



# MONROE CITY COUNCIL

## Agenda Bill No. 20-058

<b>SUBJECT:</b>	<i>Authorize the Mayor to sign the Termination of Interagency Agreement of the 2017-2020 School Resource Officer (SRO) Interagency Agreement Effective April 1, 2020</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
04/28/2020	Police	Jeffrey D. Jolley	Jeffrey D. Jolley	Consent Agenda #10

- Discussion:** 04/28/2020
- Attachments:**
1. Termination of Interagency Agreement
  2. Termination of Contract request
  3. SRO Agreement

**REQUESTED ACTION:** *Move to Authorize the Mayor to sign the Termination of Interagency Agreement of the 2017-2020 School Resource Officer (SRO) Interagency Agreement Effective April 1, 2020*

### POLICY CONSIDERATION:

*On March 23, 2020, Governor Inslee issued a “Stay Home” order known as Washington State’s “Stay Home, Stay Healthy” order as a response to the COVID-19 pandemic. As a component of the order the Governor also suspended sections of the Open Public Meetings Act. The order prohibits public agencies from holding in-person public meetings and taking any action that is not “necessary and routine” or related to the COVID-19 outbreak.*

*By statute, an interagency agreement may only be approved by the City’s governing body (the City Council). As a corollary to this principle, agreements of this type may also only be terminated by the City Council.*

### DESCRIPTION/BACKGROUND:

On August 14, 2017 the Monroe School District #103 (District), and the City of Monroe (City) and Monroe Police Department (Agency) entered a three year agreement to provide a School Resource Officer (SRO) to be assigned to, and work at District schools within the City of Monroe. There have been prior agreements going back several years in this partnership, and the current agreement was due to expire at the end of the 2019-2020 school year.

On March 13, 2020, Governor Inslee announced that all schools in the State of Washington would be closed from March 17-April 24, 2020. It was subsequently decided that schools would remain closed for the remainder of the school year due to the COVID-19 outbreak. As such, the District has requested that the aforementioned agreement be terminated for the remainder of the 2019-2020 school year as all of their schools are closed.

The City of Monroe and the Monroe Police Department administratively agreed to cease providing SRO services and invoicing the District under the agreement. The parties mutually acknowledge the 2020 COVID-19 pandemic as a force majeure event that operates to excuse performance under the Agreement.

The parties, through their respective governing bodies, now wish to formally terminate the Agreement retroactively effective as of April 1, 2020.

**FISCAL IMPACTS:**

The Monroe School District (MSD) has been paying the City \$7,504.05 per month to offset the salary and benefits for the SRO. MSD have made three of the anticipated six payments for the remainder of this school year. Termination of this agreement would forego these last three payments for a total of \$22,512.15.

The current SRO will be assigned to MPD Patrol to fill staffing shortage due to 2 open officer vacancies.

**TIME CONSTRAINTS:**

As soon as possible.

**ALTERNATIVES:**

1. Move to authorize signature.
2. Take no action; and provide staff with direction for additional changes/request additional information be presented prior to action.

## TERMINATION OF INTERAGENCY AGREEMENT

### Recitals

- A. Monroe School District #3 (District), the City of Monroe (City) and the Monroe Police Department (Agency), executed that certain Interagency Agreement (Agreement) regarding School Resource Officer (SRO) Services for the 2017-2018 through 2019-2020 school years. Under the Agreement, the City, by and through the Agency, agreed to provide a full-time SRO to perform security and related services within the District's school facilities for a three-year period.
- B. As a result of the 2020 COVID-19/coronavirus pandemic, the District discontinued on-site instruction for students at the District's schools effective March 13, 2020.
- C. By letter dated April 1, 2020, the District administratively requested that the Agency cease provision of SRO services under the Agreement prior to the Agreement's scheduled expiration date.
- D. By letter dated April 1, 2020, the Agency administratively agreed to cease providing SRO services and invoicing the District under the Agreement.
- E. The parties mutually acknowledge the 2020 COVID-19/coronavirus pandemic as a force majeure event that operates to excuse performance under the Agreement.
- F. The parties, through their respective governing bodies, now wish to formally terminate the Agreement retroactively effective as of April 1, 2020, and to ratify and affirm their respective administrative actions in ceasing the provision of, and invoicing and payment for, SRO services under the Agreement as set forth above.

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, and other good and sufficient consideration the receipt and sufficiency of which are mutually acknowledged, including without limitation the public interest, the parties hereby agree as follows:

### Terms

Section 1. Termination of Agreement; Payment. The August 4, 2017 Interagency Agreement between Monroe School District #103, the City of Monroe and the Monroe Police Department is hereby terminated retroactively effective as of April 1, 2020. The parties further mutually agree that the District's final invoice and payment under the Agreement shall be for SRO services rendered during the month of March 2020.

Section 2. Ratification and Affirmation. To the extent consistent with Section 1, the parties hereby ratify and affirm their respective previous administrative actions in discontinuing the provision of, and invoicing and payment for, SRO services under the Agreement since March 2020.

EXECUTED this 28th day of April, 2020.

CITY OF MONROE

MONROE SCHOOL DISTRICT

\_\_\_\_\_  
Geoffrey Thomas, Mayor

\_\_\_\_\_  
Dr. Justin J. Blasko, Superintendent

ATTEST/AUTHENTICATED

MONROE POLICE DEPARTMENT

\_\_\_\_\_  
Becky Hasart, Acting City Clerk

\_\_\_\_\_  
Jeff Jolley, Chief

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Monroe City Attorney

\_\_\_\_\_  
District Counsel



Monroe Public Schools  
200 E. Fremont St.  
Monroe, Washington 98272

## CANCELLATION OF STUDENT RESOURCE OFFICER MOU

To: Monroe Police Department  
CC: City of Monroe  
From: Security Manager, Greg Burns  
RE: CANCELLATION OF SRO AGREEMENT, AS OF APRIL 1ST

Chief Jolley,

As you are aware, our current Memorandum of Understanding (MOU, see attached) establishes a full-time police officer (SRO) assigned to provide law enforcement services to the Monroe School District (the District). In consideration, the District pays the City of Monroe \$70,732.89 across ten equal monthly installments (this amount has increased according to the Seattle/Tacoma Consumer Price Index during the 2018/19 and 2019/20 years). Our current SRO MOU is a three-year agreement, set to expire in June of this year. At that time, as in previous years, the district and the city intend on reviewing and establishing a new agreement for SRO services.

Given the current emergency declaration surrounding the COVID-19 pandemic, it is unlikely that school will resume in a normal onsite functioning capacity in the coming months. With the closure of district schools, it is impossible for the regular duties and expectations of the SRO to be achieved during this time. Therefore, having an SRO assigned to the District during this unusual event is not necessary, and we acknowledge the SRO's skills and resources would be better assigned elsewhere.

As we have discussed and in accordance with section (I) of our current agreement, the District requests a termination of current SRO services, effective April 1st, 2020. Please note, the District desires to partner with the City through a new MOU for SRO services prior to the start of normal onsite school functioning in September 2020.

Please let me know if you have any questions or concerns.

Sincerely,

Greg Burns  
Safety Officer/ Risk & Security Manager  
Monroe School District

## INTERAGENCY AGREEMENT

**THIS AGREEMENT** is made and entered into this 14<sup>th</sup> th day of August, 2017, by and between the **MONROE SCHOOL DISTRICT #103** (District), and the **CITY OF MONROE** (City) and **MONROE POLICE DEPARTMENT** (Agency) regarding the School Resource Officer (SRO) Services for the 2017-2018 through the 2019-2020 school years.

**WHEREAS**, it is the intent and desire of the School District and Agency to ensure student, staff, and patron safety; and

**WHEREAS**, the Monroe School District desires a full-time police officer, hereafter called a School Resource Officer, to provide services to Monroe School District; and

**WHEREAS**, the Monroe Police Department has full-time police officers and desire to provide services to the Monroe School District; and

**WHEREAS**, Chapter 39.34 RCW the Interlocal Cooperation Act provides authority to enter into such agreements; and

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, the School District and the City agree as follows:

### A. GUIDING PRINCIPLES:

The District and the Agency will:

- a) work cooperatively and proactively to address school security issues and to provide students, staff, and patrons with quality law enforcement services and the safest learning environment possible.

The SRO shall:

- a) serve as a resource to the schools and not as a disciplinarian unless the principal believes that an incident is a violation of the law.
- b) inform the principal or designee prior to the implementation of law enforcement action as appropriate.

The SRO, along with building administrators and school staff:

- a) will work collaboratively given the parallel nature of discipline and law enforcement sanctions.
- b) shall adhere to those legal requirements, policies, and procedures established by the Agency and the District should it become necessary to conduct formal police interviews or investigations of students.
- c) shall attend or complete on-line training and in-service sessions as required by the District as they apply to harassment, intimidation, and bullying.
- d) will participate in an annual evaluation of program services meeting the first week of May of each year, to include building administrators from Monroe High School, Park Place Middle School, Hidden River Middle School and Leaders in Learning.

The SRO will be evaluated as per the Agency's policy. The SRO's supervisor can contact the District's Building Administrators for performance and program feedback.

**B. THE MONROE SCHOOL DISTRICT AGREES TO:**

Promptly notify the SRO or the Agency when infractions of school rules and/or criminal law related to physical intimidation, violence, and possession of weapons on school district property or at school-related activities are brought to the attention of a school administrator. A written statement will be completed and submitted to the SRO or Agency in a timely manner.

Give full cooperation and access to school district property or school functions to police officials responding to a request for the investigation of reported acts of violence, physical intimidation, or possession of weapons on school district property or at school functions within the city limits of Monroe.

Permit access to school district property for a law enforcement response to a civil disorder, riot, or for arrest of students, staff, or patrons whom probable cause for an arrest exists.

Provide the SRO access and training to Monroe School District Skyward to obtain the names, addresses and telephone numbers of students and parents as per Federal and State laws.

Provide the SRO the following materials and facilities which are necessary to the performance of the SRO's duties:

- a) A two-way radio with Monroe High School frequencies.
- b) A desk with drawers, a chair, and office supplies as needed.
- c) A location for files and records which can be properly locked and secured.
- d) Access to a heated and properly lighted office that shall contain a telephone with a private line and an Internet compatible computer to be used for general business purposes.

Conduct general grant management tasks, responsibilities, and programmatic reporting as appropriate by the Office of the Superintendent of Public Instruction.

**C. REGULAR DUTY HOURS AND SUPERVISION OF THE SCHOOL RESOURCE OFFICER:**

It is the districts desire that the SRO 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. These hours may be modified as needed upon mutual agreement. The Agency agrees to send SRO's work schedule 30 days in advance to building administrators and office managers at Monroe High School, Park Place Middle School and Leaders in Learning.

The Chief of Police or designee shall oversee the SRO, perform scheduled and unscheduled visits to the schools, and work with the District in coordinating and developing the SRO program.

The school principal or designee, while having no direct authority over the SRO, may request that the SRO assist in additional duties that are mutually agreed upon by the Superintendent or designee and the Chief of Police or designee as long as they do not violate the terms of this agreement. During those hours that school is in regular session, the SRO may also be assigned related duties on or off campus as determined by the Chief of Police.

To facilitate the exposure and value of the SRO position and provide opportunities for training and in-service, the Chief of Police or designee, as needed, will make every effort to replace planned SRO absences for training, vacation, or other long-term duty assignments or events. The SRO shall notify the school principal or designee in writing regarding the hour(s) or day(s) that they will be absent.

SRO will notify building administrators and office staff at Monroe High School, Park Place Middle School and Leader in Learning when on leave or unavailable to respond to calls at the school.

With the exception of "hot pursuit," the SRO and other law enforcement officers will check in at the building's main office.

#### **D. INSTRUCTIONAL RESPONSIBILITIES OF THE SCHOOL RESOURCE OFFICER:**

The SRO shall:

- a) act as an instructor or guest speaker for specialized, short-term programs or classes when invited to do so by the principal or designee.
- b) shall coordinate programs and presentations with the principal or designee and staff members concerned and will seek permission, advice, and guidance before enacting any programs within the school.
- c) shall develop expertise in presenting various subjects to students, including, at minimum, a basic understanding of the Revised Code of Washington and the role of law enforcement in society.
- d) shall make available to the school faculty and students a variety of law enforcement related presentations and may solicit other subject matter experts to deliver programs of interest upon request.
- e) shall encourage individual and small group discussions with students, based upon material presented in class, to further establish rapport with the students.

The Chief of Police or designee shall approve these activities and programs.

#### **E. ADDITIONAL RESPONSIBILITIES OF THE SCHOOL RESOURCE OFFICER:**

The SRO shall:

- a) take appropriate law enforcement action at the principal's request against intruders and unwanted guests who may appear at the school and at related school functions to the extent that the SRO may do so under authority of law.
- b) attend parent/faculty meetings to solicit support and understanding of the program, as well as to assist parents and faculty members in law enforcement related problems involving students, when requested and approved by the Chief of Police or designee.

- c) be available for student, parent and faculty member conferences in order to assist with the identification and resolution of problems of law enforcement or crime related in nature.
- d) attend District's Student Threat Assessment Level 1 meetings to review, participate and develop student safety support plans.
- e) become familiar with a variety of community agencies that offer assistance to children, youths and their families (e.g., mental health clinics, drug treatment centers, etc.) and shall make referrals when appropriate.
- f) assist the school principal and/or building or District's Emergency Management Team in developing emergency plans and strategies to prevent and/or minimize dangerous situations.
- g) provide assistance to other law enforcement officers and agencies in matters related to the SRO's assigned duties.
- h) participate in or attend school related functions whenever possible and as approved by the Chief of Police or designee, including appropriate staff training as mutually agreed upon by the Superintendent or designee and the Chief of Police or designee.

The SRO is not to be used for regularly assigned lunchroom duties, bus duty, hall monitoring, as a crossing guard, or for continuing vehicle traffic control. If there is a temporary problem or emergency, however, the SRO may assist the school until the problem or emergency is resolved.

The Superintendent, the Chief of Police, their Agents, and Employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved collaboratively between the Superintendent and the Chief of Police or their designees.

## **F. FINANCIAL**

For and in consideration of seventy thousand seven hundred and thirty-two dollars and eight nine cents (\$70,732.89) for the 2017-18 school year, the City agrees to assign one (1) SRO to the District while school is in session, commencing with the first day of school scheduled in September 2017 and ending with the last day of school scheduled in June 2018.

For the 2018-19 and 2019-20 school years, this agreement shall be adjusted annually by an amount equal to the Seattle-Tacoma June Consumer Price Index (CPI), but shall in no case be less than one percent (1%) nor more than three percent (3%) annually.

The City shall be the employing entity responsible for all salary and benefits, including unemployment insurance and worker's compensation.

The City will invoice the District monthly in ten (10) equal installments and will provide supporting documentation with invoices beginning in October for September services with a final invoice due no later than July 30 of each year.

The District will reimburse the City within thirty (30) days of receipt of the invoice. The

reimbursement shall be paid annually in ten (10) monthly payments, with the first payment in October of each year.

The duties of the SRO, while assigned to the District, shall be mutually determined by the Chief of Police and the Superintendent of Schools and will be outline in the subsequent sections of this agreement.

#### **G. DISMISSAL:**

To dismiss an SRO from the duties described in this agreement, the Superintendent or designee shall communicate in writing to the City a request to change the SRO. The District will outline reasons for the requested change. Absent agreement by the parties to resolve a change in the SRO, the SRO shall be replaced as soon as possible dependent on the training needs and availability of a replacement.

#### **H. INDEMNIFICATION:**

The City shall indemnify and hold harmless the School District and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reasons of or arising out of any act of omission of the City, its officers, agents and employees, or any of them, in the performance of this agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the School District, the City shall defend the same at its sole cost and expense; provided that he School District reserves the right to participate in such suit if any principle of government or public laws is at issue. If final judgement be rendered against the School District and the City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

In executing this Agreement, the City does not assume liability or responsibility for or in any way release the School District from any liability or responsibility which arises in whole or in part from the existence or effect of School District policies, procedures, rules or regulations. If any cause, claim suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such School District policy, procedure rule or regulation is principally at issue, the School District shall defend the same at its sole expense and if judgement is entered or damages are awarded against the School District, the City or both, The School District shall satisfy the same, including all chargeable costs and attorney's fees.

The School District shall indemnify and hold harmless the City and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reasons of or arising out of any act or omission of the District, its officers, agents and employees, any of them, in the performance of this agreement. In the event that any suit based on such a claim, action, loss or damage is brought against the City, the School District shall defend the same at the sole costs and expense; provided that the City retains the right to participate in said suit if any principle of government law is at issue; and if final judgment be rendered against eh City and the School District and their perspective officers, agents and employees, or any of them, the School District shall satisfy the same.

**I. TERMINATION:**

This agreement may be terminated by either party upon thirty (30) 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. In the event this agreement is terminated, compensation will be made to the City for all services performed to the date of termination. The district will be entitled to a prorated refund for each day that the SRO services are not provided because of termination of this agreement.

IN WITNESS HEREOF, the City and the District have executed this three (3) year agreement pursuant to approval by each of their governing bodies as of the day and year set forth below.

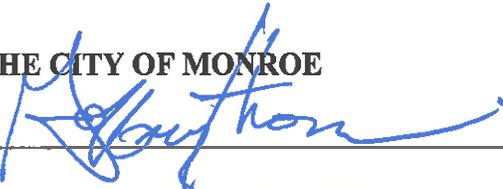
**FOR THE MONROE SCHOOL DISTRICT #103**

BY: 

DATE: 8/15/17

Dr, Fredrika Smith, Superintendent, Monroe School District

**FOR THE CITY OF MONROE**

BY: 

DATE: 9/12/17

Geoffrey Thomas, Mayor, City of Monroe

**FOR THE MONROE POLICE DEPARTMENT**

BY: 

DATE: 8/28/2017

Tim Quenzer, Chief of Police, Monroe Police Department

**APPROVED**

**AUG 14 2017**

**MONROE SCHOOL DISTRICT  
BOARD OF DIRECTORS**