

RESOLUTION NO. 822

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE
APPROVING AN AGREEMENT BETWEEN THE CITY AND UNIVERSITY PLACE
SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER**

WHEREAS, since shortly after incorporation, the City and the University Place School District have partnered in a School Resource Officer (SRO) program which places a police officer in schools during the school year; and

WHEREAS, in many jurisdictions, including University Place, assigning an officer to schools has many benefits, including addressing and deterring criminal conduct in schools, dealing with custody issues which occur in schools, and generally significantly reducing the need for patrol officers to respond to calls for service from schools, particularly high schools, which can generate a significant number of police calls; and

WHEREAS, to maximize the effectiveness of our patrol shifts, the SRO's school focus is very valuable in addressing most school calls and allowing patrol shifts to focus on other matters; and

WHEREAS, the proposed Agreement with the U.P. School District provides that the City's Police Department will be allowed to utilize the SRO to supplement the City's patrol shift as necessary during the school year; and

WHEREAS, because of this right to utilize the SRO as a patrol officer, the City and School District split the cost of the SRO; and

WHEREAS, the City Council and the City and School District administrations believe continuing the joint SRO program is in the best interests of the community,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

Section 1. Incorporation. The recitals are hereby incorporated herein as if set forth in full.

Section 2. Agreement Approved. The Agreement with University Place School District for a School Resource Officer is hereby approved.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption by the City Council.

ADOPTED BY THE CITY COUNCIL ON NOVEMBER 21, 2016.


Javier H. Figueroa, Mayor

ATTEST:


Emelita Genetia, City Clerk

APPROVED AS TO FORM:


Steve Victor, City Attorney

**CITY OF UNIVERSITY PLACE AND UNIVERSITY PLACE SCHOOL DISTRICT
SCHOOL RESOURCE OFFICER AGREEMENT**

THIS AGREEMENT is made by and between the City of University Place "City," and the University Place School District "School District."

RECITALS:

- A. The City and School District agree that the placement of a police officer within schools during the school year is effective in promoting community safety.
- B. For more than ten years, the City and School District have worked together to establish and maintain a successful School Resource Officer (SRO) program.
- C. After reviewing and revising the SRO program, the City and School District find it in their best interest to continue the program through this Agreement.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City and School District agree to continue the SRO program which involves the assignment of one Police Officer (the SRO) within the schools. The services provided by an SRO are described in Addendum A, attached. The City contracts separately with Pierce County for Police Services. The SRO will be a part of the University Place Police contingent under the City's contract with Pierce County. The SRO will remain an employee of Pierce County.
2. The delivery of SRO services, standards of performance, discipline of officers, supervision and control of SRO personnel, and other matters incidental to the performance of such services shall remain under the control of the City and shall be governed by the Contract, and its amendments, between the City and Pierce County for police services.
3. The City, through its contract with Pierce County, shall furnish and supply all labor, supervision, equipment, training and supplies, necessary for the SRO.
4. The School 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. Any overtime for the SRO requested by the School District will be billed to the School District by Pierce County at the County's actual costs for overtime. Off-duty employment agreements shall be between the School District and the SRO. Except as otherwise specified herein, the School District shall not be liable for compensation for wages or indemnity to any Pierce County employee for injury or sickness arising out of his/her employment under this Agreement.
5. Unless sooner terminated as provided for herein, this Agreement shall be effective September 1, 2016 to June 30, 2017. At the option of the City and the School District, this Agreement may be renewed by mutual written agreement.
6. The School District will participate in funding one (1) SRO for the duration of this Agreement in the amount of \$60,210, to be billed in ten monthly installments. The School District acknowledges that its portion of the cost of the SRO, as set forth above, is based on 50% of the total cost of the SRO for three quarters (¾) of the year (school year).
7. The City will invoice the District monthly for SRO services. The District shall remit payment to the City within thirty (30) days after receipt of an invoice.
8. In the City's discretion, the SRO may be assigned to staff patrol or necessary training on days when school is in session, with no adjustment in cost allocation between the parties.

9. As part of its compliance with all applicable laws and regulations relating to employee hiring, the parties agree that the County Civil Service Rules which prohibit discrimination on the basis of non-merit factors, shall for purpose of this Agreement, be read and understood by the School District. Furthermore, this Agreement shall be subject to all laws, rules, and regulations of the United States of America, State of Washington, the County of Pierce, and the City of University Place.

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

11. The City or the School District may terminate this Agreement in whole or in part whenever the City or the School District determines, in its sole discretion that such termination is in the best interests of the City or the School District. An equitable adjustment in the contract price will be made so that the School District pays only for the period in which service was provided. Termination of this Agreement by the City or School District at any time during its term, whether for default or convenience, shall not constitute a breach of contract by the City or School District. Each party agrees to give the other at least 30 days' prior written notice if it intends to terminate this Agreement.

12. In the event of litigation arising out of the construction or interpretation of any of the terms of this Agreement, the venue of such litigation shall be in the courts of the State of Washington, with venue in Pierce County. This Agreement shall be governed by the laws of the State of Washington.

13. Differences between the School District and the City arising under and by virtue of the contract documents, shall be brought to the attention of the City or School District at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

14. Laws involving confidentiality govern both the School District and the City. Both the School 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 Buckley Act governs the School 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 School District likewise understands that certain intelligence 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.

15. The School District agrees to defend, indemnify and save harmless the City, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officials or employees for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the School District, its subcontractors, its successor or assigns, or its or their agent, servants, or employees, the City, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the City, its appointed or elected officials or employees. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.

16. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the School District to the City of University Place, Attention: City Manager, 3715 Bridgeport Way W. University Place, WA, 98466. Notice may be given by delivery to the City Clerk or by depositing in the US mail, first class, postage prepaid.

17. Except as set forth elsewhere in the agreement, for all purposes under this Agreement, except service of process, notice shall be given by the City to the Superintendent of the University Place School District, 3717 Grandview Drive W, University Place, WA 98466. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

18. If any term or condition of this Agreement or the application thereof to any persons(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given without the invalid term, condition, or application. The terms and conditions of this Agreement are declared severable.

19. 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.

20. This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions, or understanding between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

UNIVERSITY PLACE SCHOOL DISTRICT

CITY OF UNIVERSITY PLACE

By: _____

Print name
Title

By: _____
Stephen P. Sugg, City Manager

Approved as to form:

Steve Victor, City Attorney

City of University Place

School Resource Officer Contract

Exhibit A

Program Goal:

The goals of the School Resource Officer (SRO) Program are:

- To improve the relationship between University Place Police and the University Place School District
- To promote and facilitate a reduction in crime and improve security at all eight UPSD schools and administration sites.
- To improve the quality of education in University Placed School District by providing support for school safety and security.
- To alleviate pressure on City police operations in the city by providing a dedicated staff person to handle crime and nuisance issues in and around UPSD schools.

Program Benefits:

The SRO Program should help reduce crimes in the schools and in the community. It will do so by intervening earlier in the delinquency pattern as well as offering a positive role model. The physical security of the schools will also be improved. The SRO will serve as a liaison between the University Place Police Department and school administrators, staff, parents and students in the University Place School District.

SRO Duties:

- Conduct preliminary investigations of crimes that have occurred on or off campus involving students from any school district and are reported at UPSD schools.
- Assist the University Place Police in conducting follow up investigations involving students of the University Place School District.
- Coordinate or provide training to school staff and students, upon request. Topics may include, but are not limited to, dangers of drug use (including marijuana), personal safety, cyber safety, overall crime prevention and emergency response.
- Provide assistance to all UPSD personnel on law enforcement concerns and assist with providing a solution.
- Maintain a close working relationship by sharing school information with other UPPD personnel on matters of mutual interest.
- Assist UPSD to identify safety issues and help resolve problems related to student behavior, safety concerns and security problems.

- Handle traffic complaints involving UPSD traffic problems and intervention with any problem student drivers, both on and off school property.
- Work with UPSD personnel on matters of concern and provide them with training to enhance school and personal security.
- Develop mentor relationships with students when possible
- Work flexible or adjusted shifts to accommodate school related events; evening meetings, presentations, athletic events, etc.
- SRO's will avoid vacation when school is in session and plan to take vacation when the schools are on break or outside of the school year.
- Work with schools to engage parents and students on ways to creatively and proactively address juvenile nuisance and criminal issues.
- Liaison with UPSD Director of Safety and Operations for districtwide disaster preparedness.
- Support UPSD administrators and families to resolve custody issues and parenting plan conflicts that impact a student's education.
- Assist UPSD administrators in their efforts to increase student attendance and decrease truancy
- Serve as a liaison with the court system and neighboring police departments as needed.
- Provide assistance to UPSD related to school security technology, procedures, training and response.
- Attend trainings related to SRO work with approval from the Chief of Police (?)

School Duties:

- Collaborate with UP Police on "early out" days to minimize impact of these early releases on the UP community
- Collaborate with city, county and regional groups to promote emergency preparedness. Provide the SRO with access to all UPSD sites.
- Provide the SRO with student and family information, as appropriate, to assist in the resolution of safety and/or criminal issues.
- Meet quarterly with the SRO and UP Police officials to discuss student health and safety concerns and other community problems involving youth, families and/or schools.