

**AGREEMENT BETWEEN THE CITY OF SANDY
AND THE OREGON TRAIL SCHOOL DISTRICT**

**TO PARTICIPATE IN THE SCHOOL RESOURCE OFFICER PROGRAM FOR ALL SCHOOLS COMPRISING THE
OREGON TRAIL SCHOOL DISTRICT**

This agreement, entered into this ____ day of _____, 202~~62~~, (Execution Date) by and between the City of Sandy, a municipal corporation (CITY) and the Oregon Trail School District, a political subdivision of the State of Oregon (DISTRICT) is made in light of the following:

MISSION STATEMENT

It is the stated goal of this agreement to have a working partnership between the City of Sandy and the Oregon Trail School District to provide a safe and secure learning environment for all students and to encourage a positive learning experience.

RECITALS

- A. CITY is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Oregon.
- B. DISTRICT is a political subdivision of the State of Oregon located in Clackamas County, Oregon, and is organized and exists pursuant to the laws of the State of Oregon.
- C. DISTRICT is in need of special services available through the School Resource Officer Program (the special services are described in Section 2 and are referred to collectively as the "Services").
- D. DISTRICT is authorized to enter into this AGREEMENT pursuant to the laws of the State of Oregon.
- E. CITY employs sworn peace officers specially trained, experienced, and competent to provide the Services and CITY is willing to provide Services to DISTRICT on the terms and in the manner provided within this AGREEMENT.
- F. CITY and DISTRICT are joining together in a collaborative effort to provide two (2) School Resource Officers (SRO). The SROs' primary assignments are to work with the school communities to help provide a safe and secure environment for all.

AGREEMENT

NOW THEREFORE, CITY and DISTRICT agree as follows:

1. TERM

The term of this AGREEMENT shall commence on _____, 202~~62~~. This AGREEMENT shall expire on June 30, 202~~86~~, unless terminated as specified in Section 7.

2. CITY SERVICES

- A. Services - General: CITY will provide two (2) full-time sworn peace officers from the Sandy Police Department to the function of SRO. Each SRO shall perform services, as an employee of the City of Sandy, under the supervision and control of the Sandy Police Department Chief of Police (Chief of Police). The type and manner of performance of the services should

promote safety in the learning environment. The services contemplated by this AGREEMENT include all schools within DISTRICT.

B. Services - Mandatory: CITY shall perform the following services:

- i. Establish and maintain a liaison between DISTRICT personnel, Sandy Police Department personnel, and elements of the juvenile justice system.
- ii. Serve as a resource to DISTRICT employees such as administrators, faculty, and security personnel as well as students and their guardian(s) on all law enforcement-related issues including crime prevention and investigations.

C. Services - Discretionary: City may in the sole discretion of the Officers and/or his/her supervisor, perform the following services:

- i. Conduct patrol activity in and around the school campuses.
- ii. Conduct preliminary and follow-up investigations of crimes that occur on or near the school campuses.
- iii. Attend annually prom and high school graduation.
- ii-iv. Additional services may be requested by DISTRICT. CITY will bill the DISTRICT at the appropriate rate for additional hours worked.

D. Services - Security: The services performed by Officers pursuant to this AGREEMENT are not intended to supplant those provided by existing DISTRICT security personnel. DISTRICT may request security services from CITY pursuant to other provisions of this AGREEMENT. CITY will bill DISTRICT monthly for any additional service requested.

3. DISTRICT DUTIES

In addition to other duties specified within this AGREEMENT, DISTRICT shall do the following:

- A. DISTRICT will designate a staff member to serve as liaison to the Sandy Police Department to facilitate communication between DISTRICT personnel and the Officer and coordinate the Officers' activities with DISTRICT activities and events.
- B. DISTRICT personnel shall cooperate with the Officers to facilitate their performance of services pursuant to this AGREEMENT.

4. OPERATIONAL PROCEDURES

- A. Uniformed officer: Each Officer will perform their duties in full police uniform. This uniform will include safety equipment designated for use by sworn field personnel pursuant to Sandy Police Department policies and practice.
- B. Services - Timing: CITY shall, following the school calendar, provide each Officer to DISTRICT serving a schedule that is agreed upon between the DISTRICT and CITY. with that officer generally serving five (5) days a week and eight (8) hours each day. CITY shall use its best efforts to ensure that the same person provides services except when the employee is on paid leave or otherwise absent.
- C. Deployment of SROs on days outside of the school calendar is at the discretion of the Sandy Chief of Police.

5. RELATIONSHIP

- A. This agreement does not establish an agency or an employment relationship between the Parties. The Parties affirm that each is an independent contractor.
- B. ADDITIONAL LANGUAGE TO BE ADDED REGARDING FERPA

5.6. FUNDING

- A. Personnel - CITY is required to maintain two (2) sworn peace officers, employed by City, to provide the services required by this AGREEMENT.
- B. District Payments - DISTRICT shall pay \$~~99,733~~~~66,627~~ per SRO, per year, payable within thirty (30) days of receipt of an invoice from CITY. CITY will bill not earlier than September 30, annually.
- C. Funding of Personnel - CITY will assure provision of funding necessary to cover the balance of each SRO's compensation not covered by DISTRICT.
- D. Escalation - After the first year of this agreement, the amount paid by district will increase 45% annually.
- E. ~~Proration - For each SRO under this AGREEMENT, in the event an SRO is absent, without substitute replacement, from service to the district for greater than 2 days, CITY will refund to DISTRICT an amount calculated as follows:~~

~~(SRO days absent > two days x 1/173 school days x annual district fee per SRO)~~

~~Any such payments are due to DISTRICT prior to June 30 each year.~~

6.7. SPECIAL PROVISIONS

- A. Selection of Officer(s): The Chief of Police will determine those individuals best suited for the assignment and advise the DISTRICT of the eligible candidates. The Chief of Police shall consider input from the DISTRICT representative(s) as to the selection of the Officer(s), but the Chief of Police's decision shall be final.
- B. Grant Administrative Requirements: The CITY and DISTRICT will be responsible for their own respective grant monies received, if any, including all administrative duties and responsibilities. This includes receipt and disbursement of funds financial reporting and grant management issues.
- C. Evaluation of SRO Program: The CITY will complete an evaluation of the SRO Program on an annual basis with solicited input of DISTRICT.

7.8. TERMINATION

DISTRICT or CITY may terminate this AGREEMENT without cause any time after the Effective Date, by giving a ninety (90) day written notice to the other party. In the event of termination, DISTRICT shall compensate CITY for Services performed to the date of termination, following the formula in section 5E of AGREEMENT. CITY shall continue to provide Services after notified to terminate and during the ninety (90) day notice period unless DISTRICT, in the notice, requests CITY not perform Services. The notice shall be deemed given when personally delivered to the DISTRICT or CITY representative or three (3) days after the date the notice is deposited in the United States mail, first-class postage paid, and addressed to the appropriate representative as specified in this AGREEMENT.

8-9. INDEMNIFICATION

- A. District Obligations: DISTRICT agrees to defend, indemnify, and hold CITY, its elected and appointed officials, officers, and employees harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of or in any way connected with the DISTRICT'S negligent performance of this AGREEMENT. DISTRICT assumes workers' compensation liability for injury or death of its officers, agents, employees and volunteers, and assumes no workers' compensation responsibility for the elected and appointed officials, officers, and employees of the CITY.
- B. City's Obligations: CITY agrees to defend, indemnify, and hold DISTRICT, its officers, agent, employees and volunteers harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, arising out of, or in any way connected with CITY'S negligent performance of this AGREEMENT. CITY assumes worker's compensation liability for injury or death of its elected and appointed officials, officers and employees, and assumes no workers' compensation responsibility for the officers, agents, employees and volunteers of the DISTRICT.

9-10. ASSIGNMENT

This AGREEMENT may not be assigned or transferred by either Party without the express written consent of the other Party.

10-11. NOTICE /Representatives

The CITY and DISTRICT have designated the following representatives to receive notices and act in their agency's behalf in the administration of the AGREEMENT.

CITY	Chief of Police Sandy Police Department 38970 Proctor Blvd Sandy, OR 97055
DISTRICT	Superintendent Oregon Trail School District 36525 SE Industrial Way Sandy, OR 97055

11-12. ENTIRE AGREEMENT

When signed the authorized representatives of both parties, AGREEMENT is the final and entire agreement. As their final expression, AGREEMENT supersedes all prior and contemporaneous oral or written communications between parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

IN WITNESS THEREOF, I have read this AGREEMENT and I certify that I have the authority to sign and enter into the AGREEMENT on behalf of the party I represent and agree to be bound by its terms.

City Manager, City of Sandy

Date

Superintendent, Oregon Trail School District

Date