

EDMONDS SCHOOL DISTRICT NO. 15
OFFICE OF SUPERINTENDENT

Date Submitted: September 17, 2007
Date of Board Meeting: September 25, 2007

MEMORANDUM

TO: Board of Directors X Single Reading (Action Recommended)

FROM: Nick Brossoit _____ First Reading (No Action Recommended)
Superintendent _____ Second Reading (Action Recommended)

SUBJECT: Resolution # 07-36: Interlocal Cooperative Agreement with City of Lynnwood for
Community-Oriented Policing Agent (SRO's)

RECOMMENDATION:

Approve Resolution # 07-36, authorizing the Superintendent to enter into an Interlocal Cooperative Agreement with the City of Lynnwood to provide School Resource Officers at Lynnwood High School and Meadowdale High School.

BACKGROUND:

The City of Lynnwood listed below will enter into an agreement to share 50% of the cost of School Resource Officers with Edmonds School District.

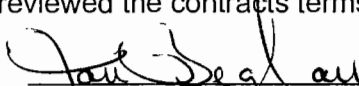
Edmonds School District will contract with City of Lynnwood to provide one full time school resource officer at Lynnwood High School and one full time school resource officer at Meadowdale High School for the 2007/2008 and 2008/2009 school years with two additional one year extension options. Total contract amount is \$80,756.00.

RATIONALE:

Cities of Lynnwood comply with all applicable federal or state laws.

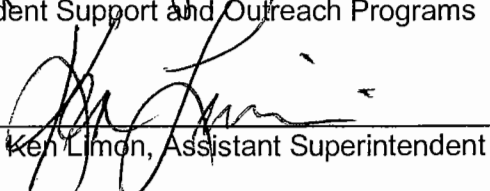
Executive Director of Business & Operations has reviewed the contracts terms and conditions.

Submitted By:



Jan Beglau, Program Director,
Student Support and Outreach Programs

Approved By:



Ken Limon, Assistant Superintendent

RESOLUTION NO. 07-36
EDMONDS SCHOOL DISTRICT NO. 15
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE INTERDISTRICT COOPERATIVE AGREEMENT
WITH CITY OF LYNNWOOD

WHEREAS, RCW 39.34, the Interlocal Cooperative Act, provides for interlocal cooperation between governmental agencies;

WHEREAS, City of Lynnwood agrees to provide certain Community-Oriented Policing Agent to the District, specifically School Resource Officers at Lynnwood High School and Meadowdale High School.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District No. 15, Snohomish County, as follows:


- A. WHEREAS, the District and Lynnwood desire to cooperate pursuant to Chapter 39.34 RCW, Interlocal Cooperation Act, in order to make the most efficient use of their respective governmental powers within their jurisdiction; and
- B. WHEREAS, Lynnwood and the District desire to establish a School Resource Officer Program (hereafter referred to as "Program,") to provide security, promote safety and serve as a positive resource to the District, the participating High School that is named in this Agreement and the surrounding neighborhood; and
- C. WHEREAS, Lynnwood is desirous to assign a uniformed Police Officer to serve as a School Resource Officer (hereafter referred to as "Officer") to be assigned to the High School location(s) specified herein in order to provide safety, patrol and assist with certain related duties, in return for a rate of compensation to Lynnwood that is agreed upon by the parties hereto;

ADOPTED by the Board of Directors of Edmonds School District No. 15, Snohomish County, Washington, at a regular meeting thereof this 25th day of September 2007.

EDMONDS SCHOOL DISTRICT NO. 15
BOARD OF DIRECTORS



Gary Noble, President



Ann McMurray, Vice President



Susan Paine, Director



Patrick Shields, Director

ATTEST:



Dr. Nick Brossoff

Contract ID: # 756

INTERLOCAL AGREEMENT
BETWEEN THE EDMONDS SCHOOL DISTRICT
And
CITY OF LYNNWOOD
For
COMMUNITY-ORIENTED POLICING AGENT

THIS AGREEMENT is made by and between the Edmonds School District, hereafter referred to as "District", and the City of Lynnwood, a Washington State municipal corporation, hereafter referred to as "Lynnwood."

RECITALS

- A. WHEREAS, the District and Lynnwood desire to cooperate pursuant to Chapter 39.34 RCW, Interlocal Cooperation Act, in order to make the most efficient use of their respective governmental powers within their jurisdiction; and
- B. WHEREAS, Lynnwood and the District desire to establish a School Resource Officer Program (hereafter referred to as "Program,") to provide security, promote safety and serve as a positive resource to the District, the participating High School that is named in this Agreement and the surrounding neighborhood; and
- C. WHEREAS, Lynnwood is desirous to assign a uniformed Police Officer to serve as a School Resource Officer (hereafter referred to as "Officer") to be assigned to the High School location(s) specified herein in order to provide safety, patrol and assist with certain related duties, in return for a rate of compensation to Lynnwood that is agreed upon by the parties hereto;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual representations and covenants contained herein, the parties agree as follows:

- 1. Purpose. This Agreement is intended to increase security and safety for students, staff and property at Lynnwood High School and Meadowdale High School located in the District through the assignment by Lynnwood of two (2) experienced commissioned Lynnwood Officers to service those two locations at the specified rate of compensation herein;
- 2. Term. This Agreement shall commence on **September 1, 2007** and shall expire on **June 30, 2009**, unless otherwise terminated under the provisions of this Agreement. Two additional one-year extensions are allowed. Such extensions shall occur automatically and shall not

require written notice of such extension. Should either party desire not to renew for the upcoming school year, such party must provide written notice by April 1 to the other of its intent not to renew. Upon expiration of this Agreement and any extensions, all equipment furnished by Lynnwood shall remain the sole property of Lynnwood and any facilities, office equipment or other material support provided by the District shall remain the sole property of the District. If Lynnwood High School elects to relocate their school facilities to another location outside the Lynnwood city limits, or into an unincorporated Lynnwood address, then this Agreement will only apply for the Meadowdale High School.

3. Termination. Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party. This Agreement is subject to funding, and either party may terminate with proper written notice due to lack of funding.
4. Duties of Officer. Lynnwood shall assign the Officer to the High Schools to promote safety and serve as a positive resource to the District and the surrounding neighborhood. The duties and responsibilities of the Officer include, but are not limited to, the following:
 - a. Perform the duties enumerated in the Lynnwood Police Officer Job Description;
 - b. Patrol the High Schools and surrounding areas to identify, investigate, deter and prevent crimes, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs or similar activities;
 - c. Act as a liaison between the High School Administrators and Lynnwood;
 - d. Establish and maintain a working rapport with the High School administration, staff and students;
 - e. Provide school-based security during the regular school day and assist in the promotion of a safe and orderly environment at the High Schools. The Officer, however, shall not act as a disciplinarian. If the Officer is confronted with a non-criminal violation, such as a school rule violation, the Officer will inform the High School Administrators of the same and assist only for the purposes of providing security for school staff member(s) charged with enforcing school rules and providing testimony in a due process hearing. In the absence of a District Administrator, the Officer may refer the matter to District administration;

- f. Assist in mediating disputes on campus, including working with students to help solve disputes in a non-violent manner;
- g. Act as a resource person in the area of law enforcement education at the request of staff, speak to classes on the law, search and seizure, drugs, motor vehicle laws, etc.; and,
- h. Perform others duties as mutually agreed upon by the Principal of each High School and the Officer, provided that the duty is legitimately and reasonably related to the Program as described in this Agreement and is consistent with federal and state law, local ordinances, District and Lynnwood policies, procedures, rules and regulations.

5. Office Space and Supplies. District shall provide the following for the Officer's use at each High School, all at the District cost:

- a. Private space with sufficient lighting and heat at each High School to be used by the Officer for general office purposes.
- b. Necessary office supplies, including but not limited to a four drawer locking cabinet, a desk, a telephone, and a computer.
- c. A portable radio for communication with High School security personnel.

6. Independent Contractor. Lynnwood and District understand and agree that Lynnwood is acting as an independent contractor under the terms of this Agreement, with the following intended results:

- a. Control of personnel, standards of performance, discipline and other aspects of performance of the Officer shall be governed solely by Lynnwood;
- b. All persons rendering services hereunder shall be for all purposes employees of Lynnwood;
- c. All liabilities for salaries, wages or any other compensation shall be the responsibility of Lynnwood.

7. Supervision of Officer. The Officer shall remain an employee of Lynnwood and is not an employee of the District. The Officer shall remain responsive to the supervision and chain of command of

Lynnwood. Lynnwood shall be solely responsible for Officer's training, discipline or dismissal. Any allegation of improper conduct shall be referred by High School or District Administration to the Officer's immediate supervisor or directly to the Lynnwood Chief of Police.

8. Scheduling of Officer. Lynnwood agrees to assign an Officer to Lynnwood and Meadowdale High Schools during the regularly scheduled school year, for the term of this Agreement. The Officer will work at his/her assigned High School throughout the regularly scheduled school day, Monday through Friday, 7 a.m. to 3 p.m., less any scheduled vacation time, sick time, training time, court time, or any other police-related emergencies, such as civil disasters. When the Officer is not on campus, the Officer will advise the High School Principal in advance of the Officer's whereabouts and a number where the Officer can be reached. On scheduled workdays when school is not in session, the Officer will work as assigned by Lynnwood.
9. Overtime. Officer may not work any overtime without the prior approval of Lynnwood. Overtime will be paid by Lynnwood in accordance with Lynnwood policies. The District is not responsible for any overtime cost.
10. Selection. Lynnwood will select a Lynnwood uniformed Officer to perform the services under this Agreement. Officer assignment vacancies likewise will be filled in accordance with this section. During the selection process Lynnwood may use the following non-exclusive factors:
 - a. Officer should be considered capable of conveying a positive police presence on the High School campus and in the community.
 - b. Officer should have the ability to be a positive resource to the school, staff, students, parents, and residents in the surrounding neighborhood.
11. Removal. If the District has cause to believe that a particular Officer is not effectively performing in accordance with this Agreement, the Superintendent or designee may recommend in writing to Lynnwood that the Officer be removed from the Program. Within ten business days after receiving the recommendation, the Superintendent or designee will meet with the Lynnwood Chief of Police or designee to discuss the recommendation. If in the opinion of the Chief or the Superintendent, or their designees, the problem cannot be resolved, then the Officer shall be removed from the Program.
12. Compensation. In consideration of Lynnwood's assignment of the Officer to the District, the District agrees to pay 50% of the base salary and benefits of both officers for the term of this Agreement. The costs

are the responsibility of the District to Lynnwood. The parties understand and acknowledge that the sums provided under this Agreement only partially fund the position of one fulltime Officer to each High School and that Lynnwood reserves the right to assign the Officer outside of regular school hours to other police duties as determined in the sole discretion of Lynnwood. In addition, Lynnwood reserves the right to assign the Officer to other police functions in the event of an emergent need, including but not limited to civil unrest or a natural disaster. The District and Lynnwood agree to negotiate compensation and costs under the Agreement for any extension beyond the original Agreement term.

13. Additional Costs. The District shall pay the City for the cost (based upon standard equipment rental rates) of a police vehicle used by each of the assigned officers during the school year in the amount of \$ \$3,150.00 (\$350 a month for nine months). No additional costs shall be compensated to Lynnwood except as specified herein.
14. Billing Period. Lynnwood shall invoice the District twice a year in equal installments for the amount due. Invoices shall be delivered to the District on or before September 1 for the upcoming four months of service; and shall bill on or before January 1 for the remaining work to be completed during the final six months of service during that school year. Invoices shall be submitted in a form approved by the District, and shall specify the services to be performed, period of service and amount due.
15. Payment. District shall pay Lynnwood within 30 days from the date of receipt of a proper invoice. Payments to Lynnwood later than 30 days following the receipt of a proper invoice shall accrue interest at the rate of 12% per annum on the balance due. All payments shall first be applied to accrued interest.
16. No Third Party Rights. The establishment of this Program and execution of this Agreement shall create no third party rights. In particular, the parties agree by establishing this Program that no past practice has been created with respect to duty assignment, the maintenance of the Program, or to otherwise limit the management discretion of Lynnwood under its Collective Bargaining Agreement. This Agreement further shall not create any third party rights to the Officer or any other Officer of Lynnwood, to the Edmonds School District, or to any other person.
17. Insurance and Indemnification. The parties shall separately maintain their own appropriate liability and casualty insurance policies as they, in their sole discretion, deem appropriate. The parties further agree that no indemnification shall be provided for, except as specifically set forth below, and that the respective liability of the parties to each other and to third persons shall be deemed in accordance with the laws of

the State of Washington. The District will protect, defend, indemnify, and hold harmless Lynnwood, its officers, employees, or agents from any and all costs, claims, judgments or awards of damages arising out of, or in any way resulting from, negligent acts or omissions of the District, its officers, employees or agents. Lynnwood will protect, defend, indemnify and hold harmless the District, its officers, employees, or agents from any and all costs, claims, judgments or awards of damages arising out of, or in any way resulting from, negligent acts or omissions of Lynnwood, its officers, employees or agents. In the event of concurrent liability, the parties shall have the right of contribution in proportion to the respective liability of each party. Nothing contained in this section shall be deemed to waive immunities established pursuant to state statutes or to create third party rights or immunities.

18. District Responsibility for Safety and Security. The parties understand and agree that the District retains its legal responsibility for the safety and security of the District, its employees, students and property, and this Agreement does not alter that responsibility except as provided by paragraph 17 above.
19. Interview and Arrest Procedures. If the Officer plans to interview suspects or victims of crime, the Officer, to the extent practicable, will advise and work with the Principal to minimize disruption to the High School and other students. District employees will make parental notification of such interviews in accordance with District policies and procedures and applicable laws. The Principal or designee may request that she/he or a designee be present during the interview of a student. The presence of a District employee at an interview of a student regarding a criminal matter shall make said employee subject to subpoena as a witness thereto. In the event the Officer arrests a student at the High School, the Officer shall notify the Principal or the Principal's designee as soon thereafter as practical. In the event that the arrested student is a juvenile, Lynnwood will notify the parent or legal guardian pursuant to Lynnwood policies and procedures. The District may also make notification as necessary under its own policies and procedures.
20. Release of Student Information. Upon request by Lynnwood, the District will provide directory information relating to its students, which is permitted under District policy and state and federal law.
21. Police Reports. The Officer shall provide the District with police reports as permitted by state law and Lynnwood policies and procedures.
22. Applicable Law. This Agreement shall be governed by the laws of the State of Washington.

23. Recording. This Agreement shall be filed with the Snohomish County Auditor.

24. Notice. Notices under this Agreement shall be sent to the following:

Lynnwood Chief of Police
PO Box 5008
Lynnwood, WA 98046

Superintendent
Edmonds School District
20420 68th Ave. West
Lynnwood, WA 98036

25. Entire Agreement. This Agreement is the entire agreement between parties and supersedes and merges with any prior agreements of the parties, written or oral, with respect to the Program. This Agreement shall be amended only in writing with the written consent of the parties. This Agreement shall be interpreted in order to implement its central purpose, which is the creation of the Program and the underlying understanding that only Lynnwood shall direct the police functions of the Officer.

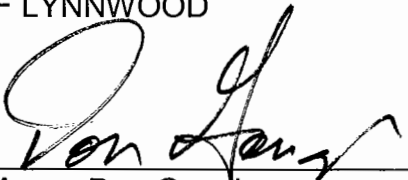
EDMONDS SCHOOL DISTRICT

By: 


Dated: 9-25-07

Its: Superintendent


CITY OF LYNNWOOD

By: 
Mayor, Don Gough

Dated: 6-18-07

By: 
Finance Director, Vicki Heilman

Dated: 6/19/07

Attest as to Form
By: 
City Attorney, Mike Ruark

Dated: 7/5/07