



# Clackamas County Sheriff's Office

ANGELA BRANDENBURG  
Sheriff

August 17, 2021

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 2021-2022 GED classes at the Clackamas County Jail

<b>Purpose/Outcome</b>	Clackamas Community College will provide 304 instructional hours at the Clackamas County Jail to adults in custody working toward their GED
<b>Dollar Amount</b>	\$29,650.00
<b>Funding Source</b>	The funds to cover this expense are budgeted within the Clackamas County Sheriff's Office Jail Operations and the Jail Levy budgets
<b>Duration</b>	The agreement terminates on June 30, 2022
<b>Strategic Plan Alignment</b>	Provides education services to adults in custody so they can prepare for release and become productive members of society
<b>Previous Board Action/Review</b>	The Board of County Commissioners has approved similar requests in prior fiscal years
<b>Counsel Review</b>	AN 8/9/2021
<b>Contact Person</b>	Captain Lee Eby – (503) 722-6760
<b>Contract No.</b>	None

**BACKGROUND:**

This Intergovernmental Agreement provides valuable education services to those housed at the Clackamas County Jail by providing instructional hours for those working toward a GED.

**RECOMMENDATION:**

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

Respectfully submitted,

Angela Brandenburg  
Sheriff

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
CLACKAMAS COMMUNITY COLLEGE AND CLACKAMAS COUNTY SHERIFF'S OFFICE  
FOR EDUCATIONAL SERVICES AND SKILLS DEVELOPMENT – GED COURSES**

This Intergovernmental Agreement ("Agreement") is entered into by and between CLACKAMAS COMMUNITY COLLEGE, an Oregon municipal corporation ("College"), and CLACKAMAS COUNTY, a political subdivision of the State of Oregon, by and through the Sheriff's Office ("CCSO"), collectively referred to as the "Parties" and individually as "Party."

**RECITALS**

Whereas, 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;

WHEREAS, both College and the 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 to assist inmates with skills development geared towards attaining a certificate of General Education Development (GED);

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants of the parties set forth in this agreement, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**1. SCOPE OF WORK AND AGREEMENT DOCUMENTS.** College agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work"). The Agreement documents shall consist of, and any conflicts shall be resolved in the following priority.

- a. This Intergovernmental Agreement;
- b. The exhibit(s) to this Agreement

**2. Term.** This Agreement shall be effective upon receipt of signatures from all parties until not later than June 30, 2022.

**3. Consideration.** CCSO agrees to pay College, from available and authorized funds, a sum not to exceed twenty-nine thousand and six hundred fifty dollars (\$29,650.00) for accomplishing the Work required by this agreement. Costs associated with the delivery of services are directly related to an hourly wage, plus taxes and benefits, for the instructor during the term of this Agreement.

**4. Payment.** College will invoice CCSO in writing for services delivered each term. College will bill CCSO in writing for GED2014 ® fees associated with individual testing needs during the agreement term. Payment shall be due within thirty (30) days of receipt of invoice.

**5. Representations and Warranties.**

- a. College Representations and Warranties: College represents and warrants to County that College 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 college enforceable in accordance with its terms.
- b. CCSO Representations and Warranties: CCSO represents and warrants to college 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. Either party may terminate this agreement in full, or in part, at any time if that party (the "terminating party") has determined, in its sole discretion, that the other party has failed to comply with the conditions of this agreement and is therefore in default (the "defaulting party"). The terminating party shall promptly notify the defaulting party in writing of that determination and document such default as outlined herein. The defaulting party shall have thirty (30) days to cure the default described by the terminating party. If the defaulting party fails to cure the default within such thirty (30) day period, then this agreement shall terminate ten (10) days following the expiration of such thirty (30) day period.
- b. Either party may terminate this agreement in the event it fails to receive expenditure authority sufficient to allow the terminating party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or the terminating party is prohibited from paying for such work from the planned funding source.
- c. Either party may terminate this Agreement at any time upon thirty (30) days' written notice to the other party.
- d. CCSO or College 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. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

**7. Indemnification.**

- a. College, to the maximum extent permitted by law and subject to the limits of the Oregon Tort Claims Act (ORS Chapter 30) and the Oregon Constitution, shall defend, indemnify, and save harmless CCSO and CCSO's officers, employees, and agents from and against any liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from College's negligent acts or omissions.
- b. CCSO, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act (ORS Chapter 30) and the Oregon Constitution, shall defend, indemnify, and save harmless College and College's officers, employees, elected officials, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from CCSO's negligent acts or omissions.

**8. Insurance.** Each party shall maintain insurance levels or self-insurance in accordance with ORS 30.282 for the duration of this agreement at levels necessary to protect against public body liability as set forth in ORS 30.270. In addition, each party shall ensure that any contracts it enters into with third party contractors to perform obligations under this agreement shall include both parties and each party's officers, elected officials, employees, and volunteers as additional insureds evidenced by an endorsement and a certificate of insurance.

**9. 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.

**10. Assignment.** No party may assign any of its rights or responsibilities under this agreement without prior written consent from the other party, except that a party may delegate or subcontract for performance of any of its responsibilities under this agreement.

**11. 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.

**12. Notices.** 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:

College: Stephanie Murphy  
19600 Molalla Ave  
Oregon City, OR 97045  
Stephanie.murphy@clackamas.edu  
Phone: 503-594-3392

County: Captain Lee Eby  
2223 Kaen Rd.  
Oregon City, OR 97045  
Phone: 503-722-6760

**13. 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 Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between CCSO and College 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 District Court for the District of Oregon. In no event shall this section be construed as a waiver by CCSO 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. College, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

**14. 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.

**15. Access to Records.** College 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. College 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, College shall permit the CCSO’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.

**16. 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.

**17. Severability.** If any covenant or provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

**18. Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to the Colton Fire District Training Program. No waiver, consent, modification, amendment, or other change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

**19. Force Majeure.** Neither College nor CCSO shall be held responsible for delay, default, or termination of agreement caused by any contingency beyond their normal control, including, but not limited to fire, terrorism, riot, acts of God, or war (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 or requirements of governmental agencies.

**20. No Third-Party Beneficiary.** College and CCSO 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.

**21. Confidentiality.** College 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 the college or its employees or agents in the performance of this agreement shall be deemed confidential information of CCSO ("Confidential Information"). College agrees to hold Confidential Information in strict confidence, using at least the same degree of care that college 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.

**22. Survival.** All provisions in sections 7, 13, 14, 15, 16, 17, 18, 20, 21, 22, and 25, shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

**23. 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.

**24. Counterparts; Facsimile Execution.** This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals. Facsimile or email signatures shall operate as original signatures with respect to this agreement.

**25. 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 WHEREOF, the following individuals hereby certify that they are authorized representatives of the parties and duly authorized by law to bind the principals by printing their names and affixing their signatures hereto.

**Clackamas Community College**

**By:**

Alissa Mahar, Vice President

Digitally signed by Alissa Mahar,  
Vice President  
Date: 2021.08.11 12:14:07 -07'00'

\_\_\_\_\_  
Signature

Alissa Mahar VP of College Services  
\_\_\_\_\_  
Printed Name & Title

8/11/2021  
\_\_\_\_\_  
Date

**Clackamas County Sheriff's Office**

**By:**

*Angela Brandenburg*  
\_\_\_\_\_

Signature

Angela Brandenburg - Sheriff  
\_\_\_\_\_  
Printed Name & Title

8/11/2021  
\_\_\_\_\_  
Date

**Clackamas County Board of Commissioners**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

**EXHIBIT A**  
**SCOPE OF WORK**

**College will provide the following:**

- a. Provide GED courses time in the Clackamas County jail four days per week each term, for four terms, which will total 304 hours of instructional hours during the term of the Agreement.
- b. Recruit and hire qualified instructors to teach the classes.
- c. Maintain a supervisory role for instructors and staff who shall at all times remain employee(s) of the college. Instructors are solely the employees of College.
- d. Confirm with CCSO the class schedule before the start of each college term.
- e. Provide Worker's Compensation and General Liability insurance coverage for instructors. Certificates of Insurance shall be provided upon request.

**CCSO will:**

- a. Provide appropriate facilities for classes to be held.
- b. Appoint a liaison to work with College on implementing and coordinating the services.
- c. Notify College, in a timely manner, of any changes or conflicts with regularly scheduled classes.
- d. Assist with participant registration for classes according to College policies and procedures and calendar deadlines.

**College and CCSO Agree:**

- a. It is the preference of both parties that instructors assigned to work under this Agreement be fully vaccinated against COVID-19. Instructors who do not wish to become vaccinated or show proof of full vaccination may be denied access to the facility at the discretion of CCSO.