CityofRedmond
WASHINGTON

AM No. 12-055 (C9)

MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: April 3, 2012

SUBJECT: **APPROVAL OF CONTINUED AGREEMENT WITH LAKE WASHINGTON SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER PROGRAM**

I. RECOMMENDED ACTION:

Accept funding from the Lake Washington School District to renew the School Resource Officer agreement with the Lake Washington School District and the City of Redmond. This is a continuation of the service the Redmond Police Department currently provides to the Lake Washington School District. This topic was presented at the March 27, 2011, Public Safety Committee meeting.

II. DEPARTMENT CONTACT PERSON:

Ron Gibson, Chief of Police	425.556.2528
Terry Morgan, Operations Commander	425.556.2523

III. DESCRIPTION:

The City of Redmond provides School Resource Officer services to the Lake Washington School District. This includes three regularly employed police officers assigned to the following areas of coverage; one at Redmond High School, one at Redmond Junior High School, and one at Rose Hill Junior High School. The School Resource Officers will act as a law enforcement resource, maintain the peace on school district property, provide law enforcement counseling as requested and mutually agreed upon, as well as support services as identified in the agreement. The City of Redmond and School Resource Officers will also provide support services as identified in the agreement. This renewal is from September 1, 2011, through July 1, 2012.

IV. FISCAL IMPACT:

The agreement renewal covers School Resource Officer services for Lake Washington School District for a sum of $40,000.

V. ALTERNATIVES:

A. Approve as proposed.

B. Do not approve receipt of the renewed agreement and terminate School Resource Officer services provided to the Lake Washington School District.

C. Provide School Resource Officer services without requiring a fiscal contribution from the Lake Washington School District.

VI. ATTACHMENT:

A. Agreement – School Resource Officer Program

Ron Gibson, Chief of Police

3-23-12
Date

Approved for Council Agenda:

John Marchione, Mayor

3/23/12
Date

SCHOOL RESOURCE OFFICER

This Agreement is made and entered into this 3rd day of April, 2012 by Lake Washington School District (referred herein as "District"), and the City of Redmond (referred to herein as "City"), for the purpose of establishing a School Resource Officer (referred to herein as "SRO") program in the public school system in the City of Redmond. In consideration of the terms and conditions set forth herein, the parties agree as follows:

ARTICLE I

PURPOSE. The purpose of this agreement is for the City of Redmond to provide contract services in the form of SRO's to the District. The services provided include law enforcement and related services as described in this agreement.

ARTICLE II

OBLIGATION OF THE CITY. The City shall provide an SRO police officer as follows:

(A) Provision of an SRO. The City shall assign three (3) regularly employed officers to the following areas of coverage; one at Redmond High School, one at Redmond Junior High School, and one at Rose Hill Junior High School.

Although generally assigned to the above named high school and junior high schools, the SRO's may provide coverage to the nearby schools and areas surrounding the principle campuses identified. The services provided by the SRO are in addition to normal police services already provided by the City.

(B) Selection of an SRO. The Chief of Police, with input from the District, shall choose the SRO to be assigned on the basis of the following minimum criteria:

(1) The SRO must have the ability to deal effectively with a diverse student population.

(2) The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such a nature so that a positive image of the police agency is reflected. The SRO should sincerely want to work with staff and students of the particular school(s) in which the SRO is assigned.

(3) The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education background, background experience, interest level, and communication skills of the SRO must be of a high caliber so that the SRO can effectively and accurately provide resource teaching services.

(4) The SRO must have the desire and ability to work cooperatively with the principal and other building administrative staff and employees.

(5) The SRO must be a state certified law enforcement officer.

(C) Regular School Duty. The SRO shall be available for regular school duty on a full-time basis of eight (8) hours on those days and during those hours that school is in session. This assignment does not prohibit the SRO from participating in emergency response in the City or to fulfill training requirements as determined to exist by the Chief of Police or designee. The SRO must be available on a first call basis and/or for other needs as determined by the Chief of Police.

(D) Duties of a SRO. While on duty, the SRO shall perform the following duties:

(1) Speak to classes on the law and/or invite guest speakers to speak on subjects such as search and seizure, criminal law, motor vehicle law, and other topics mutually agreed to by the Chief of Police or designee and principal or designee.

(2) Act as a resource person in the area of law enforcement.

(3) Conduct criminal investigations of violations of the law on school district property or property immediately surrounding the school district property as assigned by the Police Department.

(4) Provide law enforcement input into school based security, including teaching of school district security personnel. Review security systems with appropriate Lake Washington School District staff.

(5) Maintain the peace on school district property.

(6) Make arrests, issue citations and make referrals of criminal law violators.

(7) Provide police counseling to students when requested by the principal or designee and student and mutually agreed to by all parties. Make referrals as appropriate.

(8) Secure, handle, and preserve evidence.

(9) Recover school district property through working with other police agencies.

(10) Make referrals to social agencies as appropriate.

(11) Wear official police uniform which shall be provided at the expense of the City, however, civilian attire may be worn on such occasions as may be mutually agreed upon by the principal and police command.

(12) Perform such other duties as mutually agreed upon by the principal and Chief of Police or designee, so long as the performance of such duties are legitimately and reasonably related to the SRO program as described in this agreement, and so long as such duties are consistent with state and federal law and the policies and procedures of the Police Department and the Lake Washington School District.

(13) Follow and conform to all school district policies and procedures that do not conflict with policies and procedures of the Police Department.

(14) Follow all state and federal laws.

(15) Maintain a "quarterly activities report" or such other report regarding SRO activities as may be required by the District and the City.

(16) Coordinate with other Police Department Youth Service Providers (Police Partners, Community Resources, etc.) to ensure consistence and continuity of all services.

(17) Attend all Police Department mandated training as required to maintain law enforcement qualifications and certifications.

(E) Support Services to be Provided by Police Department. The Police Department and the SRO will supply the following services:

(1) Provide information on all offense reports taken by the SRO to the school principal or designee, upon request, as the law may allow.

(2) To receive and dispatch via telephone, cellular phone, Blackberry or similar device, Mobile Data Terminal, walk-in, radio, district radio frequency, and/or pager.

(3) Maintain and file uniform crime reporting (UCR) records according to law.

(4) Process all police reports in a timely manner and share information as appropriate with Lake Washington School District and Redmond Police Department personnel.

(5) Provide coordination, development, implementation, and evaluation of security programs in the school(s) assigned.

(6) Provide each SRO with a patrol automobile as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this agreement shall be borne by the City.

(7) Maintain copies of reports generated by officers in compliance with state and federal law.

(8) Coordinate with school administrators, staff, law enforcement agencies, and the courts to promote order on the school campuses.

(9) Make presentations to civic groups when approved by the SRO's supervisor.

(10) Maintain criminal justice standards as required by law.

(11) Coordinate and participate with the school safety committee.

(12) Coordinate crime prevention activities at the assigned school locations.

(13) Provide computer hardware.

ARTICLE III

The parties agree the responsibility for an administration of student discipline shall be the duty of the District.

ARTICLE IV

The SRO shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline, and dismissal of its personnel.

ARTICLE V

In consideration of the services provided herein, the District shall pay an annual sum of $40,000.00 to the City of Redmond. On or before January 1, 2012 and on or before July 1, 2012, the City of Redmond will bill the Lake Washington School District $20,000. No other consideration will be required during the term of this agreement for in-school services called for herein.

ARTICLE VI

The parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties in questions will be resolved by negotiations between the Superintendent/designee of the District and the Chief of Police or designee. The designated representatives will meet at least annually, or as needed, to resolve potential conflicts.

ARTICLE VII

Changes in the terms of this agreement may be accomplished only by formal amendment in writing approved by the City and the District.

ARTICLE VIII

To dismiss an SRO from the duties described in this agreement, the Superintendent or designee shall communicate in writing to the City a request to change the SRO. The District will outline reasons for the requested change. Absent agreement by the parties to resolve a change in the SRO, the SRO shall be replaced as soon as possible dependent on the training needs and availability of a replacement.

ARTICLE IX

The term of this agreement shall commence retroactively to September 1, 2011 and end July 1, 2012. The District shall receive the SRO services described in Article II for the full term of this agreement.

ARTICLE X

Notwithstanding this agreement, the District shall receive all normal police services and all neighborhood resource officer services in addition to the services described in this agreement.

ARTICLE XI

The District shall provide the SRO, in each school to which the SRO is assigned, the following materials and facilities necessary to perform the duties by the SRO, enumerated herein:

(1) Access to a locked, private office which is properly lighted, with a dedicated telephone to be used for general business purposes.

(2) Location for files and records which can be properly locked and secured.

(3) A desk with drawers, a chair, working table, filing cabinet, and necessary office supplies.

ARTICLE XII

The City and District will collaborate on identifying and accessing funding sources for the SRO program that include, but are not limited to, state and federal grants.

ARTICLE XIII

INDEMNIFICATION. The City shall indemnify and hold harmless the School District and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act of omission of the City, its officers, agents and employees, or any of them, in the performance of this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the School District, the City shall defend the same at its sole cost and expense; provided, that the School District reserves the right to participate in such suit if any principle of government or public laws is at issue. If final judgment be rendered against the School District and its officers, agents and employees, or any of them, or jointly against the School District and the City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

In executing this Agreement, the City does not assume liability or responsibility for or in any way release the school District from any liability or responsibility which arises in whole or in part from the existence or effect of School District policies, procedures, rules or regulations. If any cause, claim suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such School District policy, procedure, rule or regulation is principally at issue, the School District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the School District, the City or both, the School District shall satisfy the same, including all chargeable costs and attorney's fees.

The School District shall indemnify and hold harmless the City and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the District, its officers, agents and employees, any of them, in the performance of this Agreement. In the event that any suit based on such a claim, action, loss or damage is brought against the City, the School District shall defend the same at the sole costs and expense; provided that the City retains the right to participate in said suit if any principle of government law is at issue; and if final judgment be rendered against the City and the School District and their perspective officers, agents and employees, or any of them, the School District shall satisfy the same.

ARTICLE XIV

TERMINATION. This agreement may be terminated by either party upon thirty (30) days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this agreement through no fault of the party initiating termination. In the event this agreement is terminated, compensation will be made to the City for all services performed to the date of termination. The district will be entitled to a prorated refund in accordance with the formula contained in Article IX for each day that the SRO services are not provided because of termination of this agreement.

Barbara Posthumus Coordinator of Business Services Lake Washington School District 425.936-1200	John Marchione Mayor City of Redmond, Washington 425.556.2101
Date	Date