



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

October 20, 2016

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 2016-17 School Year

Purpose/Outcome	The Sheriff's Office will provide two Sheriff's Deputies to serve as School Resource Officers during the 2016-17 school year.
Dollar Amount and Fiscal Impact	The total billable amount under this agreement is \$230,898.00. 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 6, 2016 through June 14, 2017.
Previous Board Action/Review	Approved similar request in prior fiscal years
Contact Person	Adam Phillips, Lieutenant – Office (503) 785-5137
Contract No.	None

BACKGROUND:

The Sheriff's Office will provide two Sheriff's Deputies to serve as School Resource Officers during the 2016-17 school year. This is a continuation of an existing agreement between Clackamas County and the North Clackamas School District. Both Clackamas and Rex Putnam High Schools will be assigned one School Resource Officer.

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

RECOMMENDATION:

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

Respectfully submitted,


Matt Ellington,
Undersheriff

"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, a Deputy Sheriff to act as School Resource Officer as described in "Attachment A" to this agreement.

II. Scope of Service

- A. The COUNTY agrees to provide two Deputy Sheriff beginning September 6, 2016 through June 14, 2017 to serve as a School Resource Officer (SRO). The scope of service is detailed in "Attachment A" to this agreement.
- 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 Sheriff 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.

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 COUNTY 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. 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.

VIII. 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 Board of County Commissioners of Clackamas County.
- C. This agreement supersedes and cancels any prior agreements between the parties hereto for similar services.

IX. Term of Agreement

This agreement is for services beginning September 6, 2016 through June 15, 2017, 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:



Kerensa Mauck
Director, Business Ops.
NCSD
9/16/16
Date:

Recording Secretary
Date:



Sheriff Craig Roberts
Date:

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:

\$79.62 (hourly rate) X 10 hours per day X 145 school days= \$115,449.00
(This is a 2.9% hourly rate increase over the 2015-2016 school year.)

Cost: 1 Deputy Sheriff position @ Clackamas High School / 145 days:	<u>\$115,449.00</u>
1 Deputy Sheriff position @ Rex Putnam High School / 145 days:	<u>\$115,449.00</u>
Total:	\$230,898.00

(Costs to be reconciled by actual hours worked.)