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INTERGOVERNMENTAL AGREEMENT
(Yamhill County, Yamhill County Sheriff and Sheridan School District)
School Resource Officer - July 1, 2014 through June 30, 2015

THIS INTERGOVERNMENTAL AGREEMENT is made effective the last date set forth adjacent to the signatures below by and between Yamhill County, a political subdivision of the State of Oregon ("County"), the Yamhill County Sheriff ("Sheriff") and the Sheridan School District ("District").

RECITALS

- A. The Sheriff provides law enforcement services within the unincorporated areas of Yamhill County and for certain public entities, such as school districts, that contract with Sheriff and County for law enforcement services.
 - B. The District and Sheriff have determined it appropriate that a part time School Resource Officer ("SRO") be assigned by the Sheriff to District schools.
 - C. The purpose of this Intergovernmental Agreement is to establish the duties and responsibilities of the SRO to be assigned by the Sheriff to the District and to define the responsibilities of each of the parties for the supervision and support of the SRO.
 - D. This agreement is authorized by ORS 203.010 and ORS Chapter 190.
- NOW, THEREFORE,

AGREEMENT

IT IS HEREBY AGREED BY SHERIFF, COUNTY and DISTRICT as follows:

A. YAMHILL COUNTY SHERIFF'S OFFICE (YCSO) RESPONSIBILITIES

1. a. YCSO will provide a DPSST certified police officer for assignment to the School Resource Officer position at District during the term of this Agreement. Subject to availability of funding as provided in Section B, County agrees to assign to District a patrol deputy to act as SRO when school is in session during the period July 1, 2014 through June 30, 2015. The position is a "split position" shared with the City of Sheridan (the "City"), with the City and District sharing the costs of the position. The schedule for the split position will be determined as mutually agreed by the City, District, and Sheriff's Office Supervisor.

b. The SRO will be assigned to one or more of District's K-12 schools during the time of year school is in session. It is the intent of the agreement that the focus location shall be the District's Junior and Senior High School campuses. The SRO may, however, be used for other police duties outside of the school year. The Sheriff reserves

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the right to reassign the SRO to other duties, irrespective of District school sessions, when an emergency exists and the SRO is required elsewhere. The determination of emergency is at the discretion of the Yamhill County Sheriff. It is understood that the schedule of the assigned deputy is to be set by YCSO Supervisor after consultation with District and City officials.

2. Except as otherwise specifically provided in this agreement, the Sheriff will be solely responsible for the supervision, control, and performance evaluation of the SRO, but the Sheriff agrees that the Sheriff or a designated supervisor will seek and utilize information provided by District administrative personnel in supervising the performance of the SRO and in the assigned employee's suitability to continue in the SRO position. After consultation with the Sheriff, the District Superintendent may request the assigned deputy be removed from the School Resource Officer position for reasons of unsuitability.

B. DISTRICT RESPONSIBILITIES

1. a. **BASE AMOUNT.** District will reimburse County **\$56,218.28** for the salary, benefits, uniform, vehicle, equipment and other costs of a 0.5 FTE Salary Step 6 patrol deputy while this agreement is in effect. Payment shall be made monthly in 12 increments at **\$4,684.86** per increment. The remainder of the reimbursement of County's costs for the patrol deputy will be paid by the City under a separate agreement between the County and the City. District's first monthly payment is due for July 15, 2014, and on the 15th day of the month in succeeding months.

2. District will contribute workspace to allow the SRO to perform its duties within the designated District facility.

3. District will make the SRO part of the respective school's staff as staff membership relates to appropriate in-service training, inclusion in general staff activities, and the provision of facility office space in which the SRO works.

4. District will review and approve any curriculum to be presented to students, staff, or parents by the SRO.

5. District agrees to provide input to the Sheriff in establishing annual goals for the SRO.

6. District's principals are authorized to direct the activities of the SRO while the SRO is on school grounds and is engaged in activities that are not primarily related to law enforcement. The Sheriff or his designate shall supervise and control activities of the SRO while the SRO is engaged in activities primarily related to law enforcement. In the event a dispute arises as to whether or not a given activity is primarily related to law enforcement, the Sheriff's decision shall be final.

C. SCHOOL RESOURCE OFFICER'S DUTIES. The following list of duties is not intended to be all-inclusive but to describe the principal activities in which the SRO may be involved. These activities will not be performed each day but as the need dictates. Where appropriate, the listed activities will be coordinated with the District's Superintendent or designate.

1. Assist in the enforcement of District truancy policy with a focus on keeping youth in school.

2. Be physically available at appropriate times for personal interaction with youth at District's schools including informal talking with students, staff, or parents during breaks, lunch, and before and after school activities.

3. Identify youths at risk of becoming delinquent through referrals to the SRO from school personnel, student advisors, parents, and via interaction with students themselves.

4. Assist in the diversion of youths identified as at risk of becoming delinquent from entry into the juvenile justice system through crisis intervention and referral to other resources and outside agencies.

5. Provide prevention education on vandalism, shoplifting, substance abuse, child and sexual abuse, and issues of personal safety as requested by District and school administrators.

6. Perform as a resource person for youth needing referrals to the appropriate government or private service agency.

7. Perform as an information source for District personnel on issues or criminal trends involving youth.

8. Participate and support youth organizations designed to promote responsible behavior (i.e. Natural Helpers, Oregon Student Safety on the Move, Oregon Teen Leadership Institute, etc.).

9. Take appropriate action to intervene regarding behavior that is criminal in nature. Make referrals to District and school administration for student actions that are disruptive to the school learning environment, and when enforcement action or arrest is necessary, request the dispatch of certified law enforcement personnel to the scene.

10. Aid the District with the enforcement of appropriate District policies related to SRO duties as requested by District authorities.

11. Promote a positive attitude of youth toward community, school, and local government, including police.

12. Develop and teach classes, as requested by District and school administrators, relevant to youth and crime issues (street law) which are germane to this community (providing the SRO meets the appropriate state or district criteria to instruct students).

13. Develop and teach classes, as requested by District and school administrators regarding civic competence, rights and obligations of youth according to law, rights and responsibilities of citizenship, and the role of citizenship in society.

14. Develop and provide programs that encourage problem solving and peer conflict mediation.

15. Notify District and school administration prior to the extended questioning of students at the school where the student is the focus of a criminal act or investigation.

D. MODIFICATION OF AGREEMENT. Each party to this agreement will annually review the conditions of the agreement to determine if it is being properly administered and to determine its sufficiency to meet program needs. Any modification of the terms of this Agreement must be executed in writing with the mutual consent of all parties.

E. TERM AND TERMINATION.

1. **Term.** Unless terminated in accordance with subsection (2), the term of this agreement is from July 1, 2014 through June 30, 2015. Thereafter, the parties shall exercise their best efforts to reach agreement on further renewal.

2. **Termination.**

a. This agreement may be terminated at any time by the mutual agreement of District, Sheriff and County.

b. This agreement may be terminated by District on thirty days written notice to the other parties if District has reason to believe it will exhaust funds available to pay its obligations under Section B(1).

c. This agreement may be terminated by District, Sheriff or County with or without cause on sixty days written notice to the other parties.

d. All obligations incurred prior to termination of this agreement shall survive termination.

F. RECIPROCAL INDEMNIFICATION.

1. County, its officers and employees, shall not be deemed to have assumed any liability for acts of District, or of any officer, employee or agent thereof. District

hereby agrees to hold and save County, its officers, agents, and employees harmless from all claims whatsoever that might arise against County, its officers, agents, or employees, by reason of any act of District, its officers, agents and employees.

2. District, its officers and employees, shall not be deemed to have assumed any liability for acts of County, or of any officer, employee or agent thereof. County hereby agrees to hold and save District, its officers, agents, and employees harmless from all claims whatsoever that might arise against District, its officers, agents, or employees, by reason of any act of County, its officers, agents and employees.

G. WORKERS COMPENSATION. The County and Sheriff are the subject employers of the SRO under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

DONE the date and year set forth adjacent to the parties signatures below.

SHERIDAN SCHOOL DISTRICT

By: Steven Sugg
SUGG, STEVE, Superintendent
Date: 6/18/2014

YAMHILL COUNTY, OREGON

By: J. H. Crabtree
JACK CRABTREE, Sheriff
Date: 6/26/14

By: Allen Springer
ALLEN SPRINGER, Chair
Board of Commissioners
Date: 6-26-14

APPROVED AS TO FORM

By: Christian Boenisch
CHRISTIAN BOENISCH
County Counsel
Date: 6/25/14

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Accepted by Yamhill County **Page 5**
Board of Commissioners on
6/26/14 by Board Order
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