

INTERGOVERNMENTAL AGREEMENT

A2012-102-5

This Agreement is made between

THE CITY OF SALEM,
an Oregon municipal corporation
("City"),

and

SALEM-KEIZER SCHOOL DISTRICT 24J,
an Oregon school district
("District"),

for the purpose of providing resource officer services for the Salem-Keizer public schools during the 2016-2017 school year

RECITALS

- A. The District is a public body engaged in providing educational services; and
- B. The City is a public body engaged in providing municipal services, including law enforcement, to its citizens; and
- C. The parties wish to establish a positive working relationship between themselves in a cooperative effort to prevent juvenile delinquency and assist in student development; and
- D. The parties have a public interest in maintaining a safe and secure environment on school campuses which is conducive to teaching and learning; and
- E. The parties wish to promote positive attitudes regarding law enforcement's role in society and to inform students of their rights and responsibilities as lawful citizens; and
- F. The parties find that the performance of this Agreement will benefit the public; and
- G. This Agreement is entered into pursuant to ORS 190.010, *et seq.*

AGREEMENT

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

1. CITY OBLIGATIONS:

- 1.1 Provide law enforcement services of the Salem Police Department Youth Services Unit, as described in Exhibit "A," Memorandum of Understanding, which is attached hereto and incorporated herein by this reference, in District schools,

including School Resource Officers officed at schools as agreed upon in writing by the City and the District.

2. DISTRICT OBLIGATIONS:

- 2.1 The District shall compensate the City for all services provided under this Agreement by payment of the total sum of \$523,540.00 (five hundred twenty-three thousand, five hundred and forty dollars). Payment will be divided into three (3) installments: two (2) installments of \$174,513.33 each and one installment of \$174,513.34. The first installment in the amount of \$174,513.33 shall be due and payable on the first day of September 2016. The second installment in the amount of \$174,513.33 shall be due and payable on the first day of December 2016, and the third and final installment in the amount of \$174,513.34 shall be due and payable on the first day of March 2017.
- 2.2 Compensation shall be for all personnel and services as described in Exhibit "B" which is attached hereto and incorporated herein by this reference. Coverage of extracurricular events or activities sponsored by the District or any specific school within the District is **not** a part of this Agreement.
- 2.3 The City shall bill the District for the equivalent of fifty percent (50%) of all overtime incurred by the City's School Resource Officers for overtime that is a direct result of the School Resource Officers' assignments to the District's Schools. This billing will only apply to overtime that is not covered by other means such as special events and sporting events and will not exceed \$2,500 (two thousand five hundred dollars), without the mutual written agreement of the City and the District.

3. TERM AND TERMINATION:

- 3.1 Unless sooner terminated as provided in Sections 3.2 and 3.3 below, this Agreement shall be effective on July 1, 2016, and shall remain in effect up to and including June 30, 2017.
- 3.2 The City and the District may terminate this Agreement by mutual agreement at any time.
- 3.3 This Agreement may be terminated for any or no cause by either party upon not less than thirty (30) days' prior written notice to the other party.

4. GENERAL PROVISIONS:

- 4.1 Neither party, nor the officers, employees or agents of either party, are employees or agents of the other for any reason. Each party shall be separately and exclusively responsible for all acts, errors and/or omissions of its own officers, employees and agents, except to the extent provided in Section 4.2 of this Agreement.
- 4.2 Each party agrees to indemnify the other from and against each and every claim that the indemnitor would be legally obligated to pay if: (a) a claim asserting the

same loss or injury were made directly against the indemnitor, whether or not such a direct claim is actually made; and (b) the loss or injury sustained by the claimant resulted from the acts, errors or omissions of the indemnitor or those for whose actions the indemnitor is legally responsible. The mutual right to indemnity is in addition to and not in lieu of any other right of contribution or indemnity that may exist in favor of either party under Oregon law; the right to indemnify extends to all officers, employees and agents of the indemnitee party for claims made against them because of their actions or capacity as such. "Indemnify" as used herein, means to indemnify, defend, save and hold harmless. Claims arising during the term of this Agreement shall survive expiration or termination of this Agreement.

- 4.3 Each party hereto agrees to obtain and maintain in force at all times during the term of this Agreement, a policy or policies of general liability insurance with liability limits of at least \$2,000,000.00 (two million dollars), which names the other party, its employees, officers, and agents as additional insureds. The City and/or the District, as government bodies, may fulfill the insurance obligations listed above through a program of self-insurance, provided that the self-insurance program complies with all applicable laws and provides insurance coverage equivalent to both type and level of coverage to that listed above.
- 4.4 Each party working under this Agreement is either an employer that will comply with ORS 656.017 or an employer that is exempt under ORS 656.126. Each party agrees that it is solely responsible for obtaining and maintaining insured or self-insured coverage for its own employees as required by that law.
- 4.5 This Agreement, including any attachments incorporated herein, represents the entire integrated agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior agreements, negotiations and representations relating to the same subject matter between the parties.
- 4.6 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 4.7 The parties hereto agree that they shall comply with all federal, state, and local laws, regulations, executive orders and ordinances that may be applicable to this Agreement. The parties agree that no person shall, on the grounds of race, color, religion, age, mental or physical disability, sexual orientation, creed, national origin, sex, marital status, familial status or domestic partnership, gender identity, or source of income, suffer discrimination in the performance of this Agreement when employed by either party. The parties further agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and they agree not to discriminate against minority-owned, women-owned or emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, in awarding subcontracts as required by ORS 279A.110.
- 4.8 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230, and 279B.235.

- 4.9 Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed facsimile at the address or facsimile number set forth below:

If to the City: Skip Miller
Deputy Chief of Police
Salem Police Department
555 Liberty Street SE, Room 130
Salem, OR 97301
Fax: (503) 589-2019

If to the District: Michael D. Wolfe
Chief Operations Officer
PO Box 12024
Salem, OR 97309-0024
Fax # (503) 399-5579

Any notice delivered by personal delivery shall be deemed to be given upon actual receipt. Any notice sent by overnight courier shall be deemed to be given five (5) days after dispatch. Any notice sent by United States mail shall be deemed to be given five (5) days after mailing. Any notice sent by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against either party, such facsimile transmission shall be confirmed by telephone notice to the other party.

- 4.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of the District and City as set forth in this Agreement.
- 4.11 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 4.12 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.

4.13 One or more waivers or failures to object by either party to any breach, violation, or default of any provision, term, condition or covenant contained in this Agreement shall not be construed or operate as a waiver of any subsequent breach, violation, or default of that or of any other provision, term, condition or covenant.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF SALEM:

SALEM-KEIZER SCHOOL DISTRICT 24J:

By: _____
Steven D. Powers

By: _____
Michael D. Wolfe

Title: City Manager

Title: Chief Operations Officer

Date: _____

Date: _____

Exhibit "A"
Memorandum of Understanding
Between
THE CITY OF SALEM
and
SALEM-KEIZER SCHOOL DISTRICT 24J

**EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICERS
(hereinafter "SRO")**

- Before September of each year, the City and the District's Director of Security and Risk Management Services will develop a prioritization of the District's middle and high schools for SRO assignment.
- In the event the SRO is absent from work, the SRO or SRO's supervisor will notify the school principal or designee of his / her primary school to which he / she is assigned. The City will identify an alternate contact when a SRO is not available.
- In the event of any SRO absence, the District and the City may collaboratively determine if the temporary placement of another SRO to a school is warranted.
- In the event an SRO is physically absent from his/her school duties for thirty or more days, the City agrees to work with the District to, as soon as practical, provide a replacement officer to fill the role of the absent SRO until such time the SRO returns to his/her assignment or is replaced by another SRO
- SROs will remain employees of the City and will not be employees of the District. However, for purposes of information sharing, the SRO will be considered part of the school district administration team. The District and the City acknowledge that the SROs remain responsive to the command of the City.

HOURS AND SPECIAL EVENTS

- Each SRO shall be assigned to one or more schools as needed. A mutually agreed upon Operational Plan outlining SRO assignments, will be established between the City and the District. The SROs shall report to their assigned school principal or designee in a mutually agreed upon manner. During regular school hours, SROs may be off campus performing such tasks as may be required by their assignment (e.g., court, truancy, arrest, traffic enforcement)
- The specific school shall pay for overtime for special school district events (e.g., dances and sporting events) as agreed upon in advance with the City.
- All SROs shall wear their appropriate duty uniform and carry their duty weapon while working at their school pursuant to this Agreement, unless the District and the SRO's supervisor agree upon another uniform.

DUTIES OF THE SRO ARE AS FOLLOWS:

- Assist the school principal or the principal's designee as well as the District Director of Safety and Risk Management Services in developing plans and strategies to prevent and / or minimize dangerous situations that may occur on campus.
- Interact with students on an individual basis and in small groups.
- Make himself / herself available for conferences involving teachers, parents, and faculty.
- Become familiar with agencies and resources that offer assistance to youth and their families and make referrals as necessary.
- Contact the school principal or the principal's designee about the SRO's actions to make them aware when a student is taken into custody or arrested.
- Notify the school principal or principal's designee before removing a student from school or as soon as practical thereafter.
- Take law enforcement action against intruders and trespassers who appear on school property as needed.
- Conduct investigations of crimes that occur at his / her assigned school and using other resources if needed for follow up investigations.
- Serve as the liaison officer for the Youth Services Team in his / her assigned school.
- May be present at the request of the school principal, the principal's designee or the District security manager when a school principal, the principal's designee or the District security manager conducts a search.
- May report any violation of school rules or policies to school administration, but the SRO shall not be the individual responsible for the disciplinary consequences of school rules and policies.
- May make home visits to investigate students with truancy problems or to check the welfare of a student and his / her family.
- May present programs on various topics to students. Subjects may include, but are not limited to, a basic understanding of law, the role of law enforcement in the school or community, drug awareness, and other law enforcement topics.
- May attend certain school meetings, such as IEP meetings or expulsions, for security purposes only, if requested by the District.

SEARCH, ARREST and INVESTIGATION PROCEDURES

- **Search Procedures**
 - ❖ When conducting searches on school property, all SRO's shall follow procedures in accordance with the United States Constitution, the Oregon Constitution, statutes of the State of Oregon, and City of Salem Police Departmental Directives

- ❖ **Arrest Procedures For Crimes Committed Off Campus In Transit To And From School.**

- ❖ School officials generally have the legal authority or jurisdiction to discipline students for criminal misconduct or juvenile offenses that occur at school bus stops, on school buses, or on public streets as students commute to and from school.
- ❖ Law enforcement officials are responsible for enforcing the laws on public streets, including at school bus stops. Therefore, the SRO shall assist school officials and coordinate with the appropriate local law enforcement agency the investigations of crimes that occur at bus stops, on school buses, and while students are walking to and from school.

- **Investigations Procedures**

- ❖ SROs and other law enforcement officials may interview students at school during school hours for cause.
- ❖ The SRO or investigating officer should contact the school principal or the principal's designee to inform him/her of the reason(s) to conduct an investigation within the school, *unless* such information would jeopardize the investigation.
- ❖ The SRO or investigating officer may, at his / her discretion, attempt to notify the student's parents or guardians regarding the on-going investigation.
- ❖ Parental consent is not required for the SRO or investigating officer to interview a student regarding a criminal matter.
- ❖ With the consent of the SRO or investigating officer, a school official may be present during the questioning of a student.
- ❖ When a school staff or faculty member is a suspect in an investigation, the SRO may call in a SRO from another school or an outside investigator from the local law enforcement agency to conduct the investigation interview.

COMMUNICATION:

- Any District staff or personnel, who become aware of any criminal incident involving students, shall be responsible for sharing that information with their school's SRO and any appropriate law enforcement agency having jurisdiction in accordance with District policies and state law.
- The City shall develop its own interdepartmental procedures on how its other law enforcement officers will communicate any criminal event to the SROs and to the District that could have a significant impact on the schools.
- The District is to communicate with all SROs and the City when there is a school lock down or critical incident occurring.

SRO PERFORMANCE

- In the event the District determines that a particular SRO is not effectively performing his or her duties and responsibilities and / or has conducted himself / herself in a manner that is inconsistent with continued work in the school environment, the District, through its Director of Safety and Risk Management Services, reserves the right to request that the City remove that particular SRO from all school assignments. Any subsequent discipline shall be at the City's discretion.

EVALUATION

It is mutually agreed that the Salem-Keizer School District shall evaluate the SRO Program annually using a process agreed upon in writing by the both the District and the City.

EXHIBIT “B”

PERSONNEL AND SERVICES

In consideration of the annual amount of \$523,540.00 (Five hundred twenty three thousand, five hundred forty dollars), the City of Salem agrees to provide School Resource Officers at the following Salem-Keizer School District 24J schools:

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

Middle Schools: Parrish, 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 school year (9.5 months.) 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 2016, and shall be updated as needed.