

**RESOLUTION NO. 1582
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH CROOK COUNTY SCHOOL
DISTRICT**

Whereas, the City of Pineville (“City”) acting by and through its Prineville Police Department (“PPD”) and Crook County School District (“CCSD”) previously entered into an Intergovernmental Agreement pursuant to ORS 190.010 dated February 28, 2023 (“IGA”).

Whereas, the original IGA contemplated two School Resource Offers and expired on June 30, 2024.

Whereas, CCSD has requested, and PPD has agreed, to provide an additional School Resource Officer and extend the term of the IGA to June 23, 2028.

Whereas, CCSD has acknowledged that there will be a delay in providing a third officer in Year 1 due to the time needed to hire and train a new officer. To help mitigate the expense incurred to CCSD in Year 1, PPD will credit the billing in Year 5 for the number of school days funded by CCSD during which the newly hired officer was not in service for CCSD.

Whereas, City has prepared an Intergovernmental Agency Agreement (“Agreement”), attached hereto and incorporated herein.

Whereas, Agreement is authorized by ORS 190.010.

Whereas, City staff believes it is in the best interest of the City to approve and execute the Agreement;

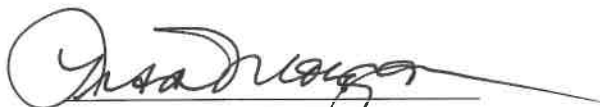
Now, Therefore, the City of Prineville resolves that the Intergovernmental Agency Agreement attached to this Resolution between the City and CCSD is hereby approved, and that the Mayor is authorized and instructed to sign such Intergovernmental Agency Agreement on behalf of the City.

Approved by the City Council this 14th day of November, 2023.



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 on November 15, 2023 and the District and PPD 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; and

WHEREAS, CCSD and PPD acknowledge that both parties benefit from the assignment of a School Resource Officer (SRO);

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

AGREEMENT

1. Purpose of and Effective Date of Agreement.

The purpose of this Agreement is to define the roles, responsibilities, and funding obligations of both CCSD and PPD for the purpose of maintaining a continuous and positive police presence in the Crook County schools during the school year.

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

- a) CCSD shall provide a work area at the school sites for the SROs, assist the SROs in disseminating information to the staff, teachers, students, and parents concerning the SRO positions and projects, and coordinate with the SROs and PPD for any training of staff, teachers, and/or students.

b) Reimburse the PPD in accordance with the funding schedule provided in this section of this Agreement.

"Total personnel cost" for each SRO includes annual wages (including overtime, incentives, and training), employer-paid health insurance benefits, employer-paid PERS costs, and required employer-paid payroll taxes.

Total personnel cost will be divided by 2,080 hours per year to determine the total hourly wage. The total hourly wage will be multiplied by 8 hours per day, and multiplied by the number of days to be funded by CCSD according to the following schedule:

	SRO 1 Hours		SRO 2 Hours		SRO 3 Hours	
	CCSD	PPD	CCSD	PPD	CCSD	PPD
Year 1 (2023-2024)	171	89	171	89	260	0
Year 2 (2024-2025)	171	89	171	89	260	0
Year 3 (2025-2026)	171	89	171	89	208	52
Year 4 (2026-2027)	171	89	171	89	182	78
Year 5 (2027-2028)	171	89	171	89	171	89
Thereafter	171	89	171	89	171	89

The result will be the dollar amount to be billed to CCSD.

c) CCSD acknowledges that there will be a delay in providing a third officer in Year 1 due to the time needed to hire and train a new officer. To help mitigate the expense incurred to CCSD in Year 1, the PPD will credit the billing in Year 5 for the number of school days funded by CCSD during which the newly hired officer (SRO 3) was not in service for CCSD.

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

- a) Hire, employ, and assign law enforcement officers to each of the three SRO positions with the Crook County School District. The SROs will be hired on a permanent basis and will be officers who are authorized by law, or a state or local public agency, to engage in or oversee the prevention, detection, or investigation of violations of criminal laws. PPD will train, supervise, schedule, and compensate the SROs.
- b) Supply the SROs with uniforms, vehicles, radios, and any other equipment necessary to carry out the duties in association with this Agreement.
- c) Schedule the SROs to ensure that at least 75% of the time spent by the SROs is involved with schools and related activities.
- d) Provide an invoice to CCSD annually, which will serve as a reimbursement request.

- e) PPD shall not disclose education records obtained in the course of performing duties under this Agreement.
- f) PPD shall not disclose education records obtained in the course of performing duties under this Agreement;

4. Term of the Agreement. The parties agree that this Agreement shall be in effect for five years. This Agreement becomes effective upon execution by both parties and shall commence on November 15, 2023, and remains in effect until June 30, 2028 or unless terminated as set forth in section 10. The parties may extend this Agreement for an additional one-year terms. Any renewals and/or changes to this Agreement must be in writing, in the form of an amendment to this Agreement and signed by both parties.

5. Indemnification.

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 attorney 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 attorney fees, resulting from, arising out of, or relating to the activities of PPD or its officers, employees, subcontractors, or agents under this agreement.

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

- 6. Assignment. Neither party to this Agreement may assign its interest in the Agreement without the express written consent of the other party.
- 7. 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.
- 8. 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.

9. 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.
10. Termination or Suspension of Performance. This Agreement may be terminated by mutual consent of both parties, or by either party by providing 90 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.
11. 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.
12. Modifications. No modification of this Agreement shall be binding upon the parties unless reduced to writing.
13. Signatures.

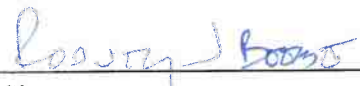
FOR CROOK COUNTY SCHOOL
DISTRICT


Signature

Duane Yecha, Superintendent
Printed Name / Title

11/1/23
Date

FOR THE CITY OF PRINEVILLE
POLICE DEPARTMENT


Signature

Rodney J. Beebe, Mayor
Printed Name / Title

November 14, 2023
Date