



**AGENDA BILL: 2014-05-12-02**

**Subject:** Intergovernmental Agreement (IGA) with Clackamas County to provide Juvenile Diversion Services to the City

**For Council:** May 12, 2014

**Land Use Case Number:** N/A

**Public Hearing**

**Required:**

**Optional:** X

**City Manager's Initials:** *CJ*

**Attachments:**

1. Staff Report to City Manager
2. Clackamas County IGA for Diversion Services

**Initiated by:**

- Police Department

**Budget Impact:**

- The cost of the diversion program is \$2,500.00 per year.
- This is a reduction in cost of \$1,000 from FY 2012/2013.

**Sustainability Considerations:**

- None

**Policy Question(s) for Council Consideration:**

- Does the Council wish to renew this IGA, allowing Juvenile Diversion services to be provided through Clackamas County?

**Summary:**

- The City of West Linn contract with Clackamas County for Juvenile Diversion Services expires June 30, 2014.
- Approval of this IGA continues the City's participation in the Juvenile Crime Prevention Plan, set forth by the County and the City.
- The term of the IGA before you is July 1, 2014 through June 30, 2015.

**Recommended Motion:**

- Consent agenda item

## Memorandum

Date: April 25, 2014

To: Chris Jordan  
City Manager

From: Neil Hennelly  
Police Sergeant

Subject: Renewal of IGA between the City of West Linn and Clackamas County for Juvenile Diversion Services

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### **Purpose**

This IGA renewal is before Council for approval to continue with the Juvenile Diversion Plan with Clackamas County.

### **Background**

This IGA was initiated by Clackamas County as part of their Juvenile Crime Prevention Plan, which utilizes a diversion program for at-risk youth. The current IGA expires June 30, 2014. The new IGA will run from July 1, 2014 through June 30, 2015.

### **Discussion**

Currently the City contracts with Clackamas County to provide a Juvenile Diversion services as outlined in the IGA with the County. The County will provide either by themselves or through sub-contractors, diversion panel services to youth offenders who reside in West Linn.

The cost of the diversion program is \$2,500 per year, and is in the current budget this is a \$1,000 decrease from FY 2012-2013.

### **Options**

1. Approve the newly updated IGA and the City will continue to hold an IGA with Clackamas County for Juvenile Diversion Services.
2. Discontinue Juvenile Diversion services without alternative funding source.

### **Recommendation**

Staff recommends the proposed IGA be adopted.

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

I. Purpose

This agreement is entered into between Clackamas County (COUNTY), by and through its Juvenile Department, and the City of West Linn (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 2014-15

1. Fiscal year 2014-15 begins on July 1, 2014 and ends on June 30, 2015.
2. CITY agrees to pay COUNTY \$2,500 for services in fiscal year 2014-15.

B. Payments by CITY.

1. COUNTY will bill CITY on or about July 1, 2014 for fiscal year 2014-15. Payment is due within 30 days of invoice.
2. CITY payments shall be mailed to:  
Attn. Crystal Wright  
Clackamas County Juvenile Dept  
2121 Kaen Road  
Oregon City OR 97045

IV. Liaison Responsibility.

Chief Terry Timeus will act as liaison for CITY for this Agreement. Mark McDonnell 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, 2014, and ends on June 30, 2015, 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.

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.

*Signature follows*

CITY OF WEST LINN

CLACKAMAS COUNTY, OREGON  
BOARD OF COUNTY COMMISSIONERS

Chair: John Ludlow  
Commissioner: Jim Bernard  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Tootie Smith

\_\_\_\_\_  
Signature

Signing on Behalf on the Board:

\_\_\_\_\_  
Name (Typed)

\_\_\_\_\_  
Signature  
Ellen Crawford, Director  
Juvenile Department

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date