AGENDA ITEM FOR ADMINISTRATIVE MEETING ( ) Discussion only
(X) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: BMCC Agreement

Background:	Requested Action:
In 2023, BMCC and the County entered into agreement to supply funding to the college for workforce training to offer language development courses. The college is seeking to expand the program into high schools, utilizing existing funding. President Browning gave a presentation on the request at the March 4 meeting. The matter is before the Board to determine if the county is willing to expand the scope of the program.	Approve addendum agreement and authorize the Chair to sign

ATTACHMENTS: Proposed Addendum; Agreement

**********For Internal Use Only**********

Checkoffs:
( ) Dept. Heard (copy)
( ) Human Resources (copy)
( ) Fiscal
(X) Legal (copy)
( ) (Other - List:)

To be notified of Meeting:

Needed at Meeting:

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Scheduled for meeting on: March 18, 2026

Action taken:

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Follow-up:

Blue Mountain COMMUNITY COLLEGE
J. MARK BROWNING, PRESIDENT
2411 NW Carden Ave, Pendleton, OR 97801
(541) 278-5951 | www.bluecc.edu

Addendum

Workforce Training and Development Agreement

Blue Mountain Community College and Umatilla County Oregon

The parties agree to amend the original agreement in Section B, sub (i) as follows:

The College will place bilingual navigators in the following high schools located in Umatilla County:

- McLoughlin High
- Weston-McEwen
- Helix
- Echo
- Stanfield
- Hermiston
- Umatilla

The navigators will work directly with students to enhance language opportunities both Spanish to English and English to Spanish such that pathways for workforce and educational training can be realized.

One (1) navigator shall be based in Milton-Freewater and cover McLoughlin High, Weston-McEwen and Helix. One (1) navigator shall be based in Hermiston and cover Echo, Stanfield, Hermiston and Umatilla high schools.

All other applicable sections covering materials, testing, training, equipment, travel, supervision and reporting all apply.

The County agrees to expand the scope of the remaining monies in the original grant to be considered allowable and appropriate for the stated intent above.

In all other respects the agreement shall remain in effect and is ratified and affirmed by the parties.

Signed and executed this ____ day of _____ 2026.

Blue Mountain Community College	Umatilla County
_____	_____
By:	By: Daniel N. Dorran
Its:	Its: Chair, Board of Commissioners

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RECEIVED
DEC 01 2023
UMATILLA COUNTY RECORDS

WORKFORCE TRAINING AND DEVELOPMENT AGREEMENT

A. RECITALS

This agreement is entered into between UMATILLA COUNTY (hereinafter referred to as "the County"), and BLUE MOUNTAIN COMMUNITY COLLEGE (hereinafter referred to as "the College").

WHEREAS, UMATILLA COUNTY has a need to contract for short-term workforce training and community college-type educational services (ORS 344.055.3).

WHEREAS, the College has the capability of providing such services.

THEREFORE, it is agreed between the parties as follows:

B. AGREEMENT

(i) The College's Responsibilities.

The contracted services to be provided by the College will be in support of a program consisting of offering classes in the following areas: non-credit Career and Technical, Short-Term Workforce Training, General Education Diploma (GED), Spanish and English language acquisition, and Spanish for the workplace.

The College will provide only the following services:

1. The College will offer English language development courses for all levels of non-native English-speaking students to improve reading, writing, listening, and speaking in non-credit courses. Self-paced developmental math and English software and tutoring will be provided. Conversational Spanish courses for managers and supervisors will be provided; industry specific terms in Spanish will be included in the curriculum where needed. Courses will be offered in the fall, winter, spring, and summer and all courses will be taught in Hermiston, Milton-Freewater or online as determined by the appropriate Dean of the College.

2. Instructional materials and GED testing materials and vouchers will be provided to students as determined by the trainers and approved by the appropriate Dean of the College.

3. Enrollment and registration of each student and maintenance of student records.

4. The College will provide one of its employees to serve as the Part-time Coordinator for the program.

5. Professional development for the trainers and administrators will be provided as needed and approved by the appropriate Dean of the College.

6. Employment of trainers for the program. Section and approval will be based upon the hiring standards established by the College. Such selection and determination will be at the sole discretion of the College. The College will be responsible for, payroll administration; personnel records; and reimbursement at rates established by the College for any trainers that are employed.

7. Appropriate syllabi, course outlines, or descriptions of the training to be offered.

8. Arrangement for space to accommodate classroom training.

9. Receipt and allocation of funds for the program. The College will disperse funds received from the County.

10. The College will provide program updates to the County on a quarterly basis.

(ii) The County's Responsibilities.

The County shall:

1. In collaboration with the College, examine the educational needs of the residents.
2. Provide financial resources of $750,000 for workforce training, conditioned on receiving an approved syllabi for the courses.
3. Periodically consult with the designated staff of the College regarding services contracted and provided.

(iii) Budget

The contract between the College and the County shall include an annual budget setting forth expenditures for services provided to the area. The budget shall be based on the following conditions:

1. The budget must be wholly supported by funds provided by the County.

2. The College shall invoice the County once for requested funds as described in the budget.

3. In no case shall the College be responsible for any costs related to the provision of services under this Agreement.

(iv) General Provisions.

1. The performance of duties imposed by this agreement shall begin **September 1, 2023,** and terminate **June 30, 2027**. This Agreement may be terminated upon mutual agreement at any time.

2. In fulfilling instructional assignments under this contract, the methods and techniques used shall

be determined by mutual agreement, however, the College shall be solely responsible for program goals, curriculum, and for their implementation. The College is responsible for quality control, curriculum, and compliance and reporting. All programs and courses will meet the requirements set forth under the applicable State Administrative Rules and Statutes.

3. In consideration for services performed the College will be compensated 10% for administrative expenses associated with insuring compliance with the terms of the grant. These administrative costs will be part of the budget, set forth on the attached Exhibit ____.

4. Each party will indemnify and hold harmless the other party and its affiliates, assigns, officers, agents, and employees harmless from any and all liabilities, claims, debts, counterclaims, cross-claims,

5. This agreement becomes effective when signed by a representative of both Parties.

6. Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by any and all unforeseen fire, riot, civil unrest, labor unrest, pandemic, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of the Project activities under this Agreement. Either party may terminate this Agreement upon written notice to the other Party after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

7. The College shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the College shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of the College, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document the College's performance. All financial records, other records books, documents, papers, plans, records of shipments and payments and writings of the College, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." the College acknowledges and agrees that Umatilla County and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. The College shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, the College shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

8. Each provision of this Agreement is separable from the whole. If any portion of this Agreement is determined invalid, that invalidity shall not impair the remaining provisions of this Agreement.

9. It is the intention of the parties to this Agreement that this Agreement and the performance

under this Agreement shall be construed in accordance with and pursuant to the laws of the State of Oregon. Any action, special proceeding or other proceeding that is brought arising out of, or in connection with this Agreement or President's' employment, shall be heard in Pendleton, Umatilla County, Oregon, and if in a court of law shall be tried in the Circuit Court of the State of Oregon for Umatilla County, the parties waiving jurisdiction in any other court.

10. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions or any future breach, but all such terms and conditions shall continue and remain in full force and effect as no such forbearance or waiver had occurred.

11. This Agreement contains the final and exclusive agreement and understanding of the parties with respect to the subject matter of it, and supersedes all prior and contemporaneous agreement, oral or written. Except as set forth in this Agreement, there are no promises, representations, agreements or understandings, oral or written, among the parties relating to the subject matter of this Agreement.

Executed this 1st day of December, 2023.

BLUE MOUNTAIN COMMUNITY COLLEGE

By:
Its: President / CEO

UMATILLA COUNTY

By: Daniel N. Dorran
Its: Chair, Board of Commissioners

BOARD OF COMMISSIONERS UMATILLA COUNTY STATE OF OREGON

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Executed this ___ day of _____, 2023.

BLUE MOUNTAIN COMMUNITY COLLEGE

_____

By:
Its:

UMATILLA COUNTY

_____

By: Daniel N. Dorran
Its: Chair, Board of Commissioners

BOARD OF COMMISSIONERS UMATILLA COUNTY STATE OF OREGON