

RESOLUTION 2015 - 48



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; and

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

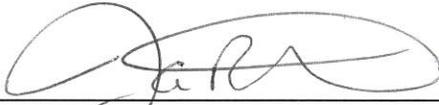
**WHEREAS**, the City Council of the City of Sunnyside and School District have found and determined that such School Resource Officer program is in the best interests of residents of the City of Sunnyside and School District, and will promote the general health, safety and welfare, and that such Interlocal 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 27<sup>th</sup> day of July, 2015.

  
\_\_\_\_\_  
JAMES A. RESTUCCI, MAYOR

**ATTEST:**

  
\_\_\_\_\_  
DELILAH SAENZ, CMC, CITY CLERK

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
KERR LAW GROUP, PLLC  
ATTORNEYS FOR THE CITY OF SUNNYSIDE

**INTERLOCAL COOPERATIVE AGREEMENT  
FOR SERVICES  
SCHOOL RESOURCE OFFICERS  
By and Between  
CITY OF SUNNYSIDE  
And  
SUNNYSIDE SCHOOL DISTRICT NO. 201**

**2015 – 2017**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 SROs) in the District. 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 officers 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.

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**AGREEMENT**

**ARTICLE I**

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

**ARTICLE II**

**OBLIGATION OF THE CITY:** 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.

The City shall provide law enforcement officers to serve as SROs, as follows:

- (A) **Provision of an SRO:** The City shall equip and assign 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.

- (B) **Selection and appointment of the SRO(s):** The Chief of Police or his designee, in consultation with the Sunnyside School District superintendent or designee/s, shall choose the officers to be assigned to the SRO program 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

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reflected. The SRO should sincerely want to work with staff and students of the particular school in which the SRO is assigned.

(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.

(6) The chief of Police shall establish a selection process that ensures equal opportunity for all applicants for the position of SRO. An assessment shall be done at least every two years. The district will assist in the development of the selection process. The Chief has ultimate authority in the final process.

a) The District shall assign at least one member of its staff to participate in the assessment of candidates.

b) Upon completion of the assessment a list of qualified applicants shall be created. The list will be forwarded to the Chief for review and consideration.

c) The chief shall choose from the top three candidates for any open position.

d) The list shall be effective for two school years.

e) All appointments shall be for a two year term.

f) In the event that an opening occurs during a school year, and there are no qualified applicants remaining on the list, a new assessment will commence and a new list shall be created. The list shall be valid for two school years plus the remainder of the current school year in which a vacancy occurs.

(C) Regular School Duty: The SRO shall 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. The SRO will be afforded opportunities to take off for sick leave and vacation. 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:

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- (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 training 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 by conducting investigations and working with other police agencies.
- (10) Make referrals to social agencies as appropriate.
- (11) Wear official police uniforms; 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.

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(16) Coordinate with other Department, City, and youth services providers 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.
  - (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 networks.
- (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

**COORDINATION OF SCHOOL RESOURCES**

A. The District shall identify all school liaison and security personnel for each school

B. The district will provide training to all personnel pertaining to the purpose and authority of the SRO

**ARTICLE IV**

**DISCIPLINE OF STUDENTS AND STAFF:** Responsibility for enforcement shall be as follows:

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

**ARTICLE V**

**DISCIPLINE OF THE SRO:** The SRO is an employee of the city of Sunnyside and is protected under a collective Bargaining Agreement (CBA) between the city and the Police Guild. The City shall be responsible for the discipline of the SROs. The district shall have no supervisory authority over the SROs.

All complaints levied against an SRO shall be reported to the Chief of Police in a timely manner. The chief will cause the matter to be investigated and the Chief shall discipline the employee as he or she deems necessary and fit under the terms of the CBA and City personnel policy.

**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

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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 VI**

**COMPENSATION:** This agreement shall be in effect August 31, 2015 and shall terminate July 31, 2017. In consideration of services provided herein, the District shall pay to the city an amount equal to \_\_\_\_\_ percent (\_\_\_%) of all costs associated with each SRO. Such payment shall be made in 12 monthly installments. The city shall invoice the District each month for services rendered during the preceding month. The actual expenses shall include:

- Salary
- Benefits
- Overtime associated with school activities and SRO duties
- Vehicle expenses, including purchase and mileage
- Required training
- Equipment and supplies

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**

**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 X**

**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 (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 XI**

**TERM:** The term of this agreement shall be for two years commencing August 1, 2015 and ending on July 31, 2017. This agreement will automatically renew for successive one year terms, until either party exercises its right to terminate the agreement as prescribed in Article XIII.

**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.

EXHIBIT "A"

**CITY OF SUNNYSIDE**

**SUNNYSIDE SCHOOL DISTRICT NO. 201**

By: \_\_\_\_\_  
DONALD D. DAY  
CITY MANAGER

By: \_\_\_\_\_  
DR. RICHARD COLE  
SUPERINTENDENT

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT "A"

ATTEST:

By: \_\_\_\_\_  
DELILAH SAENZ, CMC  
CITY CLERK

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

APPROVED AS TO FORM:

\_\_\_\_\_  
KERR LAW GROUP, PLLC  
ATTORNEYS AT LAW