

AN ORDINANCE BY THE CITY OF MORGANTOWN AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MORGANTOWN AND THE MONONGALIA COUNTY BOARD OF EDUCATION, AS THE SAME APPLIES TO A PREVENTION RESOURCES OFFICER IN THE MONONGALIA COUNTY SCHOOL SYSTEM AT MORGANTOWN HIGH SCHOOL.

The City of Morgantown hereby ordains that its City Manager is authorized to execute the Agreement hereto attached, by and on behalf of the City of Morgantown.

This Ordinance shall be effective upon date of adoption.

FIRST READING:

MAYOR

ADOPTED:

FILED:

CITY CLERK

RECORDED:

AGREEMENT

This Agreement, made and entered into this ____ day of ____ 2013 by and between the City of Morgantown, West Virginia (hereinafter referred to as "City") and the Monongalia County Board of Education, West Virginia (hereinafter referred to as "Board").

WITNESSETH:

WHEREAS, the Board has established a Prevention Resources Officer Program (hereinafter referred to as "PRO Program"); and

WHEREAS, the Board agrees that the City have one police officer serve as a Prevention Resources Officer in the Monongalia County School System, Morgantown High School; and

WHEREAS, the City and the Board understand that the program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which give rise to delinquency; and

WHEREAS, the City and the Board realize, the PRO Program is a great benefit to school administration, students and the community as a whole.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1: DUTIES AND RESPONSIBILITIES OF CITY

- 1.01 The City will provide one (1) police officer assigned as a Prevention Resource Officer, (hereinafter referred to as "PRO") to the Board for assignment at Morgantown High School.
- 1.02 The PRO will abide by County School Board Policies and Laws, as they relate to School Prevention Resource Officer. The PRO will consult and coordinate instructional activities through the principal. Activities conducted by the PRO, which are part of the regular instruction program of the school, will be under the direction of the principal. The Board will approve the content of education programs and instructional materials used by the PRO.
- 1.03 The PRO will provide to students' instruction in various aspects of law enforcement, public safety, and education as requested and supervised by teachers.
- 1.04 City will be responsible for the control and direction of all aspects of employment of the police officer assigned to the PRO Programs.
- 1.05 City will ensure that the exercise of the law enforcement powers by the PRO is in compliance with the authority granted by law.

- 1.06 City will hold harmless the Board for any injuries suffered by PRO arising under their employment with the PRO Program.
- 1.07 The PRO will not function as a school disciplinarian or safety officer. It is not the responsibility of the PRO to intervene with the normal disciplinary procedures in the school the PRO will perform duties to the following:
- A. To perform law enforcement functions within the school setting.
 - B. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
 - C. To foster a better understanding of the law enforcement function.
 - D. To develop a better appreciation of citizens' rights, obligation and responsibilities.
 - E. To provide information about crime prevention.
 - F. To provide assistance and support for crime victims identified with the school setting.
 - G. To promote positive relations between the students and the law enforcement officer.
 - H. To enhance knowledge of the fundamental concepts and structure of the law.
 - I. To be familiar with confidentiality requirements.
 - J. Any records generated by the officer as part of his/her "PRO Program" duties shall be considered as a school record subject to Family Educational Rights and Privacy Act (34 CFR 99.30 and 99.31).
- 1.08 The PRO will be on duty at the school during regular school hours when students are required to attend and when the required PRO Training Programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.
- 1.09 The PRO will not be required to attend extracurricular activities, which are held beyond his/her regular workday nor require the PRO to leave his/her jurisdiction, but the PRO will have the option if they choose to do so.

SECTION 2: DUTIES AND RESPONSIBILITIES OF THE BOARD

- 2.01 The Principal at Morgantown High School will be the on-site contact person for the PRO. The Superintendent of the Board will designate the Prevention Resource Office Coordinator to serve as the county liaison for the program.

- 2.02 A performance review will be performed at the end of the school year by the Principal and submitted in writing to the Police Chief.
- 2.03 The Board will furnish the City funds in the total sum of \$45,111.00 to offset the cost of salary and related benefits for the employee of the City, who will provide the contracted service and act as PRO to the schools pursuant to the terms hereinafter expressed.

SECTION 3: TERMS OF AGREEMENT

- 3.01 This Agreement will be made of a 12 month term beginning the 1st day of July 2013 through the 30th day of June 2014.
- 3.02 This Agreement will continue in effect until the duration of the term as described in paragraph 3.01 or until terminated by either of the parties in accordance with the term listed in section four (4) below.

SECTION 4: TERMINATION

- 4.01 Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 5: INVALID PERSON

- 5.01 Should any part of this Agreement be declared invalid by a court of law, such decision will not affect as if the invalid portion was never a part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

SECTION 6: INDEMNIFICATION

- 6.01 The Board agrees to indemnify and hold harmless the City for any liability whatsoever arising out of negligent acts of the Boards' employees or agents in direction of the PRO in the performance of their instructional programs. The City agrees to indemnify and hold harmless the Board of any liability whatsoever arising to employment as defined by City Ordinances and West Virginia State Law. Nothing in this Agreement will affect any rights, privileges or immunities the City or Board may have.

SECTION 7: ASSIGNMENT

- 7.01 No Party of the Agreement will, neither directly nor indirectly, assign nor purport to assign this Agreement or any of its rights or obligations in whole or in partly to any third party without the prior written consent of the other party.

SECTION 8: NO WAIVER

8.01 The failure of either party to enforce at any time of the provision, rights, or elections or in any way effect the validity of the Agreement. The failure to exercise by either party in any of its rights herein contained will not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9: COMPLETE AGREEMENT

9.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understanding of the parties, whether written or oral, concerning the subject matter hereof.

SECTION 10: CHOICE OF LAW

10.01 This Agreement will be governed by and interpreted according to the laws of the State of West Virginia. It will be binding upon and insure to the benefit of the successors of the City and the Board.

SECTION 11: NOTICES

11.01 All notices or other communications required or permitted by the Agreement will be in writing and deemed effectively delivered upon mailing by certified mail, return receipt requested, or delivered personally to the following persons and addresses unless otherwise specified herein:

Jeff Mikorski, City Manager
City of Morgantown, WV

Date

Dr. Frank Devono, Superintendent
Monongalia County Board of Education

Date