

INTERGOVERNMENTAL AGREEMENT

This agreement is entered into this _____ day of _____ 2021 by and between THE CITY OF ST. HELENS, a municipal corporation (hereinafter "City"), and ST. HELENS SCHOOL DISTRICT, a political subdivision of the State of Oregon (hereinafter "District").

RECITALS

- A. The District wishes to have the presence of police to assist the District in maintaining security, supervision and safety in the District's schools, and at school-sponsored activities in the St. Helens area; and
- B. The City is willing to assign one or more police officers to provide such presence for the District, in consultation with the District, pursuant to a program philosophy and general job responsibilities mutually determined by the City and the District.
- C. Both the City and the District wish to engage in a cooperative and coordinated effort to:
 - Provide a positive image of law enforcement and law enforcement officers for students;
 - Share educational resources for instructional programs dealing with law enforcement, health and safety, and drug and alcohol education;
 - Create an atmosphere of safety and security on school campuses and at school-sponsored activities;
 - Facilitate a more coordinated effort in dealing with youth problems involving school, parents, police, and other community agencies;
 - Assist school administration with the District's prohibition of the traffic and use of illegal substances in the District's schools;
 - Assist school and District administration with school emergencies and threats; and
 - Assist school administrators, as requested (upon mutual concurrence), in their work with troubled students in both criminal and non-criminal investigations. The SRO will not be utilized for any non-criminal investigation involving SHPD employees.
- D. Both the City and the District desire to formalize such a cooperative effort by written agreement; and
- E. This type of agreement is authorized under ORS 190.010 et seq.
- F. This agreement is effective retroactively to July 1, 2020.

NOW, THEREFORE, in consideration for the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. CITY AGREES TO THE FOLLOWING:
 - 1.1 The City shall assign the requested amount of sworn officer as the School Resource Officer (SRO). If the City cannot fulfill the requested number of SRO officers or fulfill any requested time commitments, the City will inform the District as soon as possible.
 - 1.2 The City shall name the Police Sergeant as the contact person to monitor the program on behalf of the City. This contact person shall also be known as the SRO Supervisor.

- 1.3 The SRO shall be an employee of the City, subject to the rules and regulations of the City. The City shall provide all compensation and benefits for the SRO and the SRO shall not be considered a District employee for any purpose. City shall pay the cost of selection, training, salary, benefits, vehicle, and equipment for this program.
- 1.4 To the extent allowed by the City Charter and subject to the Oregon Tort Claims Act, the City covenants and agrees to hold the District, its officers, employees, and/or agency harmless from all claims whatsoever made against the District, its officers, employees or agents, arising out of the City's negligent performance of the duties required by the terms of this Agreement.
- 1.5 Any additional expenses generated beyond the assigned workday (e.g., school dances, football games, etc.) by the SRO program will be billed to the District as they occur.
- 1.6 The City will present the anticipated costs of the upcoming year to the School District no later than April 15th of each year this agreement, its extensions or modifications are in effect.
- 1.7 The City will invoice the school district in December each calendar year for the full year cost.
- 1.8 The City will work to the best of its ability to assign SRO staff to activities like games, dances, and other events that may reside outside of normal business hours. This time will be combined and/or flexed with normal operating hours of the SRO.

2. DISTRICT AGREES TO THE FOLLOWING:

- 2.1 The District will inform the City of the requested number of SROs by March of each year for the upcoming school year.
- 2.2 District shall pay to the City:
 - a. 50% of the SRO's cost of Salary and Benefits per SRO requested by the District. This includes salary, DPSST (Department of Public Safety Standards and Training), fitness incentive, health insurance, PERS (Public Employee Retirement System), Federal taxes, WBF (workers benefit fund), SAIF Workers Comp insurance, VEBA, LTD (long term disability), life insurance, accidental death and dismemberment, and uniform allowance. Salary will be capped at Step 5 of the St. Helens Police Association Union Contract.
 - b. Payment shall be made on December 15th each calendar year this agreement, its extensions or modifications are in effect.
- 2.3 District names the Superintendent as the contact person to monitor the program on behalf of the District.
- 2.4 In cases when the SRO cannot be present due to court appearances, illness, vacation, training, or other contracted leave of absence, 911 will be called on cases involving emergencies and as needed. The SRO shall report schedule conflicts to the SRO Supervisor who shall in turn report those conflicts to the school and the District's

contact as identified in Paragraph 2.3 as soon as the conflict becomes known to the SRO and the SRO Supervisor.

- 2.5 To the extent allowed by the law and subject to the Oregon Tort Claims Act, the District, covenants and agrees to hold the City, its officers, employees, and/or agents harmless from all claims whatsoever that are made against the District, its officers, employees or agents, arising out of the District's improper or negligent performance of the duties required by the terms of this Agreement.
- 2.6 The District may request additional officer presence at events and the City will do its best to accommodate the requested need.

3. BOTH PARTIES AGREE AS FOLLOWS:

- 3.1 Neither party will ensure the actions of the other, and each party will assume its own responsibility in connection with any claims made by a third party against the City and/or the District.
- 3.2 This IGA shall be effective beginning July 1, 2021 through June 30, 2022, with up to ten (10) automatic 1-year extensions.
- 3.3 This IGA may be modified at any time by written agreement of both of the parties.
- 3.4 Either party may terminate this IGA by providing a ninety (90) day written notice of termination to the other party. The City shall refund any pro-rata portion of prepaid compensation not earned because of any termination.
- 3.5 The duties and responsibilities by the SRO and set forth in Attachment A, SRO Work Rules and Expectations, which is attached hereto, and hereby incorporated by reference.

IN WITNESS WHEREOF, the parties have caused this IGA to be executed by the duly authorized officers on the dates hereinafter written.

THE CITY OF ST. HELENS

By: _____
Rick Scholl, Mayor

Date: _____

Attest: _____

Date: _____

ST. HELENS SCHOOL DISTRICT

By: _____
Date: _____

ATTACHMENT A

SRO Work Rules and Expectations

General guidance and task supervision of the School Resource Officer (SRO) are the responsibility of the SRO Supervisor, who will work closely with and in cooperation with the District Superintendent, or his designee.

1. Since the SRO is a sworn police officer, once involved in an official investigation of criminal activity the SRO shall have the following responsibilities:
 - a. Abide by all federal, state, and local laws and ordinances.
 - b. Report any conflict created by any laws, ordinances, rules, and policies and procedures to the building principal and police supervisor for resolution.
 - c. Perform a fittingly thorough investigation as indicated by the circumstances and document the interviews of all involved parties as necessary based upon the needs of the investigation.
 - d. Inform the supervisor of the SRO program. The SRO Supervisor in accordance with state and federal law shall notify the District contact person of criminal investigations the SRO is conducting.
 - e. Present the case to the District Attorney, City Attorney and/or the Juvenile Department for review.
2. The duties and responsibilities of the SRO shall be as defined below and mutually agreed upon by the City and the District. Such duties shall include, but not be limited to:
 - a. The SRO shall wear the prescribed City uniform with all normal accessories, and equipment including a firearm.
 - b. Marked police vehicles significantly reduce criminal activity when visible to the public. For this reason, the City agrees to provide the SRO marked police vehicles for use when available. This is subject to accommodation by the City.
 - c. Represent the positive image of area law enforcement in the District.
 - d. Give classroom presentations on topics of mutual interest to the City and the District. School officials, teachers, students, or community members may request presentations. The school principal and the SRO Supervisor must approve these presentations.
 - e. Provide information and informal counseling to students as requested by school officials subject to policies and regulations of the City.
 - f. Establish and maintain a sense of security and order on school campuses by providing a visible presence, deterrence, and responsiveness to criminal activity. The SRO shall not act in the capacity of a private security officer for the District.
 - g. Make appropriate contacts with parents and other community agencies as requested.

- h. Assist with supervision of after-school activities as requested. In accordance with the IGA, the District agrees to reimburse the City for overtime costs that are incurred.
- i. Conduct motorized patrol of school grounds and nearby streets, and/or direction of traffic at designated points.
- j. Enforce criminal laws through investigation and arrests.
- k. Adhere to District policy when appropriate unless it is inconsistent with the proper and appropriate police action in a particular situation. Any conflicts must be reported to the SRO Supervisor. The SRO Supervisor will notify the District representative.

3. The District shall provide the City with a copy of any Public Record created by the District which involves, describes, or relates directly to any performance of productivity issues or concerns involving any City police employee, including but not limited to the SRO.

SEARCH AND SEIZURE

The SRO shall not become involved in administrative (school-related) searches unless specifically requested by the school to provide security, protection, or for handling of weapon(s) or contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent. Any law enforcement searches or interviewing of students for law enforcement purposes shall be limited to and performed in accordance with the District school board policies and regulations.

RELEASE OF STUDENT INFORMATION

The release of student records is governed by ORS 336.187 and ORS 326.565 – 326.580, and the Family Education Rights and Privacy Act (“FERPA”), 20 U.S.C. 1232g, and its implementing regulations. In accordance with FERPA, “school officials” may access and disclose student records only as authorized by FERPA. The SRO will become familiar with and comply with all state and federal student confidentiality laws applicable to the K-12 school environment.

A. School Resource Officer

The release of student records is governed by the Family Educational Rights and Privacy Act (20 U.S.C. 1232g; 34 CFR part 99) (“FERPA”). For purposes of access to student records, the SRO is considered a “school official” and may be provided students’ personally identifiable information (“PII”) on an as-needed basis to carry out SRO duties for legitimate educational purposes. In addition, the SRO and SRO Supervisor may only use PII for the purpose for which the disclosure was made; and to promote school safety and the physical security of students.

B. Director Information

Information that is designated as “directory information” is published in School Board Policy. The information regarding students whose parents have opted-out of disclosure of such student

information will be withheld. The information items designated as “directory information” are subject to change. The SRO or other law enforcement officials seeking access to directory information may request such information from the building principal.