

RESOLUTION NO. 1815

RESOLUTION NO. AUTHORIZING THE CITY OF WILSONVILLE TO ENTER INTO A REVISED MEMORANDUM OF UNDERSTANDING AND INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY TO CONTINUE TO SUPPORT THE CITY'S JUVENILE DIVERSION PROGRAM WITHOUT REIMBURSEMENT

WHEREAS, the Wilsonville City Council passed Resolution No. 1814 authorizing the termination of the Intergovernmental Agreement with Clackamas County to provide funding for the City's Juvenile Diversion Program;

WHEREAS, the County asks that the City continue to accept diversion referrals from the County through the end of the FY 2002-03.

WHEREAS, The City agrees to continue to accept referrals from the County to Wilsonville's Juvenile Diversion Program through the FY 2002-03 fiscal year without reimbursement.

NOW THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City enters into the revised Memorandum of Understanding (Exhibit 1) and the revised Intergovernmental Agreement (Exhibit 2), keeping the Wilsonville Diversion Program intact for the remainder of FY 2002-03.
2. The City and the County will reevaluate the terms of the Intergovernmental Agreement for FY 2003-04.
3. This resolution is effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof
this 3rd day of March 2003.



JOHN HELSER, CITY COUNCIL PRESIDENT

ATTEST:



SANDRA C. KING, CMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Excused
Councilor Helser	Yes
Councilor Holt	Yes
Councilor Kirk	Yes
Councilor Scott-Tabb	Yes

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made between the Clackamas County Juvenile Department ("the Juvenile Department") and Wilsonville Community Services ("City of Wilsonville"), concerning the Wilsonville Community-Based Juvenile Diversion Program ("Wilsonville Diversion Program"). The purpose of this agreement is to ensure effective communication and proper agency coordination, and to establish guidelines and procedures for handling juvenile offenders.

The parties agree as follows:

1. PHILOSOPHY

The philosophy shared by the Juvenile Department and the Wilsonville Diversion Program is to protect the public, to hold youth offenders accountable for their actions and to provide them with opportunities to develop skills that prevent them from re-offending. Restoring losses to the community and victims is fundamental in our collective work. The consequences that are assigned to offenders shall be natural, logical, immediate, short term in nature and related to the behavior.

2. OPERATING PRINCIPLES

- a. The Juvenile Department shall receive all police reports for persons under the age of 18 and who have committed acts which are violations or which, if done by an adult, would constitute violations of a law or ordinance of the United States, a state, a county or city.
- b. In an attempt to accelerate the referral process, any police report that is customarily handled by the Clackamas County Juvenile Reception-Diversion Program will be delivered to the Clackamas County Juvenile Department Counselor assigned to coordinate with the Wilsonville Diversion Program, who will then open a file. This step is expected to be completed within two to three weeks. If the staff member believes the case can best be served using the Wilsonville Diversion Program, a referral will be delivered to the Wilsonville Community Services Agent. The Juvenile Department counselor will then keep a "paper case" open.
- c. After the interviews, the youth shall be scheduled for the next available Diversion Panel ("Panel") meeting. The Panel will conduct their sessions, at least, on a monthly basis. Generally speaking, the Panel will assign consequences consisting of written assignments, apology letters and community service work (with a maximum of 20 hours). Other recommendations may be taken into consideration if they relate to the behavior. The next working day following the Panel meeting, the Juvenile Department Counselor will be notified of the panel's recommendations. After the juvenile has completed the consequences set by the Panel, the Community Services Agent will send a written report to the Juvenile Department closing the case. If the Wilsonville Community Services Agent believes that a youth is unlikely to successfully complete the local program, the Juvenile Department Counselor will be notified and provided with updated information in an effort to best coordinate the case further.
- d. The parties recognize that, at times, multiple defendants will not always be handled in the same manner. Some youth may exhibit greater risk factors and needs and may require retention in the Juvenile Department. However, whenever multiple defendants are involved in the same crime, there must be consultation and coordination between the Juvenile Department and the Wilsonville Diversion Program.
- e. The Juvenile Department shall, to the extent possible, require stricter sanctions than those imposed by the Panel for the Wilsonville Diversion Program for any youth offender failing to cooperate with the Wilsonville Diversion Program.
- f. While the Wilsonville Diversion Program exists to serve first-time, low risk offenders, the program is willing to consider youth who have committed more serious offenses but who may have mitigating circumstances. It remains the responsibility of the Juvenile Department to decide whether or not the case should be referred.

- g. The parties recognize that regularly scheduled meetings between the Juvenile Department and the Community Services Agent are important to relationship building, communication and coordination of services. Therefore, the parties will plan to meet at least monthly.

3. MISCELLANEOUS PROVISIONS

- a. Neither party shall be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this agreement.
- b. There shall not be any material changes of this agreement unless both parties agree in writing of such change.
- c. This Memorandum of Understanding shall be effective beginning February____, 2003 and remain in effect.

Agreed:

Wilsonville Community
Services

Clackamas County Juvenile
Department

By:

By:

Date:

Date:

**CLACKAMAS COUNTY AND CITY OF WILSONVILLE
INTERGOVERNMENTAL AGREEMENT**

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and City of Wilsonville 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 establishing a local diversion program to protect the public, to hold youth offenders accountable for their actions and to provide youth with opportunities to develop skills that prevent them from reoffending. Restoring losses to the community and victims is fundamental in our collective work. The consequences that are assigned to offenders shall be natural, logical, immediate, short term in nature and related to the behavior.

II. Scope of Work and Cooperation

A. City of Wilsonville Diversion Program agrees to:

- 1) Assess all youth referred to the juvenile department for status offenses, violations, all Class C Misdemeanors and all Class B Misdemeanors and specified Class A Misdemeanors (see attachment A).
- 2) Complete a Risk Assessment for all youth determined to be eligible to participate in the local diversion program (see attachment B).
- 3) Enter into and monitor compliance of youths' Diversion Agreement conditions (see attachment C);
- 4) Coordinate and keep open communications with the Juvenile Department Liaison regarding case planning, progression of the case and final disposition of the case.

B. The COUNTY agrees to:

- 1) Forward copies of appropriate documents, including police reports, to the City of Wilsonville Diversion Program.
- 2) Serve as the centralized depository for all records involving juvenile offenders;
- 3) Provide liaison staff for technical assistance, case consultation and networking as required.
- 4) Serve as a back-up for any and all cases failing to complete the City of Wilsonville Diversion Program.
- 5) Allow youth who score moderate risk on attachment B to be eligible for Juvenile Department funded resources.

III. Compensation

At this time the County will not compensate the City of Wilsonville for the Diversion Program.

IV. Liaison Responsibility

Robb Reed will act as liaison from the City of Wilsonville Diversion Program for this project. Jana Wiseman will act as liaison from the County.

V. Special Requirements

- A. The County and City of Wilsonville Diversion Program agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. The City of Wilsonville and the County each agree to protect and save the other, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the governmental unit's employees or third parties on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the governmental unit's, employees, subcontractors, or representatives under this agreement.
- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this agreement 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 agreement; 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 of Wilsonville Diversion Program 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. If funds associated with this project are used to subcontract, the governmental unit engaging the subcontractor shall make the subcontractor

conform to all the rules of this Agreement, and shall incorporate the language of the Agreement into the subcontract.

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

This agreement becomes effective upon acceptance by all parties and shall terminate on June 30, 2003.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided. Notwithstanding the termination provisions in this agreement, it is the intent of the parties to continue to project indefinitely.

Upon termination of this agreement, any unexpended balances of agreement funds shall remain with the COUNTY.

**CLACKAMAS COUNTY
BOARD OF COMMISSIONERS**

CITY OF WILSONVILLE

By: _____
Larry Sowa, Chair

City Manager **Date**

By: _____
Millicent Morrison, Recording Secretary