

AMENDMENT NO. 01
TO MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER

WHEREAS, Grant School District 3 and the City of John Day entered into that certain Memorandum of Understanding (the "MOU") for School Resource Officer dated January 17, 2019 (Exhibit A); and

WHEREAS, the term of the MOU expired the last week of school in June 2020; and

WHEREAS, Grant School District 3 and the City of John Day wish to extend the term of the MOU beyond the original agreement;

NOW THEREFORE, the parties hereby agree to amend the MOU as follows:

1. Period of Performance.

1.1 The period of performance for the MOU is extended from July 2020 through the last week of school in June 2021;

1.2 If neither party requests an alteration to this agreement, the period of performance will automatically extend to the 2021-2022 calendar year, extending through the last week of school in June 2022.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum to be effective for all purposes as of the signature date.

CITY:

City of John Day,
an Oregon municipal corporation

By: _____

Its: City Manager

Dated: _____

SCHOOL DISTRICT:

Grant School District #3,
an Oregon school district

By: _____

Its: Superintendent

Dated: _____

Exhibit A

MEMORANDUM OF UNDERSTANDING

School Resource Officer

This Memorandum of Understanding (this "Memorandum") is dated January 17, 2019, but made effective for all purposes as of the Effective Date (as defined below), between City of John Day ("City"), an Oregon municipal corporation, whose address is 450 E. Main Street, John Day, Oregon 97845, and Grant School District #3 ("School District"), an Oregon school district, whose address is 401 N. Canyon Boulevard, Canyon City, Oregon 97820. For purposes of this Memorandum, the term "party(ies)" means (individually and collectively) City and School District.

RECITALS:

A. Each party recognizes the need to provide a safe learning environment, protect students, promote stability within the community and foster positive relationships between youth and law enforcement officers by providing or making available certain public safety services within the School District, its facilities and associated student events.

B. Grant Union Jr./Sr. High School ("GUHS"), located at 911 S Canyon Blvd, John Day, OR 97845, is the only Jr./Sr. High School in John Day. The parties agree that a School Resource Officer (the "SRO") would be a beneficial asset for the School District and students attending GUHS.

C. The parties have identified certain resources to facilitate the placement of an SRO at GUHS for the 2018-2019 academic year. Parties anticipate continuing the placement of the SRO in future academic years if the program proves to be mutually beneficial and financially sustainable.

AGREEMENT:

NOW, THEREFORE, the parties hereby agree and understand as follows:

1. Period of performance.

1.1 The first year of the program will be considered a trial period and will follow the academic calendar for GUHS. The SRO will begin on August 27, 2018 (the "Effective Date") and conclude on or around June 5, 2019.

1.2 If neither party requests an alteration to this agreement, the period of performance will automatically extend to the 2019-2020 calendar year, beginning on or around the last week in August 2019 and extending through the last week of school in June 2020.

2. Party obligations.

2.1 City agrees to provide an SRO for GUHS who shall be a certified police officer in good standing employed by the City.

2.2 SRO services (the "services") shall include: a) An SRO physically present at GUHS during the morning drop-off period prior to school starting, at open-campus lunch periods, and at the conclusion of school as students are leaving the campus; b) Attending at-home athletic

events held during the school year; c) Attending other events and large student gatherings as requested by School District.

2.4 City shall respond to all other requests for service as prescribed in School District policies, John Day Police Department Policy Manual and Oregon Revised Statutes, as applicable.

2.5 School District shall pay City the sum of \$45,000 per academic year for the SRO services. City shall invoice School District on a monthly basis with invoices of \$5,000 per month beginning September 30 and ending May 30.

3. Coordination. In addition to any other party obligation contained in this Memorandum, in the spirit of cooperation and collaboration, and with the mutual understanding that this is a flexible working agreement among the parties, the parties hereby commit to undertake the following actions: (a) Support concerted, cooperative, effective, and collaborative work to perform and complete those obligations described in Section 2 of this Memorandum; (b) Provide timely review and constructive comment concerning SRO performance to the John Day City Manager or to City Manager and SRO together; and (c) Identify solutions and opportunities to improve SRO services.

4. Compliance with Laws; Expenses. Each party will perform its obligations under this Memorandum in compliance with all applicable federal, state, and local laws, rules, regulations, codes, and ordinances, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated (individually and collectively, the "Law(s)"). Except as otherwise expressly provided in this Memorandum, each party will bear the party's own expenses incurred in connection with the performance of the party's obligations under this Memorandum.

5. Term; Miscellaneous. The term of this Memorandum commenced on the Effective Date and will remain in full force and effect until terminated as provided in this Memorandum. This Memorandum may be terminated at any time by the mutual written agreement of the parties or by any party upon thirty (30) days' prior written notice to all other parties. Each party acts independently in the performance of its obligations under this Memorandum and no party is an agent of the other. This Memorandum contains the entire agreement and understanding between the parties with respect to the subject matter of this Memorandum and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements. Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.


IN WITNESS WHEREOF, the undersigned have caused this Memorandum to be effective for all purposes as of the Effective Date.

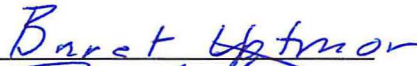

CITY:

City of John Day,
an Oregon municipal corporation

SCHOOL DISTRICT:

Grant School District #3,
an Oregon school district

By: 
Its: City Manager
Dated: 09/10/2019

By: 
Its: 
Dated: 10/19