

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Authorize the City Manager to execute the School Resource Officer Interlocal Agreement with the Shoreline School District
DEPARTMENT: Police
PRESENTED BY: Chief Tony Burt

PROBLEM/ISSUE STATEMENT:

The School Resource Officer (SRO) Program involves the assignment of a select group of off-duty Shoreline Police Officers to the campuses of Shoreline School District's elementary and middle schools, with a full-time officer serving the high schools. This program has been in operation since 2001, and the attached agreement is for a renewal of the program for 2004 to 2006. Each officer will work with the individual school to identify the specific needs of the students in the area of violence and substance abuse. Officers will be screened and trained for the program.

The high school program involves a dedicated full-time police officer, selected by the School District, to work equally between the two high schools. The officer will have specialized SRO training.

Assigned officers will provide the following:

- Training for school staff on topics such as youth gangs, violence intervention, drug identification and intervention.
- Officers will assist in classroom instruction, with prior agreement of the school and teacher(s), by discussing topics such as substance abuse prevention, criminal and constitutional law, refusal skills, firearms awareness and safety, internet crimes, and personal safety.
- Officers will provide training opportunities for parents on topics such as emerging youth issues related to violence, substance abuse, and the criminal justice system.
- Officers will assist staff with issues involving truancy, child abuse, suicide and violence – provide site security and law enforcement services as needed in conjunction with current school district security officers.
- Officers will foster a one-on-one relationship of trust and guidance with the students to enable them to develop healthy and safe lifestyles and patterns.

The overall goal of the interlocal agreement between the City of Shoreline Police Department and Shoreline School District is to provide a SRO to the school district at a shared expense.

The agreement begins upon execution by both parties and will continue in force until December 31, 2006. Subsequently, the agreement may be terminated by (60) days written notice by either party to one another.

FINANCIAL IMPACT:

The elementary and middle school estimated program cost for the calendar year of 2004 is \$55,000 representing 954 hours at the average overtime rate for selected officers at their current overtime rates as listed in Exhibit B.

The City and District shall jointly fund the program with each contributing one-half the program cost after application of any grant funding from the Washington State Department of Community, Trade, and Economic Development (CTED) designated for the purpose of the SRO program.

For calendar year 2004, the District agrees to pay the City of Shoreline one-half the hourly charge specified in Exhibit B for assigned officers to the elementary and middle school SRO program. Rates for Exhibit B will be updated annually. For calendar year 2004 and later years, the District agrees to pay one-half the then current hourly charge specified in Exhibit B for assigned officers, reduced by the CTED funding received by the City designated for the SRO program for that calendar year divided by the annual program hours.

All SRO program hours shall be at the request and discretion of the District. Projected cost for this program for 2004 through 2006 is included in Exhibit B.

The estimated 2004 annual cost of the high school program is \$119,410. The City and the District will contribute one-half of the program cost. The cost of the high school program will be updated annually. The projected cost for this program for 2004 through 2006 is included in Exhibit B.

The City will bill the District quarterly for the SRO program and will detail the officers hours worked. Payments are due within 30 days after receipt of the invoice by the City.

The program has been approved in the city's 2004 budget.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the School Resource Officer Interlocal Agreement.

Approved By: City Manager  City Attorney N/A

ATTACHMENTS

Attachment A, Joint Cooperative Agreement between the City of Shoreline and Shoreline District #412 relating to Law Enforcement Services

**Joint Cooperative Agreement between
City of Shoreline and Shoreline District #412
Relating to Law Enforcement Services**

This is a Joint Cooperative Agreement between City of Shoreline, a political subdivision of the State of Washington, hereinafter referred to as the "City", and Shoreline District #412, hereinafter referred to as the "District".

WHEREAS the District desires to provide security and law enforcement services for its students and staff, and;

WHEREAS the City has the resources to provide such security and law enforcement services:

NOW THEREFORE, the City and District hereby agree:

1. CITY RESPONSIBILITIES. The City will provide the following services within the District limits:
 - 1.1 Security Services. The City will provide as a supplementary service, a full-time officer; and part-time, off-duty, commissioned patrol officers dedicated to the security needs of the School District and referred to as School Resource Officers (SROs). The SRO will provide law enforcement and security information and services to the District, as detailed in Exhibit A to this document, incorporated herein.
 - 1.2 Support Services. Support services include legal advisor, planning and statistics, training, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations, and precinct support to the SRO.
2. ORGANIZATIONAL DETAIL/MANAGEMENT STRUCTURE
 - 2.1 The City will provide the services identified in Section 1 through the organization of this section.
 - 2.2 Liaison will be provided through the Shoreline Chief of Police and the Superintendent's designee on a quarterly basis or as needed. The Program will be reviewed annually, in January of each year, to determine funding, the desired level of service or service changes for the following school year. Disputes will be referred to the Chief of Police and the Associate Superintendent for resolution. If successful resolution is not reached the matter will be referred to the City Manager and the Superintendent. The Shoreline Police Department will handle all day-to-day operational concerns identified by the District officials and staff and SROs will handle unique and non-emergency concerns identified by the District.

- 2.3 The assigned officers shall be agreed to by the District, and the continued assignment of the officer will be subject to satisfactory performance, as determined by the City in consultation with the District.
 - 2.4 In accordance with state law, the Shoreline Police and/or the SRO will notify the District in the event of a significant criminal occurrence on District property, involving students or involving District property;
 - 2.5 In accordance with state law, the SRO will report to the principal or designee as needed, criminal and traffic activity, and on law enforcement services provided.
 - 2.6 In accordance with state and federal law, the District will notify the Shoreline Police and/or the SRO of any significant criminal occurrence on District property and will cooperate with any investigation.
3. PERSONNEL AND PROGRAM RESOURCES.
- 3.1 The City has contracted with King County for its police service. This contract allows the City to determine services in consultation with the King County Sheriff. The City and King County are acting hereunder as independent contractors so that:
 - 3.1.1 Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the City and County pursuant to their interlocal agreement;
 - 3.2 All persons rendering service hereunder shall be for all purposes employees of the County;
 - 3.3 All liabilities for salaries, wages and other compensation, injury, or sickness arising from performance of the law enforcement services by the City hereunder shall be that of the County pursuant to the City/County interlocal agreement.
 - 3.4 The City shall furnish all personnel and such resources and material deemed by the City as necessary to provide the level of law enforcement service herein described.
 - 3.5 The District will provide reasonable office space as needed for the services described herein.
 - 3.6 In support of the City providing the services described above, the District promises to supply at its own cost and expense any special supplies, stationery, notices, forms and like where such must be issued in the name of the District.

4. COMPENSATION

- 4.1 The elementary and middle school estimated program cost for the calendar year of 2004 is \$55,000 representing 954 hours at the average overtime rate for selected officers at their current overtime rates as listed in Exhibit B. The City and District shall jointly fund the program with each contributing one-half the program cost after application of any grant funding from the Washington State Department of Community, Trade and Economic Development (CTED) designated for the purpose of the SRO program received by the City. For calendar year 2004, the District agrees to pay the City of Shoreline one-half the hourly charge specified in Exhibit B for assigned officers to the elementary and middle school SRO program. Rates of Exhibit B will be updated annually. For calendar year 2004 and later years the District agrees to pay one-half the then current hourly charge specified in Exhibit B for assigned officers, reduced by CTED funding received by the City designated for the SRO program for that calendar year divided by the annual program hours. All SRO program hours shall be at the request and discretion of the District. Projected cost for this program for 2004 through 2006 is included in Exhibit B.
- 4.2 The estimated 2004 annual cost of the high school program is \$119,410. The City and the District will contribute one-half of the program cost. The cost of the high school program will be updated annually. The projected cost for this program for 2004 through 2006 is included in Exhibit B.
- 4.3 Billing. The City will bill the District quarterly for the SRO program and will detail the officer hours worked. Payments are due within 30 days after receipt of the invoice by the City.
5. DURATION. This agreement begins upon execution by both parties and will continue in force until December 31, 2006. Subsequently, the agreement may be terminated by (60) days written notice by either party to one another.
6. INDEMNIFICATION.
- 6.1 The City shall indemnify and hold harmless the 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 or omission of the City or King County, their 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 District, the City shall defend the same at its sole cost and expense; provided, that the District reserves the right to participate in such suit if any principle of governmental or public laws is at

issue. If final judgment be rendered against the District and its officers, agents and employee, or any of them, or jointly against the District and the City of King County or their respective officers, agents and employees, or any of them, the City shall satisfy the same.

6.2 In executing this agreement, the City does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of 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 District policy, procedure, rule or regulation is principally at issue, the District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the District, the City, and/or the County, the District shall satisfy the same, including all chargeable costs and attorney's fees.

6.3 The District shall indemnify and hold harmless the City and King County 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 or any of them, relating to or arising out of 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 or County, the District shall defend the same at its sole costs and expense; provided that the City or County retains the right to participate in said suit if any principle of governmental law is at issue; and if final judgment be rendered against the City and/or County and the District and their respective officers, agents and employees, or any of them, the District shall satisfy the same.

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

7. **NON-DISCRIMINATION.** In all hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment,

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

8. **AUDITS INSPECTIONS.** The records and documents with respect to all matters covered by this contract shall be subject to inspection, review or audit by the City or District during the term of this contract and for three (3) years after termination.
9. **CONFIDENTIALITY.** Both the School District and the County are governed by laws requiring confidentiality for certain records and the information contained therein. Both parties agree that its employees, officers, and agents shall maintain confidentiality of all information provided by the other to the extent required by law. Pursuant to the terms of the Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g and the regulations promulgated thereunder, County personnel providing security services to the School District may be provided access to student records in the course of their duties and will be expected to maintain the confidentiality of such information except as disclosure is permitted by law. For the purposes of the foregoing statute, the County shall be recognized as an official law enforcement unit of the School District.
10. **RECORD CHECK.** Pursuant to RCW 28A.400.303, the City shall require a record check through the Washington state patrol criminal identification system under RCW 43.43.830 through 43.43.834, 10.97.050 and through the federal bureau of investigation before hiring any employee who will have regularly scheduled unsupervised access to children in the School District's schools. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. The City shall provide a copy of the record report to the applicant. When necessary, applicants may be employed on a conditional basis pending completion of the investigation. If the applicant has had a record check within the previous two years, the City may waive the requirement. All County Sheriff's deputies have completed thorough background investigations, pursuant to the above-mentioned requirements, prior to employment with King County Sheriff's Office.
11. **CRIMES AGAINST CHILDREN.** Pursuant to RCW 28A.400.330, as now or hereafter amended, the City shall prohibit any employee of the City from working at a public school who has contact with children at a public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect or a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW

where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the School District immediately terminating the Agreement.

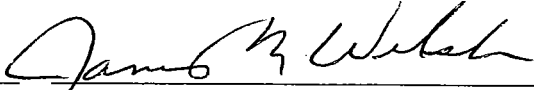
12. ENTIRE AGREEMENT. The parties that this Agreement is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Either party may request changes in the Agreement. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendment or addendum to this Agreement.
13. ASSIGNMENT. Each of the parties stipulates that this is a contract for personal services and accordingly no right or duty under this Agreement may be assigned by either party without the express written consent of the other party.
14. WAIVER. Failure by either party to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict compliance and performance of that or any other provision of this Agreement at any time thereafter.
15. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining revisions shall continue to be valid and binding upon the city and the District, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties have executed this agreement.

City of Shoreline

Shoreline School District #412

Steven C. Burkett, City Manager



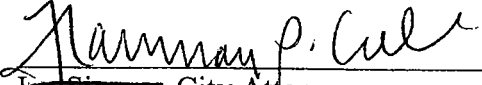
James Welsh, Superintendent

Date



Date

Approved as to Form



Flannery Collins, City Attorney

Flannery Collins

Assistant

Exhibit A

SCHOOL RESOURCE OFFICER PROGRAM SCOPE OF WORK

INTENT:

The overall goal of the joint cooperative agreement between the City of Shoreline Police Department and Shoreline School District is to provide a School Resource Officer (SRO) Program to the Shoreline School District at a shared expense. The City of Shoreline will endeavor to actively seek grant funding to help defray the cost of the SRO Program. The District is also encouraged to apply for grant funding to offset the shared cost of the program.

PROGRAM OVERVIEW:

The SRO Program involves the assignment of a select group of off-duty Shoreline Police Officers to the campuses of Shoreline School District's elementary and middle schools, with a full-time officer serving the high schools. Each officer will work with the individual school to identify the specific needs of the students in the area of violence and substance abuse. Officers will be specially screened and trained for the Program. The high school program involves a dedicated full-time police officer selected by the School District, to work equally between the two high schools. The officer will have specialized SRO training. This position will start January 2, 2001.

SCOPE OF SERVICES:

- ◆ **Staff Training** – officers will provide training for staff on topics such as youth gangs, violence intervention, drug identification and intervention.
- ◆ **Student Education** – Officers will assist in classroom instruction, with prior agreement of the school and teacher(s), by discussing topics such as substance abuse prevention, criminal and constitutional law, refusal skills, firearms awareness and safety, internet crimes and safety and personal safety.
- ◆ **Parent Education** – officers will provide training opportunities to parents on topics such as emerging youth issues related to violence, substance abuse, and the criminal justice system.
- ◆ **Building Rapport with Students** – officers will help students to see officers as a youth advocate whose primary concern is their safety and security.
- ◆ **Law Enforcement / Safety Assistance to Schools** -7 officers will assist staff on the issues such as truancy, child abuse, suicide and violence – provide site security and law enforcement services on an as-needed basis, in conjunction with current school district security officers.
- ◆ **Mentoring Students** – officers will foster a one-on-one relationship of trust and guidance with the students to enable them to develop healthy and safe lifestyles and patterns.

Exhibit B

**School Resource Officer Program
 Cost and Funding**

	2004	<i>Projected (Subject to Annual Update)</i>	
		2005	2006
<u>Elementary/Middle School Program</u>			
<i>Program Cost</i>			
Hourly Deputy Overtime Rate	A. 57.65	60.53	63.56
Hours of Service	B. 954	954	954
Annual Cost of Program (A x B)	<u>54,998</u>	<u>57,748</u>	<u>60,635</u>
<i>Program Funding</i>			
State Funding allocated for SRO Program	9,114	9,387	9,669
City of Shoreline General Fund Allocation	22,942	24,180	25,483
Shoreline School District Allocation	22,942	24,180	25,483
Total Funding	<u>54,998</u>	<u>57,748</u>	<u>60,635</u>
<u>High School Program</u>			
<i>Program Cost</i>			
Annual Cost for SRO Deputy	<u>119,410</u>	<u>125,381</u>	<u>131,650</u>
<i>Program Funding</i>			
City of Shoreline General Fund Allocation	59,705	62,690	65,825
Shoreline School District Allocation	59,705	62,690	65,825
Total Funding	<u>119,410</u>	<u>125,381</u>	<u>131,650</u>

LEVEL OF SERVICE:

The Shoreline Police Department will provide an average of 4 hours per week to the elementary and 8 hours per week for the middle schools, as listed below, for the SRO Program. Officers may be available for evening functions and/or summer school assistance, at the stated average overtime rate. The average number of hours provided may be adjusted by amendment to the Joint Cooperation Agreement.

The schools served are as follows:

Briarcrest Elementary
Echo Lake Elementary
Highland Terrace Elementary
Meridian Park Elementary
North City Elementary
Parkwood Elementary
Ridgecrest Elementary
Sunset Elementary
Sunset Elementary
Syre Elementary
Einstein Middle
Kellogg Middle

One full-time commissioned police officer will be assigned to serve Shorecrest and Shorewood high schools. The officer's hours will be split equally between the schools. That schedule will be developed in agreement with the school principals.