August 10, 2012

RE: Notice to Proceed, Intergovernmental Agreement 13-006

Dear [Redacted]

The Oregon Employment Department has executed Intergovernmental Agreement 13-006 between the [Redacted] College and the Oregon Employment Department. You are authorized to proceed in accordance with the terms and conditions of the Agreement, which will remain in full force and effect during the agreement.

Please contact me if you have any questions or concerns regarding this Agreement. Please contact [Redacted] if you have questions about the specific work in the Agreement. Thank you for working with us to complete this Agreement.

Sincerely,

[Redacted]

Contracts and Procurement Assistant
Oregon Employment Department
875 Union Street NE
Salem, OR 97311

Sent VIA Electronic Mail
Attachments to electronic mail include:
1 fully executed contract
Notice to Proceed letter

cc: File
    Contract Administrator
INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (IGA) is made and entered into between Clackamas Community College, hereinafter referred to as CCC, and Oregon Employment Department, hereinafter referred to as OED. Administrators of the Agreement are:

<table>
<thead>
<tr>
<th>College</th>
<th>Oregon Employment Department (OED)</th>
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<tbody>
<tr>
<td>Project Officer:</td>
<td>Project Officer:</td>
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<td>Title:</td>
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<td>Agency:</td>
<td>Agency: Oregon Employment Department</td>
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<tr>
<td>Address:</td>
<td>Address: 875 Union Street NE</td>
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<td></td>
<td>Salem OR 97301</td>
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<td>Phone:</td>
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1. Effective Date and Duration.

This IGA will become effective on the date at which every party has signed this IGA. Unless earlier amended, terminated or extended, this IGA shall expire on September 30, 2014.

2. Consideration

The maximum, not-to-exceed consideration under this Agreement is $0.00

3. Amendments.

This IGA can be amended. The terms of this IGA shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by both parties.

4. Termination.

This IGA may be terminated by mutual consent of both parties, or by either party upon thirty days’ notice, in writing or delivered by certified mail or in person (thirty (30) consecutive calendar days).

Either Agency may terminate this IGA effective upon delivery of written notice to the other Agency, or at such other date as may be established by the initiating Agency under any of the following conditions:

- If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate under this IGA, or,
- If either Agency fails to perform the work specified herein, or so fails to pursue the work as to endanger performance of this IGA in accordance with its terms, and after receipt of
written notice from the other Agency, fails to correct such failures within ten (10) days or such longer period as the Agency may authorize.

5. Purpose.

The purpose of this IGA is to increase training and support service options for TAA eligible participants and those served under the Trade Adjustment Assistance for Community Colleges and Career Training (TAACCCT) grant.

6. Roles and Responsibilities.

This IGA is an agreement between CCC and OED. It will be the responsibility of [ ] President's designee and OED's Central Trade Act Unit Manager to oversee the activities listed under this IGA to ensure the IGA is executed satisfactorily.

A. OED will provide a list of TAA eligible participants within reasonable commuting distance of the college as well as TAA eligible students that are currently enrolled at the college to the TAACCCT coaches.

1. These lists will be used by the TAACCCT coaches for outreach activities to enroll eligible participants into the grant.

2. Grant activities will benefit enrolled participants by providing one or more of the following services: assistance navigating complex college system, specialized training co-horts, and increased individualized support while in training and while looking for work.

3. Lists will include the participant name, phone number (if known), and address (if known).

B. [ ] will ensure customers served under the TAACCCT are registered with WorkSource Oregon (WSO) for enrollment to services. Services include enrollment to iMatchskills© and the Workforce Investment Act (WIA).

7. Confidentiality.

All activities under this IGA will be in compliance with [ ] and OED's confidentiality rules, policies and procedures and all applicable Federal Laws and regulations. All staff participating under this IGA will receive training on both Agency's confidentiality rules, policies and procedures. TAA eligible and participant information that will be shared under this IGA include;
1. TAA eligible participants that have completed a Request for Determination of Entitlement to TAA through ORD;

2. TAA enrolled students that have already signed a training plan to attend through the TAA program.

OED and agree to partner and communicate as needed for support services to all those served under the TAACCCT grant.

8. Indemnification.

states that each party shall be responsible for the negligence of its own employees or agents in the performance of this agreement.

In no event shall OED or its officers, employees, agents or assigns acting within the scope of their employment duties, be liable to any person or claimant in any jurisdiction in excess of the limits set forth in Article XI Section 7 of the Oregon Constitution and by Oregon Tort Claims Act 30.265 to 30.300.

9. General Terms and Conditions

A. No Third Party Beneficiaries

and OED are the only parties to this IGA and are the only parties entitled to enforce its terms. Nothing in this IGA 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 IGA.

B. Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
With respect to a Third Party Claim for which OED is jointly liable with [redacted] or would be if joined in the Third Party Claim, OED shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by [redacted] in such proportion as is appropriate to reflect the fault of OED on the one hand and of [redacted] on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OED on the one hand and of [redacted] on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OED's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if OED had sole liability in the proceeding.

With respect to a Third Party Claim for which [redacted] is jointly liable with OED (or would be if joined in the third Party Claim), [redacted] shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OED in such proportion as is appropriate to reflect the relative fault of [redacted] on the one hand and of OED on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable consideration. The relative fault of [redacted] on the one hand and of OED on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. [redacted] contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

10. Compliance with Applicable Laws and Standards

A. [redacted] shall comply with all federal, state, and local laws, regulations and ordinances applicable to this IGA or to [redacted] obligations under this IGA, as those laws, regulations and ordinances may be adopted or amended from time to time.

B. [redacted] performance under this IGA is conditioned upon [redacted] compliance with ORS 279B.220, 279B.225, 279B.230 and 279B.235. [redacted] will to the maximum extent economically feasible in the performance of this IGA, use recycled materials (as defined in ORS 279A.010(1)(ii)), recycled PETE products (as defined in ORS 279A.010(1)(ii)), and other recycled plastic resin products and recycled products (as “recycled product” is defined in ORS 279A.010(1)(ii)). [redacted] shall use recovered resources and recyclable materials in the maximum extent economically feasible in the performance of the IGA work.
C. will comply with: (i) Title VI and VII of the Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990 (Public Law No. 101-336) including Title II of that Act, as amended; (iv) the Pro-Children Act of 1994 (Public Law No. 103-227) (prohibits smoking in child care and other facilities), (v) the Health Insurance Portability and Accountability Act of 1996 as amended; (vii) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (viii) the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, as amended; (ix) ORS Chapter 659, as amended; (x) all regulations and administrative rules established pursuant to the foregoing laws; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations. These laws, regulations and executive orders are incorporated herein.

11. Force Majeure

Neither nor OED shall be held responsible for delay or default caused by fire, riot, acts of Nature, or war where such cause was beyond the reasonable control of OED or respectively. Both parties will make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations under this IGA.

12. Severability

The parties agree that if any term or provision of this IGA is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the IGA did not contain the particular term or provision held to be invalid.

13. Dispute Resolution.

This section addresses disputes that may arise in the implementation of this IGA or any conflict between or among service providers/partners. Disagreements and/or disputes should be resolved at the lowest organizational level.

A. If the parties continue to disagree, the issue should be submitted to OED’s Central Trade Act Unit Manager for resolution.

B. If an agreement cannot be reached, the issue shall be forwarded to each Agency’s Assistant Director/Commissioner for resolution.
14. Merger Clause

This IGA constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement. Both parties, by the signature below of its authorized representative, hereby acknowledges that s/he has read this agreement, understands it and agrees to be bound by its terms and conditions.

SIGNATURES:

APPROVED BY [Name] College

[Signature]

VP of College Services

APPROVED BY Oregon Employment Department

[Signature]

Director

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