



August 4, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with
Clackamas Community College for Educational & Enrichment Services (Instructors) for
the Milwaukie Center

Purpose/Outcomes	Allows NCPRD to partner with Clackamas Community College (CCC) for provision of program instruction from Summer 2016 through Spring 2017 terms classes to be held at the Milwaukie Center.
Dollar Amount and Fiscal Impact	The contract is for an amount not to exceed \$46,936.50.
Funding Source	North Clackamas Parks and Recreation District approved budget.
Duration	June 20, 2016 to June 10, 2017
Previous Board Action	Annual contract renewal/update
Strategic Plan Alignment	Ensure safe, healthy and secure communities.
Contact Person	<i>Kandi Ho, NCPRD Aquatic and Recreation Manager</i> 503-794-8001
Contract No.	N/A

BACKGROUND:

The North Clackamas Parks and Recreation District requests the approval of an Intergovernmental Agreement with Clackamas Community College for Educational & Enrichment Services (Instructors) for the Milwaukie Center.

This renewal IGA allows NCPRD to partner with Clackamas Community College (CCC) for provision of program instruction from summer 2016 through spring 2017 terms classes to be held at the Milwaukie Center. CCC will provide up to 2,286.25 hours of instructional hours during the term of the agreement, for classes to be held at the Milwaukie Center. CCC will provide the following per attached agreement:

- Recruit and hire qualified instructors
- Provide liability and worker's compensation insurance for instructors
- Provide tuition waivers for participants 62 years of age and older

This IGA has a maximum contract value of \$46,936.50. It is an annual agreement renewal that has been successfully It is effective retroactively to June 20, 2016 and terminates on June 10, 2017.

RECOMMENDATION:

Staff recommends the Board approve this agreement and authorizes the Director to sign on behalf of Clackamas County.

ATTACHMENT:

1. Educational Services Contract Community Education

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District



EDUCATIONAL SERVICES CONTRACT COMMUNITY EDUCATION

This Community Education Educational Services Contract (“Agreement”) is made effective as of the 1 day of July, 2016 (“Effective Date”), by and between Clackamas Community College, 19600 Molalla Avenue, Oregon City, Oregon 97045, hereinafter referred to as the “College” and North Clackamas Parks & Recreation District/Milwaukie Center, hereinafter referred to as the “Facility”.

Whereas, both the College and the Facility desire to jointly plan, promote, and sponsor programs for adults and, whereas, the Facility desires to engage the College to render specific educational services to Facility’s patrons. Therefore, in consideration of the sum of \$ \$46,936.50, to be paid by the Facility as provided herein (“Fees”), the College agrees to offer 2,286.25 instructional hours during the period June 20, 2016, through June 10, 2017 (“Term”). See Exhibit A for proposed class schedule.

In addition, the College and the Facility agree as follows:

- A. **The College will provide the following (collectively “Services”):** 1. Recruit and hire qualified instructors to teach the classes listed in Exhibit A, attached hereto and made a part hereof (“Class(es)”). 2. Provide liability and Worker’s Compensation insurance coverage for instructors in limits less than or equal to the fees listed above, to be carried throughout the Term, certificates of which shall be provided to Facility concurrent with the execution of this Agreement and upon request. 3. Provide tuition waivers to all Facility residents 62 years of age and older participating in Classes. 4. Confirm with Facility the Class schedule prior to the start of each College term. 5. Appoint a liaison to work with Facility on implementing and coordinating the Services.
- B. College agrees to indemnify, defend, and hold harmless Facility from and against any and all claims, liabilities, and expenses (including, without limitation, reasonable attorneys’ fees) brought against or incurred by Facility as a result of the negligent acts, willful misconduct, performance of the Services under this Agreement, or any breach of this Agreement, by College, its agents, and employees. College’s duties under this Section B shall survive the termination of this Agreement by expiration, termination, or otherwise.
- C. The College will bill the Facility an amount equal to one-quarter of the Fees each College term on or about July 15, 2016, December 9, 2016, February 3, 2017 and May 5, 2017. Each payment to the College will be due within thirty (30) days of Facility’s receipt of invoice. Undisputed accounts unpaid over 30 days will incur a \$15 service charge.
- D. The College is subject to Americans with Disabilities Act (ADA). Facility agrees to work with the College in addressing any accommodation requirements made by program participants as required under ADA.
- E. Clackamas Community College prohibits unlawful discrimination based on race, color, religion, ethnicity, use of native language, national origin, sex, sexual orientation, marital status, disability, veteran status, age, genetic information, or any other status protected under applicable federal, state or local laws.

- F. **The Facility will:** 1. Provide appropriate classroom facilities for classes to be held. 2. Appoint a liaison to work with the College on implementing and coordinating the Services. 3. Inform the College, in a timely manner, of any changes or conflicts with regularly scheduled classes. 4. Assist with participant registration for classes according to College policies and procedures. 5. Maintain liability waivers for all patrons who attend classes within the program.
- G. If the Facility wishes to terminate this Agreement for any or no reason, it may do so upon written notice to College. Upon such termination, Facility shall pay for undisputed Fees incurred up to the termination date.
- H. The Facility agrees to indemnify, defend, and hold harmless College from and against any and all claims, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) brought against or incurred by College as a result of the negligent acts, willful misconduct, performance of the Services under this Agreement, or any breach of this Agreement, by Facility, its agents, and employees. Facility's duties under this Section H shall survive the termination of this Agreement by expiration, termination, or otherwise.
- I. This Agreement represents the entire agreement between the parties with regard to its subject matter and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally as effective as delivery of an originally executed counterpart of this Agreement.
- J. This Agreement shall be governed by the laws of the State of Oregon ("State"). All claims, disputes and other matters in question which arise out of or relate to this Agreement (including any breach thereof) shall be decided by a court of competent jurisdiction in the state or federal courts in the State. Should any provision of this Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other provision hereof. No waiver of any term or condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such waiving party. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

COLLEGE:

Clackamas Community College

Community Ed & Harmony Campus Dir.

Authorizing Signature

FACILITY:

Authorizing Signature