

## RESOLUTION NO. 351

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODINVILLE APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE NORTHSHORE SCHOOL DISTRICT AND THE CITY OF WOODINVILLE TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES.

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**WHEREAS**, the City Council of the City of Woodinville has authorized the additional position of School Resource Officer; and

**WHEREAS**, the Northshore School District had been contracting with King County to provide school resource officer services; and

**WHEREAS**, the Northshore School District and the City of Woodinville desire to enter into an agreement for school resource officer services;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City, an Interlocal Agreement substantially similar to that attached as Exhibit A, which by this reference is incorporated into this Resolution, as though fully set forth herein.

**RESOLVED** this 11<sup>th</sup> day of December, 2007.

  
\_\_\_\_\_  
CATHY VONWALD, MAYOR

**ATTEST/AUTHENTICATED:**

  
\_\_\_\_\_  
JENNIFER KUHN  
CITY CLERK/CMC

**AGREEMENT BETWEEN  
THE NORTHSHORE SCHOOL DISTRICT  
AND  
CITY OF WOODINVILLE  
FOR  
THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT, made and entered into this 1st day of January, 2008, by and between the Northshore School District (hereinafter referred to as School District) and the City of Woodinville (hereinafter referred to as City).

WHEREAS, the Northshore School District and the City of Woodinville agree that it is in the best interest of both parties to assign one School Resource Officer to Woodinville High School and Leota Junior High School; and

WHEREAS, the Northshore School District agrees to pay \$15,318 annually beginning in the year 2007 through year 2009, as its share of the full cost of the School Resource Officer and provide facilities for the aforementioned School Resources Officer;

NOW, THEREFORE, it is mutually agreed as follows:

I.

The City will assign one regularly employed Woodinville police officer to serve as a School Resource Officer (hereinafter referred to as SRO). This SRO will provide a uniformed presence on campus to promote safety and serve as a positive resource to the schools and surrounding neighborhoods. SROs will patrol their assigned schools and surrounding areas in order to identify, investigate, deter, and prevent crime, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs, or other similar activities. In addition, SROs will provide students, parents, teachers, administrators and neighborhood residents with information, support, and problem-solving mediation and facilitation.

II.

SROs shall at all times remain employees or contractors of the City and shall not be employees of the School District. SROs shall remain responsive to the supervision and chain of command of the City, which shall be responsible for their hiring, training, discipline, and dismissal. Any allegation of improper conduct by a SRO will be referred to the SRO's immediate supervisor or directly to the City's Chief of Police.

While school is in session, each SRO will be assigned to a school on a full-time, forty (40) hours work week, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity, including any emergencies such as civil disasters.

Scheduling for SRO's while school is in session will be determined by mutual agreement of the high school administration, the SRO, and the SRO's police supervisor. The SRO will not take vacation while school is in session unless approved by his/her

police supervisor. On scheduled work days when school is not in session (summer vacation, school breaks, holidays, etc.), the SROs will work on assignments as determined by their police supervisor.

Overtime hours for SROs that relate to regular law enforcement duties or that reasonably relate to SRO duties must be authorized and approved by their police supervisor prior to the performance of the overtime work and will be paid in accordance with established Department procedures.

Nothing in this agreement prevents the School District from continuing its practice of hiring off-duty police officers to provide security at sporting events or other special events. The terms of this agreement do not cover off-duty deputies/officers hired for these purposes.

### III.

Selection and appointment of SROs will be made in cooperation with the School District and the City/police department. Requirements for the SRO assignment include:

- The SRO must volunteer for the assignment. The SRO must have a minimum of two years of police service.
- The SRO must have an expressed desire and ability to engage in direct daily activity with students, school staff, parents, and the public. The SRO must convey a positive police presence on the school campus and the community.
- The SRO must be highly motivated, productive, demonstrate high levels of self-initiative and innovation, and be able to work well with minimum supervision. The SRO must be in good physical condition and present and maintain an excellent uniformed appearance.
- The SRO must have the ability to be a positive resource to the school staff, students, parents and residents in the surrounding neighborhoods.
- The SRO's education, background, experience, interest level and communication skills must be of such a caliber that the SRO can effectively and accurately be a resource, liaison and mentor at the schools he/she serves.
- The SRO must agree to attend any necessary training schools or classes that are needed to increase his/her skills for the position.

The School District and the City shall appoint two members each to a Selection Committee, which shall have the role of interviewing, evaluating, and recommending the appointment of those officers nominated by the City to serve as SROs. The names of the nominees receiving a favorable recommendation by the Selection Committee shall be forwarded to the Chief of Police, who shall appoint the SROs from the list of those recommended.

SRO assignment vacancies will be filled in accordance with this Agreement, provided, that any current SRO may transfer to any high school when a vacancy occurs provided the:

- Principal where the vacancy exists agrees;
- SRO police supervisor agrees;
- The Chief of Police agrees.

In the event of the resignations, dismissal, or long-term absence (more than 30 days) of a SRO, the City shall provide a replacement within 30 school days of the notification of the absence. In the interim, existing resources will be scheduled to provide partial coverage to all sites.

#### IV.

In the event the Principal of the school to which an SRO is assigned has cause to believe that the particular SRO is not effectively performing in accordance with this Agreement, the Principal may recommend to the School District and the City that the SRO be removed from the program.

To initiate the replacement of a SRO, the Principal will recommend to the District Superintendent that the SRO be replaced, stating the reasons in writing. Within a reasonable period of time after receiving the recommendation, the Superintendent or his/her designee will meet with the City's Representative, or his/her designee, to mediate or resolve the problem that may exist. If the problem cannot be resolved or mediated, in the opinion of both the Superintendent and City Representative, or their designees, the SRO will be removed from the program at the school and a replacement SRO will be selected in accordance with this Agreement. This process shall not exceed thirty (30) days.

#### V.

The duties and responsibilities of the SRO while on duty include, but are not limited to, the following:

- Regularly wear the official police uniform, as designated by KCSO Policy or the Woodinville Police Chief, including firearm, with civilian attire being worn on such occasions as may be mutually agreed upon by the principal and the SRO.
- Establish and maintain a working rapport with the school administrator and school staff.
- Act as a resource person in the area of law enforcement education at the request of the staff, speaking to classes on the law, search and seizure, drugs, motor vehicle laws, etc.
- Assist in providing school-based security during the regular school day; assist in the promotion of a safe and orderly environment at the assigned schools. The SRO shall not act as a disciplinarian; however, the SRO may assist the school with discipline problems and, if the problem or incident is a violation of the law, will determine whether law enforcement action is appropriate.

- Investigate crimes or other school-related incidents on campus and in the surrounding neighborhoods, making arrests when appropriate, and making the necessary notifications to parents, school staff and social service agencies.
- Assist in mediating disputes on campus, including working with students to help them solve disputes in a non-violent manner.
- Participate in school staff meetings, PTA presentations, and other parent involvement programs.
- Perform other duties as mutually agreed upon by the principal and the SRO provided the duty is legitimately and reasonably related to the SRO program as described in the Agreement and is consistent with Federal and State law, local ordinances, Department and District policies, procedures, rules and regulations.

#### VI.

In return for the City providing SRO services, the School District will:

- Provide private office space within assigned schools that is properly lighted, with a telephone, to be used by the SRO for general office purposes.
- Equip with office with a 4-drawer locking cabinet, desk, chair, and reasonable office supplies.

#### VII.

Both parties understand and agree that the City is acting hereunder as an independent contractor, with the following intended results:

- Control of personnel, standards of performance, discipline and other aspects of performance shall be governed entirely by the department.
- All persons rendering services hereunder shall be for all purposes employees of the City.
- All liabilities for salaries, wages, any other compensation, and work related injury or sickness shall be that of the City.

Both parties understand and agree that the school district retains its legal responsibility for the safety and security of the school district, its employees, students and property and this Agreement does not alter that responsibility.

#### VIII.

The City will protect, defend, indemnify, and hold harmless the School District, its officers, employees and 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 City, its officers, employees or agents. The School District will protect, defend, indemnify and safe harmless the City, its officers, employees and 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 City, its officers, employees or agents.

#### IX.

Both parties understand that no significant impact on the environment will result from services rendered hereunder.

This Agreement expresses the entire agreement of the parties and may not be altered or modified in any way unless such modifications are reduced to writing, signed by both parties and affixed to the original Agreement.

This Agreement may be terminated only after sixty (60) days written notice received by one party, given by the other. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.

As evidence of their Agreement, both parties, through their authorized agents, having read and understood the above and foregoing, and with the intent to be bound hereby, hereby execute this Agreement on the date last entered below.

NORTHSHORE SCHOOL DISTRICT

CITY OF WOODINVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Approved as to form:

\_\_\_\_\_

City Attorney