for the District to complete the Project, the County agrees to make payments as follows:

4.1 All the hard and soft costs of design, permitting and construction of the New

Clinic (including without limitation permit fees, change order costs, any fees of Architect, the District's project manager, or the District's consultants not already paid under the Design IGA, and all charges of the Contractor) ("Construction Costs"). A current estimate of Construction Costs is attached as Exhibit E hereto. The District is not responsible for Construction Costs.

4.2 The District will submit invoices to the County for reimbursement from time to time. The County may, within a ten-day period after such submission, address any concerns regarding the invoices in writing to the District ("Concern Notice"). The District will take into consideration any written concerns of the County and report to the County its response ("Response Notice"). The parties may discuss the matters raised in the Concern Notice and the Response Notice in the interim. The County shall reimburse the District monthly for all Construction Costs in full within thirty days after submission of invoices to the County by the District, or, if a Concern Notice is timely submitted as to an item in an invoice, within 30 days after submission of the Response Notice (as to that item only, as the invoice may be adjusted through the Response Notice). The County shall make such payments prior to delinquency without offset, abatement or deduction. Disputes regarding payments by the County shall be resolved pursuant to Section 6.11.

4.3 The District's and the County's written approval of the Bid is a mutual condition to the Parties' further performances under this Agreement, other than the County's continuing obligation to make payments due under and indemnify for Payment Claims which survive regardless of acceptance of the Bid.

This Section 3 shall survive Closing.

## **SECTION 5 CONTRACTING AUTHORITY**

5.1 The County represents and certifies, at the time this agreement is executed, that sufficient funds are appropriated, available and authorized for expenditure to finance costs and payments to be made to the District or the Contractor pursuant to this agreement. Prior to commencement of construction, The County shall identify and establish to the District, to the District's satisfaction, the appropriation and current availability of such funds.

5.2 The District represents that this agreement is signed by personnel who have been authorized to do so for the District.

5.3 The County represents that this agreement is signed by personnel who have been authorized to do so for the County.

5.4 The Parties to this agreement are of equal authority. Each Party acts as an independent contractor in the performance of its obligations and functions under this Agreement, and neither Party is to be considered the agent of the other.

This Section 4 shall survive Closing.

## **SECTION 6 OTHER PROVISIONS**

6.1 Effective Date and Term of Agreement. This Agreement becomes effective upon full execution and shall remain in effect until occurrence of the Closing; provided any provision

that states it expressly survives Closing shall remain in effect. This Agreement may be terminated by mutual written agreement of the District and the County.

6.2 Amendment or Modification. Any amendment or modification to this Agreement shall be in writing and signed by authorized representatives of the District and the County. No alterations, amended modifications, or variations of the terms of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of the District and the County.

6.3 Compliance with Laws. The District and the County agree to comply with all local, State and Federal ordinances, statues, laws and regulations that are applicable to their performance of this Agreement.

6.4 Insurance. As separate governmental entities, the District and the County agree to maintain all appropriate liability and general operational insurance or self-insurance for their respective activities pursuant to this Agreement in amounts equal to or greater than that required by the Oregon Tort Claims Act throughout the term of this Agreement.

6.5 Waiver. Failure of either Party to enforce any provision of this Agreement will not constitute a waiver or relinquishment by said Party of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.

6.6 Notices. All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

DISTRICT:

Kim Patten  
Director of Facilities and Transportation  
Corvallis School District No. 509J  
1555 SW 35th Street  
Corvallis, OR 97333  
Email: [kim.patten@corvallis.k12.or.us](mailto:kim.patten@corvallis.k12.or.us)  
Phone: 541-757-5877

COUNTY:

Joseph Kerby  
County Administrator  
Benton County  
205 NW 5<sup>th</sup> Street  
Corvallis, OR 97339-3020  
Email: [joseph.kerby@co.benton.or.us](mailto:joseph.kerby@co.benton.or.us)  
Phone: 541-766-6370

Notice shall be deemed effective on the date personally delivered, delivered by overnight courier or, if mailed, two days after deposit in the mail. The Parties may change their respective addresses for purposes of delivering notices by sending notice of such change pursuant to this paragraph.

6.7 Assignment. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall either Party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other Party.

6.8 Non-Discrimination. Neither Party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical or mental disability.

6.9 Independent Contractor Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

6.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

6.11 Dispute Resolution. Any dispute with respect to this Lease shall be resolved by mediation and arbitration as provided herein. The Parties agree to first endeavor to settle the dispute in an amicable manner by mediation before resorting to arbitration. Thereafter, any unresolved dispute shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, and the resolution of the disputed matter as determined by the arbitrator shall be binding on the Parties. Any such arbitration shall be conducted in Corvallis, Oregon.

6.11.1 The arbitrator shall have the discretion to order a pre-hearing exchange of information by the Parties including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of Parties.

6.11.2 Except as otherwise provided herein, the arbitrator shall have the authority to award any remedy or relief

6.12 No Third-Party Beneficiaries. The County and the District are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6.13 Oregon Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of Oregon. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Benton County, Oregon.

6.14 Prohibited Activities. Use of tobacco products, intoxicants, or narcotics is prohibited in or about each Party's Facilities. Profane language, quarreling, fighting, and/or gambling is also prohibited. In addition to these items, all activities are subject to the District's policies, rules, regulations and governing laws.

6.15 Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

6.16 Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the

interpretation hereof, or of the intentions of the Parties hereto.

6.17 Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

6.18 Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

6.19 Attorney Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

CORVALLIS SCHOOL DISTRICT 509J

BENTON COUNTY

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

**Design IGA dated September 10, 2019**

## **EXHIBIT B**

### **Tasks**

#### **GENERAL**

The existing modular clinic will be relocated from its current location to a new location on the school grounds, as agreed by the Parties. The modular client shall continue to be operated under the terms of the July 26, 2010 Intergovernmental Agreement between the parties, until the Lease is executed for the New Clinic. Utilities will be provided to the relocated clinic from existing District services. All work related to the relocation will be completed by District's Contractor, under the District construction contract with the Contractor. Upon occupancy of the new clinic, the County will pay for and execute the removal of the existing clinic from site at the County's expense.

#### **Architect will:**

1. Provide City-required stamped prints, drawings and specifications for review and permitting.

#### **RELOCATION OF EXISTING CLINIC ON SITE**

#### **Contractor will:**

1. Establish utilities at the relocation site
2. Establish foundations at the relocation site
3. Disassemble, move and reassemble the clinic at the relocation site
4. Establish ADA access to the clinic
5. Establish ADA parking lot markings

#### **County will:**

1. Fund the relocation per cost proposal provided by Fortis Construction
2. Pay the District, monthly, reimbursements for utility usage
3. Remove operational equipment from the clinic as required for the relocation
4. Install operational equipment to the clinic as required post relocation
5. Establish internet infrastructure service the relocation site and the permanent site (the County shall arrange for its own cabling, wiring and equipment)
6. Upon acceptance of the new clinic, remove existing structure, including disconnection of utilities to their source, and any moving/logistical services

#### **District will:**

1. Provide an area at the Lincoln School site for relocation
2. Provide 8 common customer parking spaces of which two will be marked for ADA

3. Contract for construction of an approximately 4800 Square foot medical clinic that will be co-located with the newly constructed Lincoln School.

### NEW CONSTRUCTION

#### County will:

1. Provide funding for the construction of the New Clinic including and from foundation up
2. Provide funding for Design and Architecture services for construction
3. Provide representation of the County through the construction process and progress meetings
4. Assume possession of the structure and commence operations within 30 days of “substantial completion” (including certificate of occupancy but excluding punchlist completion)

#### District will:

1. Provide a location for building and associated external equipment
2. Provide site work less any additional required utility tie-ins
3. Provide utility easement under Corvallis School District property
4. Allow common parking at completion
5. Allows access to the New Clinic, including sidewalks, parking lot and bicycle parking.
6. Provide parking lot marking and signage as specifically required by City

**EXHIBIT C**

**Form of Lease**

## EXHIBIT D

### **Assignment of Warranties**

This Assignment of Warranties (this “Assignment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Corvallis School District 509J (“Assignor”) and Benton County, by and through its Community Health Centers of Benton and Linn Counties, a political subdivision of the State of Oregon (“Assignee”)

For good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby assign, transfer, set over and deliver unto Assignee all of Assignor’s assignable right, title, and interest in those certain warranties held by Assignor (the “Warranties”) listed on Attachment A, if any, attached hereto and made a part hereof for all purposes.

By accepting this Assignment and by its execution hereof, Assignee assumes the payment and performance of, and agrees to pay, perform and discharge, all the debts, duties and obligations to be paid, performed or discharged from and after the date hereof, by the owner of the Warranties. Assignee agrees to indemnify, hold harmless and defend Assignor for, from and against any and all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys’ fees) resulting by reason of the failure of Assignee to pay, perform or discharge any of the debts, duties or obligations assumed or agreed to by Assignee after the date hereof.

Assignee makes no representation or warranty regarding the Warranties or the property subject to the Warranties. Assignee waives any claims against Assignor regarding the physical condition of the property subject to the warranty, or defects therein, under any legal theory. Assignor is not responsible for performance or nonperformance by any party to the Warranties. Assignee will look solely to the warranty party for any recourse regarding the Warranties or the condition of property subject to the warranty.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the date and year first above written.

Assignor: CORVALLIS SCHOOL DISTRICT NO. 509J

By: \_\_\_\_\_

Its: \_\_\_\_\_

Assignee: BENTON COUNTY

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Attachment A to Assignment of Warranties**

**WARRANTIES**

**EXHIBIT E**

**New Benton County Health Clinic at Lincoln Elementary  
SUMMARY OF CONTRACTUAL COSTS  
Finalized April 28, 2020**

<u>Construction Costs</u>	
Commissioning - Glumac	11,500
Plan Check Fees	17,793
Building Permit	17,589
Systems Development Charges	40,847
Builder's Risk Insurance	8,938
Design - DLR Group - Value Engineering Changes	3,500
Design - DLR Group - Phase 2 Const Administration	51,700
Fortis GMP	2,910,924
<b>Total Construction Costs:</b>	<b>\$3,062,791</b>

Covered Under Design Agreement dated September 10, 2019

Design - DLR Group                      \$ 137,500

**Total Overall Project Costs District:    \$3,200,291**

**Services to be Provided by County:**

- Data feed for both temporary and permanent facility
- Removal of old clinic once new is done
- Parking issues while clinic open, before parking lot is done
- Owner (County) contingency
- FF&E and Moving Costs

**Services Provided by District and Not Billed:**

- Land Use Approval
- Property Surveys
- Testing and Special Inspections
- Geotechnical Services
- Sustainability Consultant

## B. Lincoln Tennis Court Replacement Agreement



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Kim Patten, Director of Facilities and Transportation  
Meeting Date: May 28, 2020

### **Lincoln Tennis Court Replacement Agreement**      **ACTION REQUESTED**

#### Background

In May 2018 voters approved a Facilities Improvement Bond in the amount of \$199,916,925. Included in that bond is replacement of Lincoln Elementary School. A full replacement of Lincoln Elementary School is one of the facilities planned for the summer of 2020. The preferred design of the new school does not have space to accommodate the City-owned tennis courts located on district property.

The Lincoln Courts were built using City funds acquired through a Capital Improvement Bond in 1980. At that time, the District agreed to providing land for the courts at three locations throughout Corvallis (Lincoln Elementary School, Linus Pauling Middle School, and the District Office). Since construction of the courts, agreements have been maintained allowing access to the courts. To reclaim the property that the courts occupy, the District needs to fund the construction of replacement facilities.

District and City staff have been collaborating on the process for replacement of the courts. City staff have reviewed several potential locations and solicited public feedback; thus determining that Riverbend Park is the most feasible location for relocation. The District will fund design of the courts; then the City will solicit bids for construction. An intergovernmental agreement (IGA) will authorize the District to fund the construction of the replacement courts and allow the City of Corvallis to execute the contract for construction.

#### Budget Impact

The District has agreed to pay for the cost of relocating the courts at a cost not to exceed \$550,000. This will be funded through the owner's contingency on the overall bond program.

#### ACTION REQUESTED

Authorize staff to enter into contracts with the City of Corvallis for construction of two tennis courts that will replace the existing courts on the Lincoln Elementary School campus at RiverbendPark.

#### MOTION REQUESTED

"I move to authorize staff to enter into contract with the City of Corvallis to construct two tennis courts that replace the existing courts on the Lincoln Elementary School campus based on competitive bids and not to exceed \$550,000."

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
CITY OF CORVALLIS AND THE CORVALLIS SCHOOL DISTRICT 509J  
FOR FUNDING REPLACEMENT OF LINCOLN TENNIS COURTS**

THIS INTERGOVERNMENTAL AGREEMENT, under the authority of ORS 190.010, is entered into this **XX day of XXXX**, by and between the CITY OF CORVALLIS, a municipal corporation of the State of Oregon, hereinafter call the "CITY" and CORVALLIS SCHOOL DISTRICT 509-J, hereinafter called the "DISTRICT."

All notifications necessary under this contract shall be addressed to:

City of Corvallis Parks and Recreation  
Attention: James Mellein  
1310 SW Avery Park Drive  
Corvallis, OR 97333  
541-754-1702  
james.mellein@corvallisoregon.gov

Corvallis School District 509J  
Attention: Kimberly Patten  
1555 SW 35<sup>th</sup> Street  
Corvallis, OR 97333  
541-757-5877  
[kim.patten@corvallis.k12.or.us](mailto:kim.patten@corvallis.k12.or.us)

**1 TERM:**

- 1.1 CITY and DISTRICT agree that this intergovernmental agreement is entered into pursuant to ORS 190.010. It is the intent of the PARTIES that this agreement be effective on the date of the last party to sign. This agreement will remain in effect until the completion of construction of new recreational courts.
- 1.2 If this contract crosses fiscal years, funding for future years is contingent upon the City Council adopting appropriations.

**2 SCOPE:**

- 2.1 Construction of two lighted and fenced recreation courts to be constructed by CITY and paid for by the DISTRICT.

**3 COMPENSATION**

- 3.1 The DISTRICT will provide to CITY an amount not to exceed \$550,000.00 to be applied toward the cost of the project.
- 3.2 The DISTRICT will pay for engineering and design work directly on behalf of the CITY within 45 days of receipt of the engineering and design work invoice. The total of the engineering and design work is to be applied to the amount established in 3.1.
- 3.3 The DISTRICT will provide the CITY payment as stated in 3.1 within 45 days of receipt of an itemized accounting of the total cost of the project.

**4 CITY agrees as follows:**

- 4.1 Submit and record with Benton County a release of the CITY easement for the courts at Lincoln Elementary School.
- 4.2 Provide City park property in South Corvallis to build two lighted and fenced recreational courts.

- 4.3 Build two lighted and fenced recreational courts of similar size and scope as the current City owned courts at Lincoln Elementary School.
- 5 DISTRICT agrees as follows:
- 5.1 The recreational courts will be owned and operated by the CITY.
- 6 PARTIES agree as follows:
- 6.1 The PARTIES intend that, in performing this agreement, each shall act as an independent contractor and shall have the control of that party's work and the manner in which it is performed. Neither CITY nor DISTRICT is to be considered an agent or employee of the other.
- 6.2 Subject to the limitations and conditions of the Oregon Tort Claims Act ORS 30.260-30.300, each party agrees to hold the other harmless, to indemnify and to defend the other, its officers, agents, volunteers and employees from any and all liability, actions, claims, losses, damages or other costs including attorneys fees and witness costs that may be asserted by any person or entity arising from, during, or in connection with the performance of the work described in this agreement, when such liability, action, claim, loss, damage or other cost results from the actions of that party in the course of this agreement. Nothing in this agreement shall be deemed to create a liability for any party in excess of the Oregon Tort claims limits for either party.
- 7 This agreement shall not be assigned, nor shall duties under this agreement be delegated, and no assignment or delegation shall be of any force or effect without the written approval of the contracting officers of DISTRICT and CITY.
- 8 PARTIES shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment. The parties agree not to discriminate on the basis of race, religion, religious observance, gender identity or expression, color, sex, marital status, familial status, citizenship status, national origin, age, mental or physical disability, sexual orientation, or source or level of income in the performance of this contract.
- 9 PARTIES shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 659A.403, ORS 659A.406 ORS 659A.142, ORS 659A.145, and all regulations and administrative rules established pursuant to those laws.
- 10 PERSONAL IDENTIFYING INFORMATION: Contractor agrees to safeguard personal identifying information in compliance with Oregon Revised Statute ORS 646A.600, the Oregon Consumer Identity Theft Protection Act and the Fair and Accurate Credit Transaction Act provisions of the Federal Fair Credit Reporting Act.
- 11 DISCRIMINATION: The parties agree not to discriminate on the basis of age, citizenship status, color, familial status, gender identity or expression, marital status, mental disability, national origin, physical disability, race, religion, religious observance, sex, sexual orientation, and source or level of income in the performance of this contract.
- 12 This writing is intended both as the final expression of the agreement between the PARTIES with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until it is made in writing and signed by both PARTIES.

IN WITNESS WHEREOF, the parties have herewith executed their signatures.

Corvallis School District 509J

City of Corvallis

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Mark W. Shepard, City Manager

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Corvallis School District 509J Attorney

\_\_\_\_\_  
Corvallis City Attorney

**VI. BOARD MEMBER COMMENTS**

**VII. ADJOURNMENT (6:15 p.m.)\***

\*All times are approximate.

*Note: The Chair of the Board may alter the order of business as they deem proper and necessary.*

Agendas – Agendas and supporting materials are available online at <https://v3.boardbook.org/Public/PublicHome.aspx?ak=1000829> a few days before each School Board meeting. For more information, please contact Julie Catala at [kimberly.nelson@corvallis.k12.or.us](mailto:kimberly.nelson@corvallis.k12.or.us).

Communication With The School Board – Communication with the Board can be made by telephone, letter, e-mail and public testimony. Letters may be addressed to individual Board members or the Board as a whole and sent to 1555 SW 35<sup>th</sup> Street, Corvallis, OR 97333. E-mail may be sent to [schoolboard@corvallis.k12.or.us](mailto:schoolboard@corvallis.k12.or.us) and will be sent to all board members simultaneously as well as to key District Office staff. For more information, please contact Kim Nelson at [kimberly.nelson@corvallis.k12.or.us](mailto:kimberly.nelson@corvallis.k12.or.us).

Consolidated Action Agenda – The purpose of the consolidated action agenda is to expedite action on routine agenda items. All agenda items that are not held for discussion at the request of a Board member or staff member will be approved/accepted as written as part of the consolidated motion. Items designated or held for discussion will be acted upon individually.

Public Comment – Guidelines are at: <https://www.csd509j.net/about-us/school-board/provide-input-and-be-informed/>

Executive Session – Permissible purposes of Executive Sessions include: ORS 192.660(2)(a) – Employment of Public Officers, Employees and Agents; ORS 192.660(2)(b) – Discipline of Public Officers and Employees; ORS 192.660(2)(d) – Labor Negotiator Consultations; ORS 192.660(2)(e) – Real Property Transactions; ORS 192.660(2)(f) – Exempt Public Records; ORS 192.660(2)(h) – Legal Counsel; ORS 192.660(2)(i) – Performance Evaluations of Public Officers and Employees; ORS 192.660(2)(j) – Public Investments.

<b>SCHOOL BOARD MEMBERS</b>			
Vincent Adams	541-738-4324	Terese Jones	541-230-1673
Sami Al-Abdrabbuh	541-283-6611	Shauna Tominey, Co-Vice Chair	541-829-8411
Tina Baker	541-223-1997	Luhui Whitebear, Co-Vice Chair	541-632-3568
Sarah Finger McDonald, Chair	541-908-3756		

<b>EXECUTIVE STAFF MEMBERS</b>	
Ryan Noss, Superintendent	541-757-5841
Melissa Harder, Assistant Superintendent	541-766-4857
Olivia Meyers Buch, Finance and Operations Director	541-757-5874
Jennifer Duvall, Human Resources Director	541-757-5840
Kim Nelson, Executive Assistant to the Superintendent; Board Secretary	541-757-5841