



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

July 23, 2020

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

Members of the Board:

Approval of an Intergovernmental Agreement between North Clackamas Parks and Recreation District and Clackamas Community College for Community Based Instructional Programs

Purpose/Outcomes	This agreement allows NCPRD to partner with Clackamas Community College (CCC) to deliver community based instructional programs and receive reimbursement from Summer 2020 through Spring 2021 terms.
Dollar Amount and Fiscal Impact	This IGA will provide \$11,631 of revenue in FY 20-21
Funding Source	Anticipated revenue included in FY 20-21 NCPRD adopted budget for older adult and recreation services programming.
Duration	July 1, 2020 through June 30, 2021. May be renewed annually for three (3) additional years.
Strategic Plan Alignment	This partnership will assist in providing program offerings that promote and enhance healthy and active lifestyles of our residents, which aligns with the County goal of ensuring a safe, healthy and secure community, and the County policy perspective of promoting a healthy and active lifestyle.
Previous Board Action	This IGA is renewed annually; renewal for FY 19-20 was approved at the July 18, 2019 Business Meeting.
Counsel Review	This IGA has been reviewed and approved by County Counsel on June 16, 2020 JM.
Contact Person	Scott Archer, NCPRD <i>Director</i> , 503-742-4421 Kandi Ho, NCPRD <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 20-21, NCPRD anticipates providing services for at least 31 total full time equivalent students (in accordance with OAR 589-001-0300), and receiving reimbursement from CCC in the amount of \$11,631.

RECOMMENDATION:

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

ATTACHMENTS:

IGA with Clackamas Community College Community School Educational Services.

Respectfully submitted,

Laura Zentner

Laura Zentner, Director
Business and Community Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN NORTH CLACKAMAS
PARKS AND RECREATION DISTRICT
NORTH CLACKAMAS AQUATIC
CENTER
AND CLACKAMAS COMMUNITY COLLEGE**

THIS AGREEMENT ("Agreement") is entered into and between North Clackamas Parks and Recreation District ("District"), a division of Business and Community Services (BCS) by and through Clackamas County, and Clackamas Community College ("College"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Whereas, both the College and the District desire to jointly plan, promote, and sponsor programs for adults and, whereas, the District desires to engage the College to render specific educational services to Districts 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 mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2021, but may be renewed for three (3) additional one (1) year agreements upon written approval by both parties.

2. Rights and Obligations of the College.

A. The College agrees to:

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

3. Rights and Obligations of the District.

A. The District agrees to:

3. Provide appropriate classroom facilities for classes to be held at its property located North Clackamas Aquatic Center, 7300 SE Harmony RD, Milwaukie, OR 97222.
4. Plan, promote and deliver a variety of community based instructional programs resulting in thirty-one (31) to forty (40) total reimbursable FTE, as noted in Exhibit A.
5. Appoint a liaison to work with the College on implementing and coordinating the Services.

4. Compensation.

- A. The College agrees to pay the Facility the sum of \$11,631.00 for thirty-one (31) to forty (40) 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 2021 and June 2021 and based on total FTE

5. Representations and Warranties.

- A. *College Representations and Warranties:* College represents and warrants to District that College has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of College enforceable in accordance with its terms.
- B. *District Representations and Warranties:* District represents and warrants to College has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of District enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the District or the College may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the District or the College may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The District or the College shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The College may terminate this Agreement in the event the College fails to receive expenditure authority sufficient to allow the College, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the College is prohibited from paying for such work from the planned funding source.

- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless and defend the College, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the District has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the College agrees to indemnify, save harmless and defend the District, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the College or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the College has a right to control.

- 8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
- 9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. Kandi Ho, or their designee, will act as liaison for the District.

Contact Information:

Kandi Ho
North Clackamas Parks & Recreation
7300 SE Harmony Road
Milwaukie OR 97222
503-794-8001

Angie Byrd, or their designee, will act as liaison for the College.

Contact Information:

Angie Byrd
Clackamas Community College
7738 SE Harmony RD
Milwaukie, OR 97222
(503) 594-0627

10. General Provisions.

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas District without giving effect to the conflict of law provisions thereof. Any claim between District and College that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas District for the State of Oregon: provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. College, by execution of this Agreement, hereby consents to the in person jurisdiction of the courts referenced in this section.

11. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

12. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

13. **Access to Records.** College shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. College shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, College shall permit the Districts authorized

representatives' access to the Records at reasonable times and places for purposes of examining and copying.

14. **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.
15. **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.
16. **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.
17. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
18. **Independent Contractor.** 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.
19. **No Third-Party Beneficiary.** College and 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.
20. **Subcontract and Assignment.** College shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District 's sole and absolute

discretion. Districts consent to any subcontract shall not relieve College of any of its duties or obligations under this Agreement.

21. **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.
22. **Survival.** All provisions in sections 6, 8, and 9 shall survive the termination of this Agreement.
23. **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.
24. **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.
25. **Force Majeure.** Neither College nor District shall be held responsible for delay or default caused by events outside of the College or District 's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, College 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.
26. **Confidentiality.** College acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by College or its employees or agents in the performance of this Agreement shall be deemed confidential information of the District ("Confidential Information"). College agrees to hold Confidential Information in strict confidence, using at least the same degree of care that College uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
27. 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.

[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

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

**Clackamas Community College
19600 Molalla Avenue
Oregon City, OR 97045
(503) 657-6958**

Chair, Board of County Commissioners

Date

Recording Secretary

Date

Approved as to form



County Counsel

Alissa Mahar Digitally signed by Alissa Mahar
DN: cn=Alissa Mahar, o=Clackamas Community College, ou=Vice
President, email=alissa.mahar@clackamas.edu, c=US
Date: 2020.07.06 21:00:57 -0700

Alissa Mahar VP of College Services

7/6/2020

Date

CCC Business Office
ACCT#: 11-0000-00-10018-64300
AMOUNT: \$11,631.00
DATES: January 2021, June 2021

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

PROGRAM	REQUIRED FTE	ESTIMATED CLASSES ENROLLMENT REQUIRED	2020-2021
SMALL	12-20	10 CLASSES & 100 ENROLLED	\$4,956.00
MEDIUM	21-30	90 CLASSES & 900 ENROLLED	\$8,293.00
LARGE	31-40	130 CLASSES AND 1200 ENROLLED	\$11,631.00
X-LARGE	41+	130 CLASSES & 1800 ENROLLED	\$15,068.00



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

July 23, 2020

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

Members of the Board:

Approval of Intergovernmental Agreement between North Clackamas Parks and Recreation District and Clackamas Community College for Educational & Enrichment Services

Purpose/Outcomes	This agreement allows NCPRD to partner with Clackamas Community College (CCC) for provision of program instruction from Summer 2020 through Spring 2021 terms. Classes to be held at the Milwaukie Center.
Dollar Amount and Fiscal Impact	This IGA represents \$51,792 of anticipated instructional expenditure in FY 20-21.
Funding Source	Included in the NCPRD FY 20-21 Adopted budget expenditures for older adult and recreation programming services
Duration	June 24, 2020 through June 12, 2021. May be renewed annually for three (3) additional years.
Strategic Plan Alignment	This partnership will assist in providing discounted programming offerings that promote and enhance healthy and active lifestyles of our residents, which aligns with the County goal of ensuring a safe, healthy and secure community, and the County policy perspective of promoting a healthy and active lifestyle.
Previous Board Action	This IGA is renewed annually. FY 19-20 renewal approved at the July 7, 2019 Business Meeting
Counsel Review	This IGA has been reviewed and approved by County Counsel on June 16, 2020 JM.
Contact Person	Scott Archer, NCPRD <i>Director</i> , 503-742-4421 Kandi Ho, NCPRD <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 2020-21 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 2,448 hours of instruction with a maximum cost of \$51,792.

RECOMMENDATION:

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

ATTACHMENTS:

IGA with Clackamas Community College Community School Educational Services.

Respectfully submitted,

Laura Zentner

Laura Zentner, Director
Business and Community Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN NORTH CLACKAMAS
PARKS AND RECREATION DISTRICT
MILWAUKIE CENTER
AND CLACKAMAS COMMUNITY COLLEGE**

THIS AGREEMENT ("Agreement") is entered into and between North Clackamas Parks and Recreation District ("District"), a division of Business and Community Services (BCS) by and through Clackamas County, and Clackamas Community College ("College"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Whereas, both the College and the District desire to jointly plan, promote, and sponsor programs for adults and, whereas, the District desires to engage the College to render specific educational services to Districts 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 mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2021, but may be renewed for three (3) additional one (1) year agreements upon written approval by both parties.
2. **Rights and Obligations of the College.**
 - A. The College agrees to:
 1. Offer 2,448 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 District the class schedule prior to the start of each College term.
 4. Appoint a liaison to work with District on implementing and coordinating the Services.
 5. Provide tuition waivers to all District residents 62 years of age or older participating in the Classes
3. **Rights and Obligations of the District.**
 - A. The District agrees to:
 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 District will work together to reschedule classes. In the event that the College closes due to inclement weather but the District remains open the value of contract will be adjusted to reflect actual hours delivered. If District and College are both closed no adjustments will be made.
6. Pay invoices within 30 days of receipt.

4. Compensation.

- A. In return for the provision of program instruction totaling up to 2,448 hours from Summer 2020 through Spring 2021 terms, the District agrees to pay the College the sum of \$51,792.00. The College will invoice the District an amount equal to approximately one quarter of the contract value each College Term. Approximate billing dates will be July 22, 2020, October 21, 2020 February 3, 2021 and May 4, 2021. A late fee of \$150 will be assessed for all unpaid invoices after 30 days.

5. Representations and Warranties.

- A. *College Representations and Warranties:* College represents and warrants to District that College has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of College enforceable in accordance with its terms.
- B. *District Representations and Warranties:* District represents and warrants to College has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of District enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the District or the College may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the District or the College may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- C. The District or the College shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The College may terminate this Agreement in the event the College fails to receive expenditure authority sufficient to allow the College, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the College is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless and defend the College, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the District or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the District has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the College agrees to indemnify, save harmless and defend the District, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the College or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the College has a right to control.

- 8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
- 9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by

giving prior written notice thereof to the other Party at its then current notice address.

A. Tina Johnson, or their designee, will act as liaison for the District.

Contact Information:

Tina Johnson
Milwaukie Center
5440 S.E. Kellogg Creek Drive
Milwaukie, OR 97222
(503) 794-8092

Angie Byrd, or their designee, will act as liaison for the College.

Contact Information:

Angie Byrd
Clackamas Community College
7738 SE Harmony Road
Milwaukie, OR 97222
(503) 594-0627

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas District without giving effect to the conflict of law provisions thereof. Any claim between District and College that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas District for the State of Oregon: provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. College, by execution of this Agreement, hereby consents to the in person jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in

equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** College shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. College shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, College shall permit the Districts authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **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.
- F. **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.
- G. **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.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** 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.

- J. **No Third-Party Beneficiary.** College and 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.
- K. **Subcontract and Assignment.** College shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District 's sole and absolute discretion. Districts consent to any subcontract shall not relieve College of any of its duties or obligations under this Agreement.
- L. **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.
- M. **Survival.** All provisions in sections 6, 8, and 9 shall survive the termination of this Agreement.
- N. **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.
- O. **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.
- P. **Force Majeure.** Neither College nor District shall be held responsible for delay or default caused by events outside of the College or District 's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, College 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.
- Q. **Confidentiality.** College acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by College or its employees or agents in the performance of this Agreement shall be deemed confidential information of the District ("Confidential Information"). College agrees to hold Confidential Information in strict confidence, using at least the same degree of care that College uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

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

Clackamas Community College
19600 Molalla Avenue
Oregon City, OR 97045
(503) 657-6958

Chair, Board of County Commissioners

Date

Recording Secretary

Date

Approved as to form



County Counsel

Alissa Mahar

Digitally signed by Alissa Mahar
DN: cn=Alissa Mahar, o=Clackamas Community College, ou=Vice
President, email=alissa.mahar@clackamas.edu, c=US
Date: 2020.07.06 21:00:08 -0700

Alissa Mahar VP of College Services

7/6/2020

Date

Exhibit A

NAME OF FACILITY: Milwaukie Center 2020-2021

Terms Offered				Class Title	Start/End Time	Day(s)	Number of Weeks	Total Hours Per Term	Total Hours Per Year	Instructor Name
SU	FA	WI	SP							
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	Innergistics	11:25am-12:25pm	TH	10	10	40	Blosser
X	X	X	X	Strength & Relax Yoga	2:40-3:40pm	M	11	11	44	LaFrenier/Jones
X	X	X	X	Strength & Relax Yoga	2:30-3:30 p.m.	W	11	11	44	Jones
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	Owens
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	Owens
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	Owens
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	Owens

X	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	Owens
X	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	Owens
X	X	X	X	X	Chair Yoga	1:30-2:30pm	M	11	11	44	Jones
X	X	X	X	X	Yin Yoga	1:15-2:15 p.m.	W	11	11	44	Jones
X	X	X	X	X	Gentle Yoga	5:30-6:30 p.m.	T	11	11	44	LaFrenier/TBA (summer)
X	X	X	X	X	Yoga	10:10-11:10 a.m.	Sa	11	11	44	Delancey/Brown
X	X	X	X	X	Tai Chi Beginning	9:30-10:30 a.m.	W	Su 10, Fa 11, Wi 11, Sp 11	Su 10, Fa 11, Wi 11, Sp 11	43	Quinlan
X	X	X	X	X	Tai Chi Beginning	11:25 a.m.-12:25 p.m.	T	Su 10, Fa 11, Wi 11, Sp 11	Su 10, Fa 11, Wi 11, Sp 11	43	Quinlan
X	X	X	X	X	Tai Chi Beginning	4-5 p.m.	MW	Su 7, Fa 11, Wi 11, Sp 11	Su 14, Fa 22, Wi 22, Sp 22	80	Gates
X	X	X	X	X	Tai Chi: Martial Art Form/Swords	5:30-6:30pm	MW	Su 7, Fa 11, Wi 11, Sp 11	Su 14, Fa 22, Wi 22, Sp 22	80	Gates
X	X	X	X	X	Exercenrics	12:15-1:15pm	M	11	11	44	McClenahan
X	X	X	X	X	Low Impact Aerobic Strength Training	4:00-4:45 p.m.	TH	11	8.25	33	McClenahan
X	X	X	X	X	Cancer Recovery Exercise	5-5:45 p.m.	TH	11	8.25	33	McClenahan
X	X	X	X	X	Zumba	6:40-740pm	T	11	11	44	Miratsky
X	X	X	X	X	Zumba	6:40-740pm	TH	11	11	44	Miratsky

	X	X	X	Smartphone Basics	9-10:15 am	TH	8	10	30	Rosson
	X	X	X	iPhone Basics	10:30-11:30 a.m.	TH	8	8	24	Dexter
X	X	X	X	EZ Does It	8:30-9:15am	M	11	8.25	33	Stauss
X	X	X	X	EZ Does It	8:30-9:15am	W	11	8.25	33	Stauss
X	X	X	X	EZ Does It	8:30-9:15am	F	11	8.25	33	Stauss
X	X	X	X	Sit N Fit	11:05-11 :50am	M	11	8.25	33	Stauss/McClenahan
X	X	X	X	Sit N Fit	11:05-11 :50am	W	11	8.25	33	Stauss/Nishikido
X	X	X	X	Sit N Fit	11:05-11:50am	F	11	8.25	33	Stauss/J. Stauss
	X	X	X	Hula Dance for Fitness	9-10 a.m.	Sa	9	9.00	27	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	X	X	American Sign Language	11:50 a.m.-12:50 p.m.	Th	8	8	32	Catherman
	X	X	X	Spanish Immersion	TBD	TBD	1	10	20	Torres
	X	X	X	Spanish Beginning	6-7:30 p.m.	W	8	12	48	Torres
X	X	X	X	Spanish I	1-2:30	M	8	12	48	Torres

X	X	X	X	X	Spanish II	12:15-2:00 p.m.	M	8	14	56	Torres
X	X	X	X	X	Spanish Conversation I	10:30 a.m.- 12 p.m.	M	8	12	48	Torres
X	X	X	X	X	Spanish Conversation II	9-10:30	M	8	12	48	Torres
X	X	X	X	X	Creative Writing	1-2:45pm	W	8	14	56	Arnold
X	X	X	X	X	Your Story	1-2:45pm	TH	8	14	56	Arnold
X	X	X	X	X	Line Dance Beginning II	12:35-1:35 p.m.	T	10	10	40	Drewry
X	X	X	X	X	Line Dance Beginning II	12:35-1:35pm	TH	10	10	40	Jacobson
X	X	X	X	X	Ballroom Dance	2-3p.m.	F	10	10	40	Drewry
X	X	X	X	X	Ballroom Dance - pm	6:30-7:30 p.m.	M	10	10	40	Drewry
	X			X	Drawing	TBD	TBD	8	16	32	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	Art Class	1-3:30 pm	Th	10	25	100	TBA
		X			Gelli Printmaking	1-3:30 p.m.	Sa	8	20	20	Bolon
	X		X	X	SoulCollage	1-3:30 p.m.	Sa	8	20	40	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 students¹² 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.