

RESOLUTION NO. 1957

A RESOLUTION APPROVING AN IGA WITH MULNOMAH COUNTY FOR INMATE WORK CREWS

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Multnomah County Inmate Work Crews offer the City of Troutdale an economical labor force to assist City staff with Park and Natural area cleanup and restoration projects.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE


Section 1. Authorize the City Administrator to sign the IGA with Multnomah County for Inmate Work Crews.

Section 2. This Resolution is effective immediately upon adoption.

YEAS: 5

NAYS: 0

ABSTAINED: 0



Paul Thalhoffer, Mayor
July 23, 2008

Date



Debbie Stickney, City Recorder

Adopted: July 22, 2008

INTERGOVERNMENTAL AGREEMENT

Contract Number 0809069

This is an Agreement between the City of Troutdale (City) and Multnomah County (County).

PURPOSE:

The purpose of this agreement is for the Multnomah County Sheriff's Office (MCSO) to provide inmate work crews for casual labor services for the City.

The parties agree as follows:

1. **TERM** The term of this agreement shall begin July 1, 2008 and will continue unless terminated by either party as provided for in section 4 below.
2. **RESPONSIBILITIES OF CITY.** The City agrees that the rate of compensation for services rendered under this agreement shall be \$424.00 per day, for each day of service provided by Multnomah County Sheriff's Office inmate work crews.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to provide, at City's request, correctional facilities inmates and supervisors to provide casual labor services for the City. County agrees to provide all materials and equipment required for the work performed or services provided under this agreement
4. **TERMINATION** This agreement may be terminated by either party upon 30 day's written notice.
5. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents, and inmates, while acting within the course and scope of their assigned duties on the work crew under this contract, in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 City shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
8. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **ADDITIONAL TERMS AND CONDITIONS:**

a. **Hazardous Materials Exception**

The parties agree that:

1. Clean-up of dumpsites containing known or suspected hazardous materials is beyond the scope, skill, training, and experience of a regular inmate crew.

2. No crew provided under this agreement shall be required to clean up any dump site where known or suspected hazardous materials are present; and

3. In the event a crew discovers known or suspected hazardous materials at a dumpsite, the work crew supervisor shall immediately cease the clean-up activity until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.

b. **Personnel Matters**

1. The parties agree that the work crews provided hereunder (Assigned Personnel) shall be supervised by and shall perform their duties in accordance with the administrative and operational procedures of the County.

2. The parties agree that City does not assume any liability for the direct payment of any wages, salaries, or other compensation to Assigned Personnel performing services pursuant to the terms of this agreement, or for any other liability not provided for in this agreement.

3. The parties agree that matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment regarding Assigned Personnel under this agreement shall be governed by the provisions of existing collective bargaining agreements between the Assigned Personnel's bargaining unit and their public employer.

4. The parties agree that all labor disputes arising out of this agreement shall be governed by the provisions of applicable collective bargaining agreements in effect during this agreement, and the personnel rules of the County.

c. **Contract Administration**

1. County designates Sergeant Tina Breiten, Work Crew Unit Manager, to represent County in all matters pertaining to administration of this agreement.

2. City designates Clyde Keebaugh in all matters pertaining to administration of this agreement.

3. Any notice or notices provided for by this agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the US mail, postage prepaid and addressed to:

Sergeant Tina Breiten
Work Crew Unit Manager
Multnomah County Sheriff's Office
11540 NE Inverness Drive
Portland, Oregon 97220

Clyde Keebaugh
Parks & Facilities Superintendent
City of Troutdale
104 SE Kibling
Troutdale, Oregon 97060

MULTNOMAH COUNTY, OREGON:

County Chair or Designee

Date: _____

Approved: B. S. [Signature]
Department Director or Designee

Date: 08-11-08

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By: A. A. W. 08-6-08
Assistant County Attorney Date

CITY OF TROUTDALE:

Signature: [Signature]

Name: John K. Anderson
Please Print

Title: City Administrator

Date: 7/23/08

Approved as to form:

By: [Signature] 7/23/08
Date