

City of Oskaloosa, Iowa

Oskaloosa Community School District

School Resource Officer Chapter 28E Agreement

THIS AGREEMENT for a School Resource Officer is entered between the Oskaloosa Community School district ("School") and the City of Oskaloosa ("City").

WHEREAS, the Oskaloosa Community School District and the City have established a job assignment of School Resource Officer ("Officer") within the Oskaloosa Police Department whose primary responsibility would be for education, counseling, and enforcement efforts designed by the District and the Oskaloosa Police Department.

NOW, THEREFORE, BE IT REMEMBERED that in consideration of the mutual promises, covenants and consideration herein contained and for the benefits of the public, the School and City have entered into the following agreement pursuant to Chapter 28E of the Code of Iowa as set out herein:

I. PURPOSE:

The purpose of this Agreement is to provide education, counseling, and enforcement efforts by the Oskaloosa Police Department School Resource Officer within facilities operated by the Oskaloosa Community School District in the City of Oskaloosa, to provide for payments by the School to the City for these services and to assign responsibilities amongst the parties to this Agreement for the supervision and equipping of this officer. This Agreement is a voluntary undertaking of the parties. It is not the intent of the City or School to create a new legal entity by this Agreement.

II. DURATION:

1. This Agreement shall be approved by the respective governing bodies of the City and School. Said approval by the City shall be by resolution. Said resolution shall authorize the Mayor to execute this Agreement on the City's behalf. Upon approval by each party as provided herein, the Agreement shall be filed with the Secretary of State of Iowa as provided by Iowa Code Section 28E.8. The agreement will be in effect upon the completion of such filings.
2. This agreement shall remain in full force and effect until either party terminates the agreement by providing notice to the other party as set in section IV.

III. ADMINISTRATOR:

Pursuant to Iowa Code 28E.6, the Oskaloosa Police Chief shall be the administrator of this Agreement.

IV. SERVICES AND RESPONSIBILITIES:

1. The City will employ a police officer who will report to assigned schools within the City of Oskaloosa during the school year. The City will be responsible for supervision and oversight of the officer, as well as payment of salary, overtime, benefits, police liability coverage, and all operating and capital expenses incurred by the officer.
2. The officer's duties and hours of operation will generally be Monday-Friday, 8-hr days, and can be adjusted as needed to accommodate the School and the City. The officer's primary assignments include: school buildings, grounds and parking lots, as well as attendance at major school events, as determined by the Police Chief and School superintendent.
3. The School will provide the officer with an office, telephone, office supplies, and secretarial support.
4. This Agreement may be supplemented or amended by mutual agreement of the parties after approval by their respective governing bodies.
5. The City shall maintain records of the services provided under this contract including the hours and days worked, and investigative and general reports consistent with the policies of the Oskaloosa Police Department for investigations.

V. FINANCIAL AGREEMENT:

The School will be responsible for fifty percent (50%) of the costs of the officer, including salary, overtime, benefits, operating expenses, and capital expenses incurred by the City at the inception of the program. The City will bill the School annually for the School's share of these services and costs. Those bills shall be presented to the Oskaloosa School District Office for payment.

VI. CANCELLATION OF THE AGREEMENT:

This Agreement may be cancelled by either party with one hundred twenty (120) days written notice. All notices under this Agreement shall be in writing and are deemed as given when deposited in the United States Postal Office. Notices to the City shall be addressed to City Clerk, City of Oskaloosa, 220 South Market St., Oskaloosa Iowa 52577.

Notices to School shall be addressed to Superintendent of Schools, Oskaloosa Community School District, 1800 N 3rd St, Oskaloosa, IA 52577. If during the term of this Agreement either party shall change the address of the above contact persons, it shall notify the other of said new address.

3.

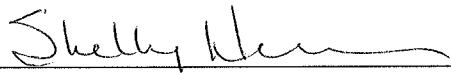
VII. INDEMNIFICATION:

Each party agrees to indemnify and to hold the other party, its elected officers, agents, employees and successors and assigns, harmless from and against all claims, demands, actions and/or cause of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the party, its successors and assigns, may incur or sustain a) by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein, or b) by reason of the torts of the indemnifying party.

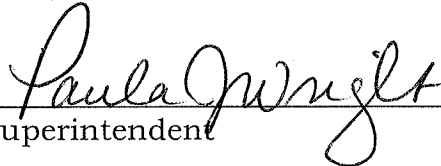
IN WITNESS WHEREOF, the Oskaloosa Community School District and the City of Oskaloosa, Iowa, have caused the Agreement to be signed by their duly authorized officers.

IN WITNESS WHEREOF, the Board of Directors of the Oskaloosa Community School District and the City of Oskaloosa, Iowa, have caused the Agreement to be signed by their duly authorized officers.

THE BOARD OF DIRECTORS OF THE OSKALOOSA COMMUNITY SCHOOL DISTRICT



President



Superintendent

Date: 11-12-19

Date: 11-12-19

CITY OF OSKALOOSA, IOWA

Mayor

City Clerk

Date: _____

Date: _____

