



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

June 21, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an
Intergovernmental Agreement with
Clackamas Community College for 2018 – 19 GED Classes at the Clackamas County Jail

Purpose/Outcome	Clackamas Community College will provide 304 instructional hours at the Clackamas County Jail to inmates working toward their GED
Dollar Amount and Fiscal Impact	The total billable amount under this agreement is \$23,000. Clackamas Community College will bill the Clackamas County Sheriff's Office for instructional hours once per educational term.
Funding Source	The funds to cover this expense are budgeted within the Clackamas County Sheriff's Office Jail Operations and Jail Levy budgets (Fund 216, Departments 1624 and 0624).
Safety Impact	N/A
Duration	The Agreement spans the period June 25, 2018 through June 24, 2019.
Previous Board Action/Review	The Board of County Commissioners has approved similar requests in prior fiscal years.
Contact Person	Captain Lee Eby – Office phone: (503) 722-6760
Contract No.	None

BACKGROUND:

This Intergovernmental Agreement provides a valuable service to those housed at the Clackamas County Jail. As in prior fiscal years, Instructional hours for those working toward a GED will be offered at the Jail. This agreement is for the period June 25, 2018 through June 24, 2019. This Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Clackamas County Sheriff's Office Staff recommends that the Board of County Commissioners approve and sign this cooperative Intergovernmental Agreement with Clackamas Community College.

Respectfully submitted,

Craig Roberts,
Sheriff

INTERGOVERNMENTAL AGREEMENT FOR EDUCATIONAL SERVICES AND SKILLS DEVELOPMENT

This agreement is entered into this 21st day of June 2018, by and between Clackamas Community College, hereinafter referred to as the “College” and Clackamas County, by and through the Clackamas County Sheriff’s Office hereinafter referred to as “CCSO”.

Whereas, both the College and CCSO desire to jointly plan, promote, and sponsor programs for inmates in the Clackamas County Jail and, whereas, CCSO desires to engage the College to render specific educational services. Therefore, in consideration of the sum of \$23,000 to be paid by CCSO, the College agrees to offer the following professional services: GED courses in the Clackamas County Jail four days per week each term, for four terms, which will total 304 instructional hours during the period June 25th, 2018 through June 24th, 2019. Costs associated with the delivery of services are directly related to hourly wage, plus taxes and benefits, for instructor during the contract period.

In addition, the College and CCSO agree as follows:

- A. **The College will:** 1. Recruit and hire qualified instructor(s). 2. Provide general liability and Worker’s Compensation insurance coverage for instructor(s). 3. Confirm a class schedule that is mutually agreeable to both parties hereto prior to the start of each term. 4. Maintain a supervisory role for instructors and staff who shall at all times remain solely the employee (s) of the College.
- B. **CCSO will:** 1. Provide appropriate classroom facilities within the Clackamas County Jail. 2. Appoint a liaison to work with the College to carry out the obligations of this agreement. 3. Inform the College, in a timely manner, of any changes or conflicts with regularly scheduled classes. 4. Assist with student registration according to College policies and procedures.
- C. **The College will:** 1. Bill CCSO in writing for educational services rendered each term. 2. Bill CCSO in writing for GED2014 ® fees associated with individual testing needs during contract period. 3. CCSO payment to the College will be due within thirty (30) days of receipt of written bills or invoices. Bills or invoices not paid within 30 days will incur a \$15 service charge.
- D. If CCSO wishes to cancel this agreement for any reason it may do so by providing written notice that shall be effective immediately upon delivery to College. In the event of cancelation of this agreement the College may bill CCSO for all instructional costs

incurred prior to delivery of written notice of cancellation, to be determined at the time of cancellation by the College.

- E. The College is subject to Americans with Disabilities Act (ADA). By signing this agreement CCSO agrees to work with the College in addressing any accommodation requirements made by program participants as required under ADA.
- F. Subject to the applicable limitations of the Oregon Tort Claims Act and the Oregon Constitution, each party hereto agrees to indemnify, defend and hold harmless the other party and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to acts or omissions of the party and its officers, agents and employees, in performance of this agreement.

COLLEGE

CCSO

CCSO designates as contact person:

VP of College Services Date

Captain Lee Eby

Name

Clerk/Deputy Clerk Date

Authorized by: Date
Jim Bernard, Chair
Clackamas County Board of Commissioners