



August 18, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Clackamas Community College
to Promote Health and Fitness Programming

Purpose/Outcomes	Allows NCPRD to partner with Clackamas Community College (CCC) to promote health and fitness programming for our citizens.
Dollar Amount and Fiscal Impact	NCPRD will receive up to \$15,068.
Funding Source	North Clackamas Parks and Recreation District approved budget (Revenue).
Duration	July 1, 2016 to June 30, 2017.
Previous Board Action	Annual agreement renewal/update.
Strategic Plan Alignment	Ensure safe, healthy and secure communities by providing health and fitness opportunities.
Contact Person	<i>Kandi Ho, NCPRD Aquatic and Recreation Manager, 503-794-8001</i>
Contract No.	N/A

BACKGROUND:

The North Clackamas Parks and Recreation District (“NCPRD”) requests the approval of an Intergovernmental Agreement with Clackamas Community College for promotion, planning and delivery of a variety of community health and fitness programs.

This renewal IGA allows NCPRD to partner with Clackamas Community College (“CCC”) for promotion, planning and delivery of a variety of community health and fitness programs. CCC will provide \$15,068 in reimbursement to NCPRD for the reporting of fitness programming in the community that is 41+ total reimbursable FTE. CCC will provide the following per attached agreement:

- Program listings in CCC Catalog
- Payment of \$15,068

This IGA has a maximum contract revenue value of \$15,068. It is an annual agreement renewal that has been successful and mutually beneficial. It is effective retroactively to July 1, 2016 and terminates on June 30, 2017.

This IGA has been reviewed by County Counsel.

RECOMMENDATION:

NCPRD staff recommends the Board of County Commissioners, acting as the Governing Body for North Clackamas Parks and Recreation District, approve the Intergovernmental Agreement with CCC for Health and Fitness Programming and authorize Gary Barth, BCS Director, to sign on behalf of NCPRD.

ATTACHMENT:

1. IGA between NCPRD and CCC to Promote Health and Fitness Programming

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District



INDEPENDENT CONTRACTORS AGREEMENT
(WORK TO BE PERFORMED WITH THE ASSISTANCE OF OTHERS)

This agreement is entered into this **1st day of July 2016**, by and between Clackamas Community College, hereinafter called the "College", and **_North Clackamas Parks & Recreation**, hereinafter called the "Contractor".

Whereas the College has need for the professional services of an individual with the particular training, ability, knowledge and experience possessed by the Contractor, now therefore, in consideration of the sum of **\$_15,068_** to be paid to the Contractor by the College, the Contractor agrees to perform during the period **July 1, 2016** through **June 30, 2017**, inclusive, the following professional services: **Work closely with the College in planning, promoting, and delivering a variety of community based instructional programs resulting in 41+ total reimbursable FTE. Meet the College's schedule/reporting timelines; follow the College's registration and production procedures.** Payment could be reevaluated based on the Oregon FTE formula. Payments are issued in July 2016 and January 2017. The January payment is issued after an analysis of Summer and Fall FTE. If it is determined the Contractor will exceed or not fulfill the originally anticipated FTE goal, the funding level will be adjusted accordingly and the remaining balance of the funding level will be awarded.

In performing the above services, it is understood and agreed that:

1. The Contractor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to this payment.
2. The Contractor will follow all federal, state and local laws, regulations and ordinances.
3. The Contractor will comply with FERPA regulations and sign a FERPA non-disclosure agreement.
4. The Contractor will not be eligible for and Federal Social Security, Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment, except as a self-employed individual.
5. The Contractor is not currently employed by Clackamas Community College.
6. Clackamas Community College will report the total amount of all payments to the Contractor in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

It is understood and agreed that the Contractor will be performing as per above contract with the assistance of others. Accordingly, the Contractor agrees to qualify as either a carrier-insured employer or a self-insured employer and further agrees to provide all persons engaged in the performance of the contract until such time as the contract if fully completed.

Additionally, the College may, at any time, require the Contractor to provide proof of required coverage.

The Contractor agrees to indemnify the College for any damages, expenses, costs and disbursements and attorney fees incurred by the College as a result of the Contractor's failure to adhere to the terms of this agreement.

The parties to this agreement understand that a person who files a declaration of status as an independent contractor is not eligible to receive workers' compensation benefits under ORS Chapter 656 in the event of injury or disease unless said person has obtained coverage for such benefits pursuant to ORS 656.128.

The College is subject to the Americans With Disability Act (ADA). By signing this agreement the Contractor represents that the buildings/facilities to be used to provided services, hereunder comply with all requirements and obligations imposed by the ADA. The 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.

CONTRACTOR'S INVOICE

DESCRIPTION: Community Education Funding Agreement **ACCT#:** 11-0000-00-10018-64300 **AMOUNT:** \$15,068

PAYMENT DATES: July 8, 2016 & January 9, 2017

COLLEGE

CONTRACTOR

Director of Community Ed & Harmony Campus Date

North Clackamas Parks & Recreation 93-6002286
Name F.I.N./SOC. SEC. NO.
7300 SE Harmony Rd Milwaukie, OR 97222

Authorizing Signature Date

Authorizing Signature Date

To be signed prior to commencement of contracted services. To be mailed or filed with the College within 15 days after commencement of work.