



Capt. Jenna Morrison
Director

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

November 9, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and Oregon Metro to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Oregon Metro.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$10,000 in revenue to support the Community Service program.
Funding Source	Oregon Metro.
Duration	Effective once signed and terminates June 30, 2017.
Previous Board Action	None.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Jenna Morrison, Director - Community Corrections 503-655-8866

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Oregon Metro. Crews consisting of a minimum of four offenders perform landscaping and cleanup for approximately six hour per day. 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 will begin once fully executed through June 30, 2017 and allows for two additional one (1) year renewals.

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

Respectfully submitted,

Captain Jenna Morrison, Director
Community Corrections

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
AND
OREGON METRO**

This Intergovernmental Agreement (“Agreement”) is entered into by and between **Clackamas County** (“COUNTY”), a political subdivision of the State of Oregon, and **Oregon Metro** (“METRO”), a metropolitan service district formed under Oregon Revised Statutes 268, for the provision public services and land use planning having metropolitan significance. This Agreement is authorized pursuant to ORS 190.110.

1. **Effective Date and Duration.** This Agreement shall become effective upon completion of the signatures below. Unless earlier terminated or extended, this Agreement shall expire on June 30, 2017 (“Expiration Date”). This Agreement may be renewed for two (2) additional one (1) year agreements, unless otherwise terminated by the parties pursuant to Section 9 below. This Agreement may be otherwise extended by mutual written agreement of the parties at any time prior to its Expiration Date.

2. **Statement of Work.**
 - A. METRO agrees to:
 - i. Identify Work Crew projects, such as litter patrol and pick up, trail repair and maintenance, and landscape maintenance at METRO property as METRO may select in Clackamas County.
 - ii. Schedule Work Crew projects on a mutually agreed-upon schedule; communicating scope of work and possible tool requirements to COUNTY.

 - B. The COUNTY agrees to:
 - i. Provide a Work Crew Supervisor to supervise the Work Crews and perform work when safety and work flow allow.
 - ii. 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.
 - iii. Provide all basic tools to perform assigned scope of work. If special tools are necessary, they shall be provided by METRO.

 - C. No Work Crew provided under this agreement shall be required to clean up any dump site when known or suspected hazardous materials are present.

 - D. 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.

- E. **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 METRO and are not eligible for any benefits through METRO.
- F. **Personnel.** The COUNTY may assign such personnel as it deems necessary to do the work or services to be rendered under this agreement.
- 3. **Consideration.** METRO agrees to pay \$400 per day for the services outlined in Section 2. B.
- 4. **Schedule of Performance.** The delivery schedule for the provision of these services is described in section 2. A. ii., and 2. B. ii. above.
- 5. **Project Site.** Sites as selected by METRO in Clackamas County as described in Section 2. A. i.
- 6. **Project Managers; Notice.** Each party has designated a project manager to be the formal representative for this Agreement. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate individual. To be effective, any notice required to be given under this Agreement may be given by personal delivery to the address below or may be sent by certified mail, return receipt requested and if sent via certified mail return receipt requested such notice will be deemed delivered three (3) business days after postmark. Notice may also be given by overnight delivery service, effective upon receipt of such delivery.

Oregon Metro

Monty Woods
Parks Operations Supervisor
Parks & Nature
Metro
PO Box 40
Fairview, OR 97024
(971) 337-6401

Clackamas County Service District No. 1

Ryan Brown
Community Service Coordinator
Clackamas County Sheriff's Office
1024 Main St.
Oregon City, OR 97045
(503) 650-8929

- 7. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
- 8. **Payment.**
 - A. Within the first week following the last working day of each calendar month in which work is performed of behalf of METRO, COUNTY shall submit an itemized invoice to METRO for reimbursement of services performed, which shall include a description of the project and COUNTY contract number and the allocation of costs.
 - B. METRO shall pay all invoices within 30 days.

9. **Termination.**
 - A. The parties may agree to an immediate termination of this Agreement or at a time certain upon mutual written consent.
 - B. Either party may terminate this Agreement effective not less than 30 days from delivery of written notice for any reason. METRO shall be responsible for any costs of Work done on its behalf prior to the effective date of the termination.
 - C. Either party may terminate this Agreement in the event of a breach by the other party. However, prior to such termination, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the breaching party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this Agreement.

11. **Funds Available and Authorized.** Both parties certify that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within each party's current appropriation and limitation through fiscal year 2016-2017. Both parties understand and agree that payment of amounts under this Agreement attributable to Work performed after the end of the current fiscal year is contingent on either party receiving appropriations, limitations, or other expenditure authority. 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.

12. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

13. **Access to Records.** Both parties, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the documents, papers, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcript.

14. **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.

15. **Compliance with Applicable Law.** Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Both party's performance under this Agreement is conditioned upon either parties compliance with the provisions of the Oregon Revised Statutes, including but not limited to ORS 279A, B, and C, which are incorporated by relevant reference herein.

16. **No Third Party Beneficiary.** The COUNTY and METRO are the only parties to this Agreement and as such, are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

17. **Indemnification.** Within the limits of the Oregon Tort Claims Act, each party agrees to indemnify and defend the other and its elected officials, officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this Agreement, including the cost of defense, attorney fees arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its elected officials, officers, employees, agents, subcontractors or representatives.
18. **Merger Clause.** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
18. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
19. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

[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.

Oregon Metro

600 NE Grand Ave.
Portland, OR 97232
971-337-6401



Authorized Signature,

10.17.2016

Date

**Clackamas County Board of County
Commissioners**

Chair

Date

Recording Secretary

Approved as to Form:



County Counsel 10/26/16