



Capt. Chris Hoy  
Director

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
1024 MAIN STREET • OREGON CITY • OREGON • 97045  
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 25, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County  
Community Corrections and the City of Happy Valley to Provide Work Crew Services

<b>Purpose/Outcomes</b>	This IGA allows Community Corrections to provide offender work service crews for the City of Happy Valley.
<b>Dollar Amount and Fiscal Impact</b>	The IGA will provide approximately \$8,000 in revenue to support the Community Service program.
<b>Funding Source</b>	City of Happy Valley.
<b>Safety Impact</b>	Work Crews improve public areas by cleaning up trash and hazardous materials as well clearing vegetation.
<b>Duration</b>	Effective July 1, 2015 and terminates June 30, 2016.
<b>Previous Board Action/Review</b>	Annual renewal.
<b>Contact Person</b>	Captain Chris Hoy, Director - Community Corrections – 503-655-8866

**BACKGROUND:** Clackamas County Community Corrections provides supervised offender work crews for sites under the control of the City of Happy Valley. Crews consisting of a minimum of four offenders perform landscaping and cleanup for generally six hour per day. Community Corrections provided a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$400 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for a one year, July 1, 2015 through June 30, 2016 and allows for one additional year renewal.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement and delegates Captain Chris Hoy, Director of Community Corrections, to sign on behalf of the County.

Respectfully submitted,

  
Captain Chris Hoy, Director  
Community Corrections

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY, OREGON  
AND  
THE CITY OF HAPPY VALLEY**

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and the City of Happy Valley for the cooperation of units of local government and State agencies under the authority of ORS 190.110.

II. Scope of Work and Cooperation:

A. The City agrees to:

1. Identify Work Crew projects, such as litter patrol, trail, and landscape maintenance in Clackamas County.
2. Schedule Work Crew projects on a mutually agreed-upon schedule.

B. The COUNTY agrees to:

1. Provide a Work Crew Supervisor to supervise the Work Crews.
2. Provide a minimum of four (4) clients to perform general labor on a mutually agreed-upon schedule. Total labor hours per crew is a minimum of twenty-four (24) labor hours.
3. Provide all basic tools to perform work. If special tools are necessary, they shall be provided by the City of Happy Valley.

III. Compensation

The City agrees to pay \$400 per day for the services outlined in Section II. B.

Payments shall be made on the basis of requests for payment submitted as follows:

- A. COUNTY will bill the City of Happy Valley within the first week following the last working day of each calendar month in which work is performed.
- B. The City of Happy Valley agrees to pay COUNTY within 30 days of the receipt of the COUNTY'S invoice.

IV. Liaison Responsibility

Jason Tuck, 503-783-3800, or his designee will act as liaison from the City of Happy Valley for this project. For crew scheduling, contact Byron Philpot, 503-722-6071.

V. Special Requirements

- A. The COUNTY and the City of Happy Valley agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations.
- B. Subject to the limits of the Oregon Tort Claims Act, Article 11, Section 10 of the Oregon Constitution, Clackamas County shall indemnify, defend and hold harmless the City of Happy Valley, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of the City of Happy Valley personnel acting pursuant to the terms of this agreement.
- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the City of Happy Valley which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts and transcripts.
- E. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article, XI, Section 10, of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. No Work Crew provided under this agreement shall be required to clean up any dump site when known or suspected hazardous materials are present.

- G. *In the event the Work Crew discovers known or suspected hazardous materials at any work site, the Work Crew Supervisor shall immediately cease the activities until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.*
- H. Independent Contractor Status. The COUNTY is engaged under this agreement as an independent contractor. The COUNTY, its employees and members of the Work Crews are not employees of the City of Happy Valley and are not eligible for any benefits through the City.
- I. Personnel. The COUNTY may assign such personnel as it deems necessary to do the work or services to be rendered under this agreement.

VI. Amendment

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

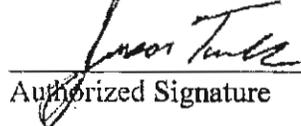
VII. Term of Agreement

This agreement becomes effective upon completion of signatures below, is scheduled to terminate June 30, 2016, but may be renewed for two (2) additional one (1) year agreements upon written approval by both parties.

This agreement is subject to termination by either of the parties when thirty (30) days written notice has been provided.

**GOVERNMENTAL UNIT**

City of Happy Valley  
 16000 SE Misty Dr  
 Happy Valley, OR 97086  
 503-783-8800

  
 \_\_\_\_\_  
 Authorized Signature

*Jason Tuck, City Manager*  
 \_\_\_\_\_  
 Printed Name/Title

6-18-15  
 \_\_\_\_\_  
 Date

**CLACKAMAS COUNTY  
 COMMUNITY CORRECTIONS**

  
 \_\_\_\_\_  
 Captain Chris Hoy, Director

June 18, 2015  
 \_\_\_\_\_  
 Date