



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

August 6, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an
Intergovernmental Agreement with
Colton School District for a School Resource Officer for the 2015-16 School Year

Purpose/Outcome	The Sheriff's Office will provide a Sheriff's Deputy to serve as a part-time School Resource Officer during the 2015 – 16 school year.
Dollar Amount and Fiscal Impact	The total billable amount under this agreement is \$55,648.80; 72 school days. Law enforcement activities will be billed hourly.
Funding Source	The Colton School District is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
Safety Impact	This agreement provides for the presence of a part-time School Resource Officer for the Colton School District.
Duration	This agreement is for the period September 8, 2015 through June 17, 2016.
Previous Board Action/Review	None
Contact Person	Shane Strangfield, Lieutenant – Office (503) 785-5081
Contract No.	None

BACKGROUND:

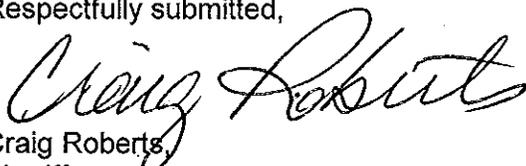
The Sheriff's Office will provide one part-time Sheriff's Deputy to serve as a School Resource Officer during the 2015 - 2016 school year. This is a continuation of an existing agreement between Clackamas County and the Colton School District.

This contract reimburses the Sheriff's Office for the cost of the Deputy.

RECOMMENDATION:

Staff recommends the Board approve and sign this cooperative intergovernmental agreement.

Respectfully submitted,


Craig Roberts,
Sheriff

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND THE
COLTON SCHOOL DISTRICT
FOR
SCHOOL RESOURCE OFFICER**

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) through the Clackamas County Sheriff and the Colton School District (Colton SD) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative relationship for the purpose of the COUNTY providing to Colton SD, a Deputy Sheriff to act as School Resource Officers as described herein.

II. Scope of Service

- A. The COUNTY agrees to provide a Deputy Sheriff beginning September 8, 2015 through June 17, 2016 to serve as a School Resource Officer (SRO). The scope of service is detailed in this Agreement and in "Attachment A" incorporated herein.
- B. Colton SD agrees at their expense to provide the COUNTY office space and equipment at Colton High School where the SRO will be assigned.

III. Personnel

- A. The COUNTY agrees to provide a Deputy Sheriff on a part-time basis. However, in the event of an emergency situation determined by the Sheriff, the Sheriff may rely upon the SRO's as a resource to respond to an emergency; compensation under this agreement shall not be affected. In such an event the Liaison for Colton SD will be notified and informed of the SRO leaving the school campus.
- B. Supervision and training of SRO personnel will be the responsibility of the COUNTY.

IV. Compensation

Colton SD will pay the COUNTY compensation as described in "Attachment A" for the contract year. The COUNTY agrees to bill Colton SD quarterly. Colton SD agrees to pay within 30 days of the receipt of the COUNTY'S invoice.

V. Liaison Responsibility

A Clackamas County Patrol Division Lieutenant will act as liaison for the Sheriff on issues relating to supervision, scheduling, and SRO responsibilities; an Undersheriff will act as liaison on all other matters relating to this Agreement. The Colton School District Superintendent or a designee will act as liaison for Colton SD.

VI. Liability

- A. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY shall indemnify, defend and hold harmless Colton SD, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of COUNTY personnel acting pursuant to this agreement.
- B. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, Colton SD shall indemnify, defend and hold harmless the COUNTY, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of Colton SD personnel acting pursuant to this agreement.

VII. Insurance

Colton SD agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The general aggregate shall apply separately. The insurance shall include the COUNTY as an additional insured. The COUNTY, at its option, may require a complete copy of the above policy. This policy shall be primary insurance as respect to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it. Colton SD's program of self-insurance shall meet requirements under this section.

VIII. Debt Limitation

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 therefore. Any provisions herein, which conflict with law, are deemed inoperative to that extent.

IX. Termination – Amendment

- A. This agreement may be terminated by either party upon thirty (30) days written notice to the other.
- B. This agreement and any amendments to it will not be effective until approved in writing by an authorized representative of the parties.
- C. This agreement supersedes and cancels any prior agreements between the parties hereto for similar services.

X. Term of Agreement

This agreement is for services beginning September 8, 2015 through June 17, 2016, and becomes effective upon the signatures of both parties.

Signature page follows

By their signatures below, the parties to this agreement agree to the terms, conditions, and content expressed herein.

BOARD OF CLACKAMAS COUNTY

COLTON SCHOOL
DISTRICT

John Ludlow,
Chair, Clackamas County Board
Date:

Jay Kirk - Superintendent

Recording Secretary
Date:

Date: 7/2/15

Craig Roberts

Sheriff Craig Roberts
Date: 7-20-15

Kimberley A. Younra 7-20-15

Approved as to form- County Counsel