

INTERGOVERNMENTAL AGREEMENT
Between the City of Molalla and the Molalla River School District

This agreement is entered into this ____ day of _____, 2024, between the City of Molalla (“CITY”), a municipal corporation of the State of Oregon, and the Molalla River School District (DISTRICT”), a political subdivision of the State of Oregon.

RECITALS

WHEREAS, ORS Chapter 190 allows units of local government to enter into agreements for performance of any and all functions and activities which such units have authority to perform; and

WHEREAS, the DISTRICT desires a contractual relationship with the CITY whereby the CITY will be providing certain services through a designated School Resource Officer (SRO) position; and

WHEREAS, the CITY and DISTRICT desire to participate in a working partnership to provide a safe and secure learning environment for all students and staff to encourage a positive learning experience at Molalla High School, Molalla Middle School and Molalla Elementary School.

WHEREAS, DISTRICT is in need of special services available through the School Resource Officer Program (these special services are described in Section II and are referred to collectively as the “Services”).

WHEREAS, CITY employs sworn peace officers specially trained, experienced, and competent to provide the Services and CITY is willing to provide Services to DISTRICT on terms and in the manner provided in this AGREEMENT.

WHEREAS, CITY and DISTRICT are joining together in a collaborative effort to provide one (1) School Resource Officer (SRO). The SRO’s 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 July 1, 2024. This AGREEMENT shall expire on June 30, 2026, unless terminated as specified in Section 7. The Parties may, by mutual agreement, renew this AGREEMENT for two- year terms.

2. CITY SERVICES

- A. Services – General: CITY will provide ONE (1) full time sworn peace officer from the Molalla Police Department to function as School Resource Officer (SRO). The SRO shall perform services, as an employee of the City of Molalla, under the supervision and control of the Molalla Police Department Chief of Police (Chief) and shall be subject to the rules and regulations of the City. The type and manner of performance of the Services, which are further clarified in Exhibit A, which is attached hereto and incorporated herein, should promote safety in the learning environment. The Services contemplated by this AGREEMENT are directed to Molalla High School (MHS), Molalla River Middle School (MRMS), and the Molalla Elementary School (MES).
- B. Services – Mandatory: CITY shall perform the following services:
 - I. Establish and maintain a liaison between DISTRICT personnel, Molalla 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 law enforcement-related issues including crime prevention and investigations.
- C. Services – Discretionary: City may in the sole discretion of the SRO and/or his/her supervisor, perform the following services:
 - I. Conduct patrol activity in and around the designated campuses.
 - II. Conduct preliminary and follow-up investigations of crimes that occur on or near the designated campuses.
- D. Services – Security: The Services performed by the SRO pursuant to this AGREEMENT is 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.

3. DISTRICT DUTIES

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

- A. DISTRICT superintendent will serve as liaison to the Molalla Police Chief. Superintendent and chief will collaborate as necessary regarding the SRO's activities within the DISTRICT.

- B. DISTRICT personnel shall cooperate with the SRO to facilitate his/her performance of Services pursuant to this AGREEMENT. Each Building Principal will serve as the contact person for the school to facilitate communication with the SRO.
- C. DISTRICT shall provide appropriate office space with a desk and telephone for the SRO to create a professional and private working environment.

4. OPERATIONAL PROCEDURES

- A. Uniformed Officer: The SRO will perform his/her duties in full police uniform. This uniform will include safety equipment designated for use by sworn field personnel pursuant to Molalla Police Department policies and practice.
- B. Services – Timing: CITY shall, following the school calendar, provide the SRO to DISTRICT 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 he/she is on paid leave or otherwise absent for an extended period of time.
- C. Extra-curricular and special events outside the standard work schedule may be accommodated on a case-by-case basis through the use of adjusted shifts or trade time from non-student contact days, as mutually agreed upon between the CITY and the DISTRICT. If trade time is not available, the DISTRICT may contract for the extra duty to be paid on an overtime basis and as approved by the SRO's supervisor.
- D. Transporting Students- The SRO shall not transport students in the vehicles except:
 - 1) when the students are victims of a crime, under arrest, or some other emergency circumstances exist; or
 - 2) as part of the Department ride-a-long program.
- E. Arrest Procedures involving School Related Crimes-
 - 1) Juveniles under 12: Juveniles under the age of 12 generally will not be subject to transport, as they are not eligible for lodging at the Juvenile Reception Center (JRC). However, the SRO should consider consulting with JRC personnel to explore available resources and options.
 - 2) Juveniles 12 years of age or older: When an SRO has reason to arrest or takes a person 12 years of age or older into custody, he/she should consider the following options:

- a) the SRO may choose the least restrictive course of action, which is appropriate under the circumstances, which may include the release of the subject into the custody of a parent, guardian, or custodian.
 - b) the SRO may consult with the Juvenile Reception Center and arrange for transport and lodging if authorized.
- 3) Students 18 years of age or older are not eligible for services through JRC and will be treated as an adult during the arrest and custody procedures, as per Molalla Police Department Policy.
- 4) The SRO shall contact the student's parent or guardian as soon as practicable after the arrest and advise them of the reason(s) for the arrest.
- 5) Crimes involving students at off-campus locations directly related to school, such as bus stops and students walking to school, the SRO shall coordinate with school officials to determine the appropriate course of action.

5. METHOD OF COMPENSATION

- A. Personnel: CITY is required to maintain one (1) sworn peace officer to provide the Services required by this AGREEMENT.
- B. Funding of Personnel: Beginning with the 2024 – 2025 school year, CITY will provide the officer's base salary, equipment, and benefits. DISTRICT will provide seventy-five thousand dollars (\$75,000.00) toward the officer's base salary and benefits. Beginning with the 2025 – 2026 school year, DISTRICT will provide seventy-five thousand dollars + 4.5 % (\$78,375.00) toward the officer's base salary and benefits.
- C. District Payments: DISTRICT shall, each year of this agreement, pay the total owed (\$75,000.00 + 4.5% in 2025 - 2026) within thirty (30) days of receipt of an invoice.

6. SPECIAL PROVISIONS

- A. Selection of SRO(s): The Chief of Police will determine those individuals best suited for the assignment and advise the DISTRICT of the eligible candidate(s). The Chief of Police shall consider input from the DISTRICT representative(s) as to the selection of the SRO(s), but the final selection will be at the discretion of the Chief of Police.
- B. Grant Administrative Requirements: The CITY and DISTRICT will be responsible for their own respective grant monies received, if any, associated with this Agreement 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. DISTRICT input will be considered as part of this process from the designated DISTRICT liaison.
- D. In a timely manner, the DISTRICT will provide the Chief of Police, or their designee, with a copy of any Public Record created by the DISTRICT which involves, describes, or relates directly to any performance or productivity issues or concerns involving any CITY Police Department employee's work performed under this Agreement.

7. TERMINATIONS

DISTRICT or CITY may terminate this AGREEMENT without cause any time after the Effective Date, by giving thirty (30) day written notice to the other party. In the event of termination, DISTRICT shall compensate CITY for Services performed to the date of termination. CITY shall continue to provide Services after notified to terminate and during the thirty (30) 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 AGREEMENT.

8. INDEMNIFICATION AND INSURANCE

- A. To the extent permitted by law and within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall indemnify and defend the other and their officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in claims or litigation in any way related to this Agreement. .
- B. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

9. ASSIGNMENT

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

10. NOTICE/REPRESENTATIVES

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

CITY: City Manager, City Hall, 117 N Molalla Avenue
Molalla, Oregon, 97038

DISTRICT: Superintendent, Molalla River School District (MRSD), 412 S Sweigle
Molalla, Oregon, 97038

11. GENERAL PROVISIONS

- A. The DISTRICT and CITY are the only parties to this Agreement. Except as otherwise expressly stated in this Agreement, no third-party has any right to enforce any provision of this Agreement, even if the third-party is benefited by it.
- B. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.
- C. No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both parties.
- D. In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the Party to be excused.
- E. Each Party agrees to comply with all local, state, and federal ordinances, statutes and laws related to the performance of services under this Agreement.

- F. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- G. This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind on the subject.
- H. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS THEREOF, the Parties have caused this AGREEMENT to be executed:

_____	_____
Dan Huff	
City Manager, City of Molalla	Date

_____	_____
Tony Mann	
Superintendent, MRSD	Date

EXHIBIT A

SRO Duties, Work Rules & Expectations

General guidance and task supervision are the responsibility of the SRO and the Molalla Police Chief, who will work closely with and in cooperation with the DISTRICT.

1. As sworn Police officers, once SROs are involved in an official investigation of criminal activity, they 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 SRO's Supervisor of the investigation.
 - e. Present the case to the District attorney and/or the Juvenile Department for review.
2. The duties and responsibilities of the SRO shall be as defined below and as further clarified by mutual agreement between the CITY and the DISTRICT. Such duties shall include, but not be limited to:
 - a. The SRO will wear the prescribed City uniform of the day with all normal accessories, and equipment including a firearm. The SRO's Supervisor may allow an exception to this rule at their discretion based on investigatory or policing needs.
 - b. SROs should drive a Molalla Police vehicle to their assigned school, 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's 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.
3. The Building Principal may request the following duties as appropriate, subject to SRO availability, CITY policy and procedure, and applicable laws and guidelines. In the event of a conflict, the SRO Supervisor shall be the determining agent for SRO activities:
 - a. Make appropriate contacts with parents and other community agencies as requested.
 - b. Assist with supervision of after-school activities as requested.
 - c. Conduct motorized patrol of school grounds and nearby streets, and/or direction of traffic at designated points.
 - d. Enforce criminal laws through investigation and arrests.

- e. 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's Supervisor. The SRO's Supervisor will notify the DISTRICT.
- 4. Scheduling of workdays, vacation, and other time off during the school year will be arranged through the CITY in consultation with the DISTRICT.

