

RESOLUTION NO. 2315

A RESOLUTION AUTHORIZING THE CITY MANAGER SIGN BETWEEN THE HILLSBORO SCHOOL DISTRICT 1J AND THE CITY OF HILLSBORO AND HILLSBORO POLICE DEPARTMENT FOR SCHOOL RESOURCE OFFICERS FOR 2009-2010

WHEREAS, the city of Hillsboro and the Hillsboro School District seek to continue to provide Hillsboro Police Officers/School Resource Officers in the schools to work with youth and increase safety; and

WHEREAS, the parties desire to work cooperatively to create an atmosphere of safety and security on school campuses and at school-sponsored activities; and

WHEREAS, the school resource officers will assist school administrators in facilitating a more coordinated effort in dealing with youth problems, school emergencies and potential threats; and

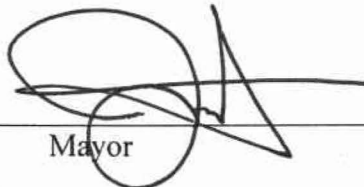
WHEREAS, the parties desire to continue cooperative efforts in providing a positive image of law enforcement offices for students

NOW, THEREFORE, THE CITY OF HILLSBORO RESOLVES AS FOLLOWS:

Section 1. The City Manager is hereby authorized to sign, on behalf of the City of Hillsboro, a memorandum of understanding between the City of Hillsboro and the Hillsboro School District 1J for services the agreement to be in a form substantially akin to that attached here as Exhibit 1.

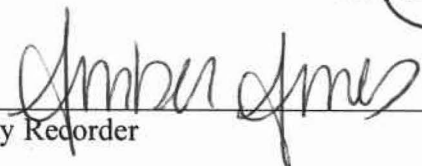
Section. 2. This resolution is effective immediately upon adoption.

Approved and adopted by the Hillsboro City Council at a regular meeting held on the 4th day of May 2010.



Mayor

ATTEST:



City Recorder

2009 – 2010
MEMORANDUM OF UNDERSTANDING:
Between Hillsboro School District 1J and
The City of Hillsboro Police Department for School Resource Officers

THIS AGREEMENT is made and entered into by and between the City of Hillsboro (City) and the Hillsboro School District 1J (District).

SECTION ONE:

WHEREAS, the City of Hillsboro and the District desire a cooperative effort in:

1. Providing a positive image of law enforcement and law enforcement officers for students;
2. Sharing educational resources for instructional programs dealing with law enforcement, health and safety, and drug and alcohol education;
3. Creating an atmosphere of safety and security on school campuses and at school-sponsored activities;
4. Facilitating a more coordinated effort in dealing with youth problems involving school, parents, police, and other community agencies;
5. Assisting school administrators with the District's prohibition of the traffic and use of illegal substances in the District's schools; and
6. Assisting school and District administrators with school emergencies and threats;
7. Assisting school administrators, as requested (upon mutual concurrence), in their work with troubled students in both criminal and non-criminal investigations.

WHEREAS, the City and the District desire to formalize such a cooperative effort by written agreement; and

WHEREAS, such contracts are authorized under ORS 190.010 et seq.;

SECTION TWO:

NOW, THEREFORE, it is mutually agreed as follows:

1. The City shall provide School Resource Officers (SROs).

2. The City will provide youth services to work with at risk youth Districtwide.
3. SROs/YSOs shall be regular, sworn police officers of the City.
4. The City and the District shall each name a contact person who will monitor the program. Each principal will designate a contact person for the school to facilitate communication.
5. SROs are employees of the City and subject to the rules and regulations of the City. Program philosophy and general job responsibilities will be mutually determined by the City and the District.
6. In cases when the SRO is absent due to court, illness, vacation, training, or other contracted leave of absence, 911 will be called on emergencies cases if other SROs are not available to respond.
7. It is the responsibility of the SRO to report schedule conflicts to the school and the District's contacts as identified in Paragraph 4 of this section as soon as possible.
8. To the extent allowed by law and subject to Paragraph 10 of this section, the City covenants and agrees to hold the District, its officers, employees, and/or agents harmless from all claims whatsoever that are made against the District, its officers, employees or agents, arising out of the City's improper or negligent performance of the duties required by the terms of this Memorandum of Understanding (MOU.)
9. To the extent allowed by law and subject to Paragraph 10 of this section, the District covenants and agrees to hold the City, it officers, employees, and/or agents harmless from all claims whatsoever that are made against the District, its officers, employees or agents, arising out of the District's improper or negligent performance of the duties required by the terms of this MOU.
10. The City and the District mutually covenant and agree that neither party will insure the actions of the other, and each party will assume its own responsibility in connection with any claims made by a third party against the City and/or the District.
11. This MOU shall be effective beginning July 1, 2009, through June 30, 2010. This MOU shall be renewable yearly, subject to negotiations, provided the party seeking to renew the MOU provides the other party with thirty- (30) days written notice.

12. The District will pay the City in the 2009-10 school year one payment of \$109,469 on April 15, 2010, for the equivalent of one SRO FTE. Any other expenses generated beyond the assigned workday (e.g., school dances, football games, etc.) by the SRO program will be billed to the District as they occur; the District will charge the individual schools for overtime expenses.
13. Either party may terminate this MOU by providing a thirty- (30) day notice of termination. The City shall refund any prorata portion of prepaid compensation which is not earned because of any termination.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by the duly authorized officers on the dates hereinafter written.

CITY OF HILLSBORO

HILLSBORO SCHOOL DISTRICT 1J

By: _____
Sarah Jo Chaplen, City Manager
City of Hillsboro

By: _____
Adam Stewart, Chief Financial Officer
Hillsboro School District 1J

Date: _____

Date: _____

Form of contract previously
approved by City Attorney.

Form of contract reviewed by
Attorney
Larry Brisbee in July 2002.
Revised MOU reviewed November
2005

Addendum: SRO Work Rules and Expectations