



**NORTH CLACKAMAS
PARKS & RECREATION DISTRICT**

Administration

Scott Archer, Director
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

June 14, 2018

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

Approval of an Intergovernmental Agreement between North Clackamas Parks and Recreation District (NCPRD) and 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 2018 through Spring 2019 terms. Classes to be held at the Milwaukie Center.
Dollar Amount and Fiscal Impact	This IGA represents \$49,111.50 of instructional expenditure.
Funding Source	N/A
Duration	June 25, 2018 through June 15, 2019
Previous Board Action	<ul style="list-style-type: none"> • This is an IGA that is renewed annually. • 06/22/2017 Business Meeting: Approved 2017-18 renewal
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
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 requests approval of an Intergovernmental Agreement (IGA) with Clackamas Community College (CCC) for educational & enrichment services at the Milwaukie Center through the 2018-19 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 2,367.75 hours of instruction with a maximum value of \$49,111.50.

County Counsel has reviewed and approved this agreement.

RECOMMENDATION:

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

ATTACHMENT:

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, 2018 (“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 and Recreation District’s 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 \$ 49,111.50, to be paid by the Facility as provided herein (“Fees”), the College agrees to offer 2,367.75 instructional hours during the period June 25, 2018, through June 15, 2019 (“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. To the extent permitted by the Oregon Tort Claims Act (ORS 30.260 TO 30.300) and the Oregon Constitution, the parties each agree to indemnify, defend, and hold harmless from and against any and all claims, liabilities, and expenses brought against or incurred by the other party 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 23, 2018, October 22, 2018, February 4, 2019 and May 6, 2019. 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, as may be necessary, 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. Notify the College, in a timely manner, of any changes or conflicts with regularly scheduled classes, including holidays and snow days, and any make up dates scheduled. 4. Assist with participant registration for classes according to College policies and procedures and be sensitive to meeting calendar deadlines. 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. To the extent permitted by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 TO 30.300) The parties each agree to indemnify, defend, and hold harmless from and against any and all claims, liabilities, and expenses brought against or incurred by the other party 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.

Clackamas Community College
19600 Molalla Ave
Oregon City Or 97045

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

Community Education & Harmony Campus
Director

Chair

Vice President and CFO, College Services
Authorizing Signature

Recording Secretary

Date

Approved as to Form:

County Counsel

Date

Milwaukie Center 2018-19 Annual Schedule

Terms Offered				Class Title	Start/End Time	Day(s)	Number of Weeks	Total Hours Per Term	Total Hours Per Year	Instructor's Name
SU	FA	WI	SP							
X	X	X	X	Gold Toning	11am-12pm	M	SU 7, FWISP 10	7, 10	37	Bezerra
X	X	X	X	Gold Toning	12:15-1:15pm	W	10	10	40	Bezerra
X	X	X	X	Innergystics	11:15am-12:15pm	TH	10	10	40	Blosser
X	X	X	X	Yoga	10:10-11:10 am	S	10	10	40	Delancey
X	X	X	X	Complete Conditioning	9:25-10 :10am	T	SUWISP 11 FA 13	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Hall
X	X	X	X	Complete Conditioning	9:25-10 :10am	TH	SUWISP 11 FA 13	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Hall
X	X	X	X	Functional Fitness	10:20-11 :05am	T	SUWISP 11 FA 13	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Hall
X	X	X	X	Functional Fitness	10:20-11 :05am	TH	SUWISP 11 FA 13	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Hall
X	X	X	X	Stretch N Flex	8:30-9:15am	T	SUWISP 11 FA 13	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Hall
X	X	X	X	Stretch N Flex	8:30-9:15am	TH	SUWISP 11 FA 13	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Hall

					1:15-2:15pm	W	WISP 11 FA 13	Wi, Sp: 11 Fa: 13	35	
	X	X	X	Drums Alive						Hall
X	X	X	X	Chair Yoga	1:30-2:30pm	M	10	10	40	Jones
X	X	X	X	Strength & Relax Yoga	2:40-3:40pm	M	10	10	40	Paulson
X	X	X	X	Yin Yoga	12:15-1:15pm	M	SU 6, FWISP 10	6, 10	36	Jordan
	X	X	X	Gentle Yoga	5:30-6:30 pm	T	10	10	30	LeFrenier
X	X	X	X	Tai Chi Beginner	4-5 pm	MW	11	22	88	Lusk
X	X	X	X	Tai Chi Beg & Int.	6:35-7:35pm	MW	11	22	88	Lusk
X	X	X	X	Tai Chi: Martial Art Form/Swords	5:30-6:30pm	MW	11	22	88	Lusk
X	X	X	X	Exercenrics	12:15-1:15pm	M	10	10	40	McClenahan
X	X	X	X	Low Impact Aerobic Strength Training	4:30-5:15 pm	TH	10	10	40	McClenahan
X	X	X	X	Small Group Personal Training	5:30-6:30 pm	TH	10	10	40	McClenahan
X	X	X	X	Zumba	6:30-7:30pm	TTH	11	22	88	Miratsky
X	X	X	X	Smartphone Basics	9-10:30 am	TH	10	15	60	Rosson
X	X	X	X	Smartphone Basics	10:45 am-12:15 pm	TH	10	15	60	Rosson
X	X	X	X	EZ Does It	8:30-9:15am	M	11	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Stauss
X	X	X	X	EZ Does It	8:30-9:15am	W	11	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Stauss

X	X	X	X	EZ Does It	8:30-9:15am	F	11	Su, Wi, Sp: 8.25 Fa: 9.75	34.5	Stauss
X	X	X	X	Sit N Fit	11:05-11:50am	M	FA 13, WI 12, SUSP 11	Fa: 9.75 Wi: 9 Su & Sp: 8.25	35.25	Stauss
X	X	X	X	Sit N Fit	11:05-11:50am	W	FA 13, SUWISP 11	Fa 9.75, Wi Su & Sp: 8.25	34.5	Stauss
X	X	X	X	Sit N Fit	11:05-11:50am	F	FA 13, SUWISP 11	Fa 9.75, Wi Su & Sp: 8.25	34.5	Stauss
	X	X	X	Hula Dance for Fitness	7:30-8:30pm	W SU, S FAWISP	SU 6, FAWISP10	6, 10	36	Taylor
	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	Tai Chi	TBD	TBD	10	21	63	TBD
	X	X	X	Tai Chi	TBD	TBD	10	21	63	TBD
	X		X	Spanish Immersion	TBD	TBD	1	10	20	Torres
X	X	X	X	Spanish I	1-2:30	M	8	12	48	Torres
X	X	X	X	Spanish II	12:15-2 pm	M	8	14	56	Torres
X	X	X	X	Spanish Conversation	12:15-2 pm	M	8	12	48	Torres
X	X	X	X	Spanish Conversation II	9-10:30	M	8	12	48	Torres
X	X	X	X	Strength & Relax Yoga	2:15-3:15pm	TH	10	10	40	Watson

Total hours per year @ \$18/hr: 1826.75

Terms Offered				Class Title	Start/End Time	Day(s)	Number of Weeks	Total Hours Per Term	Total Hours Per Year	Instructor's Name
SU	FA	WI	SP							
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				Ballroom Dance	10:15-11:15 am	F	8	8	8	Drewry
	X	X	X	Ballroom Dance	1:45-2:45 pm	T	10	10	30	Drewry
X	X	X	X	Ballroom Dance	6-7:15 pm	M	7	8.75	35	Drewry
X	X	X	X	Line Dance Int	1:35-2:35pm	TH	10	10	40	Mattson
	X	X	X	Drawing	TBD	TBD	6	12	36	TBD
X	X	X	X	Line Dance for Newcomers	11:20-12:20pm	T	10	10	40	Weisenberg
X	X	X	X	Line Dance Beginner/Improver	12:30-1:30pm	TH	10	10	40	Weisenberg
X	X	X	X	Oil Painting	9:30-12 pm	TH	10	25	100	Wilson
X	X	X	X	Oil Painting	1-3:30 pm	TH	10	25	100	Wilson

Total hours per year @ \$30/hr: 541

Total Cost at \$18/hr	\$32,881.50
Total Cost at \$30/hr	\$16,230.00
Grand Total	\$49,111.50

Total Contract Hours		2367.75
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