



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

May 18, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement between Clackamas County Behalf of the Clackamas County Sheriff's Office and the State of Oregon, acting by and through the Oregon State Police (OSP) for use of the Public Safety Training Center (PSTC) Complex

Purpose/Outcome	Approval of the IGA to provide range services for training activities
Dollar Amount and Fiscal Impact	\$10,000 annually, billed to the Oregon State Police based upon actually cost as outlined in County Code Appendix A - Fee
Funding Source	Revenue
Duration	Current through January 31, 2026
Previous Board Action/Review	None
Strategic Plan Alignment	Furthers the County's focus to keeping our residents safe, healthy and secure
Counsel Review	Andrew Naylor 4/20/2021
Procurement Review	Item is an IGA
Contact Person	Ryan Brown, CCSO PSTC Manager 503.794.8039
Contract No.	IGA-598-21

BACKGROUND:

The purpose of this IGA is to contractually formalize a longstanding relationship with OSP, one of many area law enforcement agencies (local, state, & federal) in the metro area and Clackamas County that pay to utilize training assets managed by CCSO. Provides cost recovery for Clackamas County and promotes safer community policing/outcomes for the region.

RECOMMENDATION: Sheriff's Office respectfully requests that the Board of County Commissioners approves this intergovernmental agreement between Clackamas County by and through its Sheriff's Office and the State of Oregon, acting by and through the Oregon State Police.

Respectfully submitted,

Jenna Morrison
Chief Deputy

INTERGOVERNMENTAL AGREEMENT

Between Clackamas County on Behalf of the Clackamas County Sheriff's Office

and

Oregon State Police

For Use of Public Safety Training Center - Bowman Training Complex

This intergovernmental agreement ("Agreement") is entered into by and between Clackamas County ("County"), a political subdivision of the State of Oregon, by and through its Sheriff's Office ("CCSO"), and Oregon State Police, a state agency. This Agreement is authorized pursuant to ORS 190 *et. seq.* and becomes effective upon full execution by the parties.

RECITALS

Whereas, ORS 190 authorizes County, a local unit of government, and Agency, a state agency, to enter into this Agreement for the performance of a duty imposed upon the County or Agency to exercise a power conferred upon the County or the Agency or to administer a policy or program delegated to the County or the Agency;

Whereas, County owns and the Clackamas County Sheriff's Office operates the Public Safety Training Center (PSTC) Complex ("Complex"), which includes the Bowman Building, located at 12700 SE 82nd Ave Clackamas, OR 97015;

Whereas the Complex is an ideal facility for various law enforcement training activities and exercises;

Whereas Agency wishes to utilize the Complex, obtain training from CCSO staff, purchase ammunition for use at the PSTC Bowman Training Complex shooting range, or otherwise utilize the Complex for uses approved by the Sheriff's Office;

NOW THEREFORE, pursuant to ORS 190.003 *et. seq.*, and for good and valuable consideration, the receipt of which is hereby acknowledged, County and Agency agree as follows:

- 1. Term:** this Agreement is affective as of the date all required signatures are obtained and remains in place until January 31, 2026, or terminated by one or more of the parties hereto as provided for in Section 15.
- 2. Scope:** Subject to the terms and conditions of this agreement, Agency may use the Complex for law enforcement education, training, and development purposes.

3. Consideration: Agency shall compensate County for use of the Complex pursuant to the County's then-current fees and rate schedule. It is Agency's responsibility to inquire as to the current fee and rate schedule prior to using the Complex. County shall provide Agency an invoice for all amounts due and owing for use of the Complex. Agency shall pay all invoices within sixty (60) days upon issuance by the County. If an invoice is not timely paid, Agency will be charged a late fee of ten percent (10%) of the unpaid invoice amount. If Agency fails pay an invoice, together with the late fee, within ninety (90) days from the date the County originally issued the invoice, Agency shall be prohibited from using the Complex unless and until all unpaid amounts have been paid to the County.

4. County/CCSO Responsibilities: County agrees to the following:

- a. County/CCSO will maintain the Complex in a clean and functional manner, consistent with the general maintenance and care of other County facilities.
- b. CCSO will make available the Complex, including its classrooms, training rooms, and shooting range, to Agency subject to the terms and conditions of this Agreement.
- c. CCSO will sell to Agency ammunition, as supplies allow, for use by the Agency at the Complex's shooting range. The sales price of the ammunition shall be in an amount determined by CCSO, which is subject to change due to market fluctuations.

5. Agency Responsibilities:

- a. Agency shall ensure timely arrival and departure from the Complex in accordance with an approved reservation.
- b. Agency shall ensure use of the Complex is limited only to those activities approved by the CCSO.
- c. Agency will return any portion of the Complex used by the Agency to its original, clean condition.
- d. Agency shall promptly report to the CCSO Lead Firearms contact listed in Section 26 any physical injury which happens within the Complex or any property damage to the Complex.
- e. Agency shall timely pay any invoice for use of the Complex.
- f. Agency shall complete all trainings, instructions, or certifications required by CCSO prior to use of the Complex.
- g. Agency shall, upon request by the County/CCSO, immediately cease use and vacate the Complex if the County determines, in its sole discretion, that Agency's use of the Complex conflicts with County's intended use of the Complex.
- h. Agency shall comply with all other terms and conditions of this Agreement.

6. Reservations and Conflicting Use: Agency's use of the Complex is conditioned upon submission of a timely, written reservation identifying the dates, times, and intended use of the Complex. Agency shall pay a reservation fee in the amount

set forth in the County's then-current fees and rate schedule. It is Agency's responsibility to inquire as to the current fee and rate schedule prior to making a reservation. All reservations shall be for a minimum of 4 hours of use unless CCSO consents, in writing, to a lesser period. For reservations cancelled between seven (7) days and four (4) weeks prior to the intended date of use, Agency shall pay 50% of the reservation fee. For reservations cancelled less than seven (7) days before the date of intended use, Agency shall pay the full reservation fee. If Agency intends to use the Complex's shooting range, Agency shall notify CCSO of its intent to purchase ammunition as part of its written reservation. Agency shall, to the maximum extent possible, submit a written reservation request at least one (1) month in advance of the intended use.

Notwithstanding any other provision of this Agreement, the undersigned parties expressly agree and acknowledge that Agency's use of the Complex is subordinate and subject to CCSO use of the Complex. Agency may not use the Complex if such use conflicts with the CCSO use of the Complex. The County/CCSO may, for any reason and in County/CCSO's sole discretion, deny Agency's requested use of the Complex, or revoke and rescind a previously authorized use of the Complex.

- 7. Afterhours Access:** CCSO may, in its sole discretion, permit Agency access to the Complex outside of normal business hours, including weekends and holidays. Agency's access to the Complex outside of normal business hours is subject to, and contingent upon, Agency's successful completion of any and all trainings, instructions, or certifications CCSO determines, in its sole discretion, are required to permit such access. CCSO may condition Agency's access to the Complex outside of normal business hours upon Agency's acceptance of any additional terms and conditions CCSO determines, in its sole discretion, may be required to permit such access.
- 8. Condition of PSTC Bowman Complex:** County makes no representations or warranties, express or implied, as to the condition of the Complex or its fitness for any particular use by Agency.
- 9. Cleaning and Repair Costs:** Prior to leaving the Complex, Agency will return any portion of the Complex used by the Agency to its original, clean condition. Agency shall be responsible for any cleaning and/or repair costs arising from or related to Agency's use of the Complex, excluding any removal or remediation of any lead or lead contamination on, next to, or associated with the use, maintenance or operation of the Complex. County shall provide Agency an invoice for any cleaning and/or repair costs incurred by County as a result of Agency's use of the Complex, subject to the exception and exclusion noted above. Agency shall pay all invoices within sixty (60) days upon issuance by the County. If an invoice is not timely paid, Agency will be charged a late fee of ten percent (10%) of the unpaid invoice amount. If Agency fails to pay an invoice,

together with the late fee, within ninety (90) days from the date the County originally issued the invoice, Agency shall be prohibited from using the Complex unless and until all unpaid amounts have been paid to the County.

10. Gun Handling. Gun handling or other use outside of the Complex's shooting range is not permitted. All guns must be holstered, cased, or slung muzzle-down when transferred from the parking lot into the Complex.

11. Targets and Shooting Lane Use. When using the Complex's shooting range, targets should be placed at the appropriate height and orientation to avoid shooting the ground, ceiling, or carrier components. Whenever possible, shooting lanes near the walls should not be used to avoid wall strikes.

12. Compliance with Applicable Law. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to Agency's use of the Complex.

13. Express Assumption of Risk. By signing this agreement, Agency appreciates the risks involved in Agency's use of the Complex and hereby expressly assumes any and all risks arising out of or relating to Agency's use of the Complex.

14. Indemnification.

- a. Agency shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, Agency's use of the Complex, or from any act, omission, or neglect of Agency, its agents, or employees.
- b. Subject to the Oregon Tort Claims Act and the Oregon Constitution including, but not limited to, the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, the County shall defend, indemnify and save harmless Agency and its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the negligent or willful acts or omissions of the County, its officers, deputies, employees, or agents associated with this Agreement and over which the County has a right to control.
- c. Subject to the Oregon Tort Claims Act and the Oregon Constitution, Agency shall defend, indemnify and save harmless the County, its officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the negligent or willful acts or omissions of Agency, its officers, employees or agents associated with this Agreement and over which the Agency has a right to control.

15. Termination. This Agreement may be terminated as follows:

- a. Termination for Convenience. This Agreement may be terminated at any time by mutual consent of the parties, or by County/CCSO for convenience upon thirty (30) days written notice to Agency.
- b. Termination for Cause. Either Agency or County/CCSO may terminate this Agreement at any time if that party (the “terminating Party”) has determined, in its sole discretion, that the other party has failed to comply with the conditions of this Agreement and is therefore in default (the “defaulting Party”). The terminating Party shall promptly notify the defaulting Party in writing of that determination and document such default as outlined herein. The defaulting Party shall have 30 days to cure the default described by the terminating Party. If the defaulting Party fails to cure the default within such 30-day period, then this Agreement shall terminate 10 days following the expiration of such 30-day period.

16. Insurance. As Agency is self-insured, Agency shall provide documentation to the County of Agency’s self-insured status. Such documentation is found on the DAS Risk website:

<https://www.oregon.gov/das/Risk/Pages/CertCovRequest.aspx#cert1>

17. 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, action, or suit that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

18. 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.

19. Integration. This Agreement contains the entire agreement between County/CCSO and Agency and supersedes all prior written or oral discussions or agreements.

- 20. Amendments.** County and Agency may amend this Agreement at any time. No amendment shall bind either party unless in writing and signed by all parties. Any such amendment shall be effective only in the specific instance and for the specific purpose given.
- 21. Waiver.** Failure of County to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce any other provision of this Agreement. Waiver of any default under this Agreement by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.
- 22. 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 would conflict with law are deemed inoperative to that extent.
- 23. No Third Party Beneficiaries.** County and Agency are the only parties to the Agreement and are the only parties entitled to enforce its terms. Nothing in the 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 the Agreement.
- 24. Assignment.** Agency shall not assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from County which shall be granted or denied in County's sole and absolute discretion. 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.
- 25. Execution and Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 26. Notifications.** All notices required under this Agreement, including scheduling and reservations requests and related issues, are to be made as follows:

Agency: Oregon State Police

Training Coordinator:
Jason Perrizo, Senior Trooper
Firearms Program Coordinator
4190 Aumsville Hwy SE
Salem, OR 97317

503-798-6730
jperriz@osp.oregon.gov

Billing Contact:
OSP Accounts Payable 3565 Trelstad Ave SE
Salem, OR 97317

Or: ospaccounting@osp.oregon.gov

The County:
PSTC Business Manager: 503-794-8039
CCSO Lead Firearms: 503-794-8066
CCSO Training Coordinator: 503-794-8071

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

Clackamas County:

Agency:

By: Date

Joel Lujan, Major 4/15/21

By: Joel Lujan Date

Title:

Title: Major, Gaming & Business Services

Approved as to Form:

[Signature] 04/20/2021

County Counsel/Director Date