



Home of the Tualatin River National Wildlife Refuge

RESOLUTION 2011-060

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN INTER-GOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SHERWOOD AND THE SHERWOOD SCHOOL DISTRICT FOR THE PURPOSES OF THE SCHOOL RESOURCE OFFICER

WHEREAS, The duly elected governing body of the City of Sherwood, Oregon, having been presented with information about the public safety benefits of the School Resource Officer and the fiscal benefits of sharing the position costs with the Sherwood School District; and

WHEREAS, The Sherwood City Council hereby resolves that it is in the good interest of the City to enter into an Inter-Governmental Agreement with the Sherwood School District for the purposes of the School Resource Officer and thereby authorizes the City Manager to sign the agreement.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to enter into an Inter-Governmental Agreement with the Sherwood School District and to sign the agreement between the City of Sherwood and the Sherwood School District, attached as Exhibit A.

Section 2. This Resolution is and shall be effective from and after its adoption by the City Council.

Duly passed by the City Council this 19th day of July 2011.


Keith S. Mays, Mayor

Attest:


Sylvia Murphy, CMC, City Recorder

**CITY OF SHERWOOD
SHERWOOD SCHOOL DISTRICT NO. 88J**

Intergovernmental Agreement for Provision of School Resource Officer Services

THIS AGREEMENT is entered into by and between the City of Sherwood, Oregon ("City"), and Sherwood School District No. 88J ("District"), pursuant to the authority of ORS Chapter 190 (Intergovernmental Cooperation).

- A. The District desires the services of a School Resource Officer to create an atmosphere of safety and security on all district campuses, to provide for community policing on campus, and to provide a positive law enforcement experience for the school community.
- B. The City currently operates a sworn police force that could provide such services.
- C. The parties desire to cooperate in the provision of this service in order to ensure good communication and the efficient deployment of resources.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. General Administration – City Responsibilities.

- a. The City shall provide one police officer who will be assigned to the District and will serve as a School Resource Officer ("SRO"). The SRO's primary assignment will be at Sherwood High School.
- b. The SRO shall be a sworn employee of the City Police Department and shall be supervised by the Police Department through the Support Services Division and the designated supervisor ("SRO Supervisor"). The SRO Supervisor will be responsible for hiring, firing, evaluation, and discipline of the SRO pursuant to the personnel policies and/or collective bargaining agreements of the City. The SRO Supervisor will promptly review and respond to any performance concerns raised by the District.
- c. Except as provided in Section 2(a) below, the City shall furnish all equipment and a vehicle for use by the SRO.
- d. The SRO Supervisor shall consult with the high school principals with regard to the SRO's schedule, and shall consult with all affected school principals regarding SRO activities in their schools.

2. General Administration – District Responsibilities.

- a. The District shall provide the SRO with a furnished (desk, chairs, telephone, computer, office supplies) office within Sherwood High School. The District will be responsible for all utilities supplied to the Office.
- b. District principals shall work cooperatively with the SRO Supervisor regarding the SRO's schedule and deployment at the schools.

3. General Administration – Responsibilities of both Parties:

- a. The parties anticipate that the SRO will spend approximately half time on school police business and half time on non-school police business. The parties understand that this can vary on a day-to-day basis depending on policing needs generally, and on the schools and on the school year. The parties will evaluate time spent at least annually prior to the contract notice of termination deadline each year to determine if any adjustments are necessary.
- b. The parties agree that all equipment supplied by the District shall remain the property of the District, and all equipment supplied by the City shall remain the property of the City.
- c. The parties agree that a well-trained SRO is necessary to ensure effective policing. The cost of specialized SRO training shall be shared by mutual agreement between the City and the District on a case-by-case basis.
- d. The parties agree that the specific duties and responsibilities of the SRO in the performance of work under this Agreement shall be defined by a separate memorandum of understanding between the City Police Chief on behalf of the City and the District Superintendent on behalf of the District. In the event of any conflicts between this Agreement and any memorandum of understanding, this Agreement controls.

4. Payments to the City.

- a. The District shall pay the City 50% of the annual costs for recruitment, salary, and benefits of the SRO position. The estimated cost for the first year of this Agreement is \$60,000.
- b. The City will invoice the District quarterly at the beginning of each fiscal quarter for the prorated costs for the quarter, plus 50% of any agreed-upon specialized training expenses incurred during the prior quarter. The District will make payment on such invoice within 30 days of receipt.
- c. At least 60 days prior to the end of the current fiscal year covered under this Agreement, the City will provide the District with a statement of the costs described in Section 4(a) for the following fiscal year, along with an explanation of any increases in the cost. If the parties agree on the costs, the District's costs for the following fiscal year shall be set forth in an addendum to this Agreement. If the parties cannot agree on the costs, this Agreement shall terminate at the end of the current fiscal year.

5. Reports.

- a. The City agrees to provide a monthly activity report to the District.
- b. The City will provide other reports, or may discontinue or combine any of the above reports, as the City and the District may mutually agree. If the reports requested by the District require extensive programming time, the City and the District may agree upon additional charges to be paid for such additional work under this Agreement.

6. Limitations and Conditions.

- a. To the extent permitted by Oregon law, the City agrees to indemnify, within the limits of the Oregon Tort Claims Act, the District from any and all claims, demands, settlements, or judgments, including all costs and attorney fees, arising from any of the City's activities under this Agreement, provided, that the City shall not be required to indemnify the District for any such claims, demands, settlements, or judgments arising from the wrongful acts of the District's officers, agents, or employees.
- b. To the extent permitted by Oregon law, the District agrees to indemnify, within the limits of the Oregon Tort Claims Act, the City from any and all claims, demands, settlements, or judgments, including all costs and attorney fees, arising from any of the District's activities under this Agreement, provided, that the District shall not be required to indemnify the City for any such claims, demands, settlements, or judgments arising from the wrongful acts of the City's officers, agents, or employees.
- c. The City and the District shall each maintain insurance policies during the term of this Agreement sufficient to cover the indemnity obligations set forth above.

7. Term.

This Agreement shall be effective beginning July 1, 2011 through June 30, 2012. It shall automatically be renewed for each successive fiscal year unless the parties do not execute an addendum establishing the District's cost for the following fiscal year by June 30 of the current fiscal year.

8. Integration.

This Agreement embodies the whole of the agreement between the parties. Any prior written or oral agreements shall be superseded hereby. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

9. Severability.

If any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

10. Notice.

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

If to City: Jeff Groth, Chief of Police
20495 SW Borchers Drive
Sherwood, Oregon 97140

If to District: Heather Cordie, Superintendent
23295 SW Main Street
Sherwood, Oregon 97140

11. Oregon Law and Forum.

- a. This Agreement shall be construed according to the laws of the State of Oregon.
- b. Any litigation between the City and the District arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

12. Independent Contractor Status.

- a. The City is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- b. The City and its employees are not employees of the District and are not eligible for any benefits through the District including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

13. Amendments.

The City and the District may amend this Agreement at any time only by written amendment executed by the City and the District.

14. Non-Waiver.

The City and the District 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 be of the same nature as that waived.

IN WITNESS WHEREOF, the authorized representatives of the City of Sherwood and the Sherwood School District No. 88J, have HEREBY AGREED:

CITY OF SHERWOOD

SHERWOOD SCHOOL DISTRICT NO. 88j

By _____
Jim Patterson,
City Manager

By _____
Heather Cordie,
Superintendent

Date signed: _____

Date signed: _____