

City of Blaine
Request for Council Action
Meeting Date: December 10, 2018

Subject: School Resource Officer (SRO) Interlocal Agreement and Memorandum of Understanding (MOU) between the City of Blaine and the Blaine School District.

Department: Finance & Police

Prepared By: _____
(Digital Signature)

Agenda Location: Consent Agenda Council Action Unfinished Business

Attachments:

1. SRO Interlocal Agreement
 2. SRO Memorandum of Understanding
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Background/Summary:

The City has been providing part-time (20 hours per week) SRO services to the School District since 2014. However, the City and the School District desire to expand the SRO program. The Memorandum of Understanding (MOU) and the Interlocal Agreement reflect the expanded role of the program. The start date of the expanded role will be January 2019. The MOU sets forth the expanded expectations, roles, and responsibilities of the City and the School District in administering the SRO program. Under the new arrangement, 75% of the SRO time will spent on the school campus during the school calendar year. The Interlocal Agreement reflects the School District's agreement to pay 75% of the annual SRO program budget as well as 75% of the one-time cost of the acquisition of a SRO police vehicle.

The School District's board approved the MOU and the Interlocal at its regular meeting on November 26, 2018.

Budget Implications: Current Budget New Budget Request Non-Budgetary

The police officer position dedicated to the SRO program is budgeted in the 2019 budget. The School District has agreed to pay for 75% of the SRO program costs, including the officer's salaries and benefits, as well as 75% of the purchase of a police vehicle to be used for the SRO program.

Recommendation:

Staff recommends that City Council authorize the City Manager to sign the 5th amendment to the interlocal agreement between the Blaine School District and the City of Blaine for a SRO program, and the MOU between the Blaine School District and the City on the operational protocols of the SRO program.

Reviewed By:

City Manager _____ Finance Director _____ City Clerk _____
(Digital Signature) (Digital Signature) (Digital Signature)

**AMENDMENT NO. 5 TO
INTERLOCAL AGREEMENT BETWEEN BLAINE SCHOOL DISTRICT AND THE
CITY OF BLAINE FOR A SCHOOL RESOURCE OFFICER PROGRAM**

This Amendment No. 5 to the Agreement is entered into this 26th day of November 2018 by and between Blaine School District 503, a Washington State municipal corporation (“District”) and the City of Blaine, a Washington State municipal corporation (“City”), as of the last date written below for the purpose of renewing the Interlocal Agreement. In consideration of the terms and conditions set forth herein, the parties agree as follows:

I. TERM

- a) This Amendment renews with mutual consent of both parties the Interlocal Agreement, dated March 4, 2014, for the School Resource Officer Program for another school calendar year 2018-2019.

II. CITY RESPONSIBILITIES

- a) The City shall provide a full-time SRO to conduct School Resource services and activities for the District during the school year that the District’s schools are in regular session.
- b) The SRO will be temporarily re-assigned by the Blaine Police Department during school holidays and vacations or during such other times as police emergencies may require his/her absence from the SRO assignment.

III. DISTRICT RESPONSIBILITIES

- a) District shall reimburse the City 75% of total ongoing annualized budget of the SRO program, which include salary, benefits, uniform allowance, safety equipment, training, communication (phone, radio, etc.), and vehicle fuel and maintenance. The District agrees to pay the sum of \$89,211 (eighty-nine thousand two hundred eleven), which is 75% of the total ongoing costs.
- c) The District shall reimburse the City 75% of the one-time cost of the acquisition of a police vehicle that will be in service for the SRO program.

IV. INVOICING

- a) The District will compensate the City within thirty (30) days of receipt of a properly executed invoice.
- b) The City will submit claims monthly after the start of the school calendar year.
- c) The City will invoice the District 75% of the actual cost of the one-time purchase of a police vehicle.
- d) At the end of each calendar year, the City will conduct a true-up or reconciliation of actual costs to budget of the SRO program. Based on the 75% share, any actual costs

that are above the budget will be billed to the District. Actual costs below budget will be refunded to the District.

All other terms and conditions of the Agreement shall remain in full force and effect until termination of the Agreement by either party.

IN WITNESS WHEREOF, the parties have executed this Amendment.

BLAINE SCHOOL DISTRICT

CITY OF BLAINE


Ron Spanjer, Superintendent

Michael Jones, City Manager

11.26.18
DATE

DATE

**MEMORANDUM OF UNDERSTANDING BETWEEN BLAINE SCHOOL DISTRICT
AND THE CITY OF BLAINE ON THE OPERATIONAL PROTOCOLS OF THE
SCHOOL RESROUCE OFFICER PROGRAM**

This agreement is made and entered into this _____ day of December, 2018 by and between the Blaine School District (hereinafter referred to as the “District”) and the City of Blaine (hereinafter referred to as the “City”).

The purpose of this document is to facilitate a clear understanding of the operational protocols (i.e. roles, duties, and responsibilities) of the School Resource Officer (SRO). This Memorandum of Understanding (MOU) is being set forth with full recognition that the agreement and document must be a living policy to allow for program evolution and provide for some City and District variances, needs and future changes. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and provide consistency between officers, schools, principals, and district administrators.

This MOU outlines SRO operational protocols only. All financial considerations were discussed and agreed upon in **AMENDMENT NO. 5 TO INTERLOCAL AGREEMENT BETWEEN BLAINE SCHOOL DISTRICT AND THE CITY OF BLAINE FOR A SCHOOL RESOURCE OFFICER PROGRAM.**

Now, therefore, in consideration of the mutual promises and covenants contained herein, the District and the City hereby agree as follows:

- The term of this agreement shall commence on January 2, 2019, and extend through the end of the 2018-2019 school year.
- The City of Blaine Police Department shall assign one regularly employed police officer to provide on a rotating and random basis SRO functions in the following schools: Blaine Primary School, Blaine Elementary School, Blaine Middle School, and Blaine High School.
- The SRO shall be assigned to the Blaine School District or other school facilities as the parties hereto may agree to from time to time, on a full time (8 hour) basis on those days during the school year that the school is in regular session. The SRO will be temporarily re-assigned by the Blaine Police Department during school holidays, emergency closures (inclement weather), and vacations or during other times as police emergencies may require their absence from the SRO assignment. The SRO’s work hours will coincide with school business hours, typically 7:30 am to 3:30 p.m.
- Every attempt will be made to schedule the SRO’s vacations around the District’s official holidays and/or vacations. This consideration does not apply to family emergencies and/or other unforeseen personal predicaments that would normally be granted by the Blaine Chief of Police to a regular patrol officer.
- The Blaine Police Department will supervise and coordinate the SRO program in concert with the District. The SRO remains in the Blaine Police Department’s chain of command. The current principal or their designee will serve as the point of contact for

their school. The Chief of Police or their designee will serve as the point of contact for the City.

- Each month the SRO will submit their work schedule to the superintendent, school principals, and the Chief of Police. Final approval of that schedule will be made in concert with those aforementioned entities. The SRO will be expected to be present at selected extracurricular activities, therefore, will have the option to request flextime to cover these hours or seek approval from a supervisor for overtime compensation. Since the overtime budget is strictly regulated it must be approved by the Blaine Police Department's Command Staff.
- It is understood and agreed that time spent by the SRO attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.
- The SRO will routinely wear an approved uniform that meets Blaine Police Department's uniform standard. The SRO will be armed with a Department-authorized duty weapon at all times while on duty.
- There will be times when the SRO participates in a school-related field activity where the donning of a duty weapon is not appropriate. In those cases the SRO will store the weapon in his locked patrol vehicle. When a permanent school office is established, the SRO will be provided with a gun locker for weapon storage.
- Weapons will only be stored in the school gun locker while school is in session. The SRO shall not keep their duty weapon in the gun locker over the weekend, on official holidays, school breaks and vacations.
- The SRO is expected to attend all training, meetings and appointments assigned by the Blaine Police Department. It is recognized that some of these commitments will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The SRO shall strive to keep the school principals or their representative informed about their absences and/or activities as appropriate on a need to know basis.

Duties of the School Resource Officer: It is the purpose and intent of the SRO program to perform those services and programs identified herein, including but not limited to the following:

- Act as a specialized instructor for short-term programs at the schools at the direction of the school principals and in coordination with the principal and faculty members of the school.
- Coordinate all SRO activities and programs with the concerned principal and staff members.
- Provide a basic understanding of the federal, state, local laws and codes.
- Enlighten students on the ancillary roles of a police officer, some of which include the concept of community policing, the importance of mentorship, and the continued collaboration with public/private stakeholders.

- Encourage and participate in individual and small group discussions with the students. Topics will always focus on ways students and police can work together for the betterment of the community.
- Attend, at the request of the District, parent/faculty meetings to solicit support and understanding of the program from the community.
- Meet with students, parents, and faculty members relating to law enforcement and public safety issues, as available and necessary.
- Provide, in coordination with the District, referrals to agencies available to give assistance to students and their families.
- Assist the District in developing plans and strategies to prevent and/or minimize dangerous situations within the schools involving students, faculty, or staff.
- Conduct necessary police interviews and investigations within police policy in coordination with the District.
- Notify principal(s), when possible, of law enforcement actions taken or to be taken by SRO on the schools covered by this agreement.
- It is understood and agreed that the SRO is not to act as a school disciplinarian. It is not the purpose or function of the SRO to be used for regularly assigned lunch room duties, hall monitors, or other monitoring duties. However, if a principal or responsible staff member believes a crime has occurred; the principal shall notify the SRO who will assume responsibility for any investigative and enforcement action. The SRO will intervene in situations if it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm. In all other cases, the disciplining of students is the District's responsibility, and the SRO will take students violating the code of conduct to the principal where school discipline can be meted out.
- It is the goal of the Blaine Police Department and the District to keep the SRO on campus, focusing on school matters, as much as possible. Events may start as a school issue that can be handled by the SRO, however, once the matter crosses the threshold to a criminal case the SRO shall seek guidance from a Police Supervisor to determine if the case should be reassigned. Factors determining reassignment include length of investigation, complexity of assignment, amount of follow-up outside of school grounds, etc.
- It is important that all staff members in every school know that the SRO is a resource for them. That is why the SRO will rotate his patrol throughout the entire campus. Every school should be visited on a regular basis. However, it is understood that some schools will garner greater attention due to intelligence received by the SRO.
- Shall provide a detailed bi-weekly report to the Chief of Police on what activities, and/or events he participated in. This report will be used to determine the long-term strategic planning and also act as an evaluation of the SRO's performance.

Duties of the District: In support of the SRO program, the District shall provide a furnished office with a telephone for general business purposes, locking storage for files, a locking gun safe and access to a computer. The SRO will also be allowed unlimited

access to use the school database for school-related purposes. When the SRO wishes to use the school database for law enforcement purposes, prior approval will be obtained from the School Superintendent or a mutually-approved appointee. This approval will be documented on a SRO Information Request form and kept on file for up to one calendar year. (See Attachment)

Status of School Resource Officer: It is understood and agreed between the District and City that the SRO is a Blaine Police Officer and as such is an employee of the City of Blaine ~~and the District~~. Notwithstanding the efforts to coordinate the activities of the SRO with the principals and responsible staff members at the school, the SRO is a Blaine Police Officer and will be responsible to act in accordance with the direction provided by the Blaine Police Department.

Periodic Review of the SRO Program: It is the understanding of the District and the City that the SRO program benefits the community, the District and the students. For the SRO program to maximize effectiveness there needs to be an on-going review and coordination of the program between the District and the Blaine Police Department. To that end, the parties to this agreement are encouraged to meet and discuss the direction and effectiveness, including any changes in the scope of duties and responsibilities of the SRO program. The Blaine Police Department will coordinate with the District if there should be any replacement of the current SRO with another police officer. The District shall provide the City with timely, written documentation should a concern arise with the performance of the SRO and/or the overall effectiveness of the SRO program. This documentation will be used by the City and the District to make the appropriate changes. It is the interest of both parties that each will exercise good faith to see that SRO program is a successful and effective program for the community.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding.

ATTACHMENT: SRO Information Request Form

BLAINE SCHOOL DISTRICT

CITY OF BLAINE

Ronald C. [Signature]
BY

BY

Superintendent
TITLE

TITLE

11.26.18
DATE

DATE