



Capt. Jenna Morrison
Director

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

June 29, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

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

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the City of West Linn.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$15,000 in revenue to support the Community Service program.
Funding Source	City of West Linn.
Safety Impact	Work Crews improve public areas by cleaning up trash and hazardous materials as well clearing vegetation.
Duration	Effective July 1, 2016 and terminates June 30, 2017.
Previous Board Action/Review	Annual renewal.
Contact Person	Capt. Jenna Morrison, 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 West Linn. 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, 2016 through June 30, 2017 and allows for one additional year renewal.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement to provide work service crews to the City of West Linn.

Respectfully submitted,

Captain Jenna Morrison, Director
Community Corrections

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
AND
THE CITY OF WEST LINN**

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and the City of West Linn (CITY) for the cooperation of units of local government and State agencies under the authority of ORS 190.010.

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; communicating scope of work and tool requirements to COUNTY.

B. The COUNTY agrees to:

1. Provide a Work Crew Supervisor to supervise the Work Crews and perform work when safety and work flow allow.
2. Provide a minimum of four (4) clients to perform general labor on a mutually agreed-upon schedule. Total labor hours per crew will be a minimum of twenty-four (24) per work day.
3. Provide all basic tools to perform assigned scope of work. If special tools are necessary, they shall be provided by the City of West Linn.

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 within the first week following the last working day of each calendar month in which work is performed.

- B. The CITY agrees to pay COUNTY within 30 days of the receipt of the COUNTY'S invoice.

IV. Liaison Responsibility

Ken Worcester, 503-656-6081, or his designee will act as liaison from the CITY for this project. For crew scheduling, contact Ryan Brown, 503-650-8929.

V. Special Requirements

- A. The COUNTY and the CITY 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, 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 COUNTY 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 agreement 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 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 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, 2017, 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 Attached)

DATED this _____ day of _____

**CLACKAMAS COUNTY BOARD
OF COMMISSIONERS**

GOVERNMENTAL UNIT

City of West Linn
22500 Salamo Rd
West Linn, OR 97068
503-656-6081

Chair

Authorized Signature

Recording Secretary

Printed Name/Title

Date

Approved as to form

County Counsel