

AMENDATORY AGREEMENT NO. 1

to

INTERGOVERNMENTAL AGREEMENT

A2012-102-4

between

THE CITY OF SALEM,

an Oregon municipal corporation,

("City")

and

SALEM-KEIZER SCHOOL DISTRICT 24J,

an Oregon school district,

("District")

for

the provision of resource officer services for the Salem-Keizer public schools
during the 2015-2016 school year

RECITALS

- A. The City and the District previously entered into an Intergovernmental Agreement effective July 1, 2015 (the "Agreement") in order for the City to provide resource officer services for the District during the 2015-2016 school year; and
- B. The City and the District would like to extend the provision of resource officer services through the 2016 summer school session; and
- C. The Parties wish to amend the Agreement in order to extend its term through the 2016 summer school session and set forth compensation provisions for the services provided by the City.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits and obligations set forth herein, the parties agree as follows:

1. Amend Subsection 2.1, as follows, with ~~strikeout~~ wording deleted and underscored wording added:

2.1 The District shall compensate the City for all services provided under this Agreement during the regular school year by payment of the total sum of \$515,678.00 (five hundred fifteen thousand, six hundred seventy-eight dollars). Payment for services provided during the regular school year will be divided into three (3) equal installments of \$171,892.67 (one hundred seventy-one thousand, eight hundred and ninety-two dollars and sixty-seven cents). The first installment shall be due and payable on the first day of September 2015. The second installment shall be due and payable on the first day of December 2015, and the third and final installment shall be due and payable on the first day of March 2016. The District shall compensate the City for all services provided under this Agreement during the 2016 summer school session by

payment of the total sum of \$5,864.00 (five thousand eight hundred and sixty-four dollars). Payment for services provided during the 2016 summer school session will be divided into two payments as follows: one payment of \$2469.00 (two thousand four hundred and sixty-nine dollars) shall be due and payable on June 30, 2016, for all services provided from June 20, 2016, through June 30, 2016; a second payment of \$3395.00 (three thousand three hundred and ninety-five dollars) shall be due and payable on or before July 31, 2016, for all services provided from July 1, 2016, through July 21, 2016.

2. Amend Subsection 3.1, as follows, with ~~strikeout~~ wording deleted and underscored wording added:

3.1 Unless sooner terminated as provided in Sections ~~Subsections~~ 3.2 and 3.3 below, this Agreement shall be effective on July 1, 2015, and shall remain in effect up to and including ~~June 30, 2016~~ July 31, 2016.

3. Replace "Exhibit 'B,' Personnel and Services," with "Amended Exhibit 'B,' Personnel and Services," which is attached hereto and incorporated herein by this reference.

4. This Amendatory Agreement No. 1 is effective June 1, 2016.

5. Except as specifically modified by this Amendatory Agreement No. 1, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Amendatory Agreement No. 1 to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

CITY OF SALEM, OREGON

**SALEM-KEIZER SCHOOL DISTRICT
24J**

By: _____
Steven D. Powers

Title: City Manager

Date: _____

By: _____
Michael D. Wolfe

Title: Chief Operations Officer

Date: _____

AMENDED EXHIBIT "B"

PERSONNEL AND SERVICES

In consideration of the total amount of \$521,542.00 (Five hundred and twenty-one thousand, five hundred and forty-two dollars), the City of Salem agrees to provide School Resource Officers during the 2015-2016 school year and during the 2016 summer school sessions at the following Salem-Keizer School District 24J schools:

High Schools: North, South, West, Sprague, and McKay.

Middle Schools: Parish, Crossler, Waldo, Judson, Leslie, Walker, and Straub.

The School Resource Officers shall provide services to the District as outlined in the primary Agreement. The District shall pay fifty percent (50%) of the direct costs of each assigned School Resource Officer and associated expenses for the entire school year and for the 2016 summer school session. The direct cost for one (1) Sergeant, one (1) Corporal, and seven (7) Officers includes: the officer's salary and benefits, supplies, training, vehicle rental and other incidental expenses.

The names of School Resource Officers assigned to individual schools will be provided to the District in September of 2015, and shall be updated as needed.