

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: 2018-071 NKSD School Resources Officer Interlocal Agreement

CONFORM AS TO DATES & SIGNATURES

- Approved by the Mayor: _____
- Approved by the City Council: 9/5/18
- Completion: 6/30/2021
- Recorded: _____
- Certificate of Liability: _____

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

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- Department: Engineering
- Mayor
- Other: _____

Rhiannon Fernandez
City Clerk

9/13/18
Date

INTERLOCAL AGREEMENT BETWEEN
NORTH KITSAP SCHOOL DISTRICT
and
CITY OF POULSBO
for
THE SCHOOL RESOURCER PROGRAM

THIS AGREEMENT, made and entered into this 9 day of August, 2018 by and between the North Kitsap School District, hereinafter referred to as NKSD, and the City of Poulsbo, hereinafter referred to as the CITY, for the purpose of establishing a School Resource Officer (referred to herein as SRO) program on NKSD campuses. In consideration to the terms and conditions set forth herein, the parties agree as follows:

ARTICLE I

PURPOSE. The purpose of this agreement is for the City to implement a SRO program on the NKSD campuses. The SRO program will encourage more cooperation between police officers and youth, aid in reducing juvenile crime through counseling and teaching about the criminal justice system and provide other law enforcement and related services as described in this agreement.

ARTICLE II

OBLIGATIONS OF THE CITY. The City shall provide a SRO as follows:

- (A) Provision of a SRO. City agrees to assign a SRO on a full-time basis to the NKSD during the regular school year (does not include the summer school term, winter break, or spring break). Full-time basis shall mean an assignment of eight hours per day during regularly scheduled school hours less any scheduled vacation time, sick time, training time, court time, or any other police related activity, including any emergencies such as civil disasters. The SRO will not take vacation while school is in session unless approved by the CITY. *In the event that vacation is granted, the City will assign another officer to fulfill the duties of the SRO, while the SRO is on vacation.* On scheduled workdays when school is not in session, the SRO will work as assigned by the City Police Department.
- (B) Selection of the SRO. City will select the SRO after consulting with NKSD. Factors which the CITY shall consider during the selection process include the following:
 - (1) The SRO must be capable of conveying a positive police presence on the school campus and community.
 - (2) The SRO must have the ability to be a positive resource to the school, staff, students, parents, and residents in the surrounding neighborhood.
 - (3) The SRO must agree to attend any necessary training schools or classes that are needed to increase his/her skills for the position.
 - (4) The SRO assignment vacancies will be filled in accordance with this Section and within department and collective bargaining agreements.
- (C) Duties of the SRO. The duties and responsibilities of the SRO include, but are not limited to the following:

- (1) Patrol North Kitsap School District within city limits of Poulsbo, Kinston High School, Kingston Middle School, David Wolfle Elementary, Hilder Pearson Elementary, Richard Gordon Elementary and Suquamish Elementary (with a valid Interlocal agreement between Kitsap County Sheriff, CITY and NKSD) and surrounding areas in order to identify, investigate, deter and prevent crimes, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs or similar activities, with priority given to the high schools;
 - a. *Providing patrol support to the schools outside of the Poulsbo city limits*
~~Kingston area schools will only be required until a School Resource Officer is in place from the Kitsap County Sheriff's Office~~
- (2) Act as a liaison between the NKSD administrators and the CITY;
- (3) Wear the official police uniform, including firearm, with civilian attire being worn on occasions mutually agreed upon by the school district, the SRO, and their immediate supervisor;
- (4) Establish and maintain a working rapport with the school administration and staff;
- (5) Assist in providing school-based security during the regular-school day and assist in promotion of a safe and orderly environment at NKSD. (The SRO, however, shall not act as a disciplinarian. If the SRO is confronted with a non-criminal violation such as a school rule violation, the SRO will assist only for providing security for the school staff member(s) charged with enforcing school rules. In the absence of an authorized school district employee, the SRO may refer the matter to school administration;
- (6) Assist in mediating disputes on campuses, including working with students to help them solve disputes in a non-violent manner;
- (7) Act as a resource person in the area of law-enforcement education at the request of staff, speak to classes on the law, search and seizure, drugs, motor vehicle laws, etc.;
- (8) Maintain an activity log to include all SRO activities such as meetings, conferences, extra-curricular activities, events, arrests, investigations, and training;
- (9) Provide a monthly report to CITY Police Department and the NKSD; and
- (10) Perform other duties as mutually agreed upon by the NKSD and the SRO, and the SRO's immediate supervisor 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; and CITY and NKSD policies, procedures, rules and regulations.

ARTICLE III

OBLIGATIONS OF NKSD. NKSD shall provide the following to the SRO's use:

- (A) A private-space, with sufficient lighting and heat, within the North Kitsap High School and Kingston High School to be used by the SRO for general office purposes;
- (B) Necessary office supplies, including but not limited to, a locking cabinet, a desk, and a phone;
- (C) A police parking space.

ARTICLE IV

SRO REMAINS CITY EMPLOYEE. The SRO shall remain an employee of the CITY and shall not be an employee of NKSD. The SRO shall remain responsible to the supervision and chain of command of CITY Police Department. CITY shall remain solely responsible for the SRO's hiring, discipline, or dismissal. Any allegation of improper

conduct shall be referred to the SRO's immediate supervisor, deputy police chief or directly to the Chief of Police.

ARTICLE V

OVERTIME. The SRO may not work overtime hours without the prior approval of CITY Police Department. Overtime work will be paid in accordance with CITY policies.

ARTICLE VI

REMOVAL OF SRO. In the event the NKSD administration has cause to believe the particular SRO is not effectively performing in accordance with this Agreement, the Superintendent may recommend in writing to CITY Police Department the SRO be removed from the program. Within ten business days after receiving the recommendations, the Superintendent or his/her designate will meet with the Chief of Police or his/her designee to discuss the recommendations. If the problem cannot be resolved to the satisfaction of both the Superintendent and the Chief of Police, or their designees, then the SRO shall be removed from the program and a replacement SRO will be selected in accordance with this Agreement. The selection process shall not exceed 30 days.

ARTICLE VII

FUNDING. In consideration of CITY's assignment of the SRO to NKSD, NKSD agrees to pay a percentage of the salary and benefits of the SRO. The percentage is as follows for the term of this Agreement: *62.5% for the 2018-2019 school year, 70.5% for the 2019-2020 school year, and 78.5% for the 2020-2021 school year.* Payments for the specific school year will be made in equal installments by December 31st and June 1st of each school calendar year.

The parties understand and acknowledge that the sums provided under this agreement do not completely fund the position of a full-time officer and the CITY reserves the right to assign the officer to other police functions in the event of an emergent need, including but not limited to civil unrest or natural emergency. By way of illustration and not limitations, the SRO could be called out in order to deal with a developing police emergency in Kitsap County, returning to NKSD at the conclusion of the emergency.

ARTICLE VIII

NO THIRD PARTY RIGHTS. The establishment of this program and the execution of this Agreement shall create no third-party rights. In particular, the parties agree by establishing this program that no past practice has been created with respect to duty assignment, the maintenance of the program, or to otherwise limit the management discretion of CITY Police Department under its collective bargaining agreement. This Agreement further shall not create any third-party rights to the officer assigned or any other officer of the Poulsbo Police Department, to the citizens of Poulsbo, or to any other person.

ARTICLE IX

INDEPENDENT CONTRACTOR STATUS OF PARTIES. The Parties acknowledge and agree that in the performance of this Agreement, they are acting as independent contractors and not as agents of each other, with the following intended results:

- (A) Control of personnel, standards of performance, discipline and other aspects of performance of the SRO shall be governed entirely by CITY;
- (B) All persons rendering services hereunder shall be for all purposes employees of the CITY;
- (C) All liabilities for salaries or wages or any other compensation shall be the responsibility of the CITY.

ARTICLE X

NKSD RESPONSIBILITY FOR SAFETY AND SECURITY NO SPECIAL RELATIONSHIP. Both parties understand and agree that NKSD 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. The parties do not intend to create any "special relationship" or "special duty" by entering into this agreement and the City of Poulsbo expressly disclaims any guarantee as to the safety or security of students, faculty, staff, and employees or other persons or property on NKSD campuses and makes no representations or warranties as to such safety or security by entering into this agreement. Specifically, the parties understand and agree that the City of Poulsbo has no greater duty with regard to the safety and security of students, faculty, staff, employees or other persons or property at NKSD campuses than it does with regard to the general public in providing law enforcement services thought the CITY.

ARTICLE XI

TERM AND TERMINATION. The Agreement shall be effective commencing the first official day of School in *September 2018 and expire the last day of school June 2021* unless mutually extended by the parties in writing. Upon expiration of the Agreement, all equipment furnished by the CITY shall remain the sole property of the CITY, and all facilities, office equipment, or material supports provided by the NKSD *remain the sole property of NKSD*. This Agreement may be terminated by NKSD or the CITY effective at the end of any school year, by giving to the other party notice of termination of least 60 days before the end of the school year.

ARTICLE XII

INTERVIEWS AND ARREST PRODEDURES. If the SRO plans to interview suspects or victims of crime, the SRO, to the extent practicable, will advise the Principal or his/her designee and work with the Principal or his/her designee to minimize disruption to the school and other students. NKSD employees will make parental notifications of such interviews in accordance with policy as established in NKSD regulations and applicable laws. The Principal or Principal's designees may request to be present while the SRO interviews a student. If permitted, the Principal or his/her designee will be present solely as an observer of the interview and not a participant therein. The presence of a NKSD employee at an interview of a student regarding a criminal matter shall make said employee subject to subpoena as a witness thereto. In the event the SRO arrests a student at a NKSD School, the SRO shall notify the Principal or his/her designee as soon thereafter as practical. *The SRO will work with the building administration to ensure that the proper restraint documentation is completed after the incident concludes.* In the event the arrested student is a juvenile, the CITY Police Department will notify the parents or

legal guardian pursuant to the CITY Police Department policy and procedure. NKSD may also make notification as may be necessary under its own guidelines.

ARTICLE XIII

RELEASE OF STUDENT INFORMATION. Upon request by the CITY Police Department, NKSD will provide directory information relating to its students, which is allowable under NKSD policy and State and Federal law and in accordance with "Attachment A".

ARTICLE XIV

POLICE REPORTS. The SRO shall not provide NKSD with police reports except as allowed by Washington State law and/or the CITY policies and procedures.

ARTICLE XV


GOOD FAITH. The Superintendent, the Chief of Police, and their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees prior to referring issues to the elected official of each party.

ARTICLE XVI

MOTIVATION. The document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and sign by all parties.



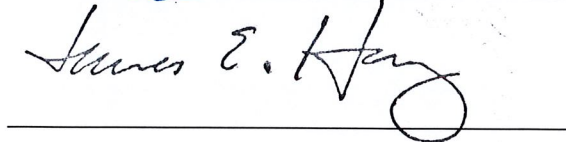
Dr. Laurynn Evans
Superintendent
North Kitsap School District



Ms. Becky Erickson
Mayor
City of Poulsbo



Ms. Rhiannon Fernandez
City Clerk
City of Poulsbo



Mr. James Haney
City Attorney
City of Poulsbo