PUBLIC SAFETY COMMITTEE

12-0250R

RESOLUTION AUTHORIZING CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH INDEPENDENT SCHOOL DISTRICT NO. 709 TO PROVIDE LAW ENFORCEMENT OFFICERS IN THE PUBLIC SCHOOLS.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement with ISD No. 709 to provide law enforcement officers in the public schools, said agreement to be substantially in the form of that on file in the office of the city clerk as Public Document No. _____; payments from the school district to be deposited in Fund No. 110-160-1610-4261 (General, Police, Administration and Investigation).

Approved:

Department Director

Approved for presentation to council:

Chief Administrative Officer

Approved as to form:

Attorney

Approved:

Auditor

DPD/ATTY TLL:dma 05/09/2012

STATEMENT OF PURPOSE: This resolution authorizes an agreement between the city of Duluth and ISD No. 709 under which the city will provide law enforcement officers in the public schools. ISD No. 709 will pay the city $52,750 per officer per year for a total of four officers, payments to be made in June and December of each year. The city has been providing officers to the schools for several years. The current agreement between the parties expires May 31, 2012. The new agreement is for a two-year period beginning on June 1, 2012.

SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT

THIS AGREEMENT is by and between INDEPENDENT SCHOOL DISTRICT NO. 709 hereinafter referred to as the "School District", and the CITY OF DULUTH, hereinafter referred to as "City".

WHEREAS, the School District and the City desire to join in mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

WHEREAS, the State Legislature has provided in Minnesota Statutes Section 124.912, Subdivision 6, a vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

ARTICLE I
SCHOOL RESOURCE OFFICER DEFINITION AND DUTIES

1. For the purpose of this Agreement, the term "school resource officer" shall have the meaning and duties described by this article and in the job description attached to this Agreement as Exhibit A.

1.1. The school resource officer will be a police officer of the Duluth Police Department who will assist in the establishment and coordination of a cooperative community approach among schools, parents, police and other resources in reaching the children's and the community's needs and problems.

1.2. The duties of the school resource officer include the following:

a. Strive to develop a better understanding within the school system of the law enforcement process.

b. Confer with parents, students, neighbors, school personnel and other members of the community regarding pre-delinquent behavior.

c. Identify problems focused on children by inspecting the school area, grounds and property while being watchful for loiterers and suspicious persons or

automobiles; by frequently visiting high-delinquency areas for law violators; and by observing matters conflicting with the best interests of the students.

d. Conduct investigations within the school and surrounding community, both criminal and other, as deemed necessary by the Police Department or between the Police Department and school personnel by mutual agreement.

e. Investigate cases as assigned by the Police Department. These cases will vary in number and complexity thereby requiring flexibility in the hours that the officer works and requiring a freedom to leave the school building at various times.

f. In the instance of law violations, serve in the normal police officer capacity. That is, the officer has the obligation to protect life, limb and property; to prevent crime; to recover stolen and lost property; and to apprehend and prosecute offenders, but in so doing, to orient activities toward rehabilitation and correction.

g. Continue as a member and employee of the Police Department of the City of Duluth and will operate under the direct administration and supervision of the Police Department. Work in cooperation with school administrators towards mutually agreed upon goals involving the Police Department, the School District, and the students. The school resource officer shall not have disciplinary authority within the school.

ARTICLE II
FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM

2. The parties agree that during the life of this Agreement the number of school resource officers actually employed pursuant to this contract may be adjusted upward or downward by mutual consent of the parties. The parties agree to meet on an annual basis on or before April 1 of each year of this agreement to review the number of officers to be employed for the next upcoming school year.

2.1 School resource officers shall spend approximately sixty-nine (69%) percent of their time (annually) working directly on school district issues as identified in Paragraphs 1.2 a,b,c, above. This represents approximately 36 weeks with approximately 90 percent availability.

2.2 School District agrees to pay to the City $52,750 per school resource officer for a total of four (4) school resource officers during each year of this two-year agreement in accordance with the following schedule:

a. Fifty percent (50%) of the total amount to be paid during any year of this agreement is due and owing on June 15th of each year of the agreement.

b. Fifty percent (50%) of the total amount to be paid during any year of this agreement is due and owing on December 15th of each year of the agreement.

c. The City agrees to provide an invoice for payments specified in this Article. All payments received under Paragraph 2.2 above shall be deposited in City Fund Number 110-160-1610-4261.

ARTICLE III
RESPONSIBILITY OF SCHOOL DISTRICT

3. The School District shall be responsible for the following duties and/or services:

a. Provide guidance and assistance to the school resource officers through the principals, teachers, administrative staff and student body.

b. Provide a private office, desk, telephone with outside line for use by the school resource officers to meet with people on both a public and private meeting basis.

c. Require its principals to coordinate the efforts of the school resource officer within the schools.

ARTICLE IV
RESPONSIBILITY OF CITY

4. The City shall be responsible for the following duties and/or services:

a. Provide school resource officers to the school district in the middle and secondary schools in the numbers as agreed to in Paragraph 2, above.

b. Assign each of the school resource officers using a team approach

which allows for better coverage during each school year. Assignments shall be at the discretion of the Chief of Police or the Chief's designee.

c. Provide Police Department equipment needed by the school resource officer to perform necessary functions.

d. Provide training and education within the scope of the Police Department of the City.

e. Provide temporary replacements for the school resource officers as deemed necessary by the Police Department.

ARTICLE V
INDEMNITY AND HOLD HARMLESS

5. The City agrees to indemnify and save harmless the School District of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the City of any property, structures, or equipment of the School District (whether improved , modified, altered, or developed by the City or otherwise) or any activities sponsored by the City taking place on any such property, structures or equipment.

5.1 The School District agrees to indemnify and save harmless the City of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the School District of any property, structures or equipment of the City (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored by the School District taking place on any such property, structures or equipment.

5.2 The indemnity provisions of Paragraph 5 shall not apply to any liability incurred by the School District as a result of any wrongful or tortious acts of the School

District, its officers, agents or employees.

5.3 The indemnity provisions of Paragraph 5.1 hereof shall not apply to any liability or expenses incurred by the City as a result of any wrongful or tortious acts of the City, its officers, agents or employees.

5.4 The parties hereto agree to cooperate with one another in the defense of any claim, demand or rights of action within the terms of this Agreement.

5.5 In no case shall either party's obligation to indemnify the other party exceed the statutory liability limit of the other party.

ARTICLE VI
GENERAL PROVISIONS

6. This Agreement shall be in effect for two years commencing on June 1, 2012 and ending on June 6, 2014. Either party may terminate this Agreement by providing six months written notice to the other of its intention to terminate this Agreement.

6.1 It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

6.2 This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

6.3 Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

6.4 This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with

the laws of the State of Minnesota.

6.5 The waiver by the parties of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

6.6 Notice to City provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to Duluth Chief of Police, 2030 N. Arlington Avenue, Duluth, Minnesota 55811. Notices to School District shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to ISD 709, Director of Business Services, 215 N 1st Ave East, Duluth Minnesota 55802 or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

6.7 This Agreement may be executed in separate counterparts with the same effect as if all signatures were on the same Agreement.

6.8 For purposes of this Agreement, a telecopy or facsimile document and signature shall be deemed as, and shall serve as, an original Agreement and signature.

6.9 This Agreement, along with any attached exhibits, embodies the entire understanding of the parties and there are no further or other agreements, permits, or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

6.10 The understandings of Paragraph 6.9 above shall also extend to any uncommunicated expectations the parties may have and not specifically mentioned in this Agreement.

[Remainder of page left intentionally blank, signature page to follow]

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date shown below.

CITY OF DULUTH

By_____
Mayor

ATTEST:_____
City Clerk

DATE: _____

Countersigned:

_____
City Auditor

Approved as to form:

_____
City Attorney

INDEPENDENT SCHOOL DISTRICT NO. 709

By_____
Chairman

ATTEST:_____
Clerk

EXHIBIT A

DULUTH POLICE DEPARTMENT

JOB SPECIFICATIONS

SCHOOL RESOURCE OFFICER
May 22, 2009

I. PURPOSE:

The Police Department maintains school resource officers to reduce delinquency and crime in the community; to help develop a better understanding of laws and law enforcement among young people, and to develop and maintain a cooperative relationship with the Duluth School District.

II. ASSIGNMENT:

Assignment to the position of school resource officer shall be deemed temporary and not a promotion. Reassignment may occur at any time depending on officer performance and the need and priorities of the Police Department's Administration. Assignment as a school resource officer is anticipated to last three years, after which a rotation of assignment may occur.

All school resource officers work under the direct supervision of the Patrol Area Community Sergeant. During school holidays and days off, the school resource officer may be assigned other duties within the patrol area or elsewhere, depending upon departmental needs.

III. DUTIES AND RESPONSIBILITIES

The school resource officer's primary responsibility is one of being a sworn law enforcement officer. However, the school resource officer will assist in the coordination of a community approach to juvenile issues involving the schools, parents, police, and outside resources reaching the needs of both children and the community. This blended community approach will include:

- actively promote and support the goals and mission statement of the Duluth Police Department;
- promote and participate in the Department Community Policing effort;
- operate under the direct administration and supervision of the Duluth Police Department;

- conduct preliminary and follow-up investigations, complete initial event reports as necessary, and process assigned cases. The cases may involve the following assigned responsibilities:

  - interview complainants, witnesses, victims, and subjects, and taking statements when necessary;
  - collect and preserve evidence and provide for its identification and analysis;
  - prepare and serve search warrants and arrest warrants when needed;
  - complete written reports; and
  - present completed cases for prosecution or diversion in accordance with the guidelines set up by the St. Louis County Attorney and the Duluth Police Department.

- work in cooperation with the Duluth School District, District Court, St. Louis County Attorney's office, Arrowhead Regional Corrections, St. Louis County Social Services, Safe School Healthy Students Partners, detention and shelter facilities;

- process arrests during school days when possible. Process status and non-status offenders until Social Service agencies can become involved;

- work with residents, businesses, students, and school staff to identify and resolve unique neighborhood/school problems and issues;

- serve as a resource to staff, administration, parents, and students regarding police and juvenile policies and procedures, and juvenile court procedures and determinations. Be available to help students who may be experiencing problems for whatever reasons.

- when available, respond to teachers' requests to speak to classes;

- perform public relations activities as requested by the Duluth Police Department and the Duluth School District;

- serve as a resource to other officers in coordinating and facilitating information and investigations concerning juveniles;

- meet as needed with the Student Support Team (SST) and staff at the school;

- work in collaboration with the Safe Schools Healthy Students partners in the school site to participate in integrated service delivery for student;

- check school grounds for loiterers and take appropriate action;

- make referral to the appropriate community agency or school personnel when the officer receives information or observes the conditions that jeopardize the welfare of students;

- establish a close association with youth who have committed delinquent acts to decrease recidivism;
- identify gang activity and members; develop and implement plans related to deterring gang recruiting and increasing enforcement; and
- monitor reported runaway reports and take action on same when appropriate. Make referral to appropriate human service agency.