

RESOLUTION
(4-2016)

A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN INTER-AGENCY AGREEMENT WITH REYNOLDS SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER

WHEREAS, the City of Fairview and Reynolds School District are committed to the safety of school children; and

WHEREAS, the City of Fairview and Reynolds School District have successfully partnered to fund a School Resource Officer for Reynolds Schools located within the jurisdiction of Fairview for over 10 years; and

WHEREAS, both the City of Fairview and Reynolds School District desire to continue this partnership and have mutually agreed upon the terms as outlined in the Inter-Agency Agreement attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE FAIRVIEW CITY COUNCIL AS FOLLOWS:

- Section 1** The City Council hereby authorizes the City Administrator to enter into an Inter-Agency Agreement to provide a School Resource Officer to Reynolds School District per terms outlined in the agreement attached hereto as Exhibit A.
- Section 2** This resolution is and shall be effective from and after its passage by the City Council.

Resolution adopted by the City Council of the City of Fairview, this 15th day of June, 2016.



Mayor, City of Fairview
Ted Tosterud

ATTEST



City Recorder, City of Fairview
Devree Leymaster

6-15-16

Date

**Inter-Agency Agreement
Between
The City of Fairview Police Department and
Reynolds School District**

This letter of agreement outlines the roles and responsibilities for School Resource Officers (SROs) between the City of Fairview by and through the Fairview Police Department (FPD), and the Reynolds School District (RSD).

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. between the City of Fairview (“City”) and the Reynolds School District (“RSD”).

WHEREAS, CITY, is a municipal corporation and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provision of ORS 190.010, et seq.; and

WHEREAS, pursuant to the provisions of ORS chapter 456, the RSD is a public body corporate and politic, and is authorized to make and execute contracts necessary or convenient to the exercise of its powers; and

WHEREAS, RSD in the City operates Reynolds Middle School, RLA-West, Fairview Elementary, and Salish Ponds Elementary, and

WHEREAS, funding for SRO services is over and above City’s designated law enforcement budget; and

WHEREAS, City is able and prepared to provide the services required by RSD under the terms and conditions set forth herein; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

- A. Purpose. It is agreed that the RSD and the FPD will share the cost of the 1.0 SRO who will serve Reynolds Middle School and other Reynolds School District schools located within the City limits of Fairview.
- B. POLICE DEPARTMENT RESPONSIBILITIES:
 - 1. It will be the responsibility of FPD to pay for three months of salary and benefits for the position. FPD will provide a vehicle, pay for vehicle maintenance and repairs, and provide all police equipment needed for the assigned police officers. FPD will also provide the training needed for the police officers to maintain their Department of Public Safety Standards and Training certification.
 - 2. FPD will ensure that the officers maintain confidentiality with regard to information accessed from RSD student records database in accordance with applicable State/Federal Law [ORS 419.567, 192.502(2) and HIPAA] and FPD policy concerning release of such records in criminal case files.

3. FPD agrees to permit RSD management staff to meet and interview any prospective assigned SRO, prior to assignment. FPD further agrees to consider the desires of RSD management in making the assignment, but the final authority for assignment of SROs remains with FPD.
4. SROs are expected to work an average of 40 hours per week during the school year. For vacation and other paid leaves, FPD may or may not be able to provide a replacement SRO for the time off. If an officer is gone longer than five days, FPD will provide a replacement. If FPD cannot provide a replacement, the following quarter invoice will reflect a decreased bill.
5. FPD agrees to provide RSD with a quarterly expenditure report/invoice and will deliver it no later than 30 days after the quarter ends.
6. The 1.0 FTE SRO for Reynolds Middle School will be housed at Reynolds Middle School on a daily basis. The specific hours will be negotiated between the SRO's supervisor and Reynolds Middle Administration. They will also frequent Reynolds Learning Academy-West and elementary schools which feed into Reynolds Middle school which are: Fairview, and Salish Ponds.
7. Indemnification and Liability: Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, FPD agrees to indemnify, defend, and hold harmless RSD, its commissioners, officers, employees and agents from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors or omissions of the SRO acting pursuant to the terms of this Agreement.

C. SCHOOL DISTRICT RESPONSIBILITIES:

1. It is the responsibility of RSD to pay for nine months of salary and benefits, for the SROs at Reynolds Middle School. Overtime as a direct result of work activities at RSD will be the responsibility of RSD during the school calendar year. Additional overtime to attend meetings or functions may be requested by RSD and will be the responsibility of RSD if flexing of work hours is not an option. Notice of request for overtime must be received by FPD no later than two weeks in advance.
2. In addition, RSD will provide office space, access to a computer, printer, and office furniture for the SROs. RSD will pay the City on a quarterly basis, for the nine month period.
 - a. RSD agrees to pay City for services under this agreement not to exceed the amount specified in Exhibit A unless mutually agreed upon for overtime or training
 - b. RSD will provide a school calendar with workdays.
3. All SRO program specific and/or required training costs will be the responsibility of RSD unless otherwise agreed upon in advance by both RSD and FPD.
4. If RSD elects to incorporate the Gang Resistance Education and Training (G.R.E.A.T.) program into their curriculums at Reynolds Schools within the city boundaries of Fairview, FPD will provide it. The G.R.E.A.T. program costs will be

the responsibility of RSD. RSD understands that this may result in an increased staffing cost to RSD, which will be negotiated before it is billed.

5. RSD will not directly or indirectly perform any police services. RSD will not impede any investigations or just cause searches. RSD will work collaboratively with FPD to build positive relationships with students on and off of school property and during school events.
6. RSD will make requests at least two weeks in advance for any flexing of schedules in order to secure SROs availability to work additional events. This will occur at the mutual agreement of FPD and RSD. If not agreed upon, RSD may or may not choose to pay for overtime.
7. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, RSD agrees to indemnify, defend, and hold harmless FPD, their officers, employees and agents, including the SRO from all claims, suits, actions, or expenses of any nature resulting from or arising out of the acts, errors or omissions of RSD or its assignees under this Agreement.

D. While the parties have attempted to make an Agreement anticipating and addressing their concerns, RSD and FPD acknowledge the possibility that a claim, controversy, or dispute may arise out of this Agreement. RSD and FPD agree that each party has an obligation and affirmative duty to make good faith effort to resolve any claims, controversy or dispute, including the giving of timely, written notification thereof to the other party.

RSD and FPD agree that all claims, controversies or disputes which arise out of this Agreement, and which have not been resolved through good faith efforts of the parties, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland, selected by the party who first initiates arbitration by filing a claim in accordance with the rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

E. Termination. If either party would like to terminate this Agreement, a written notice must be received by the non-terminating party by March 1st of each year. This will give either party the opportunity to make the necessary fiscal and personnel adjustments for the next fiscal year.

This Agreement shall commence on July 1, 2016 and terminate on June 30, 2017.

City Administrator Nolan Young
City of Fairview

Superintendent Linda Florence
Reynolds School District

Date signed

Date signed

Board policy # JHFE, JHFE, AR(1) Child Interview

Board policy # JFG Search & Seizure
Board policy # JHFE, AR(1) Removal of a student
Board policy #JFCJ Weapons in School

Exhibit A:

Rate FY 2016-17:

Monthly Rate for Salary and Benefits:	\$9,304.15
Overtime Rate:	\$52.63
Base Rate for 9 Months	\$83,737.35

Costs not included in above:

- Overtime
- SRO Specific Training costs
- G.R.E.A.T. Program Costs