



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

February 11, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between North Clackamas
Parks & Recreation District (NCPRD) and the Clackamas County Sheriff's Office (CCSO)
For Cooperative Use of NCPRD Facilities as CCSO Reporting Stations

Purpose/Outcome	To provide the Sheriff's Office shared use of designated office space in portions of selected buildings or out buildings for use as CCSO reporting stations and associated parking space(s), as well as additional office space and/or technology equipment installation which may be approved on a case-by-case basis.
Dollar Amount and Fiscal Impact	No compensation is required between the parties.
Funding Source	N/A
Safety Impact	NCPRD will benefit by facilitating an increased law enforcement presence at the various facilities. CCSO will be able to perform reporting function more conveniently and efficiently.
Duration	Effective upon signature for a period of five (5) years, ending on 02/11/21, with the option of annual renewal by July 1 of each year until amended or extended in writing.
Previous Board Action/Review	None
Contact Person	Adam Phillips, Lieutenant – office (503) 785-5137
Contract No.	

BACKGROUND:

NCPRD and CCSO recognize a common purpose and mutual benefit, and therefore desire to cooperate to provide effective and efficient services to the public by allowing use of NCPRD facilities to co-locate CCSO reporting offices.

CCSO will benefit by having access to facilities throughout the NCPRD Service Area and NCPRD will benefit from the increased presence of CCSO to enhance observation and enforcement of rules and laws.

RECOMMENDATION:

Staff recommends the Board approve this cooperative agreement and authorizes Craig Roberts, Sheriff to sign on behalf of Clackamas County.

Respectfully submitted,

Matt Ellington, Undersheriff

**INTERGOVERNMENTAL AGREEMENT
BETWEEN NORTH CLACKAMAS PARKS & RECREATION DISTRICT
AND CLACKAMAS COUNTY ON BEHALF OF THE CLACKAMAS COUNTY SHERIFF'S OFFICE
FOR COOPERATIVE USE OF NCPRD FACILITIES AS CCSO REPORTING STATIONS**

This Agreement is entered into pursuant to the authority granted in Oregon Revised Statutes, Chapter 190, between the North Clackamas Parks & Recreation District, (NCPRD) a parks and recreation county service district organized and existing under the authority of Oregon Revised Statutes Chapter 451, and Clackamas County (COUNTY) on behalf of the Clackamas County Sheriff's Office, (CCSO), to provide for cooperative use of selected NCPRD Buildings as CCSO reporting facilities.

In reliance and on the terms and conditions set forth below, the parties hereby agree that:

1. PURPOSE

NCPRD and CCSO recognize a common purpose in providing consistent availability of recreation and policing services throughout the area. NCPRD owns buildings located throughout the recreation district service area, some of which are suitable for use as CCSO reporting stations. Each desire to cooperate to provide effective and efficient services to the public by allowing use of NCPRD facilities to co-locate CCSO reporting offices. CCSO will benefit by having access, as needed and available, to facilities throughout the NCPRD Service Area so that CCSO Officer's can more conveniently & efficiently perform reporting functions.

NCPRD will benefit by facilitating an increased law enforcement presence at the various NCPRD facilities being utilized by CCSO, to enhance observation and enforcement of rules and laws.

2. FACILITY USE

2.1 TERMS

2.1.1 NCPRD agrees to provide CCSO the shared use of designated office space in portions of selected buildings or out buildings for use as CCSO reporting stations and associated parking space(s). The ownership and control of these facilities will remain with NCPRD. NCPRD agrees to provide 60 days notice if an office space is required to be vacated by CCSO.

2.1.2 Additional office space and/or technology equipment installation may be requested by CCSO in any NCPRD facility and may be approved on a case-by-case basis with associated costs to CCSO.

2.1.3 NCPRD agrees to provide the following services:

- A. Unlimited internet access if currently installed.
 - B. "Utilities" including natural gas, water services, sewer services, electricity, refuse removal. (where available)
 - C. Heating and air conditioning (where available)
 - D. Restroom facilities. (where available)
 - E. Parking spaces.
 - F. Security access to specified office space and facilities for non-felon personnel following successful CCSO background check.
 - G. Building maintenance (roof, paint, HVAC, etc.) as funding is available based on NCPRD's capital asset repair & replace program.
 - H. A power source and facility access for CCSO owned WiFi equipment location and maintenance. (where available)
- 2.1.4 CCSO will have use of designated office space and will limit its use of the facility to those services necessary to provide and support law enforcement activities. CCSO personnel will be responsible for unlocking and locking doors and/or gates as necessary to gain access to NCPRD facilities and secure them when done utilizing. NCPRD will provide appropriate keys and access codes to CCSO as needed.
- 2.1.5 CCSO use of the NCPRD facilities will in no case interfere with the primary purpose of the facility to serve as a recreation area. CCSO personnel should alert NCPRD staff, tenants or contractors of their presence when entering an NCPRD facility, especially during non-business hours if they are also occupying the facility.
- 2.1.6 Appropriate CCSO vehicle parking locations will be identified on a site-by-site basis in order to avoid conflicts with NCPRD staff or public use, and also to maximize visibility of CCSO vehicles to the general public.
- 2.1.7 All CCSO technology equipment installations will require NCPRD approval to limit any potential interference with NCPRD technology systems.
- 2.1.8 CCSO is responsible to provide telephone equipment and telephone service in all CCSO reporting station office spaces.
- 2.1.9 CCSO will provide printers in CCSO reporting stations.
- 2.1.10 CCSO will provide and maintain WiFi equipment in selected NCPRD facilities.
- 2.1.11 CCSO will provide ordinary and regular cleaning for the office spaces designated as CCSO reporting offices in each NCPRD facility. The offices are expected to be maintained in the condition as when originally occupied.

2.1.12 CCSO agrees that no hazardous material/substances will be brought into or stored inside a NCPRD facility at any time.

2.1.13 CCSO will provide all furniture located within each of their reporting station office spaces.

2.1.14 NCPRD is not responsible for any loss of CCSO property or data from any cause.

2.2.15 As time allows, CCSO personnel agree to observe activities and conditions in and around the NCPRD facilities which they utilize, and respond to situations which may warrant their time and attention in an effort to ensure that NCPRD rules are being adhered to and to protect public property and public safety.

3. TERM OF AGREEMENT

3.1 This Agreement shall be in effect for five (5) years upon written approval. The Agreement shall continue thereafter renewing annually by July 1 of each year until amended or extended in writing. Either party may terminate this Agreement at any time by giving sixty (60) days advance written notice to the other.

3.2 Upon termination of the Agreement, equipment installed in CCSO designated office space by NCPRD will remain the property of CCSO. NCPRD and CCSO agree that upon termination the office spaces will be returned in the same condition as when originally occupied, excepting normal wear and tear.

4. FORCED LIMITATIONS

In the event there is a state-wide legislation beyond the control of either party, limiting either property tax or the services provided by CCSO or NCPRD, this Agreement may be renegotiated. Renegotiating shall begin upon the written request of either party.

5. INDEMNITY AND INSURANCE

5.1 Each party agrees solely to be liable for and hold the other harmless from any claims, actions or suits arising from its acts or those of its employees, officers, directors, agents, or volunteers in carrying out the purpose of this Agreement. Each party agrees to maintain liability insurance or self insurance for risks arising out of this Agreement, which covers the other party as an additional insured.

5.2 Each party agrees to provide workers' compensation insurance for its employees, and to hold the other party harmless for injuries and work-related illnesses to its employees.

5.3 NCPRD agrees to insure its buildings with the coverage provided through the County self insurance program for any damage and destruction of building, tenant improvements and betterments.

5.4 Each party agrees that neither party shall act as the agent of the other, and no employee of one party shall be considered to be an employee of the other party for any purpose.

6. COMPENSATION

This is a cooperative agreement; no compensation is required between the parties.

7. AMENDMENT

This Agreement may be amended only in writing upon the mutual consent of both parties. Parties agree that NCPRD may from time to time identify facilities for CCSO use and that will not trigger the requirements of an amendment.

8. TERMINATION OF PREVIOUS AGREEMENT

This Agreement supersedes all previous agreements for the provision of shared use of NCPRD facilities between NCPRD and CCSO. Any former agreements are terminated on the effective date of the signing of this agreement.

SIGNATURE LINE FOLLOWS:

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

Subscribed this _____ day of _____, 2016

NORTH CLACKAMAS PARKS
AND RECREATION DISTRICT

Clackamas County Sheriff's Office

BY: _____
Chair

BY: _____
County Sheriff