



**INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COMMUNITY COLLEGE
AND THE
CITY OF OREGON CITY
EDUCATIONAL EXPERIENCE FOR ARBORICULTURE STUDENTS**

I. Purpose

This Agreement ("Agreement") is entered into between Clackamas Community College ("College") and the City of Oregon City ("City"), (collectively "Parties"), pursuant to the provisions of ORS 190. This Agreement provides the basis for a cooperative relationship for students enrolled in the College's arboriculture program to gain practical, educational experience performing related work on City-owned real property. The work performed will enable students to apply course content to meaningful, hands-on learning experiences such as work site assessment, structural pruning, plant health care, hazard abatement, and arboriculture assessment and maintenance.

II. Mutual Responsibilities

- A. The City Liaison and College Liaison will identify mutually-acceptable, arboriculture-related training projects, including a schedule for project work, for students enrolled in the College's arboriculture program. If the work associated with any project is deemed unacceptable by either Party, for any reason, it will not be performed.
- B. Both Parties agree there will be no monetary compensation for any work performed by either Party, including students of the College.
- C. Both parties agree to comply with all applicable requirements of federal, state, and local laws, ordinances and regulations applicable to the work under this Agreement as well as prohibiting unlawful discrimination based on race, color, religion, ethnicity, use of native language, national origin, sex, sexual orientation, marital status, disability, veteran status, age, or any other status protected under applicable federal, state, or local laws.

III. City Responsibilities

- A. The City Liaison will give the College Liaison a tour of all prospective work sites to:
 - 1. Alert the College Liaison to any potential hazards,
 - 2. Determine routes for ingress and egress,
 - 3. Confirm the scope, type and location of the work to be performed,
 - 4. Plan for any vehicular and/or pedestrian traffic impacts,
 - 5. Identify and address any other issues related to the project.
- B. The City grants the College's staff and students permission to:
 - 1. Perform the work arising from the arboriculture-related training projects identified in section II.A.
 - 2. Enter upon and use the City-owned real property/properties, including the right of ingress and egress, for the purpose of performing the work arising from arboriculture-related training projects identified in section II.A.

IV. College Responsibilities

- A. All work arising from the training projects will be supervised and performed at the direction of College staff.
- B. The College will provide general liability and workers' compensation insurance for students and instructors and within the limits of the Oregon Tort Claims Act, ORS30.260 through 30.300. The College and its officers, agents, employees, or students are insured against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of, or failure to perform, any College services provided hereunder, the use of any property and facilities provided by the College or City and activities performed by the College and its officers, agents, employees, or students in connection with this Agreement. It is the College's responsibility to obtain for, or ensure student has obtained, liability insurance. A certificate of insurance certifying the College's and the student's insurance status will be provided to City upon request.
- C. The College will provide all necessary tools and equipment to accomplish the work arising from the training projects.

V. Notice, Liaisons, and Representatives

- A. The Liaisons listed below are responsible for determining training projects, touring project sites, and other practical items related to the implementation of the Agreement.

College Liaison		City Liaison
Rodney Walters Clackamas Community College 19600 Molalla Ave. Oregon City, OR 97045 503.594.3528 rodney.walters@clackamas.edu		James Peck and Wes Wilson City of Oregon City Public Works 122 S Center St. Oregon City, OR 97045 503-657-8241 jpeck@orcify.org and wwilson@orcify.org

- B. The Representatives listed below will serve as the contacts for all other matters relating to this Agreement including any notice, consent or other communication. All communication will be in writing.

College Representative		City Representative
Alissa Mahar Vice President of College Services Clackamas Community College 19600 Molalla Ave. Oregon City, OR 97045 503.594.3009 Alissa.mahar@clackamas.edu		Martin Montalvo Public Works Operations Manager City of Oregon City 122 S Center St. Oregon City, OR 97045 503-657-8241 mmontalvo@orcify.org

VI. Indemnification

- A. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the City shall indemnify, defend and hold harmless the College, its officers, employees and agents

from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omission or negligence of City personnel acting pursuant to this Agreement.

- B. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the College shall indemnify, defend and hold harmless the City, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omission or negligence of College personnel acting pursuant to this Agreement.

VII. Termination and Amendment

- A. This Agreement may be terminated by either Party upon thirty (30)-days' written notice to the other.
- B. This is the entire Agreement of the Parties and cannot be changed or modified orally. This Agreement can be amended by mutual consent of the parties provided such amendments are reduced to writing, signed, dated by authorized agents of the Parties.
- C. This Agreement supersedes and cancels any prior agreements between the parties hereto for similar services.

VIII. Term

This Agreement commences September 1, 2017 and ends August 31, 2020, unless terminated earlier as provided herein. The parties may renew this Agreement only by separate written agreement or addendum hereto, which must be executed by both Parties.

SIGNATURE OF PARTIES

By their signatures below, the Parties agree to the terms, conditions, and content expressed herein. This Agreement becomes effective upon the signature of both Parties.

Clackamas Community College

City of Oregon City

Signature

Signature

Alissa Mahar

Name

Name

Vice President of College Services

Title

Title

Date

Date