



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

November 22, 2022

Board of County Commissioners
Clackamas County

Approval of a contract with the City of Gladstone (City) for Community Service Work Crews. The contract value is \$5,000 per fiscal year, with a total contract value of \$25,000. Funding through the City of Gladstone. County General Funds are not involved.

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| Purpose/Outcome | The contract provides reimbursement to Clackamas County Sheriff's Office (CCSO) – Parole and Probations program for general landscape clean-up services provided to the City utilizing Community Service Work Crews |
| Dollar Amount and Fiscal Impact | This contract will provide up to \$5,000.00 annually to help offset the costs associated with the Community Service Program |
| Funding Source | City of Gladstone |
| Duration | The contract is effective upon execution by both parties; and expires on June 30, 2027 |
| Previous Board Action/Review | CCSO provided a briefing at the Issues Meeting on 11/22/2022 to the Board of County Commissioners |
| Strategic Plan Alignment | Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy, and secure communities |
| Counsel Review | Date of Counsel review: 10/13/2022 Name of County Counsel performing review: Andrew Naylor |
| Procurement Review | Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/> |
| Contact Person | Nancy Artmann – 503.785.5012 |
| Contract No. | Cobblestone# 7137 |

BACKGROUND: CCSO will provide supervised offender work crews for landscaping, cleaning, and graffiti removal at real property owned by the City. The City agrees to pay the County \$200.00 to \$400.00 per crew per day, depending on the type of services rendered and the number of hours. This contract allows offenders to give back to communities they have victimized while generating revenue to offset the costs associated with the Community Service Program.

RECOMMENDATION: Staff recommends approval of this contract and requests the Chair of the Board of County Commissioners, or their designee, sign on behalf of the County.

Respectfully submitted,

Jenna Morrison
Undersheriff

**CLACKAMAS COUNTY CONTRACT TO PROVIDE
WORK CREW SERVICES TO CITY OF GLADSTONE
COBBLESTONE# 7137**

This contract ("Contract") is entered into by and between Clackamas County, acting by and through its Community Corrections Department, hereinafter called "County," and City of Gladstone, hereinafter called "Agency."

I. TERM OF AGREEMENT

- A. Effective date.** This Contract is effective upon execution by both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2027.

II. SCOPE OF SERVICES

- A. General.** County will provide, on an as-needed basis, general landscape clean-up services ("Work") to Agency's real properties to be identified in Agency's written request for services, as set forth in Section B, below.

- B. Agency Obligations.** Before County will perform the Work, Agency will:

1. Submit a written request for service to County detailing the kind of Work needed, proposed dates for performing the Work, the real property owned by Agency where the Work will be performed, and whether the Work involves the removal of graffiti and if so, a description of the location and nature of the graffiti to be removed.
2. Obtain any right of entry or other access authorization is required, Agency is solely responsible for obtaining such rights of entry or access.
3. Provide any necessary materials to perform the Work as may reasonably be requested by the County.
4. If County agrees to perform the Work, the parties will negotiate an agreed upon schedule and scope of work.

- C. County Obligations.** County's obligations to provide the Work is contingent upon availability of resources, as determined by County in its sole discretion. County may, for any reason, decline to provide the Work when requested. If County determines that it is able to perform the Work, County will:

1. Provide, on an as-needed basis, general landscape clean-up, mowing, weeding, power washing, clearing brush, and graffiti removal.
2. If graffiti removal is needed, Agency will submit a description of the location and nature of graffiti to be removed. If County agrees to perform the graffiti removal Work, the parties will negotiate an agreed upon schedule and scope of work.
3. Agency will not request, and County will not perform, Work totaling more than \$5,000.00 per fiscal year, for a Total Contract Value not to exceed \$25,000.00. The annual amount of Work may be increased by execution of a written amendment to this Contract on terms acceptable to both parties.

4. Payments shall be made on a basis of requests for payment submitted as follows:
County will bill the Agency within one week following the last working day of each calendar month in which Work is performed.

5. The Agency agrees to pay the County within 30 days of receipt of the County's invoice.

D. Exceptions.

1. **Hazardous substances.** County will not perform Work that requires the handling or removal of, or potential exposure to, any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. In the event the County discovers known or suspected hazardous materials at any work site, the County shall immediately cease the activities until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.

2. **Lifts/Steep grades.** County will not perform Work where ladders or man-lifts are required, or the property has extreme grades or other potential dangers, as determined by County in its sole discretion.

III. COMPENSATION

A. **Compensation.** Agency shall compensate County for performing the Work pursuant to the County's then-current fees and rate schedule. Pursuant to County's then-current fees and schedule. County's rates, as of the date of execution of this Contract, is as follows: For Work requiring less than nine (9) hours of labor, the Agency agrees to pay County \$212.50 per crew per day or, for graffiti removal Work, \$200.00 per crew per day. For Work requiring more than nine (9) hours of labor, the Agency agrees to pay \$425.00 per crew per day. It is Agency's responsibility to inquire as to the current fee and rate schedule prior to requesting Work. County shall provide Agency an invoice for all amounts due and owing for the Work performed. Agency shall pay all invoices within thirty (30) days upon issuance by the County. If an invoice is not timely paid, Agency will be charged a late fee of ten percent (10%) of the unpaid invoice amount. Failure of Agency to pay within thirty (30) days of receipt of an invoice shall constitute an event of default and County may pursue any remedies provided in this Contract including, but not limited to, terminating the Contract and pursuing all remedies available to it at law, in equity, or under this Contract. Payments shall be mailed to:

Clackamas County Community Corrections
Attn. Ellen Dickerson
1024 Main Street,
Oregon City OR 97045

B. Liaison Responsibility: The following individuals will act as liaisons for this Contract:

Sean Boyle
525 Portland Ave
Gladstone, OR 97027
503-557-2763 or email sboyle@gladstoneoregon.us

Fred Wienberg
Clackamas County Community Corrections
1024 Main Street
Oregon City, OR 97222
(503) 650-8929 or email fwienberg@clackamas.us

Contract Administrator
Brian Imdieke
503-722-6015 or email brianimd@clackamas.us

C. Notice. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Liasons identified above. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

D. Record and Fiscal Control System. Agency shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Agency shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

IV. **GENERAL CONDITIONS**

- A. Compliance with Applicable Law.** Both parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Contract, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Contract
- B. Indemnity.** Agency shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Agency, its subcontractors, agents, or employees. Agency agrees to indemnify, hold harmless and defend County, and its officers, elected officials, agents 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 the Agency or the Agency's employees, subcontractors, or agents.

However, neither Agency nor any attorney engaged by Agency shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- C. Assumption of Risk.** Agency understands and appreciates that the Work will be performed by individuals County has determined are eligible for participation in a community service program. The selection of individuals who qualify for community service is determined by County in its sole discretion. However, all the individuals the County will use to perform the Work are serving a portion of a criminal sentence through the provision of community service. By execution of this Contract, Agency hereby expressly assumes any and all risks arising out of or relating to County's performance of the Work with individuals involved in the County's community service program, whether or not specified herein.

D. Insurance.

County agrees to maintain levels of insurance, or self-insurance, sufficient to satisfy its obligations under this Contract and all requirements under applicable law.

Agency shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Agency under this Contract. Agency shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

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| Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126. |
| <input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. |
| <input type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts. |
| <input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage. |

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

E. Termination.

1. Either the County or the Agency may terminate this Contract at any time upon thirty (30) days written notice to the other party.
2. Either the County or the Agency may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Contract at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
3. Upon termination for default, each party shall have all rights and remedies available to it at law, in equity, or under this Contract. The County or the Agency shall not be deemed to have waived any breach of this Contract by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
4. The County may terminate this Contract in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Contract, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Contract is prohibited.
5. Any termination of this Contract shall not prejudice any rights or obligations accrued to the parties prior to termination.

F. Debt Limit. This Contract 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.

G. Oregon Law and Forum. This Contract, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Contract, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- H. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- I. Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Contract shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other party.
- J. Future Support.** The County makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this Contract.
- K. Severability.** If any provision of this Contract is found to be unconstitutional, illegal or unenforceable, this Contract 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 Contract without such provision to give effect to the maximum extent possible the intentions of the parties.
- L. Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Contract constitutes the entire agreement between the parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by such party of that or any other provision.
- M. Interpretation.** The titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- N. Independent Contractor.** Each of the parties hereto shall be deemed an independent contractor for purposes of this Contract. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.
- O. No Third-Party Beneficiary.** Agency and County are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- P. Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by

operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Contract.

- Q. Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- R. Survival.** All provisions in Article IV, Sections 10 (A), (B), (C), (F), (G), (H), (I), (K), (L), (M), (O), (R), and (T), shall survive the termination of this Contract, together with all other rights and obligations herein which by their context are intended to survive.
- S. Necessary Acts.** Each party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Contract.
- T. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- U. Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- V. Confidentiality.** Agency acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Agency shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Agency agrees that, except as directed by the County, Agency will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Agency will turn over to the County all documents, papers, records and other materials in Agency's possession which embody Confidential Information. Agency acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in

damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Agency acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

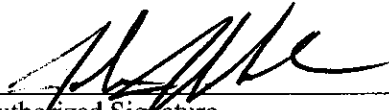
Agency agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Agency's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Agency's employees and agents who are performing services, and providing a copy of the results to the County.

Agency shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Agency shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Agency reasonably believes there has been such unauthorized use or disclosure. Agency's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Agency has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Agency has taken or shall take to prevent future similar unauthorized use or disclosure. Agency shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Agency will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by its breach of its data security or confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Agency's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

City of Gladstone
525 Portland Avenue
Gladstone, OR 97027



Authorized Signature

John Schmeber
Name / Title (Printed) Chief of Police

10-27-2022

Date

N/A

Oregon Business Registry #

Clackamas County

Angela Brandenburg, County Sheriff

Date

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to _____
- Other _____

Originating County Department: _____

Other party to contract/agreement: _____

Document Title:

After filing please return to: _____

- County Admin
- Procurement

If applicable, complete the following: _____

Board Agenda Date/Item Number: _____