



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

June 9, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement
With City of Damascus for your Offenders Community Service Projects

Purpose/ Outcomes	City of Damascus will provide up to 6 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	Damascus, Oregon will provide up to \$2,040 through June 30, 2017. There are no general fund dollars required.
Funding Source	City of Damascus, Oregon
Duration	Effective through June 30, 2017; however this agreement will terminate on July 16, 2016 if the City of Damascus dis-incorporates.
Previous Board Action	January 7, 2016; Item No. 01072016DI
Strategic Plan Alignment	Ensure safe, healthy, and secure communities: 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, court fines, and fees.
Contact Person	Christina L. McMahan, Director – Juvenile Department – 503-655-8342 ext. 3171 or Crystal Wright ext. 7112.

BACKGROUND:

The City of Damascus and the Juvenile Department have worked collaboratively to provide community service work crew days for youth offenders to work within the City of Damascus. This Intergovernmental Agreement provides up to 6 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,

Christina L. McMahan, Director
Juvenile Department

**Renewal No 1 to the 2015-IGA
Between the County, through its Juvenile Department,
and the City of Damascus
For Community Service Work Crew Days**

This Renewal No. 1, when signed by each party, as authorized by the original Intergovernmental Agreement dated January 7, 2015, will become part of the contract documents, superseding the original to the applicable extent indicated.

AGREEMENT FORM

Extend the term of the 2015 Intergovernmental Agreement through June 30, 2017.

CITY OF DAMASCUS

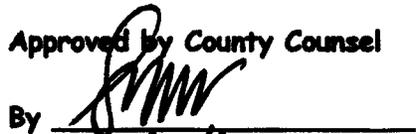
By



Gene E. Green
City Manager

Approved by County Counsel

By



Date: 4/13/16

**CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY
COMMISSIONERS**

Chair: John Ludlow
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith

John Ludlow, Chair

Recording Secretary

Date

- THIS AGREEMENT WILL TERMINATE ON JULY 16, 2016
IF THE CITY OF DAMASCUS DISINCORPORATES. 

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY, OREGON
AND THE CITY OF DAMASCUS, OREGON
FOR THE PROVISION OF YOUTH WORK CREWS FOR THE
CITY OF DAMASCUS LITTER PROJECT**

I. Purpose

This agreement is entered into between Clackamas County (COUNTY), by and through its Juvenile Department and the City of Damascus (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 Damascus.
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. Collect litter from roadsides that are maintained by the Clackamas County Roads Department within the Damascus city limits.
2. Provide all labor and supervision. Supervisors will be trained and experienced in managing each work crew, with specific attention being paid to roadside safety. Approximately 5 to 8 youth shall be provided for each crew.
3. Use department involved youth to provide the services covered in this agreement and to ensure that appropriate youth are selected for participation. At no time will COUNTY use contracted labor for work on this project, other than crew supervisors. If COUNTY cannot meet these obligations, they will report said problems within 10 days to CITY's Community Services Director.

4. Collect all visible, unconcealed litter objects, greater than approximately one square inch in size. Bulky items may be separately set along the roadside. Items of excess, unmanageable weight, shall not be handled. Supervisors shall see that the workers perform according to the stipulations and use extreme caution at all times. COUNTY is responsible for the safety of the crews.
5. Will be responsible for collecting and disposing of filled garbage bags.

III. Compensation

A. Compensation. The work will be performed on an as-needed basis, to be scheduled on dates agreed to by both parties. The specific locations and scope of work will be document in work order form submitted by CITY to COUNTY. CITY agrees to pay COUNTY an amount not to exceed \$340.00 per day for up to 6 days, total amount not to exceed \$2,040.00 for the services set forth in this Agreement. The rate is based on an estimate that work crews will clear littler up to 1.5 miles of roadway per day.

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

Dan O'Dell will act as liaison from CITY for this project. Wayne Curry will act as liaison from the COUNTY.

V. Special Requirements

- A. Hazardous Materials. In the event known or suspected hazardous material is discovered by COUNTY work crews at any work site, the supervisor shall immediately cease work activities until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority. 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 December 15, 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.

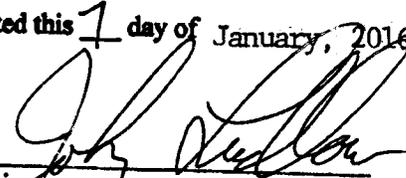
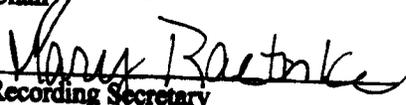
WHEREAS, the aforementioned is hereby agreed upon by both parties and executed by the duly authorized signatures below.

CITY OF DAMASCUS

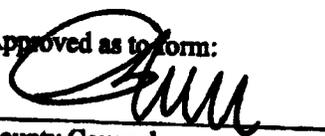
**CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS**

Dated this 7 day of January, 2016. D.I.


~~Dan O'Dell~~
Title: City Manager Pro Tem
Gene E. Green


Chair

Recording Secretary

Approved as to form:


County Counsel