



DAN JOHNSON
DIRECTOR

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

August 7, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Intergovernmental Agreement with Clackamas Community College for Career and Technical Education program scholarships. Agreement Value is \$100,000 for 1 year. Funding is through Oregon Lottery dollars. No County General Funds are involved.

Previous Board Action/Review	Issues/Updates June 17, 2025, Agenda item: Lottery Dollars: Membership Dues Request		
Performance Clackamas	Grow a vibrant economy		
Counsel Review	Yes, CH	Procurement Review	No
Contact Person	Laura Edmonds	Contact Phone	503-742-4366

EXECUTIVE SUMMARY: The Office of Economic Development has developed a program with Clackamas Community College (CCC) to provide \$100,000 in scholarships for FY25/26 to CCC students enrolled in CTE programs. The scholarships granted through this IGA provide the opportunity for students enrolled in CTE programs to enter the workforce at higher wages that support self-sufficiency.

RECOMMENDATION: Staff respectfully recommends the BCC approve the IGA with CCC to provide \$100,000 in scholarship funds for students enrolled in Career and Technical Education (CTE) programs.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director, Department of Transportation and Development

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

THIS AGREEMENT is entered into by and between **CLACKAMAS COUNTY**, a political subdivision of the State of Oregon (“County”), and **CLACKAMAS COMMUNITY COLLEGE**, a community college district of the State of Oregon (“CCC”), together referred to as the “Parties” and each a “Party.”

RECITALS

- A.** ORS 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.
- B.** County has identified a 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 training that develops the skills needed by employers within industry sectors that have historically provided sustainable living-wage jobs, including, but not limited to, agriculture and timber, health care, manufacturing, automotive, utilities and renewable energy, and information technology (IT).
- C.** In order to catalyze workforce development through relevant skills-based programs, County is collaborating with CCC, supported by its departments including, but not limited to, Horticulture as well as Technology, Applied Science and Public Services (TAPS). CCC is positioned to provide traditional two-year associate’s degrees 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.
- D.** CCC will provide college students with skills-based training and work-based experiences with local businesses through a multi-faceted scholarship-fund program created through County funding. The program will provide a promising pathway for low-income students and students who are looking for new opportunities due to displacement by COVID-19 to pursue technical careers by removing economic barriers so that those students can gain access to hands-on training experiences and complete their education.
- E.** The partnership between County and CCC, as proposed here, is structured to implement educational programs that will directly impact students and Clackamas County’s workforce needs.
- F.** On June 17, 2025, the Clackamas County Board of Commissioners appropriated one hundred thousand dollars (\$100,000.00) in funding to support this partnership.

TERMS

NOW, THEREFORE, 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:

- 1. Term.** This Agreement shall be effective upon execution by the Parties and shall expire on June 30, 2026, unless otherwise terminated or extended as provided herein.
- 2. Funding.** County shall grant CCC a sum not to exceed one hundred thousand dollars (\$100,000.00) (the "Funds"). CCC shall use the funds solely for the purposes set forth in Exhibit A, attached hereto and incorporated herein by this reference.
- 3. Monitoring.** CCC shall allow County access to conduct financial and performance audits for the purpose of monitoring use of the Funds in accordance with Generally Accepted Auditing Standards. County and its duly authorized representatives shall have access to such records, 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 shall provide County reasonable access to its employees for the purpose of monitoring. Audits may be performed onsite or offsite, at 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.
- 4. Reporting.** CCC shall provide reports to County as set forth in Exhibit A.
- 5. Financial Management.** CCC shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain documentation of all uses of the Funds.
- 6. Payment.** Upon execution of this Agreement, CCC shall remit an invoice to County for full payment of the Funds. County shall grant CCC the Funds in a single payment to be made within thirty (30) days of County's receipt of the invoice.
- 7. Representations and Warranties.**
 - A. CCC's Representations and Warranties.** CCC represents and warrants to County that CCC has the power and authority to enter into and perform this Agreement and that this Agreement, when executed and delivered, shall be a valid and binding obligation of CCC, enforceable in accordance with its terms.
 - B. County's Representations and Warranties.** County represents and warrants to CCC that County has the power and authority to enter into and perform this

Agreement and that 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.

8. Termination.

- A. **Termination for Convenience.** Either Party may terminate this Agreement at any time prior to County distributing the Funds to CCC. After County has distributed the Funds to CCC, either Party may terminate this Agreement upon 30 days' written notice to the other Party. In the event a Party terminates this agreement under this Section, CCC shall immediately return all unspent funds to County.
- B. **Termination for Breach.** Either Party 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 or Change in Law.** Either Party may terminate this Agreement in the event County fails to receive expenditure authority sufficient to allow County, 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, CCC shall immediately return all unspent funds to County.
- D. **Waiver.** Neither Party shall 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.

9. Indemnification. CCC agrees to indemnify, hold harmless, and defend County and its officers, elected officials, agents, and employees from and against all claims, actions, losses, and liabilities, including reasonable attorney and accounting fees, and expenses incidental to the investigation and defense thereof, arising out of or based upon CCC's acts or omissions in performing under this Agreement, including, but not limited to, any claim that CCC used the Funds for ineligible purposes under ORS 461.540. However, neither CCC nor any attorney engaged by CCC shall defend the claim in the name of County or any of its departments, or purport to act as legal representative of County or any of its departments, without first receiving authority from the Clackamas County Counsel's Office to do so, 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. CCC shall not be required to indemnify County for any such liability arising out of negligent acts or omissions of County.

10. 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.

11. Notices and Contacts. Legal notice provided under this Agreement shall be sent by certified mail, sent by email, or personally delivered to the individuals identified below. Any communication or notice sent by certified mail shall be deemed to be given upon receipt. Any communication or notice sent by email shall be deemed to be given two (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 personally delivered shall be deemed to be given when actually delivered. Either Party may change their contact information, or their invoice or payment address, by giving prior written notice thereof to the other Party.

A. 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

B. CCC.

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

12. General Provisions.

- A. Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it, shall 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 CCC that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of the State of Oregon for Clackamas County; provided, however, that, if a claim must be brought in a federal forum, 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 County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction of any court.
- B. Compliance with Applicable Law.** The Parties shall comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations, including, but not limited to, the requirement that the Funds be used for purposes consistent with ORS chapter 461 and other applicable law. 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 a different time, 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 for a minimum of six (6) years following termination or expiration of this Agreement, or for 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 GAAP. All other records shall be maintained to the extent necessary to clearly reflect actions taken. During this record

retention period, CCC shall permit 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 the 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, to 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 Funds. 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 Contractors.** Each Party 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 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 County, which shall be granted or denied in 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, and all of which shall constitute the same instrument.
- M. Survival.** All provisions in Sections 7, 9, and 12 (A), (C), (D), (E), (F), (G), (H), (I), (J), (M), (O), and (Q) 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. Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective authorized successors and assigns.
- P. Force Majeure.** Neither Party shall be held responsible for delay or default caused by events outside of that Party's reasonable control, including, but not limited to, fire, terrorism, riot, acts of God, or war. However, CCC shall make all reasonable efforts to remove or eliminate the cause of such delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- Q. 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 attorney fees and expenses.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth beneath their names below.

Clackamas County

Craig Roberts
Chair, Board of County Commissioners

Date

Approved as to Form:

Caleb Huegel
County Counsel

7/17/2025
Date

Clackamas Community College

Jeff Shaffer Digitally signed by Jeff Shaffer
Date: 2025.07.17 16:41:50
-07'00'

Jeff Shaffer
Vice President of Finance and
Operations/CFO

Date

EXHIBIT A

Use of Funds. The Funds are included in the Clackamas County Office of Economic Development's FY 2025-26 adopted budget. The Funds are proceeds from the Oregon State Lottery and, as such, are subject to the limitations of use set forth in Article XV, section 4, of the Oregon Constitution and ORS 461.540. Use of the Funds is restricted to the following:

- Creating jobs;
- Furthering economic development in Oregon; and
- Financing public education.

The purpose of the partnership established between County and CCC is fourfold:

- To mobilize students who will meet the workforce needs of employers in the county;
- To provide resources to low-income students to catalyze the completion of their education and to help them obtain good living-wage jobs in tech careers;
- To create access to skills-based instruction that is relevant to industry; and
- To target workforce development in growth sectors, including, but not limited to, health care, manufacturing, automotive, utilities and renewable energy, and IT.

CCC and its faculty and departments shall recruit and select an estimated 50 or more students enrolled in career and technical education (CTE) programs during the 2025-26 academic year to be awarded scholarships using the Funds. The scholarship awards will remove economic barriers so that college students can complete their programs and enter the workforce with the skills needed for success.

Specifically, CCC agrees to award up to \$3,500 per student in one or more of the following areas:

- Paid internships/apprenticeships
 - Place students in cooperative work experiences guided by instructors
 - Guide students to local businesses where they can receive on-site training
 - Businesses may be asked to assist with matching funds for student equipment and/or wages
 - Students obtain network connections and experience in work environment of future employer
- Tuition and fees
 - Provide financial assistance needed to complete 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
- Tech tools and uniforms for hire
 - Give students capacity to purchase tools, materials, and uniforms needed to complete training and obtain 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 and general expenses needed for education completion
 - Provide funding to pay for cost of childcare that will provide students the opportunity to complete their education requirements
 - Provide funding to pay for rental assistance, auto repairs, and fuel cards that will provide students the opportunity to complete their education requirements

Reporting. CCC shall administer the Funds, work closely with County staff, and provide a progress report to County to assess scholarship impacts. The report shall include a narrative summary detailing how the Funds have been used and other information reasonably requested by County, including, but not limited to, information necessary to fulfill County's obligations under ORS chapter 461. The report is due on July 30, 2026.