



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No. 50-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY FOR USE OF THE COMMUNITY CORRECTIONS WORK CREWS.

WHEREAS, Clackamas County has a program that allows offenders to participate in work crews; and

WHEREAS, the work crews provide a positive experience for the offenders and the community benefits from restitution payments and work projects; and

WHEREAS, the program provides a service that is mutually beneficial for the City, performing work that prevents and removes code violations from occurring in the City; and

Now, Therefore, be it Resolved that the Chief of Police is authorized to enter into an Intergovernmental Agreement with Clackamas County for the purpose of utilizing the Community Corrections Work Crews.

Introduced and adopted by the City Council on 5/3/16.

This resolution is effective on 5/3/16.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

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.

INTERGOVERNMENTAL AGREEMENT

Page 2

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)

DATED this 29 day of June, 2016.

**CLACKAMAS COUNTY BOARD
OF COMMISSIONERS**


Chair
Mary Raethke
Recording Secretary
D.3.

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



Authorized Signature
Steve Bartol - Chief of Police
Printed Name/Title

05-04-16
Date

Approved as to form


County Counsel