



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

June 7, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement
With City of Gladstone for Youth Work Crews for the Project Payback
Program**

Purpose/ Outcomes	City of Gladstone will provide opportunities for youth involved with the Juvenile Department to complete general labor, including litter patrol, brush cutting, ivy removal and leaf pickup/removal within their city.
Dollar Amount and Fiscal Impact	Gladstone, Oregon will provide up to \$4,080 through June 30, 2019. There are no general fund dollars required.
Funding Source	City of Gladstone, Oregon
Duration	Effective through June 30, 2019.
Previous Board Action	None
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	Lisa Krzmarzick, Administrative Services Supervisor, Juvenile Department, ext. 8788
Contract No.	N/A

BACKGROUND:

This Intergovernmental Agreement provides 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 renewal.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COUNTY JUVENILE DEPARTMENT
AND
THE CITY OF GLADSTONE, OREGON
FOR THE PROVISION OF YOUTH WORK CREWS FOR THE PROJECT PAYBACK PROGRAM**

Purpose:

This agreement is entered into between Clackamas County (COUNTY), by and through its Juvenile Department and the City of Gladstone (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.

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 Gladstone.
 2. Schedule Work Crew projects on a mutually agreed upon schedule.
 3. Provide needed materials.
- B. COUNTY agrees to:
1. Provide a Work Crew supervisor to supervise all Work Crews.
 2. Provide a work crew to perform general labor on a mutually agreed upon schedule. Work crew size will average four crew members. Total labor hours per crew will average twenty-four (24) labor hours. Any work days with less than 4 crew members will not be billed.
 3. Provide necessary equipment needed by the Work Crew.
 4. Use best efforts to resolve any dispute with CITY should Work Crews not complete a project to CITY'S substantial satisfaction, keeping in mind the given worker population is "youth," not professional adults.

Compensation

- A. **Compensation:** CITY agrees to pay COUNTY an amount not to exceed \$340 per day for up to 12 days, total amount not to exceed \$4,080 for the services set forth in this agreement.
- B. **Payments:** Interim payments shall be made on the basis of request 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: Lisa Krzmarzick, Administrative Services Supervisor

Liaison Responsibility: Steven Graves, Gladstone City Supervisor will act as liaison from CITY for this project. Wayne Curry, Work Crew Specialist, will act as liaison from the COUNTY.

Special Requirements

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- A. Hazardous Materials:** 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.

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.

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Term of Agreement

A. Effective date: This agreement becomes effective July 1, 2018 or upon final signature whichever is later, and continues until June 30, 2019, unless amended or terminated in accordance with this Agreement. This IGA can be renewed for up to four (4) 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.

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 GLADSTONE

CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS
Chair: Jim Bernard
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing On Behalf of the Board:



Steven Graves,
Gladstone City Supervisor

5-9-18

Date

Jim Bernard, Chair

Recording Secretary

Approved as to form:



County Counsel