



TILLAMOOK COUNTY SHERIFF'S OFFICE

CONSERVATORS OF THE PEACE

Sheriff Joshua Brown

TILLAMOOK COUNTY AND PLACEMENT AGENCY COMMUNITY SERVICE PROGRAM AGREEMENT

This Community Service Program Agreement (the "Agreement") is made and entered into by and between Tillamook County Community Corrections, and "**NON-PROFIT AGENCY EXAMPLE CONTRACT**", hereinafter called "Placement Agency". For consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. PURPOSE

- A. This Agreement is to initiate and establish a relationship between Placement Agency and Tillamook County. This Agreement dictates the relative responsibilities of the parties for monitoring, supervising, and reporting the participation of Tillamook County Community Corrections clients in court-ordered community service activities.

II. DEFINITIONS

- A. "Community Service" as defined by Oregon Revised Statutes, means uncompensated labor for an agency whose purpose is to enhance physical or mental stability, environmental quality or the social welfare.
- B. "Community Service Client" or "Client" is defined herein as a Justice Involved Individual upon whom a court or a parole and probation officer has sentenced or imposed a condition to perform a specific number of hours of Community Service and is supervised by the Tillamook County Community Corrections.
- C. "Placement Agency" means a nonprofit organization or public body agreeing to accept Community Service Clients ("Clients") from Tillamook County Community Corrections and report on the progress of ordered Community Service to the Court or its delegate, the Tillamook County Community Corrections.
- D. "Community Service Time Sheet" is a sheet that is provided to the Placement Agency to keep track of hours worked by the referred client.

III. PROGRAM DESCRIPTION

- A. Tillamook County Community Corrections will interview and screen Justice Involved Individuals upon whom a court or a parole and probation officer has sentenced or imposed a condition to perform a specific number of hours of Community Service work. In cooperation with participating placement agencies, Tillamook County Community



TILLAMOOK COUNTY SHERIFF'S OFFICE

CONSERVATORS OF THE PEACE

Sheriff Joshua Brown

Corrections will assign Clients to Placement Agencies to perform the required Community Service work by a specific date. Tillamook County Community Corrections monitors monthly progress and works with Placement Agencies to assist with Clients. Based on information supplied by Placement Agencies, Tillamook County Community Corrections will report to the court or the sanctioning authority concerning the Clients' compliance with the terms of their Community Service obligations.

IV. EFFECTIVE DATE AND DURATION

Placement Agency's services will begin on the date that this Agreement is signed by all parties. Unless earlier terminated or extended, this contract shall expire one year from date this agreement is fully signed, or 30 days after either party gives written notice to the other of its intent to terminate this Agreement.

V. TILLAMOOK COUNTY RESPONSIBILITIES

- A. Tillamook County Community Corrections will describe the program to the Placement Agency contact/designee and will ascertain any required/pertinent information about the Placement Agency.
- B. Tillamook County Community Corrections will maintain its internal information concerning the Placement Agency and Placement Agency resource files.
- C. Tillamook County Community Corrections will advise Placement Agency of any change in the program that may impact the Placement Agency.
- D. Tillamook County Community Corrections will assist Placement Agency personnel in resolving any specific problems with Clients.
- E. Tillamook County Community Corrections will assign Clients to the Placement Agency, based on the initial intake interview and requirements stipulated by the Placement Agency.
- F. Tillamook County Community Corrections will ensure that Clients are appropriately notified that the Clients' participation in the Community Service program is strictly voluntary and in no way obligates payment of wages by or promises of employment with the Placement Agency.



TILLAMOOK COUNTY SHERIFF'S OFFICE

CONSERVATORS OF THE PEACE

Sheriff Joshua Brown

VI. PLACEMENT AGENCY RESPONSIBILITIES

- A. The Placement Agency shall designate a staff person who will act as the Placement Agency Contact. After the Tillamook County Community Corrections screens the Client, the Placement Agency Contact will then be responsible for either accepting or rejecting the Client and monitoring the Client's performance for the duration of the Client's hours of community service for the Placement Agency.
- B. The Placement Agency will not discriminate in serving Clients or in selection of volunteers on the basis of race, sex, age, marital status, sexual orientation, religion, handicap, color, political affiliation, national origin or any other non-merit factor.
- C. The Placement Agency Contact will interview the potential Client(s).
 1. The Placement Agency will only accept those Clients assigned by the Tillamook County Community Corrections to the Placement Agency and who show proof of such assignment. If a Client is accepted by the Placement Agency, then the Placement Agency and the Client will establish a work schedule and work assignment. The Placement Agency will provide any necessary training for the successful completion of the work assigned to the Client.
 - a. The Placement Agency will determine the Client's capability to do the work assigned and will reasonably address any relevant physical limitations the Client exhibits or documents.
 - b. If the Client is not accepted by the Placement Agency, the Placement Agency Contact will notify the Tillamook County Community Corrections and explain why the Client was rejected by the Placement Agency.
 2. At no time will the Placement Agency assign work to a Client that allows or requires the Client to:
 - a. Operate a motor vehicle.
 - b. Come into contact with alcoholic beverages or controlled substances.
 - c. Have access to minor children. (*If Client has past or present sex offense on his or her record*)
- D. The Placement Agency shall document the hours worked by Clients and shall record



TILLAMOOK COUNTY SHERIFF'S OFFICE

CONSERVATORS OF THE PEACE

Sheriff Joshua Brown

that information on the Community Service Time Sheet provided to the Clients by Tillamook County Community Corrections and delivered to the Agency.

1. The Placement Agency will maintain its own records of the hours worked by the Clients.
 2. The Placement Agency shall report hours worked on a monthly basis using monthly report forms provided by Tillamook County Community Corrections for that purpose.
 3. Tillamook County Community Corrections shall receive the monthly report of hours by the 5th of every month or upon request from a Tillamook County Community Corrections. When a Client's due date has been reached or total hours have been completed, the certification form of hours shall be returned to the Tillamook County Community Corrections.
- E. The Placement Agency shall immediately report any supervision problems or injuries involving a Client to the Tillamook County Community Corrections.
1. The Placement Agency will notify Tillamook County Community Corrections of any failure by the Client to fulfill his or her obligations to report pursuant to an established work schedule, complete a work assignment, or otherwise not substantially comply with terms of his or her supervision or placement.
 2. If any injury occurs, the Placement Agency shall insure the proper medical care is provided and will notify the Tillamook County Community Corrections immediately. The Placement Agency will provide appropriate documentation explaining the incident and cooperation in the investigation for such injuries.
- F. The Placement Agency is responsible for compliance with all applicable health and safety regulations (e.g. OR-OSHA) during the performance of work under this agreement. This includes providing Clients with appropriate safety equipment, providing training in the use of the equipment, and ensuring its proper use. Any refusal by a Client to utilize any of the above equipment or comply with any health and safety regulation will disqualify the Client from being allowed to perform any further work. In this case, the Placement Agency will notify the Tillamook County Community Corrections and return the Client's Referral to the Tillamook County Community Corrections for further disposition.
- G. The Placement Agency shall advise Tillamook County Community Corrections of any



TILLAMOOK COUNTY SHERIFF'S OFFICE

CONSERVATORS OF THE PEACE

Sheriff Joshua Brown

changes in the Placement Agency that would affect future use of the Placement Agency as a community service placement site.

- H. The Placement Agency acknowledges and agrees that community service work performed by a Client is not intended to replace or offset work performed by employees of the Placement Agency.

VII. LIABILITY

- A. Each Party to this Agreement shall indemnify and hold harmless the other Party from all claims, costs, damages, or expenses of any kind, including attorney's fees and other costs and expenses of litigation, for personal or property damage arising out of the Parties' performance as part of this Agreement. It is the intent of this section that each Party assumes any and all liability for its respective torts, errors, and omissions.
- B. Neither Party nor its agents or employees shall represent to the Client that the other shall assure or otherwise provide any form of liability coverage for the Client arising out of the Client's activities or activities of the County, its agents or employees, or the Placement Agency, its agents or employees under this Agreement. The Parties will encourage clients to obtain their own insurance.

VIII. INSURANCE

- A. Agency shall retain General Liability Insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each occurrence for bodily injury and property damage and provide proof of coverage to County upon request.

IX. GENERAL PROVISIONS

- A. Placement Agency certifies that it possesses the legal authority to enter into this Agreement.
- B. Each party, by signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have authority to execute this Agreement.
- C. The parties shall act in accordance with all applicable federal, state, county, and local laws, ordinances, and regulations affecting this Agreement and the work done by the Clients.



TILLAMOOK COUNTY SHERIFF'S OFFICE

CONSERVATORS OF THE PEACE

Sheriff Joshua Brown

- D. This agreement may not be amended, changed or modified in any way, except by written agreement signed by all parties hereto.
- E. This agreement shall be construed and enforced in accordance with the laws of the State of Oregon.
- F. This Agreement shall not become effective until all parties hereto have executed this Agreement.
- G. This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior express and/or implied statements, negotiations and/or agreements between the parties, either oral or written.

In witness whereof, the parties hereby enter into this Agreement this ____ day of _____, ____.

(PLACEMENT AGENCY NAME):

_____	_____	____/____/____
<i>Signed</i>	<i>Title</i>	<i>Date</i>

TILLAMOOK COUNTY COMMUNITY CORRECTIONS

_____	_____	____/____/____
<i>Signed</i>	<i>Title</i>	<i>Date</i>