

Lake Washington School District Community Resource Officer Program Memorandum of Understanding (MOU)

This Agreement is made and entered into this ____ day of _____, 2023 by the Lake Washington School District #414 (referred herein as “District”) and the City of Redmond_(referred to herein as “City”) for the purpose of establishing a Community Resource Officer Program Memorandum of Understanding (“MOU”) in the public school system in the City of Redmond. *The District and the City are collectively referred to as “the Parties.”* In consideration of the terms and conditions set forth herein, the Parties agree as follows:

ARTICLE I

- 1) The purpose of this MOU is for the City of Redmond to provide contract services in the form of a Community Resource Officer Program to the District. The primary purposes of the Community Resource Officer Program are:
 - a) Provide expertise and guidance to the District related to threats, safety, and security in the context of the District’s Layered School Safety Program;
 - b) Increase understanding of each Parties’ operations and the impacts on services and response;
 - c) Help keep District students out of the criminal justice system;
 - d) Provide positive interactions between law enforcement officers, school staff, students, and families; and
 - e) Connect school staff, students, and families to supportive community services.
- 2) The Community Resource Officer Program is compliant with all requirements of RCW 28A.320.124 and amendments included in HB 1214.

ARTICLE II

- 1) Obligations of the City:
 - a) Staffing – the City shall assign one regularly employed officer per comprehensive high school’s feeder pattern within the City limits of Redmond. The Community Resource Officer will provide services as outlined in all district schools within the feeder pattern. The services provided are in addition to routine police services already provided by the City.
 - i) Should the City have resources that can provide additional Community Resource Officers, these additional positions may be added with agreement from the District.
 - b) Training – the City shall ensure that officers assigned as Community Resource Officers have appropriate training as outlined in the Community Resource Officer Standard Operating Procedure Manual.
 - c) Regular Hours of Duty – Community Resource Officers shall be available Monday through Friday during normal school hours of operation. This expectation does not prohibit officers from participating in emergency response or fulfilling training requirements as determined by the Chief of Police or designee.
 - d) Data Collection – the City shall collaborate with the District to collect and display data related to the Community Resource Officer Program on a public dashboard.
 - e) Participation in District meetings – the City shall attend and/or participate in regularly scheduled meetings held by the District. The purpose of these meetings is to increase collaboration between the District, the City, and the Community Resource Officer.
 - f) Complaints – should a complaint arise regarding a Community Resource Officer; the City will provide the District with prompt notice and will collaborate with the District regarding

appropriate response as outlined in the Community Resource Officer Standard Operating Procedure Manual.

- 2) No Special Duty – The Parties do not intend to create any “special relationship” of “special duty” by entering into this MOU. The City expressly disclaims any guarantee as to the safety or security of the persons or property at the District’s schools and makes no representations or warranties as to such safety or security by entering into this MOU. Specifically, the Parties understand and agree that the City has no greater duty with regard to safety and security of persons or property at the District’s schools than it does with regard to the general public in providing law enforcement services throughout the City. The provisions of this MOU are for the benefit of the Parties, and do not create any rights or duties to any third Parties.

ARTICLE III

- 1) Obligations of the District:
 - a) Payment – In consideration of the services provided herein, the District shall pay to the City the sum of \$114,450.00 upon receipt of an invoice. No other consideration will be required during the term of this MOU for in-school services called for herein as part of the Community Resource Officer Program.
 - b) Access – the District shall provide access to all school and District facilities, including access cards and keys. This access shall be provided according to the District’s access control plan.
 - c) Office space – the District shall provide the Community Resource Officer with a private workspace, when needed.
 - d) MOU – the District shall provide annual updates to this MOU for review and adoption.
 - e) Data Collection – the District shall collaborate with the City to collect and display data related to the Community Resource Officer Program on a public dashboard.
 - f) Community Engagement – the District shall lead the effort to engage with the local community and other District stakeholders regarding the Community Resource Officer Program.
 - g) Complaints – should a complaint arise regarding a Community Resource Officer; the District will provide the City with prompt notice and will collaborate with the City regarding appropriate response as outlined in the Community Resource Officer Standard Operating Procedure Manual.

ARTICLE IV

- 1) Employment and Special Events
 - a) The Community Resource Officer shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline, and dismissal of its personnel.
 - b) This MOU does not prevent the District from hiring an individual serving as a Community Resource Officer to perform duties that are not the duties set forth in this MOU, e.g., the employment of an individual who serves as Community Resource Officer to coach athletics, drive a school bus, or otherwise serve the District in a capacity other than that of a Community Resource Officer. Such employment shall be completely separate from and not controlled by this MOU. If the District chooses to employ an individual serving as a Community Resource Officer to perform duties that are not duties of the Community Resource Officer under this MOU, the individual shall at all times during such employment be solely an employee of the District and not an employee of the City. During such employment, the District shall be solely responsible for the compensation, training, discipline, and dismissal of such individual and solely responsible for the individual’s acts, errors, or omissions in performing the duties of such separate employment.

- c) Special events, such as extra-duty assignment, site security for after-hours events, or special requests shall be executed per past practice; the District will request these specific services through the City's Police Department extra-duty assignment coordinator. The City will bill the District for additional officers/duties as provided. The City will endeavor to assign one (1) Community Resource Officer to extra-duty events, in addition to other officers. The billing for these events shall be separate from the billing for standard Community Resource Officer charges.

ARTICLE V

1) Conflicts

- a) The Parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this MOU. Unforeseen difficulties in questions will be resolved by negotiations between the Superintendent/designee of the District and the Chief of Police/designee of the City. The designated representatives will meet at least annually, or as needed, to resolve potential conflicts.

ARTICLE VI

1) Change in Terms

- a) Changes in the terms of this MOU may be accomplished only by formal amendment in writing approved by the City and the District.

ARTICLE VII

1) Termination and Term of MOU

- a) The term of this MOU shall commence upon date of execution and continue until June 30, 2024, or until terminated. The District shall receive the Community Resource Officer Program services described in Article II for the full term of this MOU. Either party may terminate this MOU as follows:
 - i) upon sixty (60) days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this MOU through no fault of the party initiating termination; or
 - ii) upon fourteen (14) days written notice in the event an emergency is declared by civic officials that impacts daily operations of the City or District.
- b) In the event this MOU is terminated, compensation will be made to the City for all services performed to the date of termination consistent with Article V.
- c) The District will be entitled to a prorated refund consistent with the payment contained in Article V for each day that the Community Resource Officer services are not provided because of termination of this MOU. This MOU shall be effective as of September 1, 2023, even if signed after that date.

ARTICLE VIII

- 1) Notwithstanding this MOU, and in addition to the services described in this MOU, the District shall receive all normal police services.

ARTICLE IX

- 1) The Parties will collaborate on identifying and accessing funding sources for the Community Resource Officer Program that include, but are not limited to, state and federal grants.

ARTICLE X

1) Indemnification

- a) The City shall indemnify and hold harmless the District and its present and former officers, directors, 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 reason 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 MOU. In the event that any such suit based upon such a claim, action, loss, or damage is brought against the District, the City shall defend the same at its sole cost and expense; provided, that the District reserves the right to participate in such suit if any principle of government or public laws is at issue. If final judgment is rendered against the District and its present or former officers, directors, agents, and employees, or any of them, or jointly against the District and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- b) In executing this MOU, the City does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of 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 District policy, procedure, rule, or regulation is principally at issue, the District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the District, the City or both, the District shall satisfy the same, including all chargeable costs and attorney's fees.
- c) The 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 reason 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 MOU. In the event that any suit based on such a claim, action, loss or damage is brought against the City, the 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 the City and the District and their respective officers, agents and employees, or any of them, the District shall satisfy the same.

ARTICLE XI

1) Closing of District Schools

- a) In the event District schools are not open and students are attending remotely due to physical or environmental factors, the District reserves the right to suspend this MOU until such time as students return to school. During the suspension of the contract, there will be no fees paid as indicated in Article V. Services may be provided on an as needed basis at an hourly rate as agreed upon by the Parties.

Wendy Kessler
Purchasing Manager
Lake Washington School District #414
(425) 936-1423

Date _____

Authorized Signer
Title _____
City of _____
(Phone Number)

Date _____