

ORIGINAL

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
INTERLOCAL AGREEMENT WITH
SUNNYSIDE SCHOOL DISTRICT NO. 201
FOR SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, the City of Sunnyside and Sunnyside School District No. 201 (hereinafter "School District") have jointly participated in a School Resource Officer program from on or about April 1, 2000; and

WHEREAS, the City of Sunnyside and School District desire to enter into an Agreement for provision of a School Resource Officer program in conjunction with grant funding recently acquired by the City of Sunnyside; and

WHEREAS, the City of Sunnyside and School District have negotiated an Interlocal Agreement for such program; and

WHEREAS, the City Council of the City of Sunnyside and School District have found and determined that such School Resource Officer program is in the best interests of residents of the City of Sunnyside and School District, and will promote the general health, safety and welfare, and that such Interlocal Agreement should be approved.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

SECTION 1. That the "School Resource Officer" Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the City Manager is hereby authorized to execute such Agreement for and on behalf of the City of Sunnyside.

SECTION 2. That this Resolution shall be effective upon passage and signatures hereon in accordance with law.

PASSED this 12th day of October, 2009.



PABLO GARCIA, MAYOR

ATTEST:



DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:



MENKE, JACKSON, BEYER, EHLIS & HARPER, LLP
ATTORNEYS AT LAW

**INTERLOCAL COOPERATIVE AGREEMENT
FOR SERVICES
SCHOOL RESOURCE OFFICERS**

**By and Between
CITY OF SUNNYSIDE
And
SUNNYSIDE SCHOOL DISTRICT NO. 201**

2009 – 2010

This agreement is made and entered into this _____ day of _____, 2009, by the Sunnyside School District No. 201 (referred to herein as "District"), and the City of Sunnyside, (referred to herein as "City"), for the purpose of providing School Resource Officers, (referred to herein as SRO(s)) in the public school system of the City of Sunnyside. The Sunnyside Police Department shall be referred to herein as "Department".

RECITALS

- A. City is a Municipal Corporation organized and existing under the laws of the State of Washington, geographically situated in Yakima County, Washington.
- B. School District is a Municipal Corporation organized and existing as a school district under the laws of the State of Washington.
- C. City and School District are public agencies authorized and empowered to enter into interlocal cooperation agreements pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, RCW 35A.11.040, and RCW 35A.35.010.
- D. City and School District desire to continue a School Resource Officer (commissioned law enforcement) program. The purpose of this program is to assign commissioned law enforcement officer(s) on School District property for the purpose of delivering law enforcement services in a responsive and timely manner. These services are not only for suppression, prevention, and intervention of crime, but also educational in design.
- E. Each party to this Agreement recognizes and agrees that the purpose and intent of this agreement is to provide for the public benefit, health, safety, education and welfare of our community, and more specifically our youth. Each party agrees that these legitimate public goals will be furthered by the terms and provisions of this Agreement.

EXHIBIT "A"

AGREEMENT

ARTICLE I

PURPOSE: The purpose of this agreement to provide for the continuation of the SRO program within the District for the 2009 – 2010 school year. These services have been delivered continually since May, 2000.

ARTICLE II

OBLIGATION OF THE CITY: The City shall provide a law enforcement officer(s) to serve as SRO, as follows:

- (A) Provision of an SRO: The City shall assign three regularly commissioned officers to cover District properties, to include:
- (1) Sunnyside High School
 - (2) Choices Program sites
 - (3) Harrison and Sierra Vista Middle Schools
 - (4) Sun Valley Elementary
 - (5) Chief Kamiakin Elementary
 - (6) Pioneer Elementary
 - (7) Washington Elementary
 - (8) Outlook Elementary
 - (9) Transportation and other District properties

Although generally assigned to the above schools, and primarily at the middle and high school levels, the SRO will provide coverage to the other nearby schools and areas surrounding the principal campuses identified. The services provided by the SRO are in addition to normal police services already provided by the City. Due to that reason it may be necessary to pull a SRO off of a campus for brief periods of time to respond with other officers to crime scenes; however the Department shall be ever mindful of the SRO primary responsibilities.

- (B) Selection of an SRO: The Chief of Police or his designee 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 department. 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 nature so that a positive image of the police department is reflected. The SRO should sincerely want to work with staff and students of the particular school in which the SRO is assigned.

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- (3) The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education, 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 must 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. On those days when school is not in session the scheduling and duties of the SRO will be as determined by the Chief of Police. This assignment does not prohibit the SRO from participating in responses to assist other officers, or to fulfill training requirements as determined to exist by the Chief of Police, or his designee.
- (D) Duties of SRO: While on duty the SRO shall perform the following duties:
- (1) Speak to classes on the law, including 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 education.
 - (3) Conduct criminal investigations of violations of the law on District property, or property immediately surrounding the District property, as assigned by the Department.
 - (4) Provide law enforcement input into school based security, including teaching of District security personnel.
 - (5) Maintain the peace on District property.
 - (6) Make arrests and referrals of criminal law violations.
 - (7) Provide police counseling to students when requested by the Principal, or designee, and mutually agreed to by all parties.
 - (8) Secure, handle, and preserve evidence.
 - (9) Recover District property through working with other police agencies.
 - (10) Make referrals to social agencies as appropriate.

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- (11) Wear official police uniforms which shall be provided at the expense of the City, however, civilian attire may be worn on such occasion 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 their designees, 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 Department and the District
 - (13) Follow and conform to all District policies and procedures that do not conflict with policies and procedures of the City, and/or 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, Department, and/or City.
 - (16) Coordinate with other Department, City, youth services providers, (GREAT, etc.) to ensure consistency and continuity of all services.
 - (17) Attend all Department mandated training as required to maintain law enforcement qualifications and certifications.
- (E) Support Services to be provided by Sunnyside Police Department: The Police Department and SRO will supply the following support services:
- (1) Provide information on all offense reports taken by the SRO to the Principal, or designee, upon request, as the law may allow.
 - (2) To receive and dispatch, via: telephone, walk-in, radio, District radio, and/or pager requests for police services.
 - (3) Maintain and file Uniform Crime Reports (UCR) reports according to law.
 - (4) Process all police reports
 - (5) Provide coordination, development, implementation, and evaluation of security programs in the school assigned.
 - (6) Provide each SRO with a patrol automobile, as needed, and all other necessary or appropriate police equipment. The cost of

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purchasing, maintaining, and repairing police equipment provided under the 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 regarding school safety.
- (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 security training for selected District personnel through Police Department Reserve Academy curriculum and trainers.

ARTICLE III

OBLIGATION OF THE DISTRICT: The District shall provide support for the SRO as follows:

PROVISION OF WORKSPACE: The District shall provide a safe, secure, well-lit workspace for the SRO at their primary campus assignments, furnished to include:

- (A) Desk, telephone, securable file cabinet, MS windows computer (to include access to internet, and relevant law enforcement network(s).
- (B) Access to student attendance and emergency contact information, as needed for truancy and other related criminal investigations.
- (C) Immediate access to information pertaining to risk of life, limb, significant property loss
- (D) Unfettered access to campus property, as needed in emergent circumstances
- (E) Access to school administrative radio frequencies

ARTICLE IV

DISCIPLINE: Responsibility for enforcement shall be as follows:

- (A) School Discipline All parties agree the responsibility for administration of student discipline shall be the duty of the District
- (B) Law Enforcement All parties agree that final discretion regarding criminal cases shall rest with the SRO and the Department

EXHIBIT "A"

ARTICLE V

EMPLOYMENT STATUS: 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 VI

COMPENSATION: This agreement shall be in effect August 31, 2009 (first day of school) and shall terminate July 31, 2010. In consideration of services provided herein, the District shall pay the sum of \$100,000, to the city. Such payment shall be made in 12 equal monthly installments, in amount no less than \$8,333 each, unless in response to budgeting considerations the District finds it necessary or desirous to pre-pay any/all of its obligations under this Agreement.

No other consideration will be required during the term of this agreement for in-school services called for herein.

ARTICLE VII

GOOD FAITH: The parties, their agents, and employees shall cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties and questions will be resolved by negotiations between the Superintendent of the District, and the Chief of Police, or their designees.

ARTICLE VIII

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

ARTICLE IX

REPLACEMENT OF SRO: In the event the District is not satisfied with the performance of the SRO, the Superintendent, or his or her designee, shall communicate in writing to the City a request to change the SRO. The District shall outline the specific reasons for the requested change. The District and the Department will work with the SRO to address the stated concerns of the District and all reasonable avenues to resolve the matter shall be pursued by the parties before replacement. If after attempting to collaboratively work to address the District's concerns the District still desires to replace the SRO, the SRO shall be changed.

ARTICLE X

STANDARD SERVICES: 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

HOLD HARMLESS:

- A. The District agrees to hold harmless, indemnify, and defend the City, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses

EXHIBIT "A"

(including reasonable attorney's fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any student, invitee, visitor or trespasser, or loss or damage to such individual's property) which result from or arise out of the sole negligence of the District, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the District under this Agreement.

- B. The City agrees to hold harmless, indemnify, and defend the District, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City and/or SROs' services, duties and obligations under this Agreement.
- C. In the event that the officials, officers, agents, and/or employees of both the City and the District are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).
- D. Nothing contained in this Article or this Agreement shall be construed to create a right of indemnification in any third party.

ARTICLE XII

TERMINATION: This agreement may be terminated by either party upon 90 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. This agreement can otherwise be terminated only upon written notice at least 90 days prior to the end of the other party's fiscal year.

CITY OF SUNNYSIDE

SUNNYSIDE SCHOOL DISTRICT NO. 201

By: _____
JAMES L. BRIDGES
INTERIM CITY MANAGER

By: _____
DR. RICHARD COLE
SUPERINTENDENT

DATE: _____

DATE: _____

EXHIBIT "A"

ATTEST:

By: _____

DEBORAH ESTRADA
CITY CLERK

By: _____

APPROVED AS TO FORM:

MENKE, JACKSON, BEYER,
EHLIS & HARPER, LLP
ATTORNEYS AT LAW