



COUNCIL RESOLUTION No. 53-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR YOUTH DIVERSION SERVICES.

WHEREAS, the City of Milwaukie and the Clackamas County Juvenile Department define a working relationship for the purpose of Clackamas County providing Diversion Panel services for at-risk youth who live within the City limits and are referred from the Clackamas County Juvenile Department; and

WHEREAS, the City of Milwaukie and the Clackamas County Juvenile Department through an Intergovernmental Agreement establish guidelines in submitting, assessing and determining cases eligible for the Diversion Panel; and

WHEREAS, the City of Milwaukie agrees to pay for the Diversion Panel services as outlined in the Agreement;

Now, Therefore, be it Resolved that the City Council of the City of Milwaukie, authorize execution of an Intergovernmental Agreement with Clackamas County Juvenile Department, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference.

Introduced and adopted by the City Council on 6/19/18.

This resolution is effective on 6/19/18.



Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Scott Stauffer, City Recorder

City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY THROUGH THE
CLACKAMAS COUNTY JUVENILE DEPARTMENT
AND THE CITY OF MILWAUKIE, OREGON

I. Purpose

This agreement is entered into between Clackamas County (COUNTY), by and through its Juvenile Department, and the 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 COUNTY providing to CITY Diversion Panel services for at-risk youth who live within the CITY limits and are referred from the Clackamas County Juvenile Department to Diversion Panel services as part of the Clackamas County Juvenile Crime Prevention Plan.

II. Scope of Work and Cooperation

A. CITY agrees to the following obligations:

1. Permit COUNTY to determine, at its sole discretion, eligibility and referral to Diversion Panel services for at risk youth.
2. Make payment to COUNTY for services provided to eligible youth who live within CITY limits who have been referred by COUNTY to Diversion Panel services.

B. COUNTY agrees to the following obligations:

1. Determine youth eligibility and provide referral to Diversion Panel services for at risk youth who live within the CITY limits that have been identified for eligibility through criminal investigation reports received by the Clackamas County Juvenile Department.
2. Notify CITY of youth's eligibility and referral to Diversion Panel services.
3. Provide, or contract with subcontractors to provide, Diversion Panel services within the city.
4. Serve as a centralized depository for all records involving juvenile offenders referred for Diversion Panel services.
5. Provide liaison staff for communication and networking with CITY as required.

III. Compensation.

A. Compensation for Fiscal Year 2018-19

1. Fiscal year 2018-19 begins on July 1, 2018 and ends on June 30, 2019.
2. CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2018-19.

B. Payments by CITY.

1. COUNTY will bill CITY on or about July 1, 2018 for fiscal year 2018-19. Payment is due within 30 days of invoice.
2. CITY payments shall be mailed to:
Clackamas County Juvenile Department
Attn: Lisa Krzmarzick, Administrative Services Supervisor
2121 Kaen Road, Oregon City, OR 97045

IV. Liaison Responsibility.

Chief Steve Bartol will act as liaison for CITY for this Agreement. Tanya Kramer will act as liaison for the COUNTY.

V. Special Requirements.

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 that would conflict with law are deemed inoperative to that extent.

VI. 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.

VII. Term of Agreement

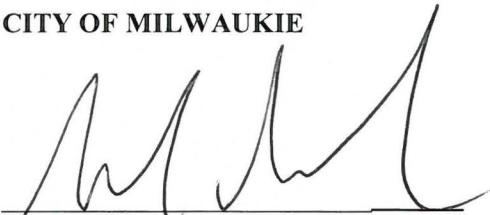
- A. Effective date and Term. The term of this Agreement begins on July 1, 2018, and ends on June 30, 2019, and is effective upon signature of both parties.
- B. Termination. This agreement is subject to termination by either party following thirty (30) days written notice to the other. Any termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

C. This Agreement can be renewed for up to four (4) additional one year terms with the written approval of both parties.

VIII. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

CITY OF MILWAUKIE



Mark Gamba, Mayor

6-19-18

Date

**CLACKAMAS COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS**

Jim Bernard, Chair

Date

Approved by County Counsel

Date: