

INTERGOVERNMENTAL AGREEMENT
between
CITY OF NEWPORT POLICE DEPARTMENT
and
LINCOLN COUNTY SCHOOL DISTRICT

THIS AGREEMENT is made and entered into between LINCOLN COUNTY SCHOOL DISTRICT, hereinafter called DISTRICT and CITY OF NEWPORT, a municipal corporation of the State of Oregon, through the City Police Department, hereinafter called CITY. The parties mutually agree as follows:

1. DISTRICT requests and agrees to hire from CITY uniformed personnel and equipment sufficient to provide police services for an Officer to perform school resource duties at Newport area DISTRICT schools.
2. The term of this agreement shall be for the period commencing on September 1, 2016 and shall continue until June 30, 2019 unless terminated by either party. Either party may terminate this agreement by written notice to the other party at the address set forth in paragraph 4 below.
3. DISTRICT will pay to the CITY, 50% of the costs of a full-time School Resources Officer(SRO) for services, described in Attachment A – Scope of Work, not to exceed \$45,000 per year. The CITY will invoice the DISTRICT annually in April of each school year for 50% of the personnel costs related to the SRO position, and the DISTRICT shall remit payment by June 1 of each year during the length of this agreement.
3. For the purpose of this Agreement, any notice shall be given to the parties at the following addresses:

Lincoln County School District
459 SW Coast Highway
PO Box 1110
Newport, OR 97365

4. DISTRICT agrees to indemnify and hold harmless CITY, its officers, agents, and employees from and against any liability, damage, loss, expense or claim

resulting from DISTRICT'S sole negligence or conditions created solely by DISTRICT. Investigation, response and defense costs for any and all claims are included under this general indemnification provision.

- 5 CITY agrees to indemnify and hold harmless DISTRICT, its officers and employees from any and against any liability, damage, loss, expense or claim resulting from CITY'S sole negligence or conditions created solely by CITY. Investigation, response and defense costs for any and all claims are included under this general indemnification provision
6. For the purposes of this Agreement, CITY, its officers, agents and employees shall not be deemed to be employees of DISTRICT. Nothing in this Agreement shall be construed to create a partnership, agency, joint venture, or employer-employee relationship between the parties.
7. The rights and obligations of the parties under this Agreement are non-assignable, without the express mutual agreement of the parties.
8. This agreement shall be governed by and construed in accordance with the law of the State of Oregon.
9. The parties agree that they shall comply with all applicable federal, state and local laws, regulations and rules.
10. This Agreement constitutes the entire agreement between the parties and any provision may not be waived or modified except in writing, duly signed and executed by the parties.
11. CITY shall perform all services under this agreement in strict adherence to all laws, rules, policies, and regulations limiting the disclosure of documents, records, or information in connection with schools or educational institutions or facilities.

12. Any dispute in connection with the interpretation of enforcement of this agreement shall be adjudicated in the courts of the state of Oregon for LINCOLN County. The prevailing party shall be entitled to recover the party's attorney fees and costs, whether at trial or upon appeal.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the last date written below.

LINCOLN COUNTY SCHOOL DISTRICT



Steve Boynton, Superintendent / Date

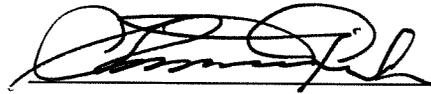
8-24-2016

CITY OF NEWPORT



Spencer Nebel, City Manager / Date

APPROVED AS TO FORM.



Steven E. Rich, City Attorney