



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 Milwaukie to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the City of Milwaukie.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$8,000 in revenue to support the Community Service program.
Funding Source	City of Milwaukie.
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 Milwaukie. 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 Milwaukie.

Respectfully submitted,

Captain Jenna Morrison, Director
Community Corrections

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
COMMUNITY CORRECTIONS DEPARTMENT
AND
CITY OF MILWAUKIE

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and City of Milwaukie (CITY) 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 providing supervised Community Corrections Work Crews (Work Crew) to perform general labor at sites under the control of City of Milwaukie.

II. Scope of Work and Cooperation

A. 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 required, they shall be provided by CITY.

III. Compensation

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 CITY within the first week following the last working day of each calendar month in which is performed.
- B. CITY agrees to pay COUNTY within 30 days of the receipt of COUNTY invoice.

IV. Liaison Responsibility

Tim Salyers, 503-786-7409, or his designee will act as liaison from the CITY for this project. Ryan Brown, 503-650-8929 will act as liaison from the COUNTY.

V. Special Requirements

- A. The COUNTY and 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, COUNTY shall indemnify, defend and hold harmless 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 Corrections 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 contract; 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 therefor. 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. COUNTY is engaged under this Agreement as an independent contractor. COUNTY, its employees and members of the

Work Crews are not employees of CITY and are not eligible for any benefits through CITY.

- I. Personnel. COUNTY may assign such personnel as it deems necessary to do the work or services to be rendered under this agreement
- J. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any dispute regarding this Agreement shall be brought in Clackamas County Circuit Court.

VI. Amendment

This Agreement may be amended at any time with the written 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 contract execution and is scheduled to terminate June 30, 2017, but may be renewed for two (2) additional one (1) year periods 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)

INTERGOVERNMENTAL AGREEMENT

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DATED this _____ day of April, 2016.

**CLACKAMAS COUNTY BOARD
OF COMMISSIONERS**

**City of Milwaukie
10722 SE Main St
Milwaukie, OR 97222
503-786-7555**

Chair

Authorized Signature

Recording Secretary

Printed Name/Title

Date

Approved as to form

County Counsel