

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 # 07-38: Interlocal Cooperative Agreement with City of Mountlake Terrace for Community-Oriented Policing Agent (SRO's)

RECOMMENDATION:

Approve Resolution # 07-38, authorizing the Superintendent to enter into an Interlocal Cooperative Agreement with the City of Mountlake Terrace to provide School Resource Officers at Mountlake Terrace High School.

BACKGROUND:

The City of Mountlake Terrace 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 Mountlake Terrace to provide one full time school resource officer at Mountlake Terrace High School for the 2007/2008 and 2008/2009 school years with two additional one year extension options. Total contract amount is \$30,000.

RATIONALE:

Cities of Mountlake Terrace comply with all applicable federal or state laws.

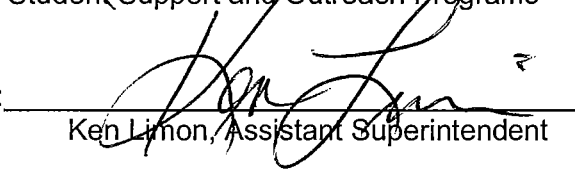
Executive Director of Business & Operations has reviewed the contracts terms and conditions.

Submitted By:



Jan Beglau, Program Director,
Student Support and Outreach Programs

Approved By:



Ken Limon, Assistant Superintendent

RESOLUTION NO. 07-38
EDMONDS SCHOOL DISTRICT NO. 15
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE INTERDISTRICT COOPERATIVE AGREEMENT
WITH CITY OF MOUNTLAKE TERRACE

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

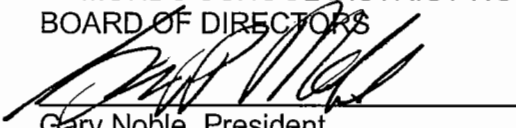
WHEREAS, City of Mountlake Terrace agrees to provide certain Community-Oriented Policing Agent to the District, specifically School Resource Officers at Mountlake Terrace High School. [REDACTED]

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 Mountlake Terrace 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, Mountlake Terrace 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, Mountlake Terrace 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 Mountlake Terrace 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




Susanna Paine, Director



Patrick Shields, Director

ATTEST:



Dr. Nick Brossoit

INTERLOCAL AGREEMENT
BETWEEN THE EDMONDS SCHOOL DISTRICT
And
CITY OF MOUNTLAKE TERRACE
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 Mountlake Terrace, a Washington State municipal corporation, hereafter referred to as “Mountlake Terrace.”

RECITALS

- A. WHEREAS, the District and Mountlake Terrace 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, Mountlake Terrace and the District desire to establish a Community-Oriented Policing 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, Mountlake Terrace is desirous to assign a uniformed Police Officer to serve as a Community-Oriented Policing Agent (hereafter referred to as “Officer”) to be assigned to the High School location specified herein in order to provide safety, patrol and assist with certain related duties, in return for a rate of compensation to Mountlake Terrace 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 Mountlake Terrace High School located in the District through the assignment by Mountlake Terrace of one (1) experienced commissioned Mountlake Terrace Officer to service that location 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 Mountlake Terrace shall remain the sole property of Mountlake Terrace and any facilities, office equipment or other material support provided by the District shall remain the sole property of the District.
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. Mountlake Terrace shall assign the Officer to the High School 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 Mountlake Terrace Police Officer Job Description;
 - b. Patrol the High School 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 Mountlake Terrace;
 - 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 School. 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 the 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 Mountlake Terrace 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 the 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. Mountlake Terrace and the District understand and agree that Mountlake Terrace 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 Mountlake Terrace;
- b. All persons rendering services hereunder shall be for all purposes employees of Mountlake Terrace;

- c. All liabilities for salaries, wages or any other compensation shall be the responsibility of Mountlake Terrace.
- 7. Supervision of Officer. The Officer shall remain an employee of Mountlake Terrace and is not an employee of District. The Officer shall remain responsive to the supervision and chain of command of Mountlake Terrace. Mountlake Terrace 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 Mountlake Terrace Chief of Police.
- 8. Scheduling of Officer. Mountlake Terrace agrees to assign an Officer to the District during the regularly scheduled school year, for the term of this Agreement. The Officer will be on the High School campus 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 the High School campus, the Officer will advise the High School Principal in advance of the Officer 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 Mountlake Terrace.
- 9. Overtime. Officer may not work any overtime without the prior approval of Mountlake Terrace. Overtime will be paid by Mountlake Terrace in accordance with Mountlake Terrace policies. The District is not responsible for any overtime costs.
- 10. Selection. Mountlake Terrace will select a Mountlake Terrace 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 Mountlake Terrace 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 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 Mountlake Terrace that the Officer be removed from the Program. Within ten business days after receiving the recommendation, the Superintendent or designee will meet with the Mountlake Terrace 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 Mountlake Terrace's assignment of the Officer to the District, the District agrees to pay 50% of the Officer's base salary and benefits for the duration of the regular school year. The parties understand and acknowledge that the sums provided under this Agreement only partially fund the position of one fulltime Officer and that Mountlake Terrace reserves the right to assign the Officer outside of regular school hours to other police duties as determined in the sole discretion of Mountlake Terrace. In addition, Mountlake Terrace reserves the right to assign the Officer to other police functions in the event of an emergent need, such as civil unrest or a natural disaster. The District and Mountlake Terrace agree to negotiate compensation and costs under the Agreement for any extension beyond the original Agreement term.
13. Billing Period. Mountlake Terrace 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 4 months of service; and shall bill on or before January 1 for the remaining work to be completed during the final 6 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.
14. Payment. District shall pay Mountlake Terrace within 30 days from the date of receipt of a proper invoice. Payments to Mountlake Terrace that are later than 30 days following the date of 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.
15. 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 Mountlake Terrace under its Collective Bargaining Agreement. This Agreement further shall not create any third party rights to the Officer or any other Officer of Mountlake Terrace, the Edmonds School District, or to any other person.

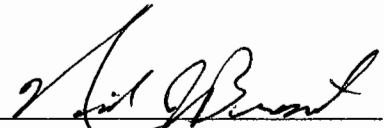
16. Insurance and Indemnification. The parties shall separately maintain their own appropriate liability and casualty insurance policies as they, in their sole discretion, deem appropriate. The parties further agree that no indemnification shall be provided for, except as specifically set forth below, 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 Mountlake Terrace, 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. Mountlake Terrace 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 Mountlake Terrace, 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.
17. 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 16 above.
18. 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 s/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,

Mountlake Terrace will notify the parent or legal guardian pursuant to Mountlake Terrace policies and procedures. The District may also make notification as necessary under its own policies and procedures.

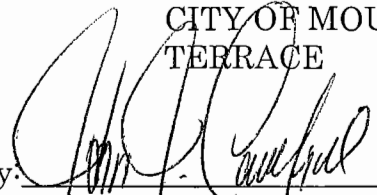
19. Release of Student Information. Upon request by Mountlake Terrace, the District will provide directory information relating to its students, which is permitted under District policy and state and federal law.
20. Police Reports. The Officer shall provide the District with police reports as permitted by state law and Mountlake Terrace policies and procedures.
21. Applicable Law. This Agreement shall be governed by the laws of the State of Washington.
22. Recording. This Agreement shall be filed with the Snohomish County Auditor.
23. Notice. Notices under this Agreement shall be sent to the following:
MOUNTLAKE TERRACE Chief of Police
5906 232nd ST SW
Mountlake Terrace, WA 98043


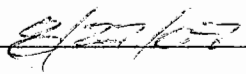
Superintendent
Edmonds School District
20420 68th Ave. West
Lynnwood, WA 98036
24. Entire Agreement. This Agreement is the entire agreement between parties and supersedes and merges with any prior agreements of the parties, written or oral, with respect to the Program. This Agreement shall be amended 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 Mountlake Terrace shall direct the police functions of the Officer.

EDMONDS SCHOOL DISTRICT

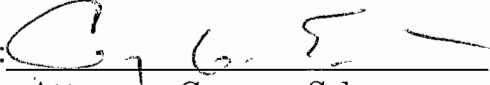
By: 
Superintendent, Nick Brossoit
Dated: 9-25-07
Its: Superintendent

CITY OF MOUNTLAKE
TERRACE

By: 
City Manager, John J. Caulfield
Dated: 8/28/2007

By: 
City Finance Director, Scott Hugill
Dated: 

^{Approved}
Attest as to Form

By: 
City Attorney, Gregory Schrag
Dated: 8/30/2007