


**RESOLUTION NO. 1565  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH  
CROOK COUNTY SCHOOL DISTRICT**

- A. The City of Prineville (“City”), acting by and through the Prineville Police Department (“PPD”) and Crook County School District (“District”) are units of local governments and may enter into agreements pursuant to ORS 190.010.
  
- B. Designated District campuses and other District properties are monitored by a District surveillance system (“video surveillance system”) that is designed so that District can enable it to be monitored by PPD officers remotely from dispatch, police headquarters and PPD vehicles.
  
- C. It is in the best interest of District and PPD that officers can access the video surveillance system during emergencies concerning health or safety situations in order to become familiar with the conditions at the district property in the event of an emergency.
  
- D. District has prepared an Intergovernmental Agency Agreement for City’s approval.
  
- E. City staff recommends that the attached Intergovernmental Agency Agreement be approved by City Council.

**Now, Therefore,** the City of Prineville resolves that the Intergovernmental Agency Agreement Between Crook County School District and the City of Prineville attached to this Resolution between the City and District is hereby approved and the City Manager is authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this 27<sup>th</sup> day of June, 2023.

  
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Rodney J. Beebe, Mayor

ATTEST:

  
\_\_\_\_\_  
Lisa Morgan, City Recorder

**INTERGOVERNMENTAL AGENCY AGREEMENT:**

**CROOK COUNTY SCHOOL DISTRICT**

**AND**

**CITY OF PRINEVILLE**

The Crook County School District (hereinafter “CCSD”) and the City of Prineville Police Department (hereinafter “PPD”) enter into this agreement and hereby agree to the following:

**RECITALS**

WHEREAS, CCSD and PPD are units of local government, as that term is defined in ORS 190.003 and wish to enter into an agreement pursuant to ORS 190.010;

WHEREAS, ORS 190.020 requires the agreement to specify the functions or activities to be performed and by what means they shall be performed and, where applicable, the agreement shall provide for:

- 1) The apportionment among the parties to the agreement of the responsibility for providing funds to pay for expenses incurred in the performance of the functions or activities;
- 2) The apportionment of fees or other revenue derived from the functions or activities and the manner in which such revenue shall be accounted for;
- 3) The transfer of personnel and the preservation of their employment benefits;
- 4) The transfer of possession of or title to real or personal property;
- 5) The term or duration of the agreement, which may be perpetual;
- 6) The rights of the parties to terminate the agreement; and

WHEREAS, CCSD and PPD acknowledge that designated CCSD campuses and other district properties are monitored by a CCSD video surveillance system (“video surveillance system”), that the system is designed so that CCSD can enable it to be monitored by PPD officers remotely from dispatch, police headquarters and PPD vehicles, and that it is in the best interest of CCSD and PPD that officers are able to access the video surveillance system during emergencies concerning health or safety situations in order to become familiar with the conditions at the district property in the event of an emergency;

WHEREAS, PPD requests access to CCSD’s video surveillance system for health and safety emergency purposes;

WHEREAS, CCSD can provide PPD with access to its video surveillance system; CCSD and PPD wish to enter into an agreement which provides that CCSD will provide limited access to its video surveillance system to PPD as described in the Agreement, and

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the parties enter into the following:

## A G R E E M E N T

### 1. Purpose, Effective Date, and Term of Agreement.

1.1 The purpose of this Agreement is to have a process where CCSD can allow PPD access to CCSD video surveillance for purposes of ensuring safety of CCSD students, staff and other individuals in the event of a health or safety emergency.

1.2 This Agreement becomes effective upon execution by both parties and shall commence on July 1, 2023, and remains in effect until June 30, 2028 or unless terminated as set forth in section 10. This Agreement may be renewed in the form of a written amendment to this Agreement and must be signed by both parties.

2. Duties and Responsibilities of CCSD. Duties and responsibilities may include, but are not limited to:

2.1 CCSD shall provide PPD access to monitor CCSD video surveillance system only in connection with a health or safety emergencies involving students or other individuals as described in 34 C.F.R. §99.31(a)(10) and 34 C.F.R. §99.36, with credible threats of the same, or during nights alarms when the school is closed for the evening;

2.2 In the event of health or safety emergencies involving students or other individuals, PPD may begin to monitor CCSD's video surveillance;

2.3 CCSD may create automated alerts that proactively notify PPD when health or safety emergencies occur. These alerts include, but are not limited to, after-hours motion alerts, Person of Interest alerts, and vandalism alarms;

2.4 CCSD will allow non-school hour access to CCSD's video surveillance in order to facilitate testing and for training of PPD staff.

3. Duties and Responsibilities of PPD. Duties and responsibilities may include, but are not limited to:

3.1 Except as provided in 3.1.1, PPD represents and warrants that PPD will only monitor CCSD video surveillance at CCSD request and when there is a health or safety emergency involving students or other individuals as defined in 34 C.F.R. §99.31(a)(10) and 34 C.F.R. §99.36, with credible threats of the same, or during nights alarms when school is closed for the evening;

3.1.1 PPD shall be permitted to monitor CCSD surveillance systems if specific alerts or alarms are received from CCSD or the automated Verkada Command system. In the event a PPD officer believes that there is an emergency and it is necessary for PPD to monitor CCSD surveillance system to protect the health or safety of CCSD students, staff or other individuals, the officer shall contact his or her supervisors and describe the reasons why the officer believes a health or safety emergency warrants monitoring and the PPD supervisor may provide the officer with the access code to begin monitoring CCSD video surveillance.

3.12 PPD shall not disclose education records obtained through video surveillance system or use for external law enforcement purposes;

3.2 PPD shall not record or retain a record of any CCSD video surveillance.

#### 4 **Indemnification.**

4.1 CCSD and PPD are each independent governmental agencies. Neither CCSD nor City is an agent for one another. CCSD shall defend, save, hold harmless, and indemnify PPD and their respective agencies and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of CCSD or its officers, employees, subcontractors, or agents under this contract. PPD shall defend, save, hold harmless, and indemnify CCSD and their respective agencies and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of PPD or its officers, employees, subcontractors, or agents under this agreement.

4.2 Both CCSD and PPD shall obtain and at all times keep in effect comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270.

- 5 **Assignment.** Neither party to this Agreement may assign its interest in the Agreement without the express written consent of the other party.
- 6 **Compliance With Laws.** During the entire term of this Agreement, the parties shall comply in every respect with all laws, rules and regulations of the State of Oregon as well as Family Educational Rights and Privacy Act 20 U.S.C. §1232g and Family Education Rights and Privacy, 34 C.F.R. Part 99 and CCSD policies.
- 7 **Waiver.** No waiver of any portion of this agreement shall be deemed or shall constitute a waiver of any other portion thereof, nor shall any waiver constitute a continuing waiver.
- 8 **Disputes.** The parties agree that any disagreement regarding the interpretation, meaning or affect or any provision of this Agreement shall be settled by arbitration if so requested by either party in writing. The arbitration decision will be binding upon the parties. The cost of such arbitration shall be shared equally between the parties.
- 9 **Termination or Suspension of Performance.** This Agreement may be terminated under the following conditions:

9.1 By mutual consent of both parties; or

9.2 By either party on 30 days' written notice.

Any termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to the notice of termination;

- 10 **Integration Clause.** The foregoing represents the entire agreement between the parties and any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding upon the other party except to the extent incorporated in this Agreement.
- 11 **Modifications.** No modification of this Agreement shall be binding upon the parties unless reduced to writing.

13. **Signatures.**

FOR THE DISTRICT

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Superintendent

Date: \_\_\_\_\_

FOR THE CITY OF PRINEVILLE

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Steve Forrester, City Manager

Date: June 27, 2023