



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 9, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with Clackamas Community College to provide scholarships to student education programs. Total Value is \$ 70,000 for 1 year. Funding through County Lottery Dollars. No County General Funds are involved.

Previous Board Action/Review	Issues: February 7, 2023 - Lottery Dollars for Workforce Development		
Performance Clackamas	Grow a vibrant economy.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Laura Edmonds	Contact Phone	503-742-4366

EXECUTIVE SUMMARY: On February 7, 2023 the Board directed staff from the Office of Economic Development (OED) to develop an agreement with Clackamas Community College (CCC) to provide scholarships to CCC student education programs. With that direction staff has collaborated with CCC, with the assistance of County Counsel, to develop the attached IGA for your consideration. With approval of this IGA funds will be directed to expand scholarship offering to add expedited career pathways for two year programs, with a desired outcome of increasing jobs that meet the self-sufficiency standard wage.

RECOMMENDATION: Staff respectfully recommends the Board approve the IGA and authorize the Chair to sign the agreement on the Boards behalf.

Respectfully submitted,

Dan Johnson

Dan Johnson – Director
Department of Transportation and Development

For Filing Use Only

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CLACKAMAS COMMUNITY COLLEGE**

THIS AGREEMENT (this “Agreement”) is entered into and between **Clackamas County** (“County”), a political subdivision of the State of Oregon, and **Clackamas Community College** (“CCC”), a unit of local government, collectively referred to as the “Parties” and each a “Party.”

RECITALS

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.

The County has identified the critical need to support a workforce initiative that economically benefits residents and employers through community college programs. This initiative centers on ensuring that a growing diverse workforce has access to skill-based training that develops relevant skills needed by employers within industry sectors that historically provide sustainable living-wage jobs, including and not limited to: horticulture programs that could include agriculture and timber, along with health care, manufacturing, automotive, utilities/renewable energy and information technology (IT).

In order to catalyze workforce development through relevant skill-based programs, the County is collaborating with CCC, supported by its respective departments, including but not limited to: Horticulture, Technology, Applied Science and Public Services (TAPS). CCC is positioned to provide traditional two-year associates degree as well as certificates that can be achieved in one year or less. It has the instructional expertise and capacity to provide quality hands-on training to college students desiring technical skills, providing more than 90 career technical programs across three college campuses—Oregon City, Harmony and Wilsonville.

CCC will provide college students with skills-based training and work-based experiences with businesses through a multi-faceted scholarship-fund program created through funding by the County. The fund will provide a promising pathway for low-income students and those students who are looking for new career opportunities due to displacement by COVID -19 to pursue technical careers by removing economic barriers so that students gain access to hands on training experiences and complete their education.

Therefore, the partnership between the County and CCC as proposed here is structured to implement educational programs that will directly impact students and the County’s workforce needs.

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 April 30, 2024, whichever is later. This Agreement may be amended or renewed each year upon written consent by both parties.
2. **Scope of Work.** CCC agrees to distribute funds provided by the County as scholarships for its students as further described in Exhibit A, attached hereto and incorporated by this reference herein ("Work").
3. **Consideration.** The County agrees to grant, from available and authorized funds, a sum not to exceed seventy thousand dollars (**\$70,000**) (the "Funds") to CCC for accomplishing the Work required by this Agreement. Funds may be used for eligible purposes described in Exhibit A during the period beginning March 1, 2023, through April 30, 2024.
4. **Payment.** Within thirty (30) days from the effective date of this Agreement, County will grant CCC the Funds in a single lump sum payment for use by CCC in accordance with this Agreement.
5. **Representations and Warranties.**
 - A. *CCC Representations and Warranties:* CCC represents and warrants to County that CCC 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 CCC enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to CCC 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.
6. **Termination.**
 - A. **Termination for Convenience.** Either the County or CCC may terminate this Agreement at any time prior to County distributing funds to CCC. After County has distributed funds to CCC, 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 6 A, CCC shall immediately return all unspent funds to the County.
 - B. **Termination for Breach.** Either the County or CCC 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 CCC's breach, County shall have all remedies available to it at law, in equity, or under this Agreement including, but not limited to, requiring CCC to return all unspent funds and to repay County for any funds used by CCC 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 Section D, CCC shall immediately return all unspent funds to the County.
- D. Waiver.** The County or CCC 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.

7. Indemnification.

- A.** Subject to the Oregon Tort Claims Act and the Oregon Constitution, CCC 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 CCC or CCC's employees, subcontractors, or agents. CCC shall not be required to indemnify County for any such liability arising out of negligent acts or omissions of the County. However, neither CCC nor any attorney engaged by CCC 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 CCC 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.

- 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 at 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. Office of Economic Development, Economic Development Manager, or their designee will act as liaison for the County.

Laura Edmonds
Economic Development Manager, Clackamas County Office of Economic Development
150 Beaver Creek Road
Oregon City, OR 97045
ledmonds@clackamas.us | (503) 742-4366

Cindy Moore
Interim Senior Economic Development Coordinator, Clackamas County Office of Economic Development
150 Beaver Creek Road
Oregon City, OR 97045
cmoore@clackamas.us | (503) 742-4328

B. Armetta Burney or their designee will act as liaison for CCC.

Armetta Burney
Dean of Technology, Applied Science and Public Services
Clackamas Community College
19600 Molalla Ave.
Oregon City, OR 97045
armetta.burney@clackamas.edu (503) 594-3440

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 County and Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and CCC 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. CCC, 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. 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.** CCC 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. CCC 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, CCC shall permit the County’s 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.** CCC 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.
- K. Subcontract and Assignment.** CCC 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 CCC 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 5, 7, and 10 (A), (C), (D), (E), (F), (G), (H), (I), (J), (M), (P), (R), and (S) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- 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. Time is of the Essence.** CCC agrees that time is of the essence in the performance this Agreement.
- P. 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.
- Q. Force Majeure.** Neither Party shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; fires; natural calamities; riots; or requirements of governmental agencies. However, Parties 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.

R. Confidentiality. CCC 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 CCC or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). CCC agrees to hold Confidential Information in strict confidence, using at least the same degree of care that CCC 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.

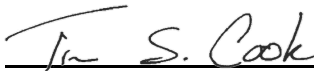
S. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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

Clackamas County

Clackamas Community College

Chair, Board of County Commissioners



Tim Cook President

Date

February 27, 2023

Date

Approved as to Form:



County Counsel

02/28/2023

Date

Exhibit A

SCOPE OF WORK

Workforce Education Scholarship Fund

The partnership established between Clackamas County (“County”) and Clackamas Community College (“CCC”) is fourfold:

- Mobilize students who will meet workforce needs of employers in the county
- Provide resources to low-income students to catalyze completion and obtain good living-wage jobs in tech careers
- Create access to skill-based instruction that is relevant to industry
- Target workforce development in growth sectors, including but not limited to: health care, manufacturing, automotive, utilities/renewable energy, and IT.

Scope of Work

CCC and its respective faculty and departments will identify up to 50 students enrolled in their last year of their CTE programs to be awarded scholarships using funds provided by County under this Agreement. The scholarship awards will remove economic barriers so college students can complete their programs and enter workforce with skills needed for success.

Work provided by CCC includes:

- Manage recruitment, selection and funding of students enrolled in programs
- Award student funding over academic terms in 2022/23
- Make regular progress reports to County to assess scholarship impacts
- Award up to \$3,000 per/student in one or all three of the following areas:
 - Paid internships/apprenticeship
 - Place students in cooperative work experiences guided by instructors
 - Guide students to local businesses and receive on-site training
 - Businesses may be asked to assist with matching funds for student equipment and/or wages
 - Students obtain network connections and business gains experience of work environment of future employer
 - Tuition and fees
 - Provide financial assistance needed to finish coursework and/or pay for certification/license fees
 - Empowers students to focus on completion and future employment
 - Provide tuition assistance for final terms of study, (up to 12 credits)
 - Tech tools and uniforms for hire
 - Give students capacity to purchase tools, materials and uniforms needed to complete training and gain living-wage jobs
 - Remove the problem of using scarce funds to buy low quality, low cost tools that will not last in the workplace

- Childcare needed for education completion
 - Provide funding to pay for cost of childcare that will provide student opportunity to complete education requirements

CCC will administer the funds and work closely with County staff and both parties will report back to the County 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 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.

Monitoring. CCC agrees to allow access to conduct financial and performance audits for the purpose of monitoring in accordance with Generally Accepted Auditing Standards (“GAAS”). County, and its duly authorized representatives, shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of CCC that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. CCC also agrees to provide reasonable access to County’s employees for the purpose of monitoring. Audits may be performed onsite or offsite, at the County’s discretion. If any audit or financial review finds that payments to CCC were in excess of the amount to which CCC was entitled, then CCC shall repay that amount to County.

Financial Management. CCC shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.