



RESOLUTION NO. 7243

A RESOLUTION AUTHORIZING THE CITY OF ALBANY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE GREATER ALBANY PUBLIC SCHOOL DISTRICT (GAPS) FOR POLICE SERVICES

WHEREAS, ORS 190.003 et. seq. provides for intergovernmental cooperation in the interest of furthering economy and efficiency of local units of government; and

WHEREAS, ORS 190.003 for purposes of such intergovernmental cooperation defines a unit of local government as including a county, city, district, or other public corporation, commission, authority, or entity organized and existing under statute or county or city charter; and

WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers or agencies have authority to perform; and

WHEREAS, school safety is an increasingly important concern in this community as well as in the state and nation because of the escalating violence and crime; and

WHEREAS, schools are a safe haven for kids; and

WHEREAS, the Albany Police Department will select and assign an officer to each of the two high schools within GAPS for an average of 30 hours per week in each school; and

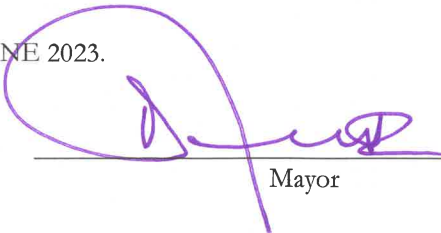
WHEREAS, this intergovernmental agreement is intended to promote safety in schools by initiating a program utilizing community policing principles; and

WHEREAS, both units of government believe the most efficient way of carrying out community safety within our schools is through a cooperative effort; and

WHEREAS, GAPS will fund fifty percent of the costs for two school resource officers.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the police chief is authorized to enter into an Intergovernmental Agreement, Attachment A, with GAPS, and that the police chief is authorized to sign the agreement and all related documents.

DATED AND EFFECTIVE THIS 14TH DAY OF JUNE 2023.

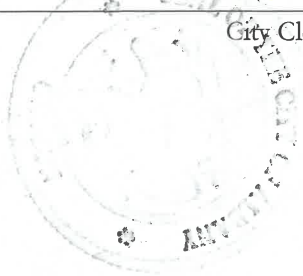


Mayor

ATTEST:



City Clerk



INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into, by and between the City of Albany Police Department, referred to as ("CITY"), and the Greater Albany Public School District, referred to as ("GAPS"), and individually as "Party", and collectively as the "Parties".

RECITALS

WHEREAS, the City provides police services; and

WHEREAS, both parties believe that school safety is an increasingly important concern in this community as well as in the state and nation because of the escalating violence and crime. Schools can no longer take for granted that they are a safe haven for kids. In addition to traditional school disciplinary problems like truancy, defiance, and fighting, schools must now attempt to restrict criminal activity ranging from alcohol and drugs to weapons and assaults; and

WHEREAS, the parties jointly entering into this agreement intend to help promote safety in schools by initiating a program utilizing community policing principles. The program will focus upon problem-solving through proactive efforts to educate and communicate; and

WHEREAS, both units of government believe the most efficient way of carrying out community safety within our schools is through a cooperative effort.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL terms and promises hereinafter set forth, the parties agree as follows:

1. TERM AND TERMINATION

- 1.1. This Agreement shall be for four years, effective from the date of last signature below and expire on **June 30, 2027**.
- 1.2. This Agreement may be terminated at any time by mutual consent of both Parties or by either Party upon sixty (60) days' written notice to the other Party. In the event of termination, CITY may apply a prepayment to a future time period or consider other agreed upon remedies.

2. CITY RESPONSIBILITIES

- 2.1. The CITY, by and through its Police Department, will select and assign an officer to each of the two high schools within GAPS for an average of 30 hours per week in each school.
- 2.2. Although the Police Department will make the specific duty assignments, a representative of GAPS will be included in the School Resource Officer (SRO) selection process. Assigned officers will also spend time at the feeder middle schools for each high school.
- 2.3. The Albany Police Department will provide supervision and evaluation of assigned officers. The supervisor will communicate with administrative staff at each school in carrying out this responsibility.

2.4. The assigned officers will:

- Provide positive preventative visibility on school campuses by their uniformed presence and through community policing principles.
- Serve as a resource to school staff and students on law enforcement issues.
- Provide a communication link with their supervisor, between the Police Department and the schools.
- Provide support to school administration in dealing with criminal acts by students or others on the school campus and immediate adjacent neighborhoods.
- Assist school staff in proactive problem-solving on school safety and security, including providing workshops and instruction.
- Develop positive relationships with school staff and students to open communication lines and foster cooperative efforts in providing a safe environment for learning.
- Make appropriate referrals to the Albany Police Department, juvenile departments, and courts to ensure that school safety issues are dealt with expeditiously. SROs will have access to the GAPS district student information system to access student education records in connection with health or safety emergency situations when an articulable and significant threat exists. This information will only be accessed during the period of the emergency. SROs shall keep personally identifiable student information obtained from the GAPS district confidential according to state law and the Family Education Privacy Records Act (FERPA).
- Attend meetings as needed with school staff for the purpose of exchanging information, receiving requests, and discussing overall school safety and security improvements.
- Comply with GAPS student nondiscrimination policies except when dealing with crime issues or actions creating a danger to public health or safety.

3. GAPS RESPONSIBILITIES

- 3.1. GAPS will provide office space with a telephone for assigned officers to conduct confidential student conferences or interviews as needed.
- 3.2. A school two-way radio shall also be provided to the assigned officers for communication purposes.

4. MUTUAL RESPONSIBILITIES

- 4.1. Parties agree to collaborate, coordinate, and communicate to foster the safety and security of the Parties and the public.
- 4.2. Periodic meetings may be called by either entity for the purpose of program coordination, problem-solving, or other needs deemed important.

5. COMPENSATION AND PAYMENT

5.1. CITY will provide an itemized invoice annually in August to the following address:

GAPS
District Office
718 7th Avenue SW
Albany, OR 97321

5.2. GAPS shall agree to pay by September 30 of each year to the CITY the following amounts in order to maintain an average of 60 hours of committed officer time per week:

- a. Fiscal Year 2023-2024 – Fund 50% of the cost of two full time SRO. [\$177,972]
- b. Fiscal Year 2024-2025 – Fund 50% of the cost of two full time SRO. [\$185,062]
- c. Fiscal Year 2025-2026 – Fund 50% of the cost of two full time SRO. [TBD]
- d. Fiscal Year 2026-2027 – Fund 50% of the cost of two full time SRO. [TBD]

5.3. GAPS shall pay invoices within thirty (30) to forty-five (45) days from the date GAPS receives the invoice.

6. AMENDMENTS

6.1. Any Party to this Agreement may request changes as set forth herein. No waivers, consent, modification or change of provisions to this Agreement shall be valid or binding upon the Parties except upon written amendment executed by all of the Parties.

7. EMPLOYMENT CONDITIONS

7.1. Nothing in this agreement provides for the transfer of personnel between the Parties. It is the intention of both Parties to preserve the working relationship between the Parties and their employees. It is expressly understood that the officers remain Police Department employees subject to all rights, privileges, and duties of police officers employed by the City.

8. INDEMNIFICATION

8.1. To the extent legally possible, GAPS and the CITY shall indemnify and hold harmless the other, its officers, agents, and employees from and against any and all claims, actions, liabilities, and costs, including costs of defense, arising out of or in any way related to any act or failure to act by the other Party and its employees, agents, officers, and contractors in connection with this agreement.

9. DISCRIMINATION

9.1. The Parties agree not to discriminate on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, gender identity or expression, age, source of income, veteran's status, or mental or physical disability in the performance of this Agreement or in employment by CITY or GAPS.

10. INSURANCE

- 10.1. Each Party shall obtain and at all times keep in effect adequate levels of liability insurance or self-insurance for liability arising out of the acts, omissions or negligence of the respective Party's officers, board members, employees and agents under this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the Oregon Constitution Article XI, Section 7.

11. COMPLIANCE WITH APPLICABLE LAW

- 11.1. The Parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to work performed under this Agreement.

12. FORCE MAJEURE

- 12.1. Neither the CITY nor GAPS shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

13. DISPUTE RESOLUTION

- 13.1. If a dispute arises between the Parties regarding breach of this Agreement or interpretation of any term of this Agreement, the Parties shall first attempt to resolve the dispute by informal negotiation, followed by mediation. In the absence of an agreement between the Parties, either Party may apply to the presiding judge of the Linn County Circuit Court for the appointment of suitable mediator(s) or arbitrator(s), and the persons so appointed shall establish the rules of procedure. If mediation is unsuccessful, the dispute shall be resolved through binding arbitration that shall take place in Linn County, and the prevailing Party shall be entitled to such reasonable attorney's fees and costs as may be awarded by the arbitrator.

14. ATTORNEYS' FEES

- 14.1. In the event a suit or action is commenced to enforce the terms of this Agreement, the prevailing Party shall recover, and the losing Party shall pay the prevailing Party court costs and reasonable attorney fees incurred in the suit or action. This provision specifically includes any court costs and attorneys' fees incurred by the Party prevailing on appeal.

15. ENTIRE AGREEMENT

- 15.1. This Agreement and all Exhibits referenced herein, if applicable, constitute the entire Agreement between the Parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

16. COURT OF JURISDICTION

16.1. The laws of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and other claims related to it. Venue for litigation shall be in the Circuit Courts in and for Linn County, Oregon.

17. SIGNATURES

17.1. Each Party, by signatures below of their authorized representatives, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the Parties have herewith executed their signatures.

ALBANY POLICE DEPARTMENT

Acknowledged by:

Marcia Harnden
Police Chief, City of Albany

Date

GREATER ALBANY SCHOOL DISTRICT

Acknowledged by:

Andy Gardner
Superintendent

Date

APPROVED AS TO FORM

Acknowledged by:

M. Sean Kidd
City Attorney

Date