



ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

July 9, 2015

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement
With West Linn, Oregon**

Purpose/ Outcomes	West Linn, Oregon will provide up to 17 days for youth offenders to complete community service projects, including litter patrol, brush cutting, ivy removal and leaf pickup/removal within their city.
Dollar Amount and Fiscal Impact	West Linn, Oregon will provide up to \$5,100 through June 30, 2016. There are no general fund dollars required.
Funding Source	City of West Linn, Oregon
Safety Impact	The revenue received from this contract will provide funds for the youth that are working to receive a stipend which is in turn used to pay restitution to victims and court fines and fees.
Duration	Effective through June 30, 2016
Previous Board Action	None
Contact Person	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
Contract No.	N/A

BACKGROUND:

The City of West Linn and the Juvenile Department have worked collaboratively to provide community service work crew days for youth offenders to work within the City of West Linn. This Intergovernmental Agreement provides up to 17 days of work for youth which then provides an avenue for the youth to earn funds to repay victims and pay their court fines and fees.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ellen Crawford".

Ellen Crawford, Director
Juvenile Department

For more information on this issue or copies of attachments
contact Crystal Wright, ext 7112

INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY, OREGON
AND THE CITY OF WEST LINN, OREGON
FOR THE PROVISION OF YOUTH WORK CREWS FOR THE
PROJECT PAYBACK PROGRAM

I. Purpose

This agreement is entered into between Clackamas County (COUNTY), by and through its Juvenile Department and the City of West Linn (CITY) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for the Juvenile Department, Project Payback Program to provide supervised Youth Offender Work Crews (Work Crew) to perform general labor at sites under the control of the CITY.

II. Scope of Work and Cooperation

A. CITY agrees to accomplish the following work under this agreement:

1. Identify Work Crew projects, such as litter patrol, brush cutting/clearing, painting, ivy removal and leaf pick up/removal in West Linn.
2. Schedule Work Crew projects on a mutually agreed upon schedule.
3. Provide needed materials.
4. Obtain right of entry for work done on property not owned or controlled by the CITY.

B. COUNTY agrees to:

1. Provide a Work Crew supervisor to supervise the Work Crews.
2. Provide a work crew to perform general labor on a mutually agreed upon schedule. Work crew size will average four youths. Total labor hours per crew will average twenty-four (24) labor hours.
3. Provide necessary equipment needed by the Work Crew.
4. Use best efforts to resolve any dispute with CITY should Work Crews not complete a project to CITY'S substantial satisfaction.

III. Compensation

A. Compensation. CITY agrees to pay COUNTY an amount not to exceed \$340.00 per day for up to 15 days, total amount not to exceed \$5,100.00 for the services set forth in this Agreement.

B. Payments. Interim payments shall be made on the basis of requests for payment submitted as follows:

1. COUNTY may bill quarterly, including itemized detail of hours worked.
2. All requests for payment are subject to the approval of CITY consistent with the terms of this Agreement.
3. CITY payments shall be mailed to:

Clackamas County Juvenile Department, 2121 Kaen Road, Oregon City
OR 97045; Attn. Crystal Wright

IV. Liaison Responsibility

Ken Worcester will act as liaison from CITY for this project. Wayne Curry will act as liaison from the COUNTY.

V. Special Requirements

- A. Hazardous Materials. No Work Crew provided under this agreement shall be required to clean up any work site when known or suspected hazardous materials are present.
- B. Conformance to Laws. COUNTY and CITY agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations. Specifically, COUNTY shall comply with Oregon Public Contracting Provisions pursuant to the requirements in ORS 279B.020 and 279B.220 through 249B.235.
- C. Indemnification. CITY agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault, or negligence of CITY or its employees. COUNTY agrees to indemnify, save harmless, and defend the CITY, its officers, commissioners, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault, or negligence of COUNTY or its employees subject to the

limitations if applicable set forth in Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.

- D. Insurance. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274. COUNTY will provide liability insurance for those individuals on the work site for the purposes of all activities undertaken pursuant to this agreement and also provide adequate automobile insurance for any transport vehicle used to transport the Work Crews. If applicable, workers' compensation insurance shall also be provided. It is agreed to the extent permitted by law that COUNTY'S self insurance shall meet the obligations of this paragraph.
- E. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this agreement shall be clearly identified and readily accessible. Such reports 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 subject to audit findings shall be retained for a longer time until such audit findings are resolved.
- F. Access to Records. The COUNTY shall have access to the books, documents, papers, and records of the CITY which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.

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

- A. Effective date. This agreement becomes effective July 1, 2015 or upon final signature whichever is later, and continues until June 30, 2016, unless amended or terminated in accordance with this Agreement. This IGA can be renewed for up to two (2) additional one year terms with the written approval of both parties.
- B. Termination. This agreement is subject to termination by either of the parties following thirty (30) days written notice to the other.

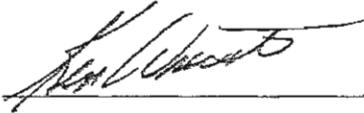
VIII. Debt Limitation of Oregon Counties

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.

SIGNATURE PAGE FOLLOWS

WHEREAS, the aforementioned is hereby agreed upon by both parties and executed by the duly authorized signatures below.

CITY OF WEST LINN



Title: Parks & Recreation Dir.

Ken Worcester

Name (Typed)

06/25/2015

Date

CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

Chair: John Ludlow

Commissioner: Jim Bernard

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Tootie Smith

Signing on Behalf on the Board:

Signature

Date

Approved as to form:

Kim Ybarra approved form by
email 4/16/2015

County Counsel