

RESOLUTION NO. 1662

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE,
PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH
THE FIFE SCHOOL DISTRICT FOR SCHOOL RESOURCE
OFFICER SERVICES

WHEREAS, the City of Fife and the Fife School District have the power, authority and responsibility to provide security services within their respective jurisdictions and facilities; and

WHEREAS, since the 2008-2009 school year the City has provided the services of one police officer, known as a School Resource Officer ("SRO"), stationed at Fife High School and serving the District's schools located within the City's corporate boundaries, in accordance with the Interlocal Agreement between City of Fife and the Fife School District for School Resource Officer Services dated August 26, 2008, as amended (the "2008 ILA"); and

WHEREAS, the City has applied for a grant from the U.S. Department of Justice, Community Oriented Policing Services (COPS) grant program, to help fund the SRO position; and

WHEREAS, in order to be awarded the grant, it is necessary for the parties to replace the 2008 ILA with an updated agreement; and

WHEREAS, the District and the City believe that the services rendered by an SRO have enhanced school security and benefited public safety, and wish to continue the SRO program; and

WHEREAS, the City is willing to assign a police officer to serve as an SRO as set forth herein, subject to the District's commitment to reimburse the City for half the costs of maintaining such position; and

WHEREAS, this Agreement is specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington.

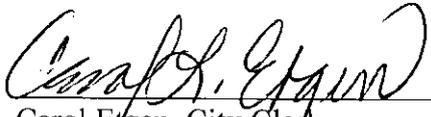
BE IT RESOLVED that the Fife City Council hereby authorizes the City Manager to execute the Interlocal Agreement between City of Fife and the Fife School District for School Resource Officer Services substantially in the form attached hereto as Exhibit A. The City Manager is authorized to make non-material changes to the Agreement prior to signing.

ADOPTED by the City Council at an open public meeting held on the 12th day of May, 2015.



Tim Curtis, Mayor

Attest:



Carol Egen, City Clerk

**EXHIBIT A TO
RESOLUTION 1662**

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF FIFE AND
THE FIFE SCHOOL DISTRICT
FOR SCHOOL RESOURCE OFFICER SERVICES**

1. Date and Parties. This agreement, for reference purposes only, is dated the ____ day of May 2015, and is entered into between the City of Fife (hereinafter "Fife") and Fife School District No. 417 (hereinafter the "District") under authority of the Interlocal Cooperation Act (Chapter 39.34 RCW) and the laws governing non-charter code cities.

2. Recitals.

2.1 The City and the District have the power, authority and responsibility to provide security services within their respective jurisdictions and facilities; and

2.2 Since the 2008-2009 school year the City has provided the services of one police officer, known as a School Resource Officer ("SRO"), stationed at Fife High School and serving the District's schools located within the City's corporate boundaries, in accordance with the Interlocal Agreement between City of Fife and the Fife School District for School Resource Officer Services dated August 26, 2008, as amended (the "2008 ILA"); and

2.3 The City has applied for a grant from the U.S. Department of Justice, Community Oriented Policing Services (COPS) grant program, to help fund the SRO position; and

2.4 In order to be awarded the grant, it is necessary for the parties to replace the 2008 ILA with an updated agreement; and

2.3 The District and the City believe that the services rendered by an SRO have enhanced school security and benefited public safety, and wish to continue the SRO program; and

2.4 The City is willing to assign a police officer to serve as an SRO as set forth herein, subject to the District's commitment to reimburse the City for half the costs of maintaining such position; and

2.5 This Agreement is specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington.

3. Provision of School Resource Officer Services. Commencing on the first day of the 2014-2015 academic school year and thereafter during the term of this Agreement, the City shall provide 30 hours of School Resource Officer ("SRO") services (collectively referenced as "Services") per standard work week. The SRO shall be stationed at Fife High School and shall primarily serve Fife High School, but shall also serve the District's other facilities located within

the City on an “as needed” basis. Services are more fully described in Exhibit “A,” attached hereto and incorporated by this reference. The City shall have the sole discretion as to the staffing, equipment, uniform, and supplies that will be necessary and used by the SRO, and shall be the sole judge as to the most appropriate, efficient, and effective manner of handling and responding to calls for Services or the rendering thereof, and criminal matters or investigations. The SRO will remain an employee of the City. The delivery of Services, the standards of performance, the discipline of officers, the supervision of the SRO and any other City personnel, and other matters incidental to the performance of the Services, shall remain under the control of the City.

4. Salary and Overtime. The District shall not assume any liability for the direct payment of any salaries, wages, or other compensation to an SRO performing the Services provided hereunder. The City shall be responsible for any cost of overtime as authorized by the chain of command of the SRO for work not covered within the scope of Services defined in Exhibit A.

5. Term. This Agreement shall be effective for a three school-year term, beginning on the first day of the 2014-2015 academic school year and ending on the last day of the 2016-2017 academic school year. Following expiration of the initial three year term, this Agreement shall automatically be extended for additional one year terms thereafter, unless a notice of cancellation is provided by one party to the other a minimum of 60 days prior to the end of the then-current academic school year.

6. Payment for Services. The District will pay the City \$52,275 for the 2014-2015 academic school year for the services provided herein. The yearly payment is intended to represent approximately 50% of annual cost, including benefits, for maintaining an SRO position. Payment for each subsequent year shall be increased by the same percentage rate over the previous year as the SRO receives for wages under the City’s collective bargaining agreement. Charges will be billed in four quarterly installments. The District shall remit payment to the City within thirty (30) days after receipt of a quarterly invoice. The Finance Directors for each party are authorized to modify this payment schedule and process by subsequent mutual agreement, provided such understandings or modifications shall be in writing. In addition, the City and the District shall share equally the cost of any training received by the SRO that is specific to SRO services. Training and the estimated cost thereof shall be agreed by the City and District in advance.

7. Office Space and Equipment. The District shall provide adequate office space, equipment (including desk, chair, files, printer, etc.) and office supplies for the SRO.

8. Emergency Situations. During days when school is in session, the SRO will not be assigned to duties other than those set forth herein, except for required Departmental training or in response to emergency conditions, as determined by the sole discretion of the Chief of Police, that necessitate the response of additional police personnel.

9. Indemnification.

9.1 The District agrees to indemnify and hold the City, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the District, its elected officials, officers, employees, agents, and volunteers or by the District's breach of this Agreement.

9.2 The City agrees to indemnify and hold the District, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the City, its elected officials, officers, employees, agents, and volunteers or by the City's breach of this Agreement.

10. Compliance with Laws. This Agreement shall be subject to all applicable laws, rules, and regulations of the United States of America, State of Washington, and the City of Fife. Additionally, the District acknowledges and agrees that the Services rendered hereunder may be affected by provisions of the collective bargaining agreement between the City and the union representing the SRO. Should any such authority effectively prevent the performance of the obligations set forth herein or otherwise materially interfere with the achievement of the purposes of this Agreement, either party may terminate this Agreement upon 30 days written notice to the other.

11. Modification. Either party may, in writing, request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties and affixed to this Agreement.

12. Venue and Governing Law. In the event of litigation arising out of the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington, County of Pierce. This Agreement shall be governed by the law of the State of Washington.

13. Confidentiality. Laws involving confidentiality govern both the District and the City. Both the District and the City agree that its employees, subcontractors, and others shall maintain the confidentiality of all information provided by the other to the extent authorized to do so by the laws governing each. The federal Family Educational Rights and Privacy Act governs the District and the City understands that this act and other state and federal laws will restrict the issuance of certain information to the City. The District likewise understands that certain intelligence and law enforcement information is to remain confidential and in the sole control of the City. Each agency agrees to respect the requirement imposed on the other and in the event of

any judicial action being taken to promptly notify the other of any attempt to seek disclosure of information.

14. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

City: Subir Mukerjee
City Manager
5213 23rd St. East
Fife, WA 98424

District: Kevin Alfano
Superintendent
5802 20th Street East
Fife, WA 98424

15. Contract Administration. The parties do not by this Agreement create any separate legal or administrative entity. The City Manager is the chief administrative officer for the City, and he or his designee shall be responsible for working with the District, through its Superintendent, or his designee, to administer the terms of this Agreement. The parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

16. Severability. If any term or condition of this Agreement or the application thereof to any persons(s) or circumstances is held to be unconstitutional or invalid, such invalidity shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect. The terms and conditions of this Agreement are declared severable.

17. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

18. No Waiver. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

19. Entire Agreement. This Agreement replaces and supersedes the Interlocal Agreement between City of Fife and the Fife School District for School Resource Officer Services dated August 26, 2008, as amended. This written Agreement represents the entire agreement between

the parties and supersedes any prior oral statements, discussions, or understanding between the parties.

20. Counterpart Originals. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Signature Authority.

21.1. The City Manager was authorized to execute this agreement by resolution of the City Council adopted on the _____ day of May 2015 at a regularly scheduled Council meeting.

21.2 The School Superintendent was authorized to execute this agreement by motion of the Fife School Board as adopted on the _____ day of May 2015 at a regularly scheduled School Board meeting.

CITY OF FIFE

FIFE SCHOOL DISTRICT

Subir Mukerjee
City Manager

Kevin Alfano
Superintendent

Approved as to form:

Approved as to form:

Gregory F. Amann
Assistant City Attorney

Attorney for Fife School District

Exhibit "A"

PROGRAM GOAL:

To reduce crime and improve security in the schools.

To improve the quality of education in school.

PROGRAM BENEFITS:

The SRO Program should help reduce crime in the schools and community. It will do so by intervening earlier in the delinquency pattern as well as offering students a positive role model. The physical security of the schools will be improved. This will result in a safer environment for students and faculty. The SRO will improve the liaison between students and faculty and the City Police Department. Overall, the relationship between the schools, staff, students, the City Police Department, and the community will improve.

SRO DUTIES:

1. Patrol Fife High School and surrounding areas to identify, investigate, deter and prevent crimes, especially incidents involving drugs, gang involvement, weapons, youth violence, harassment or similar activities. Patrol other District facilities within the City on an "as needed" basis.
2. Provide a gang and drug education program to school staff and students.
3. Provide specialized training to school staff and students designed to improve security in the school. Topics, for example, can include drug and gang identification, stranger awareness, sexual predators, crime prevention, and safety presentations, etc.
4. Provide advice to School District personnel on law enforcement issues. Officers will assist in suggesting solutions to security problems that arise in the School District.
5. Assist School District personnel in the identification of/and behavior modification of behaviors not conducive to a positive school environment and assist in law enforcement and security-related problem resolution.
6. Handle traffic complaints involving students on district properties and immediately adjoining areas.

7. Work with School District security personnel on matters of mutual concern and provide them with training to enhance school safety.
8. Work flexible or adjusted shifts when necessary and permissible by labor Agreement to accommodate evening meetings, presentations or other classes involving the SRO.
9. Attend Fife Police Department training as required.
10. SROs generally will not take any vacation during periods in which school is in session. If this should occur, the City agrees to make reasonable efforts to assign other officers to provide SRO Services in the regular officer's absence.
11. The SRO shall comply with and be subject to the Fife Police Department's operating policies and personnel policies.
12. The SRO shall not be responsible for the administration of student discipline. The administration of student discipline shall be the duty of the District.