

INTERLOCAL AGREEMENT
For
SCHOOL RESOURCE OFFICER
Between
THE CITY OF DES MOINES and HIGHLINE SCHOOL DISTRICT 401

In Accordance with the Interlocal Cooperation Act (RCW 39.34), the City of Des Moines (“The City”), and Highline School District 401 (“The District”), each of which is a Washington Municipal Corporation, hereby enter into the following INTERLOCAL AGREEMENT:

RECITALS

WHEREAS:

- A. The District and the City desire to promote law enforcement and related services to Mount Rainier High School and other Highline District Schools within the City;
- B. A School Resource Officer Program has been proposed for Mount Rainier High School with additional services to other Highline District Schools within the City as hereinafter described;
- C. The District and the City recognize the potential benefits of the School Resource Officer Program to the citizens of the City and particularly to the students and staff of Mount Rainier High School; and
- D. It is in the best interest of the citizens and residents of the District and the City to establish this program,

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

I. TERM of AGREEMENT and RENEWAL

- 1.1 This Agreement shall be for three (3) school years.
- 1.2 This Agreement shall commence as of September 1, 2014 and shall terminate as of June 30, 2017.
- 1.3 This Agreement may be renewed by written agreement of all of the Parties.
- 1.4 This Agreement may be terminated by either party by 90 ninety (90) days written statement of termination directed to the other party. Should the Agreement be terminated by either party, the City will reimburse the District on a prorated basis for any months remaining on the Agreement that the District has previously paid at a rate of one-tenth of the annual fee for each full month.

II. SCHOOL RESOURCE OFFICER PROGRAM CONTINUED

2.1 A School Resource Officer Program has been established between the City of Des Moines Police Department (“Des Moines PD”) and Mount Rainier High School (“the High School”), with additional services to other Highline District Schools located within the City of Des Moines. Said program is hereby continued for the term of this Agreement.

2.2 Through the School Resource Officer Program, the High School and the Des Moines PD have committed to providing a safe, fun environment that promotes education and interaction with the students in a positive caring manner. This is accomplished with a committed partnership among the school, students, staff, parents, police department, and neighbors to enhance the schools and the community.

III. RIGHTS AND DUTIES OF THE DES MOINES PD

3.1 The Chief of the Des Moines PD (“the Chief”) shall assign one (1) regularly employed police officer as a School Resource Officer (“SRO”) to the High School who will also provide additional services to other Highline District Schools located within the City of Des Moines.

3.2 The SRO shall be assigned to the school district for a minimum of twenty (20) hours per week while school is in session. Additional time may be authorized by the department at the request of the school district not to exceed a total of forty (40) hours per week subject to department approval and provided the SRO’s assistance is not required for other police activities away from the school. Absences from the school by the SRO during the school year for training or other Des Moines PD activities shall not exceed five (5) school days in duration at any one time. The Des Moines PD may temporarily reassign the SRO during school holidays and vacations.

3.3 The SRO shall also act as an instructor for specialized, short-term law enforcement related programs at the high school or other District schools within Des Moines when invited to do so by the principal or members of the faculty.

3.4 The SRO shall have the following additional duties and responsibilities:

3.4.1 When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.

3.4.2 The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or crime prevention in nature.

3.4.3 The SRO shall become familiar with all community agencies which offer assistance to youths and their families such as youth job placement assistance, mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school.

3.4.4 The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result in student unrest.

3.4.5 Should it become necessary to conduct formal police interviews with the students, the SRO shall adhere to the Police Department Policy and legal requirements with regard to such interviews.

3.4.6 The SRO shall take law enforcement action as required, including but not limited to appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school activities. As soon as practicable, the SRO shall make the principal of the school aware of any law enforcement action.

3.4.7 The SRO shall give assistance to other police officers in matters regarding his/her school assignment, whenever necessary.

3.4.8 The SRO shall patrol the assigned school and surrounding neighborhoods in order to identify, investigate, and prevent incidents involving weapons, violence, harassment, intimidation, and other law violations. The SRO may also be assigned investigations related to runaways, assaults, thefts, and truancy, provided such investigations relate to the students attending the school to which the SRO is assigned. The SRO may also be assigned or provide traffic enforcement duties at the schools and surrounding neighborhoods. Such duties may include school zone speed enforcement.

3.4.9 The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program.

3.4.10 The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. The SRO shall not perform any non-law enforcement functions. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. School Resource Officers are not to be used for regularly assigned duties such as lunchroom duty. If there is a problem area, the SRO may assist the school until the problem is solved.

3.4.11 The SRO shall have a primary obligation to the City, not the School District. This contract and performance thereof by the City police officers shall not create any special relationship with any person or duties to protect any specific persons from harm or injury including the party signing this contract. The law enforcement/peacekeeping duties to be performed pursuant to this contract are the same in extent and scope as those provided by police officers to every member of the public.

3.4.12 Any exceptions to the above must be mutually agreed upon by the Chief of Police of the Des Moines PD, the School District, and the School Principal.

IV. RIGHTS AND DUTIES OF THE DISTRICT

4.1 The District shall provide the SRO with the materials and facilities necessary to the performance of the SRO duties at the High School.

4.2 The following materials and facilities are deemed necessary to the performance of the SRO's duties:

- 4.2.1 Access to a properly lighted private office with a telephone that may be used for general business purposes.
- 4.2.2 A location for files and records that can be properly locked and secured.
- 4.2.3 A desk with drawers, a chair, work table, filing cabinet, and officer supplies.
- 4.2.4 Access to a computer, and/or secretarial assistance.

V. FINANCING OF THE SCHOOL RESOURCE OFFICER

5.1 The District will compensate the City for a portion of the direct salary and benefits incurred for the assigned School Resource Officer for the ten month duration of the 2014-2015, 2015-2016 and 2016-2017 school years. The District will pay the City of Des Moines \$65,000 each school year for school resource officer services totaling \$195,000 related to this Agreement.

5.2 The City will invoice the District \$65,000 in salary and benefits to be incurred during the ten month period on or before the first day of each school year.

5.3 Any overtime hours requested and authorized by either party to this Agreement shall be paid by the party requesting and authorizing the additional overtime hours. If the District requests and authorizes the overtime hours, the District will be separately invoiced for the direct salary and related benefits for the overtime hours worked by the assigned School Resource Officer.

VI. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER

The SRO shall remain an employee of the Des Moines Police Department, and shall not be an employee of the School District. The School District and the Chief acknowledge that the SRO shall remain under the direct supervision of the City of Des Moines Police Department.

VII. APPOINTMENT OF SCHOOL RESOURCE OFFICER

- 7.1 The SRO must be a volunteer for the position with a minimum of three (3) years of law enforcement service or experience.
- 7.2 The appointment of the SRO shall be at the discretion of the Chief based upon:
- 7.2.1 A written application to the Chief that outlines his/her qualifications; and
 - 7.2.2 Input from the High School principal or the principal's designee and the District's Director of Safety and Security.
- 7.3 Additional criteria for consideration by the Chief shall include job knowledge, training, education, appearance, attitude, communication skills, and bearing.

VIII. DISMISSAL OF SCHOOL RESOURCE OFFICER; REPLACEMENT

- 8.1 In the event the principal of the High School feels that the SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent of the District that the SRO be removed from the program and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the Chief or his/her designee of the principal's request. If the Chief desires, the Superintendent and Chief, or their designees, shall meet with the SRO to mediate or resolve any problems. At such meeting, specified members of the staff of the school may be required to be present. If, within a reasonable amount of time after commencement of such mediation the problem cannot be resolved or mediated or in the event mediation is not sought by the Chief, then the SRO shall be removed from the program and a replacement shall be obtained.
- 8.2 The Chief may dismiss or reassign the SRO based upon Des Moines PD Rules, Regulations and/or General Orders and when it is in the best interest of the Parties, the students and the citizens of the City of Des Moines.
- 8.3 In the event of the resignation, dismissal, or reassignment of the SRO, or in the case of long term absences by the SRO, the Chief shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, the Chief shall appoint a permanent replacement for the SRO position.

IX. LIABILITY

Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each party shall be responsible for its own negligence; neither party shall indemnify nor hold the other party harmless.

X. MISCELLANEOUS PROVISIONS

- 9.1 Effective Date. This Agreement shall be effective upon ratification by resolution of the governing body and execution by the Chief Executive Officer of each of the Parties.
- 9.2 Amendment. This Agreement may be amended only upon consent of all Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.
- 9.3 Waiver. The waiver by any Party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same term, covenant, or condition of this Agreement.
- 9.4 Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- 9.5 Entire Agreement. This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 9.6 Counterparts. This Agreement shall be effective whether signed by all Parties on the same document or whether signed in counterparts.
- 9.7 Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to:

Dr. Susan Enfield, Superintendent
Highline School District No. 401
15675 Ambaum Boulevard SW
Burien WA 98166

George M. Delgado, Chief of Police
City of Des Moines Police Department
21900 11th Ave. S
Des Moines WA 98198

//
//
//
//
//
//
//

EXECUTED and APPROVED by the Parties in identical counterparts of this Agreement, each of which shall be deemed an original hereof, on the dates set forth below.

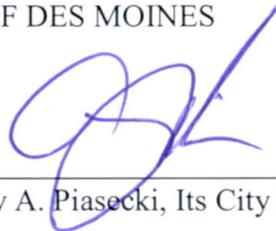
APPROVED AS TO FORM:



Assistant City Attorney

DATED this 14th day of August, 2014

CITY OF DES MOINES



By _____
Anthony A. Piasecki, Its City Manager

At the direction of the Des Moines City Council at an open public meeting on August 14, 2014.

APPROVED AS TO FORM:

Attorney for Highline School Dist. No. 401

DATED this _____ day of August, 2014

HIGHLINE SCHOOL DISTRICT NO. 401



By _____
Dr. Susan Enfield, Its Superintendent