



July 18, 2019

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

Approval of an Intergovernmental Agreement with
Clackamas Community College for Educational & Enrichment Services

Purpose/Outcomes	Allows NCPRD to partner with Clackamas Community College (CCC) for provision of program instruction from Summer 2019 through Spring 2020 terms. Classes to be held at the Milwaukie Center.
Dollar Amount and Fiscal Impact	This IGA represents \$62,200 of anticipated instructional expenditure in FY 19-20.
Funding Source	FY 19-20 budgeted funds for older adult and recreation programming services
Duration	June 24, 2019 through June 12, 2020
Strategic Plan Alignment	This IGA supports Performance Clackamas through: <ul style="list-style-type: none"> • Building public trust through good government • Ensuring safe, healthy and secure communities
Previous Board Action	<ul style="list-style-type: none"> • This IGA is renewed annually. • FY 18-19 renewal approved at the 06/14/2018 Business Meeting
Counsel Review	Approved as to form on June 18, 2019
Contact Person	Scott Archer, <i>Director</i> , 503-742-4421 Kandi Ho, <i>Recreation Services Manager</i> , 503-794-8001

BACKGROUND:

The North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services (BCS), requests approval of an Intergovernmental Agreement (IGA) with Clackamas Community College (CCC) for educational & enrichment services at the Milwaukie Center through the 2019-20 fiscal year.

The annual renewal of this IGA allows NCPRD to partner with CCC for the provision of program instructors to lead classes to be held at the Milwaukie Center. CCC will provide up to 2,476 hours of instruction with a maximum cost of \$62,200.

RECOMMENDATION:

Staff recommends the Board approve this annual IGA and authorizes the Business and Community Services Director or Deputy Director to execute any and all documents necessary to effectuate the same.

ATTACHMENT:

Clackamas Community College Educational Services Senior Program Contract Community Education

Respectfully submitted,

Laura Zentner, Director
Business and Community Services



EDUCATIONAL SERVICES SENIOR PROGRAM CONTRACT COMMUNITY EDUCATION

This agreement is entered into between North Clackamas Parks and Recreation District Milwaukie Center (Facility) and Clackamas Community College (College). Herein referred to individually as “party” and collectively as “parties.”

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.

Whereas Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Now, therefore, in consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

- A. Term; Termination. This Agreement shall commence on **June 24, 2019** and shall terminate on **June 12, 2020** unless terminated earlier as provided herein. Either party may terminate or suspend this Agreement for convenience upon thirty (30) days written notice.
- B. Compensation. The Facility agrees to pay the College a sum not to exceed **\$62,200.00 for the provision of educational classes during the term of the agreement.** The College will invoice the Facility an amount equal to approximately one quarter of the contract value each College term. Approximate billing dates are; July 22, 2019, October 21, 2019, February 3, 2020 and May 4, 2020. All invoices will be due within thirty (30) days of receipt by Facility. Undisputed invoices unpaid after 30 days will be charged a \$15 service fee.

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

The College will provide the following:

1. Offer **2,476** hours of instructional hours during the term of the Agreement. Classes offered are listed in Exhibit A
2. Recruit and hire qualified instructors to teach the classes listed in Exhibit A
3. Confirm with Facility the Class schedule prior to the start of each College term.
4. Appoint a liaison to work with Facility on implementing and coordinating the Services.
5. Provide Worker’s Compensation and General Liability insurance coverage for instructors at limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate throughout the Term of the Agreement. Certificates of which shall be provided upon request.
6. Provide tuition waivers to all Facility residents 62 years of age and older participating in Classes.

The Facility will:

1. Provide appropriate classroom facilities for classes to be held at its property located at 5440 SE Kellogg Creek Drive Milwaukie Oregon 97222.
2. Follow and maintain Enrollment Verification Policy attached as Exhibit B and hereby incorporated by reference.
3. Appoint a liaison to work with the College on implementing and coordinating the Services.
4. Assist with participant registration for classes according to College policies and procedures and calendar deadlines.
5. Notify the College, in a timely manner, of any changes or conflicts with regularly scheduled classes including closures due to inclement weather. In cases of closure due to inclement weather, College and Facility will work together to reschedule classes. In the event that the College closes due to inclement weather but the Facility remains open the value of contract will be adjusted to reflect actual hours delivered. If Facility and College are both closed no adjustments will be made.

General Provisions

1. No Agency Relationship. In carrying out the responsibilities and obligations of this Agreement, neither party shall be acting as agent or principal of the other with regard to dealings with third parties, including patrons. Neither party shall have the authority to make any statements or representations.
2. Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.
3. Subject to the Oregon Tort Claims Act and the Oregon Constitution, College agrees to indemnify, defend, and hold harmless Facility, its officers, agents, employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of College or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the College has a right to control. Subject to the Oregon Tort Claims Act and the Oregon Constitution, the Facility agrees to indemnify, defend and hold harmless College, its officers, agents, employees, students or independent contractors from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of Facility or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which Facility has a right to control.
4. Each party shall maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as set forth in ORS 30.270. In addition, each party shall ensure that any contracts it enters into with third party contractors to perform obligations under this Agreement shall include both parties and each party's officers, elected officials, employees and volunteers as additional insureds evidenced by an endorsement and a certificate of insurance.
5. This contract and attached Exhibit A constitute the entire agreement between the College and/or the Facility on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification, amendment, or other change of terms of this Agreement shall bind either College and/or the Facility unless in writing and signed by both parties.
6. 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.
7. During the performance of this agreement, the parties shall comply with all applicable federal and state laws, regulations and policies, including, but not limited to: Title IV of the Civil Rights Act, 42

U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); Discrimination – Human Rights Commission; and CCC policies, procedures and administrative regulations regarding non-discrimination and anti-harassment.

8. Neither party shall solicit/hire or attempt to solicit/hire for employment either directly or indirectly an employee or contractor of the other party, during the term of this Agreement and for a period of one year after termination/expiration of this Agreement.
9. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
10. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
11. Integration, Amendment and Waiver. Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
12. No Third-Party Beneficiary. College and Facility 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.
13. Counterparts. This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
14. Necessary Acts. Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
15. Time is of the Essence. College agrees that time is of the essence in the performance this Agreement.
16. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
17. Force Majeure. Neither College nor Facility shall be held responsible for delay or default caused by events outside of the College or Facility's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, the Parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

The following individuals hereby certify that they are authorized representative of the parties and duly authorized by law to bind the principals by printing their names and affixing their signatures hereto:

COLLEGE:

Clackamas Community College

Community Education & Harmony Campus
Director

Vice President and CFO, College Services
Authorizing Signature

FACILITY:

Clackamas County Board of County
Commissioners on Behalf of North
Clackamas Parks and Recreation District:

Chair

Recording Secretary

Date

Approved as to Form:

County Counsel

Date

Exhibit A

NAME OF FACILITY: Milwaukie Center 2019-2020

TERMS OFFERED SU F W SP				CLASS TITLE	CLASS TIME START/END	DAYS	NUMBER OF WEEKS	TOTAL HOURS PER TERM	TOTAL HOURS PER YEAR	INSTRUCTOR'S NAME
X	X	X	X	Gold Toning	11am-12pm	M	10	10	40	Nishikido
X	X	X	X	Gold Toning	12:05-1:05 p.m.	W	10	10	40	Nishikido
X	X	X	X	Innergystics	11:15am- 12:15pm	TH	10	10	40	Blosser
X	X	X	X	Strength & Relax Yoga	2:40-3:40pm	M	11	11	44	LaFrenier/Ossowski
X	X	X	X	Strength & Relax Yoga	2:30-3:30 p.m.	W	11	11	44	Jordan
X	X	X	X	Strength & Relax Yoga	2:30-3:30 p.m.	TH	11	11	44	Bracht
X	X	X	X	Complete Conditioning	9:20-10 :20am	T	Su: 10, Wi: 11, Sp: 11 Fa: 13	Su: 10, Wi: 11, Sp: 11 Fa: 13	45	Hall
X	X	X	X	Complete Conditioning	9:20-10 :20am	TH	Su: 10, Wi: 11, Sp: 11 Fa: 13	Su: 10, Wi: 11, Sp: 11 Fa: 13	45	Hall
X	X	X	X	Functional Fitness	10:30-11 :15am	T	Su, Wi, Sp: 11 Fa: 13	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Hall
X	X	X	X	Functional Fitness	10:30-11 :15am	TH	Su 7.50, Wi 8.25, Sp 8.25: Fa 9.00:	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Hall

X	X	X	X	Stretch N Flex	8:10-9:10am	T	Su, Wi, Sp: 11 Fa: 13	Su, Wi, Sp: 11 Fa: 12	45	Hall
X	X	X	X	Stretch N Flex	8:10-9:10am	TH	Su, Wi, Sp: 11 Fa: 13	Su, Wi, Sp: 11 Fa: 12	45	Hall
X	X	X	X	Chair Yoga	1:30-2:30pm	M	11	11	44	Jones
X	X	X	X	Yin Yoga	12:15-1:15pm	M	11	11	44	Jordan
	X	X	X	Gentle Yoga	5:30-6:30 p.m.	T	11	11	44	LaFrenier/Stevens
X	X	X	X	Yoga	10:10-11:10 a.m.	S	11	11	44	Delancey
X	X	X	X	Yoga Fusion	9:30-10:30 a.m.	SU	Su 9, Fa 11, Wi 11, Sp 11	Su 9, Fa 11, Wi 11, Sp 11	42	Stevens
X	X	X	X	Tai Chi Beginner	9:30-10:30 a.m.	W	Su 8, Fa 12, Wi 11, Sp 11	Su 8, Fa 12, Wi 11, Sp 11	42	Quinlan
X	X	X	X	Tai Chi Beginner	11:25 a.m.- 12:25 p.m.	T	Su 8, Fa 12, Wi 11, Sp 11	Su 8, Fa 12, Wi 11, Sp 11	42	Quinlan
	X	X	X	Tai Chi Beg & Int.	6:35-7:35pm	MW	11	22	66	TBA
	X	X	X	Tai Chi: Martial Art Form/Swords	5:30-6:30pm	MW	11	22	66	TBA
X	X	X	X	Exercentrics	12:15-1:15pm	M	11	11	44	McClenahan
X	X	X	X	Low Impact Aerobic Strength Training	4:00-4:45 p.m.	TH	8.25	8.25	33	McClenahan
X	X	X	X	Small Group Personal Training	5:30-6:30 p.m.	TH	11	11	44	McClenahan
X	X	X	X	Zumba	6:30-7:30pm	T	11	11	44	Miratsky
X	X	X	X	Zumba	6:30-7:30pm	TH	11	11	44	Miratsky

	X	X	X	Smartphone Basics	9-10:30 am	TH	10	15	45	Rosson
	X	X	X	Smartphone Basics	10:45 am-12:15 pm	TH	10	15	45	Rosson
X	X	X	X	EZ Does It	8:30-9:15am	M	8.25	8.25	33	Stauss
X	X	X	X	EZ Does It	8:30-9:15am	W	8.25	8.25	33	Stauss
X	X	X	X	EZ Does It	8:30-9:15am	F	8.25	8.25	33	Stauss
X	X	X	X	Sit N Fit	11:05-11 :50am	M	8.25	8.25	33	Stauss
X	X	X	X	Sit N Fit	11:05-11 :50am	W	8.25	8.25	33	Stauss
X	X	X	X	Sit N Fit	11:05-11:50am	F	8.25	8.25	33	Stauss
	X	X	X	Hula Dance for Fitness	7:30-8:30pm	W or S	Su 6, Fa, Wi, Sp - 10	6, 10	36	Taylor
X	X	X	X	Line Dance for Fitness	9:30-10:30 a.m.	M	11	11	44	Mattson
	X	X	X	Fitness Class	TBD	TBD	10	10	30	TBD
	X	X	X	Fitness Class	TBD	TBD	10	10	30	TBD
	X		X	Spanish Immersion	TBD	TBD	1	10	20	Torres
	X	X	X	Spanish Beginning	6-7:30 p.m.	W	12	12	48	Torres
X	X	X	X	Spanish I	1-2:30	M	12	12	48	Torres
X	X	X	X	Spanish II	12:15-2:00 p.m.	M	14	14	56	Torres
X	X	X	X	Spanish Conversation I	10:30 a.m.- 12 p.m.	M	12	12	48	Torres

X	X	X	X	Spanish Conversation II	9-10:30	M	12	12	48	Torres
X	X	X	X	Creative Writing	1-2:45pm	W	8	14	56	Arnold
X	X	X	X	Your Story	1-2:45pm	TH	8	14	56	Arnold
X	X	X	X	Line Dance Beginning II	12:35-1:35 p.m.	T	10	10	40	Drewry
X	X	X	X	Line Dance Beginning II	12:30-1:30pm	TH	10	10	40	Jacobson
X	X	X	X	Ballroom Dance	2-3p.m.	F	10	10	40	Drewry
X	X	X	X	Ballroom Dance - pm	6-7:15 p.m.	M	10	10	40	Drewry
	X	X	X	Drawing	TBD	TBD	6	12	36	Macca
X	X	X	X	Acrylics	2:15-4:45 p.m.	M	20	20	80	Macca
X	X	X	X	Oil Painting	9:30 a.m.-12 p.m.	TH	10	25	100	Wilson
X	X	X	X	Oil Painting	1-3:30 pm	TH	10	25	100	Wilson
		X		Gelli Printmaking	9:30 a.m.-12:30 p.m.	S	24	24	24	Bolon
			X	SoulCollage	9:30 a.m.-12:30 p.m.	S	24	24	24	Roe

EXHIBIT B

Clackamas Community College, Community Education Enrollment Verification Process

In being good stewards of college funding, it is important that we are mindful of maintaining an enrollment number that is sustainable for the longevity of the program. A minimum enrollment of 10 students is needed in all Senior Program course offerings. The goal of the Clackamas Community College, Community Education Office is to enhance lifelong learning in the community we serve, while maintaining the integrity of the program.

Existing Courses:

Existing courses are defined as courses that have been offered for three or more terms, and have had 10 or more students enrolled.

Cancelling Courses:

Courses will be cancelled for the following reasons. Faculty will notify CCC Community Education Office of any course that is not meeting enrollment qualifications and needs to be cancelled.

- course has less than 10 students enrolled,
- course has more than one offering,
- course is being offered at other center(s).

If you have an existing course that has had a drop in enrollment, consider changing the time, day, instructor, or offer it seasonally.

If you are offering an existing course the Enrollment Verification Process is as follows:

- One Week Before: If there are less than 5 students enrolled, cancel the course.
- The Week of: If there are less than 8 enrolled, cancel the course.
- The Day prior: If there are less than 10, cancel the course.
 - Example: if a class is to run on Monday, cancel the course the Friday before. If a class is to run on Wednesday, cancel the course the Tuesday before.

New Courses:

New courses are defined as courses that have not been offered at your location and do not have a similar course available. (Example: Yoga and Gentle Yoga.) This also includes a **rejuvenated course**, defined as an existing course offered and cancelled in the previous academic year(s) due to a drop in enrollment. We urge you to continually review the possibility of rejuvenated courses as potential offerings to your students.

If you are offering a new or rejuvenated course that meets this definition and has been communicated to the Clackamas Community College Community Education Office, to build up the new course the Enrollment Verification Process is as follows:

- A minimum of 7 students enrolled is needed. If there are less than 7 students, cancel the course.
- Class is allowed two terms to meet a minimum of 10 students enrolled. If, by the beginning of the third term, the course is not meeting the minimum enrollment, cancel the course.

For new courses under the minimum enrollment, please talk directly with the Clackamas Community College Community Education Office.

Faculty Senior Program will communicate with students to let them know the course is cancelled.

If you have questions, please contact the CCC Community Office, 503-594-0627.



July 18, 2019

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

Approval of an Intergovernmental Agreement with
Clackamas Community College for Community Based Instructional Programs

Purpose/Outcomes	Allows NCPRD to partner with Clackamas Community College (CCC) to deliver community based instructional programs and receive reimbursement from Summer 2019 through Spring 2020 terms.
Dollar Amount and Fiscal Impact	This IGA will provide \$15,068 of revenue in FY 19-20.
Funding Source	Anticipated revenue included in FY 19-20 NCPRD adopted budget for older adult and recreation services programming.
Duration	July 1, 2019 through June 30, 2020
Strategic Plan Alignment	This IGA supports Performance Clackamas through: <ul style="list-style-type: none"> • Building public trust through good government • Ensuring safe, healthy and secure communities
Previous Board Action	This IGA is renewed annually; renewal for FY 18-19 was approved at the June 14, 2018 Business Meeting.
Counsel Review	Approved as to Form on June 18, 2019
Contact Person	Scott Archer, <i>Director</i> , 503-742-4421 Kandi Ho, <i>Recreation Services Manager</i> , 503-794-8001

BACKGROUND:

The North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services (BCS), requests approval of an Intergovernmental Agreement (IGA) with Clackamas Community College (CCC) for planning, promoting and delivering a variety of community based instructional programs. During FY 19-20, NCPRD anticipates providing services for at least 41 total full time equivalent students (in accordance with OAR 589-001-0300), and receiving reimbursement from CCC in the amount of \$15,068.

RECOMMENDATION:

Staff recommends the Board approve this IGA and authorizes the Business and Community Services Director or Deputy Director to execute any and all documents necessary to effectuate the same.

ATTACHMENT:

Clackamas Community College Community School Educational Services Contract

Respectfully submitted,

Laura Zentner, Director
 Business and Community Services



COMMUNITY SCHOOL EDUCATIONAL SERVICES CONTRACT

This agreement is entered into between **North Clackamas Parks & Recreation District (Facility)** and **Clackamas Community College (College)**. Herein referred to individually as “party” and collectively as “parties.”

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.

Whereas Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Now, therefore, in consideration of the foregoing and the mutual covenants of the parties set forth in this Agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

- A. **Term; Termination.** This Agreement shall commence on **June 24, 2019** and shall terminate on **June 12, 2020** unless terminated earlier as provided herein. Either party may terminate or suspend this Agreement for convenience upon thirty (30) days written notice. A non-defaulting Party may terminate or suspend this Agreement for cause upon thirty (30) days written notice and opportunity to cure to the defaulting party, provided, however, that the parties shall discuss and reasonably attempt to resolve the issues that led to the notice of termination or suspension during the thirty-day period. Upon termination, Facility shall pay College for undisputed fees incurred up to date of termination.
- B. **Compensation.** The College agrees to pay the Facility the sum of **\$15,068.00** for forty one (41) or more Full Time Equivalent (FTE) students in accordance with **OAR 589-001-0300**. If it is determined the Facility will exceed or not fulfil the originally anticipated FTE goal, the total payment will be adjusted according to schedule posted in Exhibit A. Payments are issued in January 2020 and June 2020 and based on total FTE.

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

The College will provide the following:

- 1. Confirm with Facility the class schedule prior to the start of each College term.
- 2. Appoint a liaison to work with Facility on implementing and coordinating the Services.

The Facility will:

- 1. Provide appropriate classroom facilities for classes to be held at its property located at **North Clackamas Aquatic Center, 7300 SE Harmony Road, Milwaukie, Oregon 97222.**
- 2. Appoint a liaison to work with the College on implementing and coordinating the services.
- 3. Plan, promote and deliver a variety of community based instructional programs resulting in at least **forty-one (41)** total reimbursable FTE, as noted in Exhibit A.

General Provisions

1. No Agency Relationship. In carrying out the responsibilities and obligations of this Agreement, neither party shall be acting as agent or principal of the other with regard to dealings with third parties, including patrons. Neither party shall have the authority to make any statements or representations.
2. Each of the parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.
3. Subject to the Oregon Tort Claims Act and the Oregon Constitution, College agrees to indemnify, defend, and hold harmless Facility, its officers, agents, employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of College or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the College has a right to control. Subject to the Oregon Tort Claims Act and the Oregon Constitution, the Facility agrees to indemnify, defend and hold harmless College, its officers, agents, employees, students or independent contractors from and against from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of Facility or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which Facility has a right to control.
4. Each party shall maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as set forth in ORS 30.270. In addition, each party shall ensure that any contracts it enters into with third party contractors to perform obligations under this Agreement shall include both parties and each party's officers, elected officials, employees and volunteers as additional insureds evidenced by an endorsement and a certificate of insurance.
5. This contract constitutes the entire agreement between the College and/or the Facility on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification, amendment, or other change of terms of this Agreement shall bind either College and/or the Facility unless in writing and signed by both parties.
6. 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.
7. During the performance of this agreement, the parties shall comply with all applicable federal and state laws, regulations and policies, including, but not limited to: Title IV of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); Discrimination – Human Rights Commission; and CCC policies, procedures and administrative regulations regarding non-discrimination and anti-harassment.
8. Laws of Oregon; Public Contracts. The laws of the State of Oregon shall govern this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon.
9. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
10. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision

unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

11. No Third-Party Beneficiary. College and Facility 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.
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The following individuals hereby certify that they are authorized representative of the parties and duly authorized by law to bind the principals by printing their names and affixing their signatures hereto:

COLLEGE:

Clackamas Community College

Community Education & Harmony Campus
Director

Vice President and CFO, College Services
Authorizing Signature

FACILITY:

Clackamas County Board of County
Commissioners on Behalf of North
Clackamas Parks and Recreation District:

Chair

Recording Secretary

Date

Approved as to Form:

County Counsel

Date

CCC Business Office
ACCT#: 11-0000-00-10018-64300
AMOUNT: \$15,068.00
DATES: January 2020, June 2020

EXHIBIT A
OREGON FTE FORMULA
#students * #hours /510

Program	Required FTE	Estimated Classes/Enrollment Required	2018-19
Small	12-20	10 classes & 100 enrolled	\$4,956
Medium	21-30	90 classes & 900 enrolled	\$8,293
Large	31-40	130 classes & 1200 enrolled	\$11,631
XLarge	41+	130 classes & 1800 enrolled	\$15,068