

**CITY OF COOS BAY CITY COUNCIL**  
**Agenda Staff Report**

| <b>MEETING DATE</b> | <b>AGENDA ITEM NUMBER</b> |
|---------------------|---------------------------|
| July 16, 2013       |                           |

TO: Mayor Shoji and City Councilors

FROM: Chris Chapanar, Police Captain  
Through: Rodger Craddock, City Manager

**ISSUE:** Request Approval from Council to enter into the IGA with School District #9 for School Resource Officer.

**BACKGROUND:**

For many years Coos Bay Police Department has diligently worked to provide School District #9 with a School Resource Officer(s) (SRO) during the regular school session. The main goal of the SRO is to prevent juvenile delinquency by promoting positive relations between youth and law enforcement. The SRO position encompasses three major components: law enforcement, education, and counseling. These three components allow the SRO to take a proactive approach to law enforcement. SRO's are not just "cops" on campus. SRO's provide all law enforcement duties on campus as well as off campus. They educate the students by teaching law related classes and other related subjects in the classrooms and counsel both students and parents on various topics. The SRO becomes involved in the students' lives as a positive role model. The intent is that the positive experiences students have with the SRO will bridge the gap between juveniles and law enforcement, and in doing so, help prevent juvenile crime.

The SRO has proven to be a vital program and extremely beneficial to school, community, as well as the Coos Bay Police Department. Over the past years, the Coos Bay Police Department has supplied School District #9 with a SRO at no cost to the District. Each year with added expenses and budgetary constraints providing and maintaining such a program is becoming more and more difficult.

Recognizing the benefit of the program as well as the budgetary limitations, the City of Coos Bay and School District #9 began discussing ways to keep the vital program alive. After some discussion, School District #9 agreed to potentially enter into an Inter-Governmental Agreement (IGA) with the City of Coos Bay proposing to pay the City the sum of \$40,000, to help defer the overall salary cost of an officer. The agreement covers the school year beginning in September 2013 and ending June 2014. The sum paid would be in exchange for the City providing the District with a SRO.

**ADVANTAGES:**

The City will receive the sum of \$40,000 to help offset the salary of a full time police officer while acting in the capacity of a SRO for School District #9.

**DISADVANTAGES:**

N/A

**BUDGET:**

Positive budget impact of \$40,000 as the City will not be hiring an additional officer to fulfill the SRO position, but instead the SRO position will be filled with the current staffing level.

**RECOMMENDATION:**

If it pleases the Council, it would be staff's recommendation to approve the IGA and to enter into an agreement with School District #9.

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF COOS BAY AND THE COOS BAY SCHOOL DISTRICT**

This Intergovernmental Agreement is entered into on the last date set forth below, between the City of Coos Bay, a municipal corporation, by and through its City Manager, hereafter "City" and the Coos Bay School District, a political subdivision of the State of Oregon, by and through its Superintendent. Hereafter "District";

WHEREAS, the District operates various schools within the city of Coos Bay, and desires to have available for use at some or all of these schools a resource officer;

WHEREAS, City maintains a Police Department which is capable of providing a resource officer for use at some or all of the District's schools;

WHEREAS, the District is willing to provide financial assistance to the City in exchange for the City providing a full time resource officer;

WHEREAS, it is in the best interests of the citizens of the City and the students of the District that the District secure the services of a full time resource officer,

NOW THEREFORE, the parties agree as follows:

1. The District will pay to the City the sum of \$40,000, during the school year beginning in September of 2013 and ending in June of 2014, in exchange for the City providing to the District a full time police officer to perform the duties of a school resource officer (SRO). The police officer shall perform the duties of a SRO during the hours that school is in session at the District and to include additional school related events/meetings as needed such as: school dances, football games, expulsion hearings, and some school board meetings.
2. The City agrees to assign a fully trained and certified police officer to the District to perform the duties of a SRO while school is in session at the District, for the school year beginning in September of 2013 and ending in June of 2014. The City will make a reasonable effort to have the SRO available during at least one of the three in-service days in August for planning purposes.
3. The parties agree that the SRO shall be supervised by police department staff and will answer only to police department staff in all law enforcement circumstances.
4. As part of the SRO assignment, the assigned officer will make every effort to meet weekly or bi-weekly with school administrative staff, i.e. Dean of Students or the Principal to discuss needs, and/or concerns. The officer will make every effort to maintain an open-line of communication between school officials and the police department.
5. The City will supply the SRO, a police vehicle owned by the City, and all necessary equipment and training for the officer assuming the position of resource officer.
6. While the City agrees to be diligent in its efforts to maintain the officer in the position of an SRO during all times that school is in session, the parties acknowledge and

agree that the City has the right to temporarily reassign the designated officer back to the police department in emergency circumstances.

7. In the event that the City reassigns the SRO to regular police duties as allowed in the preceding paragraph, the District shall be entitled to a credit on the amount owed to the City by the District for the time that such officer is not available to perform the necessary duties of a resource officer while school is in session.
8. The City will make all reasonable efforts to schedule the SRO's vacation and other personal time off during periods when the District is not in session. However, the parties recognize that the SRO is entitled to vacation and other personal time off pursuant to the collective bargaining agreement between the City and the Coos Bay Police Officer's Association. The parties understand and acknowledge that there may be limited times when the SRO's vacation and/or other personal time off occurs while the District is in Session.
9. The sum owed by the District to the City shall be divided into ten equal installments, which shall be paid to the City by the first of each month beginning in September of 2013 and ending in June of 2014.
10. Subject to the limitations of the Oregon Tort Claims Act, City hereby agrees to defend, indemnify and save harmless District, its elected officials, employees, agents, and volunteers, against any and all loss, damage, liability, claims, demands, or costs resulting from injury or harm to persons or property (including, without limitation, City's employees or property) to the extent arising out of or in any way connected with the negligent performance of City employees or agents under this Agreement.
11. Subject to the limitations of the Oregon Tort Claims Act, District hereby agrees to defend, indemnify and save harmless City, its elected officials, employees, agents, and volunteers, against any and all loss, damage, liability, claims, demands, or costs resulting from injury or harm to persons or property (including, without limitation, District's employees or property) to the extent arising out of or in any way connected with District's negligent performance under this Agreement.
12. The City and District are the only parties to this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right whether directly, indirectly or otherwise, to any third persons.
13. City understands and agrees that District's obligation to make payments to City is contingent upon District having necessary funding to implement this agreement. In the event that such funding is not available the District may terminate this Agreement effective upon written notice to the City without penalty or further liability. The District shall remain liable to the City for any sums owed at the time of the termination of this agreement.
14. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. City shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate required to perform the services described in this Agreement, and shall comply with any other standards or criteria described in this Agreement.

15. This Agreement may be terminated at any time by mutual written consent of the parties or upon 30 days prior written notice by one party to the other, or if either party commits any material breach or default of any term of this Agreement, and such breach, default or failure is not cured within 10 business days after delivery of notice of the breach, default or failure.
16. Any changes or deviations from the terms of this Agreement shall not be valid unless and until they have the prior written approval of the parties.
17. If any portion of this contract is found by a Court of competent jurisdiction to be illegal, void, or otherwise unenforceable, the offending provision shall be severed from the agreement and the remaining provisions shall remain enforceable and in full effect.

IN WITNESS WHEREOF the parties have executed as of the date and year first written above.

CITY OF COOS BAY, OREGON,

By: \_\_\_\_\_  
Rodger Craddock, City Manager  
500 Central Avenue  
Coos Bay, OR 97420  
541-269-8912

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

COOS BAY SCHOOL DISTRICT

By: \_\_\_\_\_  
Dawn Granger, Superintendent  
Coos Bay School District  
1255 Hemlock St.  
Coos Bay, Or 97420  
541-267-1309

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