

**MEMORANDUM OF UNDERSTANDING BETWEEN
LINCOLN COUNTY SCHOOL DISTRICT AND CITY OF NEWPORT
for the purpose of providing canine drug detection sweeps at schools**

THIS MEMORANDUM OF UNDERSTANDING (MOU), is made this 6th day of December, 2019 by and between the Lincoln County School District (hereinafter the "District"), an Oregon School District, and the City of Newport, through its Police Department (hereinafter the "Law Enforcement"), and sets forth understandings and procedures with regard to requesting the assistance of a Law Enforcement Canine Unit. This MOU is established pursuant to City Policy.

The Law Enforcement Canine Program was established to augment police services to the community. Law Enforcement is cognizant of the mutual benefits of offering the resources of its canine team(s) to other agencies and local communities.

ASSISTING OTHER AGENCIES

The Law Enforcement Shift Supervisor or the Canine Unit Coordinator must approve all requests for canine assistance from outside agencies, subject to the following provisions:

- (a) Law Enforcement Canine Teams shall not perform any assignment that is not consistent with Law Enforcement or City policy;
- (b) Upon arrival at the scene, the canine handler has the ultimate decision as to whether or not the canine is to be used for a specific assignment;
- (c) Canine Teams shall not be called out while off duty unless authorized by the Shift Supervisor or the Canine Unit Coordinator.
- (d) Canine Teams shall not be used outside the boundaries of the City except for visits to schools in Newport, Toledo, Waldport, and Lincoln City unless authorized by the Shift Supervisor or the Canine Unit Coordinator.

SCHOOL DRUG SWEEPS

At the invitation and request of District, Law Enforcement will conduct scheduled Canine sweeps at the District's secondary schools (middle & high schools) when authorized by the District Superintendent and as Law Enforcement schedules permit. After authorization by the District Superintendent, District Administrators or the District Safety Coordinator may assist with scheduling and/or coordinating the sweeps. The Canine Team may also make a presentation at a school-conducted assembly for each of the schools scheduled to be swept.

The sweeps may consist of a random selection of lockers, common areas, classrooms, locker rooms, school grounds, parking lots, and vehicles. The canine will not be used to search a person, nor will it be used to

sweep the personal property of school staff. If the canine alerts to the presence of drugs during the sweep, the Canine Handler will advise the accompanying District representative.

The District Policy JFG-AR(1) states that school authorities may conduct searches and seize any illegal material. The District may use trained dogs to assist in identifying areas to conduct sweeps. The District may then submit the seized items to law enforcement for legal disposition.

Law Enforcement will not conduct any related physical search. If the school conducts a search, they will be acting as their own agent and not an agent of, or under the direction of Law Enforcement.

The sweeps shall be scheduled in advance with dates agreeable to both Law Enforcement and District. A District representative will work together with the Law Enforcement Canine Handler to schedule the sweep dates. These dates will be approved by the Law Enforcement Canine Unit Coordinator. The coordination of the sweep will be the responsibility of the District.

USE OF DRUG DETECTION CANINES

Law Enforcement policy states that a drug detection trained canine may be used in accordance with current case law under the following circumstances:

- (a) To assist in the search for controlled substances during a search warrant service;
- (b) To obtain a search warrant by using the detection canine in support of probable cause;
- (c) To search vehicles, buildings, bags, and any other articles deemed necessary;
- (d) A drug detection canine will not be used to search a person for controlled substances

This MOU becomes effective upon approval of both parties, and remains in effect until cancelled in writing by either party. This MOU may be reviewed, changed, or modified periodically. This MOU shall not be used to obligate funds. This MOU is not a guarantee for assistance or services. Nothing in this Agreement shall be construed as imputing liability on any agency based solely on participation in this agreement. Both parties agree that the procedures in this MOU are not mandatory in their application, but are a recommended and preferred approach to handling requests. Law Enforcement retains the authority to determine whether these recommendations are appropriate on a case-by-case basis.

LINCOLN COUNTY SCHOOL DISTRICT

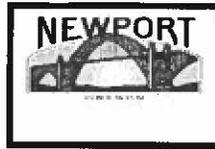
By: K Gray Date: 1/21/20
(signature)

Dr. Karen Gray, Superintendent

CITY OF NEWPORT

By: [Signature] Date: 1/24/20
(signature)

Spencer Nebel, City Manager



AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: LCSD Canine Drug Sweeps Date: 1-21-2020

Statement of Purpose: MOU Between City + LCSD for Canine Drug Detection Sweeps

Department Head Signature: Gunn Muelly

Remarks, if any: _____

City Attorney Review and Signature: Previously Approved Date: _____

Other Signatures as Requested by the City Attorney: _____

Signature _____ Name/Position _____ Date: _____

Budget Confirmed: Yes No N/A

Certificate of Insurance Attached: Yes No N/A

City Council Approval Needed: Yes No Date: Approved by Council on 1-6-20

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 01-24-20

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 1/27/2020

Date posted on website: 1/30/20