

RESOLUTION NO. 5121-12

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF TUALATIN AND THE TIGARD-TUALATIN SCHOOL  
DISTRICT FOR THE SCHOOL RESOURCE OFFICER PROGRAM

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN,  
OREGON, that:

Section 1. The City Council approves and accepts the attached  
Intergovernmental Agreement between the City of Tualatin and the Tigard-Tualatin  
School District to enhance public safety through community policing within the schools.

Section 2. The Mayor and the City Recorder are authorized and directed to  
execute the Intergovernmental Agreement on behalf of the City of Tualatin.

INTRODUCED AND ADOPTED this 10th day of September, 2012.

CITY OF TUALATIN, OREGON

BY

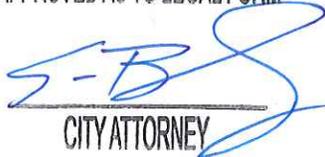
  
\_\_\_\_\_  
Mayor

ATTEST:

BY

  
\_\_\_\_\_  
City Recorder

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
CITY ATTORNEY

**CITY OF TUALATIN AND TIGARD-TUALATIN SCHOOL DISTRICT  
SCHOOL RESOURCE OFFICER AGREEMENT**

This agreement is made and entered into by and between the City of Tualatin (City), a municipal corporation of the State of Oregon, and the Tigard-Tualatin School District (District).

WHEREAS the City and District desire a cooperative effort in:

- Creating an atmosphere of safety and security on school grounds;
- Enforcing the law and making arrests when necessary;
- Educating students on health, safety, drugs and violence issues;
- Providing resources for School District, staff, and students;
- Providing a positive image of law enforcement and law enforcement officers for school age children; and

WHEREAS the City and District desire to memorialize and continue their cooperative efforts by contract as authorized under ORS. 190.010.

The parties agree as follows:

1. The Tualatin Police Department's School Resource Officer Program will strive to enhance public safety through community policing within the schools, including crime prevention, enforcement of laws on school grounds, education and role modeling.
2. The City shall provide a minimum of two (2) School Resource Officers (SRO) to be assigned to service District schools within the city limits of Tualatin. All SROs shall be sworn employees of the Police Department.
3. The Tualatin SRO's primary assignments will be Tualatin High School, Hazelbrook Middle School, Byrom Elementary School, Bridgeport Elementary School, Tualatin Elementary School, and any further District school site that falls within the Tualatin Police Department jurisdiction.
4. The SRO's schedule will be developed by a Police Department supervisor to address the needs of the SRO unit and the schools they serve.
5. The SRO will work in cooperation with all school personnel, students, parents and community members to accomplish the Police Department's mission.
6. The school principals and the Police supervisor of the SRO unit shall coordinate activities and meetings related to the SROs in the schools. The following priorities will guide the activities of the SRO:

- a. Police presence, crime prevention and enforcement of laws. To create and maintain a feeling of safety and security for the benefit of all students and staff and to deter crime and violence on all grounds through police presence and enforcement of laws.
  - b. Education and positive contact. To create and maintain educational opportunities for all students and staff which in turn creates a positive image of law enforcement.
  - c. Student and staff assistance. To become and remain a resource for all students and staff. To that end the SRO will be available for special event security as necessary.
7. The School District shall make every effort to provide the SROs with a private work area containing a desk, computer, and telephone within the High School and Middle School.
  8. The City shall pay the costs of selection, salary, benefits, vehicle, and equipment for a minimum of two (2) SROs. The District shall provide funding to offset the costs of the SRO program and to cover the costs of overtime for special events as necessary. The District's funding for Fiscal Year 2012/2013 shall be \$30,000. For future Fiscal Years, the funding will increase by an amount equal to 100% of the annual average change, for the period ending in December each year, using the C.P.I.-W, West Index.
  9. As part of the ongoing partnership between the City and District, each agrees to allow the other the use of any facilities as available for meetings, trainings, community events or other use as agreed upon by the parties, subject to each entity's facilities use policies and procedures.
  10. The cost of specialized training shall be shared by mutual agreement between the City of Tualatin and the School District on a case-by-case basis.
  11. All equipment supplied by the School District shall remain the property of the District; all equipment supplied by the City of Tualatin shall remain the property of the City.
  12. The City agrees to hold and save the School District, its officers, employees, or agents harmless from all claims whatsoever that might arise against the School District; its officers, employees, or agents by any act of Tualatin, its officers, employees, or agents in the performance of the duties required by this contract.
  13. The District agrees to hold and save the City of Tualatin, its officers, employees, or agents harmless from all claims whatsoever that might arise against the City of Tualatin, its officers, employees, or agents by any act of School District, its officers, employees, or agents in the performance of the duties required by this contract.
  14. The City and the District mutually agree that neither party will insure the actions of the other, but rather each party will assume its own responsibility in connection with any claims made by a

third party against the City and/or the District and that both the City and the District will maintain liability insurance coverage.

15. The City and the District mutually agree that nothing contained in this contract is intended to limit the remedy, if any, of either party against the other party, including claims under subrogation agreements with the party's insurance carrier, to recover damages to property or injury to persons caused by a party's negligence.
16. This contract shall be effective beginning July 1, 2012, through June 30, 2013 This contract may be modified, subject to negotiation, provided that the party seeking to renew the agreement provides the other party with thirty-days (30) written notice.

In witness whereof, the parties have caused this contract to be executed by the duly authorized officers on the dates hereinafter written.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

City of Tualatin

Tigard-Tualatin School District

By \_\_\_\_\_  
Lou Ogden, Mayor

By \_\_\_\_\_  
Rob Saxton, Superintendent

ATTEST:

By \_\_\_\_\_  
City Recorder