



# Clackamas County Sheriff's Office

ANGELA BRANDENBURG  
Sheriff

December 1, 2022

Board of County Commissioners  
Clackamas County


**Approval of an Intergovernmental Agreement with Clackamas Community College to provide General Educational Development instruction at the Clackamas County Jail. Contract value is \$98,487 for 3 fiscal years. Funding is through the Inmate Welfare Fund Account. No County General Funds are involved.**

<b>Purpose/Outcome</b>	Approve Intergovernmental agreement between Clackamas County and the Clackamas Community College for GED instruction
<b>Dollar Amount and Fiscal Impact</b>	This is a multi-year agreement with a maximum contract value of <b>\$98,487</b> . The following is a breakdown of the maximum contract value per each fiscal year: - <b>FY2022-23 - \$31,550</b> - <b>FY2023-24 - \$32,812</b> - <b>FY2024-25 - \$34,125</b>
<b>Funding Source</b>	Inmate Welfare Funding ORS 169.685
<b>Duration</b>	Effective upon execution and shall expire on June 30, 2025
<b>Previous Board Action/Review</b>	CCSO provided a briefing at the Issues Meeting on 11/29/2022 to the Board of County Commissioners
<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>Counsel Review</b>	Date of Counsel review: 11/4/2022 Andrew Naylor
<b>Procurement Review</b>	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Item is an Intergovernmental Agreement
<b>Contact Person</b>	Captain Lee Eby – 503.722.6760
<b>Contract No.</b>	N/A

**BACKGROUND:** This intergovernmental agreement provides valuable education instruction services to Adults in Custody housed at the Clackamas County Jail. The College will promote and sponsor education programs geared toward the attainment of a Certificate of General Education Development

**RECOMMENDATION:** Staff recommends approval of this Intergovernmental agreement and requests the Chair of the Board of County Commissioners, or their designee, sign on behalf of the County

Respectfully submitted,

  
Jenna Morrison  
Undersheriff

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

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County" or "CCSO"), a political subdivision of the State of Oregon, and Clackamas Community College (Agency), an Oregon municipal corporation, 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 requested, and the Agency has agreed to jointly plan, promote and sponsor education programs for inmates housed in the Clackamas County Jail.

The County desires to engage the Agency to render specific educational services to assist inmates with skill development geared toward attainment of a Certificate of General Education Development (GED).

The Agency agrees to engage a qualified Teaching Assistant during GED education class time.

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, 2025, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed Ninety-Eight Thousand, Four Hundred Eighty-Seven Dollars (\$98,487.00) for accomplishing the work required in this Agreement. Consideration is on a time and material basis in accordance with Exhibit B, attached hereto and incorporated by this reference herein.

The following is a breakdown of the maximum amount provided from the County to the Agency for each fiscal year for services rendered in this agreement:

**FY2022-23 \$31,550.00**

**FY2023-24 \$32,812.00**

**FY2024-25 \$34,125.00**

4. **Payment.** Unless otherwise specified, the Agency shall submit detailed invoices for Work performed and shall include the total amount billed to date by the Agency prior to the current invoice at the completion of each school term. Invoices shall describe all

Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The fee schedule for services is outlined in Exhibit B of this document for FY2022-23. The fee schedule is subject to annual review/modification by both County and Agency liaisons and may be updated upon mutual written consent of both Parties.

Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.

**5. Representations and Warranties.**

- A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency 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 Agency enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to Agency 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. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. 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.
- C. The County or the Agency 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.
- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way

that either the Project under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.

- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

**7. Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

- 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 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. The Clackamas County Sheriff's Office (CCSO) Jail Captain or their designee will act as the liaison for the County.

**Contact Information:**

Lee Eby, Jail Captain – Clackamas County Sheriff's Office  
Desk: 503-722-6760  
Email: [leeby@clackamas.us](mailto:leeby@clackamas.us)

**Finance Contact:**

Nancy Artmann, Finance Manager – Clackamas County Sheriff's Office  
Desk: 503-785-5012  
Email: [nartmann@clackamas.us](mailto:nartmann@clackamas.us)

The Clackamas Community College Interim VP of Finance or their designee will act as liaison for the Agency.

**Contact Information:**

Jeff Shaffer, Interim VP of Finance – Clackamas Community College  
Email: [jeff.shaffer@clackamas.edu](mailto:jeff.shaffer@clackamas.edu)

**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 Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency 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 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. Agency, by execution of this Agreement, hereby consents to the in personal 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.** Upon default, the non-defaulting party shall have all rights and remedies available to it at all, in equity, or under this Agreement. 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.** Agency 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. Agency 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, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

**E. Reserved**

**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.** Agency 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.** Agency 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 Agency 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 5, 7, and 10 (A), (C), (D), (F), (G), (H), (I), (J), (K), (N), (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.** Agency 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 Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency 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.** Agency 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 Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency 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**

**Clackamas Community College**

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

Digitally signed by Jeff Shaffer  
DN: cn=Jeff Shaffer, o=Clackamas  
Community College, ou,  
email=jeff.shaffer@clackamas.edu, c=US  
Date: 2022.11.17 10:18:43 -08'00'

**Jeff Shaffer**

\_\_\_\_\_  
Jeff Shaffer, Interim VP of Finance,  
Operations and Strategic Partnerships  
(CFO)

11/17/2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Exhibit A

### SCOPE OF WORK

The Agency shall provide GED courses at the Clackamas County jail four days per week each term for twelve terms, which will total 304 hours of instructional hours during each fiscal year of this Agreement. The total instructional hours on this award total 912 hours.

Agency shall recruit and hire qualified instructors to teach the classes.

Agency shall maintain a supervisory role for instructors and staff who shall at all times remain employee(s) of the Agency. Instructors are solely the employees of the Agency, and Agency shall be solely responsible for all employment and human resource functions for the instructors including, but not limited to, worker's compensation, leave, discipline, and supervision. Agency shall provide County certificates of insurance demonstrating the instructors are covered by Agency's insurance policies upon written request by County.

Agency shall confirm with County the class schedule before the start of each college term.

County agrees to provide appropriate facilities for GED classes to be held. By execution of this Agreement, Agency hereby acknowledges that it will be providing classes at the Clackamas County Jail and hereby assumes any and all risks arising out of such performance on County property.

The County shall appoint a liaison to work with Agency on implementing and coordinating the services.

County will notify the Agency, in a timely manner, of any changes or conflicts with regularly scheduled classes.

County will assist with participant registration for classes according to Agency policies and procedures and calendar deadlines.

#### **Both the County and Agency agree:**

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 the County.

Instructors entering County property must comply with all of the County's rules, regulations, and policies regarding such property.

## Exhibit B

### Rate Schedule

The County and Agency have agreed to the following rate schedule for FY2022-23. This schedule is subject to annual updates upon written consent of both the Agency and the County.

Part-Time Faculty: \$83.53 hourly  
Office Hours: \$41.08 hourly  
Teaching Assistant: \$20.00 hourly  
Proctor Services: \$40.00 hourly

GED Exam: County shall be invoiced \$38.00 per each GED exam

CCSO shall also cover mileage for employees traveling from their workplace to the County Jail at the mileage rate from the Internal Revenue Service during the time service is performed. The rate for the remainder of the calendar year 2022 is 62.5 cents per mile.

# COVER SHEET

New Agreement/Contract

Amendment/Change/Extension to \_\_\_\_\_

Other \_\_\_\_\_

Originating County Department: Clackamas County Sheriff's Office

Other party to contract/agreement: Clackamas Community College

Document Title:

Approval of an Intergovernmental Agreement with Clackamas Community College to provide General Educational Development instruction at the Clackamas County Jail. Contract value is \$98,487 for 3 fiscal years. Funding is through the Inmate Welfare Fund Account. No County General Funds are involved.

After filing please return to:

Mike Morasko

County Admin

Procurement

If applicable, complete the following:

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Board Agenda Date/Item Number: \_\_\_\_\_