



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

August 20, 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
North Clackamas School District for School Resource Officers in the 2015-16 School Year

Purpose/Outcome	The Sheriff's Office will provide two Sheriff's Deputies to serve as School Resource Officers during the 2015-16 school year.
Dollar Amount and Fiscal Impact	The total billable amount under this agreement is \$208,162.00. Law enforcement activities will be billed hourly.
Funding Source	The North Clackamas 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 one School Resource Officer at both Clackamas and Rex Putnam High Schools.
Duration	The agreement encompasses the school year beginning September 8, 2015 through June 17, 2016.
Previous Board Action/Review	Approved similar request in prior fiscal years
Contact Person	Shane Strangfield, Lieutenant – Office (503) 785-5081
Contract No.	None

BACKGROUND:

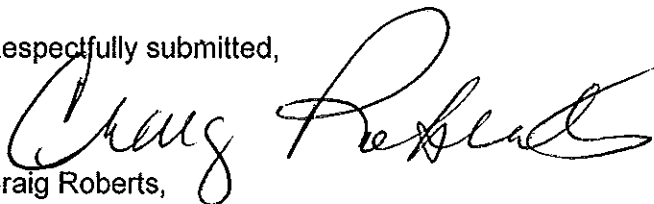
The Sheriff's Office will provide two Sheriff's Deputies to serve as School Resource Officers during the 2015-16 school year. This is a continuation of an existing agreement between Clackamas County and the North Clackamas School District. However, an additional School Resource Officer is added from FY 2014-15. Both Clackamas and Rex Putnam High Schools will be assigned one School Resource Officer.

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

RECOMMENDATION:

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

Respectfully submitted,


Craig Roberts,
Sheriff

"Working Together to Make a Difference"

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

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) through the Clackamas County Sheriff and the North Clackamas School District (NCSD) 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 NCSD, two Deputy Sheriffs to act as School Resource Officers as described herein.

II. Scope of Service

- A. The COUNTY agrees to provide two Deputy Sheriffs 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. NCSD agrees at their expense to provide the COUNTY office space and equipment at Rex Putnam and Clackamas High Schools where the SRO will be assigned.

III. Personnel

- A. The COUNTY agrees to provide two Deputy Sheriffs on a full-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 NCSD 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.
- C.

IV. Compensation

NCSD will pay the COUNTY compensation as described in "Attachment A" for the contract year. The COUNTY agrees to bill NCSD quarterly. NCSD 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 North Clackamas School District Superintendent or a designee will act as liaison for NCSD.

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 NCSD, 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, NCSD 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 NCSD personnel acting pursuant to this agreement.

VII. Insurance

NCSD 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. NCSD'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

NORTH CLACKAMAS SCHOOL DISTRICT

John Ludlow,
Chair, Clackamas County Board
Date:

C. [Signature]

Recording Secretary
Date:

7/6/15
Date:

Craig Roberts
Sheriff Craig Roberts
Date:

Kimberly A. [Signature]
Approved as to form County Counsel

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

“ATTACHMENT A”

SCOPE OF WORK / SCHOOL RESOURCE OFFICERS

The duty of a School Resource Officer may include the following:

The investigation and documentation of criminal activity at the schools; help provide a safe environment for students, staff, and parents on school property; work with administrators and staff on issues surrounding school safety and protection of the students and staff on campus; monitor and enforce traffic related matters in and around the school property; when authorized work with school staff in the enforcement of District and school policy; assist school staff in any emergency or disaster related events on school property; assist in reporting and investigating incidents that may have occurred off campus but are reported at the school; work with staff to provide information about law enforcement related topics and upon request act as a resource for teachers.

Salary formula per Deputy Sheriff:

\$77.29 (hourly rate) X 10 hours per day X 145 school days= \$112,070.50
(This is a 7.6% hourly rate increase over the 2014-2015 school year.)

Cost: 1 Deputy Sheriff position @ Clackamas High School / 145 days:	<u>\$104,081.00</u>
1 Deputy Sheriff position @ Rex Putnam High School / 145 days:	<u>\$104,081.00</u>
Total:	\$208,162.00

(Costs to be reconciled by actual hours worked.)

CERTIFICATE OF COVERAGE

DATE
7/23/2015

AGENT Brown & Brown Northwest 2701 NW Vaughn St, Ste. 340 Portland, OR 97210 www.bbnw.com	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN.
NAMED PARTICIPANT North Clackamas School District 12451 SE Fuller Rd Milwaukie OR 97222-4799	COMPANIES AFFORDING COVERAGE COMPANY A: Property and Casualty Coverage for Education COMPANY B: Genesis Insurance Company COMPANY C: COMPANY D: COMPANY E:

COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED PARTICIPANT HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH COVERAGE DOCUMENTS. AGGREGATE LIMITS WHICH ARE SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, SUITS OR ACTIONS. THE TITLES REFERENCED UNDER TYPE OF COVERAGE ARE INSERTED SOLELY FOR CONVENIENCE OF REFERENCE AND SHALL NOT BE DEEMED IN ANY WAY TO LIMIT OR EFFECT THE PROVISIONS TO WHICH THEY RELATE.

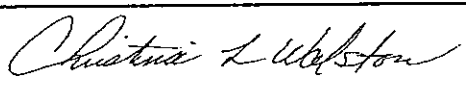
CO LTR	TYPE OF INSURANCE	COVERAGE DOCUMENT NUMBER	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	30P6001234	7/1/2015	7/1/2016	GENERAL AGGREGATE	\$ 20,000,000
	✓ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	\$ 500,000
	✓ PUBLIC OFFICIALS LIABILITY					
	✓ EMPLOYMENT PRACTICES					
	✓ OCCURRENCE					
A	AUTOMOBILE LIABILITY	30P6001234	7/1/2015	7/1/2016	GENERAL AGGREGATE	\$ 20,000,000
	✓ SCHEDULED AUTOS				EACH OCCURRENCE	\$ 500,000
	✓ HIRED AUTOS					
	✓ NON-OWNED AUTOS					
A	AUTO PHYSICAL DAMAGE	30P6001234	7/1/2015	7/1/2016	SCHEDULED AUTOS	PER SCHEDULE
	✓ SCHEDULED AUTOS				HIRED AND NON-OWNED AUTOS	\$
	✓ HIRED AUTOS					
	✓ NON-OWNED AUTOS					
B	EXCESS LIABILITY	30P6001234	7/1/2015	7/1/2016	GENERAL AGGREGATE	\$ 20,000,000
	✓ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	\$ 9,500,000
	✓ PUBLIC OFFICIALS LIABILITY					
	✓ EMPLOYMENT PRACTICES					
	✓ AUTO LIABILITY					
	PROPERTY					

DESCRIPTION
 RE: Operations of the Named Insured as respects IGA for School Resource Officer
 PACE General Liability Coverage Document Attached.
 Subject to policy terms, conditions and exclusions.

CERTIFICATE TYPE EVIDENCE OF INSURANCE CERTIFICATE ADDITIONAL PARTICIPANT CERTIFICATE

CERTIFICATE HOLDER

CANCELLATION

Clackamas County Sheriff's Office 2223 Kaen Rd. Oregon City OR 97045	SHOULD ANY OF THE COVERAGE DOCUMENTS HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PACE WILL ENDEAVOR TO MAIL WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <div style="text-align: right;">  Christina Walston </div>
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Applicable Coverage Document Definitions:

The following definitions are provided solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate, for complete details on the terms, conditions and exclusions of applicable Coverage Documents please refer to the PACE Liability Coverage Document.

Participant means:

1. The Named Participant and each of the following while acting within the course and scope of their duties as such:

- a. Members of the Board;
- b. Executive Officers;
- c. Employees;
- d. Volunteers and Agents;
- e. Registered Students whose course study includes on-the-job training, but only while acting under directions and within the scope of their activities performed while in training;
- f. Student Organizations, Parent Teacher Organizations, Booster Clubs and Foundations under the jurisdiction and supervision of the governing board; and
- g. Any person, entity or any organization the Named Participant is required by an Insured Contract to include as a Participant. This coverage will be limited to the extent of coverage and Limits of Liability required by the Insured Contract and will not increase the limits stated in SECTION V. – LIMITS OF LIABILITY or alter any of the terms of coverage stated in this Coverage Document. The Insured Contract must be effective and executed prior to a covered Occurrence or Wrongful Act. In no event shall coverage under this Coverage Document extend to any party for any Claim however or whenever asserted, arising out of such party's sole negligence. (1) The term "Additional Insured" if used in an Insured Contract shall be understood to mean the same as Additional Participant.

2. With respect to:

Mobile Equipment or any Auto, any person is a Participant while driving such Auto or Mobile Equipment with a Named Participant's permission. Any person, entity, or organization responsible for the conduct of such person is also a Participant, but only with respect to Bodily Injury or Property Damage arising out of the operation of the Auto or Mobile Equipment. However, the owner or anyone else from whom a Named Participant hires or borrows an Auto is a Participant only if that Auto is a trailer connected to an Auto a Named Participant owns. However, no person, entity, or organization is a Participant under this paragraph 2. with respect to:

- a. Property Damage to property owned by a Named Participant or the employer of any person who is a Participant under this provision;
- b. Any Auto a Named Participant hires or borrows from one of a Named Participant's Employees, volunteers or members of their households, if they are the owner of such Auto, unless acting within the scope of their duties on a Named Participant's behalf;
- c. Any Auto being used by a person employed in the business of selling, servicing, repairing, or parking Autos unless they are a Named Participant's Employees; or
- d. The movement of property to or from an Auto except a Named Participant, a Named Participant's Employees, lessees or borrowers of such Auto, and any employee of the lessees or borrowers.

Insured Contract means:

1. A legally enforceable contract that includes one or all of the following:

- a. A lease of premises as it relates to tort liabilities assumed by the Named Participant arising out of the lease, such assumption occurring in writing prior to the date of Occurrence;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a Public Body;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the Named Participant's operations (including an indemnification of a Public Body in connection with work performed by or for a Public Body) under which the Named Participant assume the tort liability of another person or entity to pay for Bodily Injury, Property Damage or Personal Injury to a third person or organization, provided the Bodily Injury, Property Damage or Personal Injury occurs subsequent to the execution of the contract or agreement; and
- g. Contracts for services with Public Bodies.

2. An Insured Contract does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer or surveyor acting as an independent contractor for injury or Damages arising out of professional errors or omissions;
- b. That indemnifies any person or organization for Damages by fire to premises rented or loaned to the Participant; and
- c. That involve the purchase or sale of real property or personal property.