



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

Board of County Commissioners
Clackamas County

Approval of an intergovernmental agreement (IGA) between Clackamas County Sheriff's Office (CCSO) and Clackamas County Fairgrounds and Event Center (FAIR) for law enforcement services. Total value is up to \$22,500.00. County General Funds are not involved.

Purpose/Outcome	CCSO agrees to provide approximately 240 hours of law enforcement services during the Clackamas County Fair
Dollar Amount and Fiscal Impact	The total contract value is estimated at \$22,500.00; the FAIR will reimburse the County for actual costs, on a per deputy, per hour basis, incurred while performing the law enforcement services
Funding Source	Clackamas County Fairgrounds will be providing the funding under this IGA
Duration	Contract expires upon the completion of the obligation or August 20, 2022, whichever is sooner
Previous Board Action/Review	None
Strategic Plan Alignment	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy, and secure communities
Counsel Review	Date of Counsel review: July 19, 2022 Andrew Naylor
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Item is an IGA
Contact Person	Nancy Artmann nartmann@clackamas.us

BACKGROUND:

Clackamas County Fairgrounds has requested that CCSO provide staffing for law enforcement services from August 16, 2022, through August 20, 2022. CCSO has estimated the cost of this agreement at \$22,500.00 and will invoice the FAIR for the actual costs of providing this service on a per deputy, per hour basis.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners signs and approves this agreement between Clackamas County Sheriff's Office and the Clackamas County Fairgrounds and Event Center.

Respectfully submitted,

Angela Brandenburg
Sheriff

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY SHERIFF'S OFFICE (CCSO)
AND CLACKAMAS COUNTY FAIRGROUNDS AND EVENT CENTER**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, on behalf of the Clackamas County Sheriff's Office ("CCSO"), and the Clackamas County Fairgrounds and Event Center ("Agency"), a County Fair Board formed under ORS 565.210-565.300, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

The Agency has requested, and the County has agreed, that the County provide Sheriff staffing for law enforcement services to the Clackamas County Fairgrounds during the dates specified in Exhibit A.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution by both parties and shall expire upon the completion of each and every obligation of the Parties set forth herein, or on August 20, 2022, whichever is sooner.
2. **Scope of Work.** County agrees to provide approximately 240 hours of law enforcement services during the Clackamas County Fair, as further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** In consideration for County performing the Work, Agency will reimburse County for the actual hourly costs of providing deputies to perform the Work. The hourly costs are based on the rank of the individual deputy performing the Work. Agency will reimburse County for actual costs incurred per hour, per deputy. County estimates that the average rate will be \$103.27 per hour, per deputy. The parties estimate that the cost for County performing the Work will total the sum of \$22,500.00. However, the \$22,500.00 sum is an estimate, and Agency will be obligated to reimburse County for the actual costs, on a per deputy, per hour basis, incurred in performing the Work at the rates set forth herein.
4. **Payment.** Unless otherwise specified, the Agency shall provide reimbursement within 30 days of receiving the invoice from the County. Invoices shall describe all Work performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made by the Agency to the County following review and approval of invoices submitted by the County.

5. Representations and Warranties.

- A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Either Party may terminate this Agreement in the event the terminating Party fails to receive expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

However, neither Agency nor any attorney engaged by Agency shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Agency settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. The CCSO Patrol Captain or their designee will act as liaison for the County.

Contact Information:

Brad O'Neil, Patrol Captain – Clackamas County Sheriff's Office
Desk: 503-785-5137
Email: bradleyone@clackamas.us

Finance Contact:

Nancy Artmann, Finance Manager – Clackamas County Sheriff's Office
Desk: 503-785-5012
Email: nartmann@clackamas.us

The Clackamas County Fairgrounds and Event Center Director or their designee will act as liaison for the Agency.

Contact Information:

Brian Crow, Director of Clackamas County Fairgrounds and Event Center
Email: brianc@ccfairevents.com

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state, and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. **Subcontract and Assignment.** County shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the Agency, which shall be granted or denied in the Agency's sole discretion. Agency's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (O), (P), (R), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Time is of the Essence.** County agrees that time is of the essence in the performance this Agreement.
- P. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- Q. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

R. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.


IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

Chair, Board of County Commissioners

Date

Clackamas County Fair Board



[name/title] Brian Crow, Exec. Dir.

7/28/22

Date

Exhibit A

SCOPE OF WORK

County to provide Sheriff staffing for law enforcement services at the Clackamas County Fairgrounds during the Clackamas County Fair for a total of up to 240 hours from August 16th to August 20th, 2022.

The hours worked are to be split into shifts and staffed as follows:

Tuesday August 16, 2022	Time	Staffing Level	Total Hours
	0800-1600	2 Deputies	16 hours
	1500-2300	2 Deputies	16 hours
	1200-2200	1 CSO	10 hours
			42 hours

Wednesday August 17, 2022	Time	Staffing Level	Total Hours
	0800-1600	2 Deputies	16 hours
	1500-2300	2 Deputies	16 hours
	1200-2200	1 CSO	10 hours
			42 hours

Thursday August 18, 2022	Time	Staffing Level	Total Hours
	0800-1600	2 Deputies	16 hours
	1500-2300	2 Deputies	16 hours
	1200-2200	1 CSO	10 hours
			42 hours

Friday August 19, 2022	Time	Staffing Level	Total Hours
	0800-1600	2 Deputies	16 hours
	1500-2400	3 Deputies	27 hours
	2000-2400	1 Deputy	4 hours
	1200-2200	1 CSO	10 hours
			57 hours

Saturday August 20, 2022	Time	Staffing Level	Total Hours
	0800-1600	2 Deputies	16 hours
	1500-2400	3 Deputies	27 hours
	2000-2400	1 Deputy	4 hours
	1300-2300	1 CSO	10 hours
			57 hours