



AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of July 9, 2008

Please see directions for completing this document on the next page.

DATE: June 30, 2008

FROM: Sue Brewster. Sheriff's Office 385-1714

TITLE OF AGENDA ITEM:

"Consideration of Board Signature of an Intergovernmental Agreement between Deschutes County by and through its Sheriff's Office and Central Oregon Irrigation District. Contract # 2008-300".

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:

Creates an Intergovernmental Agreement between Deschutes County by and through its Sheriff's Office and the Central Oregon Irrigation District (COID) for the use of an inmate work crew. The responsibilities of each party are as follows:

RESPONSIBILITIES OF COUNTY:

- a. County agrees to provide correctional facilities inmates and supervisors to provide labor services on a day by day basis at COID's request, subject to availability of work crews. Work crews may be available on evenings and/or weekends for special projects.
- b. County agrees to provide transportation and ordinary clothing, including gloves, required for the work performed or services provided under this Agreement.
- c. County will coordinate with COID as to location of work sites and work to be performed.
- d. County will provide self-contained toilets for work crews if required or needed.

RESPONSIBILITIES OF COID:

- a. COID agrees to provide any fees, materials and equipment required for the work performed or services provided under this Agreement. Materials or equipment includes, but is not limited to, shovels, rakes, brooms, litterbags or containers, sprayers, herbicides all dumpage fees.
- b. COID agrees to post signs and other signaling devices in compliance with the Manual of Uniform Traffic Control Devices (MUTCD) where work crews are deployed.

c. COID agrees that inmates will not perform work in or around canals, head gates or weirs during seasonal irrigation flows.

FISCAL IMPLICATIONS:

COID agrees that the rate of compensation for services rendered under the agreement shall be \$ 60.00 per hour of service provided by each County inmate crew.

RECOMMENDATION & ACTION REQUESTED:

Approve and sign Contract # 2008-300.

ATTENDANCE: Sue Brewster, DCSO Legal and/or Lt. Jones, Work Center

DISTRIBUTION OF DOCUMENTS:

Return copies to M. Goodin at DCSO for distribution to parties.

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

Date: June 30, 2008

Department: SO

Contact Person: Sue Brewster

Phone #: 385-1714

Contractor/Supplier/Consultant Name: Central Oregon Irrigation District

Goods and/or Services: Creates an Intergovernmental Agreement between Deschutes County by and through its Sheriff's Office and the Central Oregon Irrigation District (COID) for the use of an inmate work crew. The responsibilities of each party are as follows:

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- c. COID agrees that inmates will not perform work in or around canals, head gates or weirs during seasonal irrigation flows.

Background & History: This is the sixth inmate work crew agreement request since the Work Center re-opened.

Agreement Starting Date: July 1, 2008

Ending Date: June 30, 2010

Annual Value or Total Payment: COID agrees that the rate of compensation for services rendered under the agreement shall be \$ 60.00 per hour of service provided by each County inmate crew.

Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply:

- RFP, Solicitation or Bid Process
 Informal quotes (<\$150K)
 Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No

If **No**, has budget amendment been submitted? Yes No

Departmental Contact: Lt. Tracey Jones **Phone #:** 617-3325

Title: Work Center Lieutenant

Department Director Approval: _____


Signature

6-30-08
Date

Distribution of Document: Include complete information if document is to be mailed.

Official Review:

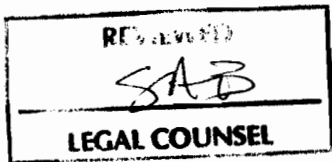
County Signature Required (check one): BOCC Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. 2008-300)

Legal Review _____

 Date 6/30/08

Document Number: 2008 – 300



**INTERGOVERNMENTAL AGREEMENT
INMATE WORK CREW CONTRACT
CENTRAL OREGON IRRIGATION DISTRICT
CONTRACT NO. 2008 - 300**

This Agreement entered into under the provisions of ORS Chapter 190 between Deschutes County, Oregon, a political subdivision of the State of Oregon by and through its Sheriff's Office hereinafter referred to as "County" and Central Oregon Irrigation District, an Irrigation District organized and operating under ORS 545 hereinafter referred to as "COID".

PURPOSE:

The purpose of this Agreement is for County to provide inmate work crews for labor services to COID.

It is hereby agreed to as follows:

1. **DURATION:** The effective date of this Agreement shall be from July 1, 2008, to June 30, 2010. This Agreement may be renewed for another two-year period, subject to the prior Agreement of both parties.
2. **TERMINATION:** either party upon thirty (30) days written notice may terminate this Agreement. Termination under this paragraph shall not affect any obligations or liabilities accrued prior to such termination.
3. **COMPENSATION:** COID agrees that the rate of compensation for services rendered under this Agreement shall be \$60.00 per hour of service provided by each County inmate crew. COID shall pay within 30 days upon receipt of invoice for services rendered.
4. **RESPONSIBILITIES OF COUNTY:**
 - a. County agrees to provide correctional facilities inmates and supervisors to provide labor services on a day by day basis at COID's request, subject to availability of work crews. Work crews may be available on evenings and/or weekends for special projects.
 - b. County agrees to provide transportation and ordinary clothing, including gloves, required for the work performed or services provided under this Agreement.
 - c. County will coordinate with COID as to location of work sites and work to be performed.
 - d. County will provide self-contained toilets for work crews if required or needed.

5. **RESPONSIBILITIES OF COID:**

- a. COID agrees to provide any fees, materials and equipment required for the work performed or services provided under this Agreement. Materials or equipment includes, but is not limited to, shovels, rakes, brooms, litterbags or containers, sprayers, herbicides, all dumpage fees.
 - b. COID agrees to post signs and other signaling devices in compliance with the Manual of Uniform Traffic Control Devices (MUTCD) where work crews are deployed.
 - c. COID agrees that inmates will not perform work in or around canals, head gates or weirs during seasonal irrigation flows.
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 federal, state and local laws and ordinances applicable to this Agreement.
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. **NON PARTNERSHIP:** Neither COID or County is, by virtue of this Agreement, a partner or joint venturer with COID in connection with activities carried out under this Agreement, and neither party shall have any obligation with respect to the others debts or any other liabilities of any kind or nature.
13. **ADDITIONAL TERMS AND CONDITIONS:**
- The parties further agree that:
- a. Hazardous Materials Exception

(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 the 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 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. Each work crew shall consist of five to eight inmate workers. County shall provide one supervisor for each work crew.

(2) COID 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) 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) 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 the Lieutenant in charge of the work center to represent County in all matters pertaining to administration of this Agreement.

(2) COID designates Larry Roofener to represent COID in all matters pertaining to administration of this Agreement.

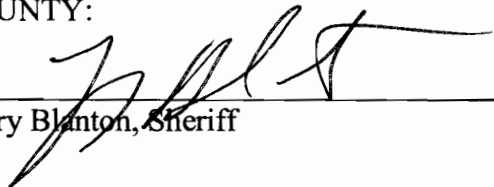
(3) Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Larry Roofener
Operations Manager
Central Oregon Irrigation District
1055 SW Lake Ct.
Redmond, OR 97756

Larry Blanton
Sheriff
Deschutes County
63333 West Hwy 20
Bend, OR 97701

IN WITNESS WHEREOF, the parties hereto
have caused this Agreement to be executed by
their duly authorized representatives as of the
last day and year written below.

COUNTY:



Larry Blanton, Sheriff

Dated this 30 of JUNE, 2008

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

DENNIS R. LUKE, Chair

TAMMY (BANEY) MELTON, Vice Chair

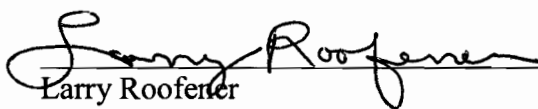
ATTEST:

Recording Secretary

MICHAEL M. DALY, Commissioner

COID:

Dated this 26th of June, 2008



Larry Roofener
Operations Manager
COID

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Deschutes County Contract # 2008-300



www.coid.org

LARRY ROOFENER
OPERATIONS MANAGER
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OFFICE LINE 541.548.6047
FAX 541.548.0243
1055 SW LAKE COURT
REDMOND, OR 97750

