

INTERGOVERNMENTAL AGREEMENT
A2012-100-8

This Agreement is made between

THE CITY OF KEIZER,
an Oregon municipal corporation
("Agency"),

and

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

for the purpose of providing police services for the Salem-Keizer public schools during
the 2019-2020 school year

RECITALS

- A. The District is a public body engaged in providing educational services; and
- B. The Agency 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. AGENCY OBLIGATIONS:

- 1.1 Provide law enforcement services of the Agency's School Resource Officer 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 between the Agency and District.

2. DISTRICT OBLIGATIONS:

- 2.1 The District shall compensate the Agency for all services provided under this Agreement by payment of the total sum of \$189,965.00. Payment will be divided into three installments of \$63,321.67 each. The first payment is due the first day of September 2019. The second installment shall be due and payable on the first day of December 2019, and the third and final installment shall be due and payable on the first day of June 2020. Payments will be adjusted to cover absences of SROs, pursuant to Exhibit A and B (Section A.4. and B.2.).
- 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. Compensation for coverage of extracurricular events or activities sponsored by the District or any specific school within the District is **not** a part of this Agreement. (See Exhibit A, Section B.3.)
- 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 \$1,000 (one thousand dollars) during the term of this Agreement, without the mutual written agreement of the City and the District.

3. TERM AND TERMINATION:

- 3.1 Unless terminated as provided in Sections 3.2 and 3.3 below, this Agreement shall be effective on July 1, 2019, and shall remain in effect up to and including June 30, 2020.
- 3.2 The Agency and 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 To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, 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 Agency 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 Agency: John Teague, Chief of Police
930 Chemawa Rd NE
Keizer, OR 97303
Fax: 503-390-8295

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 Agency 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.

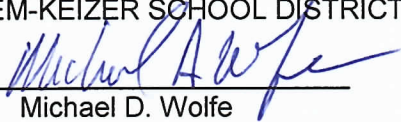
CITY OF KEIZER:

By: 
Christopher C. Eppley

Title: City Manager

Date: 6-18-19

SALEM-KEIZER SCHOOL DISTRICT 24J:

By: 
Michael D. Wolfe

Title: Chief Operations Officer

Date: 6/24/19

Approved as to form:


Keizer City Attorney

Exhibit "A"
Memorandum of Understanding
Between
THE CITY OF KEIZER POLICE DEPARTMENT (AGENCY)
and
SALEM-KEIZER SCHOOL DISTRICT 24J

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

1. Before September of each year, the Agency's SRO supervisor and the District's Director of Safety and Risk Management Services (SRMS) will develop a prioritization of the District's middle and high schools for SRO assignment.
2. 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 assigned secondary schools (primary campus administrators), as well as SMRS. The Agency will identify an alternate contact when an SRO is not available.
3. In the event of any SRO absence, the District and the Agency will collaboratively determine if the temporary placement of another officer assigned as an SRO to a school is warranted.
4. In the event an SRO is physically absent from his/her school duties for five (5) or more consecutive days, the Agency will work with the District to, as soon as practical, but no more than ten (10) days after the first day of absence, provide a replacement officer to fill the role of the absent SRO until such time as the SRO returns to his/her assignment or is replaced by another SRO. If Agency is unable to provide a replacement SRO in this timeframe, District will deduct the prorated cost based on the number of days over ten (10) the SRO is absent.
5. SROs will remain employees of the Agency 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 SRO shall agree to sign a confidentiality agreement in compliance with FERPA in a form reasonably acceptable to Agency. The District and the Agency acknowledge that the SROs remain responsive to the command of the Agency.
6. SROs report to the chain of command in their agency, but also must coordinate with campus administrators for mutually approved routine schedules to include campus presence during student peak times (i.e., arrival/departure times, peak activity times, and other student contact times). SROs shall communicate with their administrators, SRMS, and their back up SROs regarding planned training, time off, and other off campus non SRO duties to ensure coverage is maintained as much as practicable.
7. SROs will meet at least monthly with campus administrators to discuss any changes to schedules or other SRO related duties, including school operations, teaming and ongoing collaboration.

B. SCHEDULE AND SPECIAL EVENTS

1. 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 Agency and the District. The SROs shall report in by phone or other means to their assigned school principal or designee. 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, threat assessment meetings).
2. SROs shall not pursue non SRO related or non-mandatory trainings, or non SRO related operational specialties (i.e., assignments as an instructor in specialties such as SWAT, hostage negotiation, emergency vehicle driving, defensive tactics, range instruction), during student contact times unless approved by their command supervisor collaboratively with the SRMS Director. Should an SRO be accepted into one of these specialties or other non SRO related trainings and require training during student contact time, the agency will work with SRMS to provide a substitute officer or the District may adjust payments to compensate for additional costs incurred as a result of the absence (See Intergovernmental Agreement 2.1)
3. The requesting school shall pay for SRO overtime for special school district events (e.g., dances and sporting events) as agreed upon in advance with the Agency.
4. All SROs shall wear their duty uniform and carry their duty weapon while working at their school pursuant to this Agreement, unless the District and the Agency agree upon another uniform.

C. DUTIES OF THE SRO ARE AS FOLLOWS:

1. Assist the school principal or the principal's designee as well as the District security manager in developing plans and strategies to prevent and / or minimize dangerous situations that may occur on campus.
2. Interact with students on an individual basis and in small groups.
3. Make himself / herself available for conferences involving teachers, parents, and faculty.
4. Become familiar with agencies and resources that offer assistance to youth and their families and make referrals as necessary.
5. 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.
6. Notify the school principal or principal's designee before removing a student from school or as soon as practical thereafter.
7. Take law enforcement action against intruders and trespassers who appear on school property as needed.

8. Conduct investigations of crimes that occur at his / her assigned school and using other resources if needed for follow up investigations.
9. Serve as the liaison officer for the Youth Services Team in his / her assigned school.
10. 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.
11. 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.
12. Make home visits to investigate students with truancy problems or to check the welfare of a student and his / her family as operational conditions permit.
13. 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.
14. Attend certain school meetings, such as IEP meetings or expulsions, for security purposes only, if requested by the District.

D. SEARCH, ARREST and INVESTIGATION PROCEDURES

1. Search Procedures

- a. 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 Agency policy.

2. Arrest Procedures For Crimes Committed Off Campus In Transit To And From School.

- a. 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.
- b. 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.

3. Investigations Procedures

- a. SROs and other law enforcement officials may interview students at school during school hours in the course of official duty.

- b. 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.
- c. The SRO or investigating officer may, at his / her discretion, attempt to notify the student's parents or guardians regarding the on-going investigation.
- d. Parental consent is not required for the SRO or investigating officer to interview a student regarding a criminal matter.
- e. With the consent of the SRO or investigating officer, a school official may be present during the questioning of a student.
- f. 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.

E. COMMUNICATION:

1. 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.
2. The Agency 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.
3. The District is to communicate with all SROs and/or the Agency when there is a school lock down or critical incident occurring.

F. SRO PERFORMANCE

1. 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 Security Manager, reserves the right to request that the Agency remove that particular SRO from all school assignments. Any subsequent discipline shall be at the Agency's discretion.

G. EVALUATION

1. 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 Agency. It is further agreed the Agency retains final evaluation authority.
2. As needed, the SRMS management and law enforcement management will address campus administrators' concerns and questions and provide clear and complete information about SRO roles, availability and duties.

EXHIBIT "B"

PERSONNEL AND SERVICES

In consideration of the annual amount of \$189,965.00, the Agency agrees to provide SRO's at the following Salem-Keizer School District 24J schools:

High Schools: McNary High School

Middle Schools: Claggett Creek Middle School, Whiteaker Middle School

The School Resource Officers shall provide services to the District as outlined in the Agreement. The District shall pay fifty percent (50%) of the direct costs of each assigned School Resource Officer and associated expenses and 25% of the direct costs of a School Resource Officer supervisor and associated expenses for the school year (9.5 months.) Cost includes the officer's salary and benefits, supplies, training, vehicle and other incidental expenses.

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

The District will provide the SRO an assigned parking space and private office at each assigned school.