



**BOARD OF COUNTY COMMISSIONERS**

February 2, 2021

**PUBLIC SERVICES BUILDING**  
2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Funding Agreement with Clackamas Workforce Partnership for the Construction Career Pathways Program (C2P2)**

<b>Purpose/Outcomes</b>	Coordination of the programs described to the Board on November 17, 2020 for developing apprenticeship and promotional opportunities through the C2P2 program with Clackamas Workforce Partnership (CWP). The Board approved an allocation of \$50,000
<b>Dollar Amount and Fiscal Impact</b>	\$50,000 - Lottery funding
<b>Funding Source</b>	Business and Community Services - Lottery proceeds allocated to the County for Economic Development purposes
<b>Duration</b>	For use through June 30, 2021
<b>Previous Board Action</b>	The Board adopted the C2P2 Framework on November 17, 2020
<b>Counsel Review</b>	This agreement has been reviewed by County Counsel on Jan. 19, 2021
<b>Procurement Review</b>	Item is approved use allocation through Business and Community Services.
<b>Strategic Plan Alignment</b>	GROW A VIBRANT ECONOMY: The future prosperity of County residents will be built on good paying jobs that support families, housing affordability, a growing diverse qualified workforce, capital investments that grow current businesses, and on the availability of lands where new businesses can easily locate and expand within the County.  Equity, Diversity and Inclusion is one of the four Policy Perspectives the BCC has committed to using as a lens when making policy, operations and budget decisions.
<b>Contact Person</b>	Tracy Moreland <a href="mailto:tracymor@clackamas.us">tracymor@clackamas.us</a>
<b>Contract No.</b>	

**BACKGROUND:**

The Construction Career Pathways Project (C2P2), aims to address a lack of diversity in the skilled construction workforce in the metro area, where people of color and women face significant barriers in accessing and sustaining these careers.

In 2018, Metro and City of Portland commissioned a construction workforce market study in anticipation of upcoming public construction projects. This study clearly showed:

- Construction is a high-growth industry reporting a severe shortage in skilled workers.
- There is a need for nearly 14,000 construction workers between now and 2021.
- The need for construction workforce will only increase in the next ten years as new construction projects arise and nearly 20% of the workforce is at or near retirement age.
- The construction workforce has been historically homogenous – currently only 4% women and 20% minorities.
- People of color and women are more likely to work in the lower-paying trades.

To address these challenges, a Public Owner workgroup was convened in the summer of 2018 to develop the Construction Career Pathways Project Regional Framework. Workgroup participants included:

- City of Beaverton
- Beaverton School District
- Bureau of Labor and Industries
- Home Forward
- Metro
- Multnomah County
- North Clackamas School District
- ODOT
- Oregon Health Sciences University
- Port of Portland
- City of Portland
- Portland Community College
- Portland Public Schools
- Portland State University
- Prosper Portland
- TriMet

Over the next year this workgroup helped develop a framework providing seven essential points Public Owners should integrate in order to ensure success and move the needle toward achieving construction workforce equity.

- I. Set Clear Workforce Diversity Goals
- II. Set Project Thresholds
- III. Track and Review Progress
- IV. Develop a Workforce Agreement
- V. Implement Worksite Anti-Harassment and Culture Change Strategies
- VI. Collectively Invest in Workforce Supply
- VII. Establish Regional Collaboration

The \$50,000 allocation is to support CWP in efforts to develop apprenticeship and outreach programs through point VI above: COLLECTIVELY INVEST IN WORKFORCE SUPPLY. (See Scope of Work in Funding Agreement.)

**RECOMMENDATION:**

Staff recommends the Board approval of this funding agreement.

Respectfully submitted,

Tracy Moreland  
Policy Advisor  
County Administration

**FUNDING AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND CLACKAMAS WORKFORCE PARTNERSHIP**

THIS AGREEMENT (this "Agreement") is entered into and between **Clackamas County** ("County"), a political subdivision of the State of Oregon, and Workforce Investment Council of Clackamas County, Inc., dba **Clackamas Workforce Partnership** ("CWP"), an Oregon non-profit, collectively referred to as the "Parties" and each a "Party."

**RECITALS**

Clackamas County desires to provide CWP additional funding to support the framework and goals of the Construction Careers Pathways Project (C2P2), which was adopted by the Board of Commissioners on November 17, 2020.

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, whichever is sooner.
2. **Scope of Work and Consideration.** County agrees to grant CWP a sum not to exceed fifty thousand dollars (\$50,000.00) to accomplish the work described in Exhibit A, attached hereto and incorporated herein ("Work").
3. **Payment.** County will grant funds as one lump sum payment for use by CWP in accordance with this Agreement.
4. **Representations and Warranties.**
  - A. *CWP Representations and Warranties:* CWP represents and warrants to County that CWP 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 CWP enforceable in accordance with its terms.
  - B. *County Representations and Warranties:* County represents and warrants to CWP that County 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 County 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.

**5. Termination.**

- A.** Termination for Convenience. Either the County or CWP may terminate this Agreement at any time prior to County distributing funds to CWP. After County has distributed funds to CWP, either Party may terminate this Agreement upon 120 days written notice to the other Party. In the event a party terminates this agreement under this Section 5 A, CWP shall immediately return all unspent funds to the County.
- B.** Termination for Breach. Either the County or CWP may terminate this Agreement in the event of a breach of the Agreement by the other Party. 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. Upon termination for CWP's breach, County shall have all remedies available to it at law, in equity, or under this Agreement including, but not limited to, requiring CWP to return all unspent funds and to repay County for any funds used by CWP in violation of this Agreement.
- C.** Termination for Non-appropriation/Change in Law. Either Party may terminate this Agreement in the event either Party fails to receive expenditure authority sufficient to allow the Party, in the exercise of its reasonable administrative discretion, to perform under this Agreement. Additionally, either Party may terminate this Agreement if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited. In the event of termination under this Subsection C, CWP shall immediately return all unspent funds to the County.
- D.** Waiver. The County or CWP 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.

- E. Reservation of Remedies.** The termination of this Agreement, regardless of cause, shall not prejudice any rights or obligations accrued to the Parties prior to termination. Each party shall have all rights and remedies available to it at law, in equity, or under this Agreement.
6. **Indemnification.** Subject to the Oregon Tort Claims Act and the Oregon Constitution, CWP agrees to indemnify, hold harmless and defend County and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of CWP or CWP's employees, subcontractors, or agents. CWP shall not be required to indemnify County for any such liability arising out of negligent acts or omissions of the County. However, neither CWP nor any attorney engaged by CWP shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall CWP settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
7. **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.
8. **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 or other indication 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. Business and Community Services Director, Deputy Director, or their designee will act as liaison for the County.**

Laura Zentner  
Director, Clackamas County Business and Community Services  
150 Beaver Creek Road  
Oregon City, OR 97045  
[lzentner@clackamas.us](mailto:lzentner@clackamas.us) | (503) 742-4351

**B. Coordinating Policy Advisor from County Administration may also serve as liaison for the County.**

Tracy Moreland  
Policy Advisor, Clackamas County Administration  
2051 Kaen Road  
Oregon City, OR 97045  
[tracymor@clackamas.us](mailto:tracymor@clackamas.us) 503-278-1116

**C. Executive Director or their designee will act as liaison for CWP.**

Bridget Dazey  
**Clackamas Workforce Partnership**  
365 Warner Milne Road, Suite 202  
Oregon City, Oregon 97045  
503-657-6644  
[bridget.dazey@clackamasworkforce.org](mailto:bridget.dazey@clackamasworkforce.org)

**D. 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 County and Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and CWP that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County 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 County Court for the County of Oregon. In no event shall this section be construed as a waiver by the County 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. CWP, by execution of this Agreement, hereby consents to the in 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 including, but not limited to, the requirement that use of the funds under this Agreement be used for purposes consistent with ORS Chapter 461 and other applicable law. 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.** CWP 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. CWP 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, CWP shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- e. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of County. County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, CWP shall promptly deliver these materials to County.
- f. **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.
- g. **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.

- h. **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.
- i. **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.
- j. **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
- k. **No Third-Party Beneficiary.** CWP and County 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.
- l. **Subcontract and Assignment.** CWP 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 County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve CWP of any of its duties or obligations under this Agreement.
- m. **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.



- n. **Survival.** All provisions in Sections 4, 6, and 9 (A), (C), (D), (E), (F), (G), (H), (I), (J), (K), (N), (P), (Q), (S), and (T) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- o. **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.
- p. **Time is of the Essence.** CWP agrees that time is of the essence in the performance this Agreement.
- q. **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.
- r. **Force Majeure.** Neither CWP nor County shall be held responsible for delay or default caused by events outside of the CWP or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, CWP 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.
- s. **Confidentiality.** CWP 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 CWP or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). CWP agrees to hold Confidential Information in strict confidence, using at least the same degree of care that CWP 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.

- t. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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

**Clackamas County**

**Workforce Investment Council of  
Clackamas County, Inc. dba  
Clackamas Workforce Partnership**

\_\_\_\_\_  
Chair, Board of County Commissioners

  
\_\_\_\_\_  
Bridget Dazey, Executive Director

\_\_\_\_\_  
Date

1/15/2020  
\_\_\_\_\_  
Date

Approved as to Form:

  
\_\_\_\_\_  
County Counsel

01/19/2021  
\_\_\_\_\_  
Date

## EXHIBIT A

### SCOPE OF WORK

#### 1. Background

The Construction Career Pathways Project (C2P2), aims to address a lack of diversity in the skilled construction workforce in the metro area, where people of color and women face significant barriers in accessing and sustaining these careers.

In 2018, Metro and City of Portland commissioned a construction workforce market study in anticipation of upcoming public construction projects. This study clearly showed:

- Construction is a high-growth industry reporting a severe shortage in skilled workers.
- There is a need for nearly 14,000 construction workers between now and 2021.
- The need for construction workforce will only increase in the next ten years as new construction projects arise and nearly 20% of the workforce is at or near retirement age.
- The construction workforce has been historically homogenous – currently only 4% women and 20% minorities.
- People of color and women are more likely to work in the lower-paying trades.

To address these challenges, a workgroup was convened in the summer of 2018 to develop the Construction Career Pathways Project Regional Framework.

Over the next year this workgroup helped develop a framework providing seven essential points organizations should integrate in order to ensure success and move the needle toward achieving construction workforce equity.

- I. Set Clear Workforce Diversity Goals
- II. Set Project Thresholds
- III. Track and Review Progress
- IV. Develop a Workforce Agreement
- V. Implement Worksite Anti-Harassment and Culture Change Strategies
- VI. Collectively Invest in Workforce Supply
- VII. Establish a Regional Collaborative

C2P2 is a Metro-led initiative, with other regional municipalities working together to advance the work. In 2019, Metro approached Clackamas County about adopting the

C2P2 Framework, which the BCC did, on Nov. 17, 2020 – allocating \$50,000 in support of the effort for number six in the seven Framework points, to be overseen by CWP.

2. Use of \$50,00 Funds

CWP shall use the \$50,000 granted under this Agreement solely for one or more of the following projects:

**PROJECT 1 – Clackamas Pre-apprenticeship Program**

CWP shall provide a pre-apprenticeship program located in Clackamas County and managed by Clackamas Workforce Partnership. It is contingent on funding from other committed sources for a total of \$200,000, and would provide services and materials to a cohort of pre-apprentice participants within Clackamas County, including the following: uniform/boots, tools, career education and outreach materials, student transportation stipends, Ready to Earn Funds, student PPE and rain gear, Industry Certifications (OSHA 10 Instruction, OSHA 10 Textbooks, Financial Literacy Books, Industry Certifications - First Aid/CPR).

Other agency contributions/grant awards would fund classroom setting/services and part-time staff, including: Support Services Manager, Training Instructors, Employment Case Manager, Training Manager, and an Admissions Coordinator. *Would fund approximately 20 individual participants, if the full funding of \$200,000 is secured.*

**PROJECT 2 – Portland Metro Pre-apprenticeship Program**

CWP shall provide support of a designated number of placements in Oregon Tradeswomen, Inc. (OTI) Pre-apprentice program. OTI could hold a designated number of seats for Clackamas area participants that Clackamas area providers would recruit and prescreen for the OTI program.

\$50K – 10 participants

\$25K – 5 participants

**PROJECT 3 – Promoting the Trades**

CWP shall provide support women and people of color from both the emerging workforce and adults by assisting them to identify employment and career interests in the construction trades. Implementation of this project will mean that Clackamas area parents, teachers, and youth service providers will be better prepared to provide career information and better supported to connect youth to career-related learning experiences. Additionally, it would help to increase the

construction industry knowledge of front-line staff in the Clackamas area workforce system through industry trainings that include information from pre-apprenticeship and apprenticeship programs as well as contractors. There are several possible outreach efforts a funding allocation could support in workforce investment:

**High School Outreach** – parent, teacher and youth program provider education

**Partner Network Outreach** – Clackamas area provider education

**Partner Network Outreach**

CWP shall provide Clackamas area workforce system industry trainings, highlighting pre-apprenticeship and apprenticeship programs as well as industry information directly from contractors.

\$50K – 4 trainings, 160 total participants (per year)

\$25K – 2 trainings, 80 total participants (per year)

#### **PROJECT 4 – Support for Pre-apprenticeship Costs**

Could include support for uniform/boots, tools, career education and outreach materials, student transportation stipends, PPE, other misc. expenses.

CWP will administer the funds and work closely with County staff and both parties will report back to the BCC on progress made every six months. The report shall include a narrative summary that details how the funds provided under this Agreement have been used, which of the four project areas the funds were used towards, and other information reasonably requested by County including, but not limited to, additional information necessary for the County to fulfill its obligations under ORS Chapter 461.