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Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Gregory L. Geist
Director

August 20, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and Clackamas County Service District #1 and
Surface Water Management Agency of Clackamas County to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for Clackamas County Service District #1 and the Surface Water Management Agency of Clackamas County.
Dollar Amount and Fiscal Impact	The Districts will pay up to \$50,000 annually for services.
Funding Source	Clackamas County Service District #1 and Surface Water Management Agency of Clackamas County.
Safety Impact	Work Crews improve public areas by cleaning up trash and hazardous materials as well clearing vegetation.
Duration	Effective August 13, 2015 and terminates June 30, 2016, with the option to renew for two (2) additional one (1) year terms.
Previous Board Action/Review	Annual renewal. Approved by the Board under Community Corrections at the June 4, 2015 Business Meeting.
Contact Person	Ron Wierenga, WES Surface Water Manager (503) 742-4581

BACKGROUND: Clackamas County Community Corrections provides supervised offender work crews for stormwater facility and general maintenance for properties under the control of Clackamas County Service District #1 and the Surface Water Management Agency of Clackamas County. Crews consist of a minimum of four offenders for generally six hours per day to perform vegetation removal and trash cleanup. Community Corrections provides 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 August 13, 2015 to June 30, 2016, with the option to renew for two (2) additional one (1) year terms.

RECOMMENDATION: WES staff respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement.

Respectfully submitted,

Greg Geist
Director, Water Environment Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY THROUGH THE
COMMUNITY CORRECTIONS DEPARTMENT
AND
CLACKAMAS COUNTY SERVICE DISTRICT #1
AND SURFACE WATER MANAGEMENT AGENCY
OF CLACKAMAS COUNTY**

I. Purpose

This intergovernmental agreement (the "Agreement") is entered into between Clackamas County ("COUNTY") by and through its Community Corrections Department, herein referred to as Corrections, and Clackamas County Service District #1, and Surface Water Management Agency of Clackamas County, herein referred to collectively as ("DISTRICTS"), for the cooperation of units of local government under the authority of ORS 190.010. This Agreement provides the basis for a cooperative working relationship for the purpose of COUNTY providing supervised Corrections Work Crews to perform general labor at sites under the control of DISTRICTS.

II. Scope of Work and Cooperation:

A. Districts agree 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. Corrections agrees to:

1. Provide a Work Crew Supervisor to supervise the Work Crews.
2. Provide a Work Crew consisting of a minimum of four (4) probation 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. DISTRICTS will provide special tools if required.

III. Compensation

DISTRICTS agree to pay \$400.00 per Work Crew for each day of services, up to an amount not to exceed of Fifty Thousand and 00/100 Dollars (\$50,000.00). Payments shall be made on the basis of requests for payment submitted as follows:

- A. Corrections will bill DISTRICTS within the first week following the last working day of each calendar month in which work is performed.
- B. DISTRICTS agree to pay Corrections within 30 days of the receipt of Corrections invoice.

IV. Liaison Responsibility

Andy Robins, Field Operations Supervisor, or his designee will act as liaison from the DISTRICTS for this project. DISTRICTS may make requests for Work Crew services through the Corrections Community Service Office.

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 DISTRICTS agree to comply with all applicable local, state, and federal laws and regulations. Specifically, as applicable, COUNTY shall comply with Oregon Public Contracting Provisions pursuant to the requirements in ORS 279B.020 and 279B.220 through 249B.235.
- C. Indemnification. DISTRICTS agree 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 DISTRICTS or its employees. COUNTY agrees to indemnify, save harmless, and defend DISTRICTS, 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. COUNTY and DISTRICTS agree 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 DISTRICTS which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- G. Debt Limitation. 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.

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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

CLACKAMAS COUNTY:

John Ludlow, Chair

Date

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1:

John Ludlow, Chair

Date

SURFACE WATER MANAGEMENT AGENCY OF CLACKAMAS COUNTY:

John Ludlow, Chair

Date

Mary Raethke, Recording Secretary

Date