

Non-Code Ordinance

By: Administration
Introduced: August 27, 2018
Public Hearing: September 10, 2018
Adopted: September 10, 2018
Yes: Burney, Dryden, Graham, Harvey, Ledford, O’Barr
No: None
Absent: None

**City of Wasilla
Ordinance Serial No. 18-27**

An Ordinance Of The Wasilla City Council Amending The Fiscal Year 2019 Budget By Appropriating \$187,440 Within The General Fund, Wasilla Police Department School Resource Officer (SRO) Division To Add Two Police Officer I Positions And Assign To Colony High School, Colony Middle School, Houston High School, and Houston Middle School, And Accepting A Two And One-Half Year Contract With The Matanuska-Susitna Borough School District For The SRO Project.

Section 1. Classification. This is a non-code ordinance.

Section 2. Purpose. To amend the fiscal year 2019 budget to expand and fund the Wasilla Police Department’s School Resource Officer (SRO) Program to include the addition of two police officers, vehicles, academy training, equipment, and supplies. The SRO officers would be placed in Colony High School, Colony Middle School, Houston High School and Houston Middle School. The expenditures are to be funded through a two and one-half year contract with the Matanuska Susitna Borough School District (MSBSD) at a rate of 75 percent and 25 percent City of Wasilla.

Section 3. Appropriation of Funds. The funds are appropriated to the following:

Vehicles	120-4230-420-70-42	\$ 32,000
Various	001-4233-420-xx-xx	\$187,440

Section 4. Source of Funds.

Mat-Su School-SRO	001-4200-337.10-04	\$140,580
General Fund/Fund Balance	001-0000-253-20-00	\$ 46,860

Transfers/General Fund

120-0000-391-10-01

\$ 32,000

Section 5. Effective date. This ordinance shall take effect upon adoption by the Wasilla City Council.

ADOPTED by the Wasilla City Council on September 10, 2018.



BERT L. COTTLE, Mayor

ATTEST:



JAMIE NEWMAN, MMC, City Clerk

[SEAL]





CITY COUNCIL LEGISLATION STAFF REPORT


Ordinance Serial No. 18-27: An Ordinance Of The Wasilla City Council Amending The Fiscal Year 2019 Budget By Appropriating \$187,440 Within The General Fund, Wasilla Police Department School Resource Officer (SRO) Division To Add Two Police Officer I Positions And Assign To Colony High School, Colony Middle School, Houston High School, and Houston Middle School, And Accepting A Two And One-Half Year Contract With The Matanuska-Susitna Borough School District For The SRO Project.

Originator: Administration

Date: 8/8/2018

Agenda of: 8/27/2018

Route to:	Department Head	Signature	Date
X	Chief of Police		8/15/18
X	Finance Director		8/14/18
X	Deputy Administrator		8/17/18
X	City Clerk		8/17/18

Reviewed by Mayor Bert L. Cottle:  8/17/2018

Fiscal Impact: X yes or no

Funds Available: X yes or no

Account name/number:

WPD SRO Division (various)	001-4233-420.xx-xx	\$187,440
Vehicles	120-4230-420-70-42	\$ 32,000

- Attachments:**
1. Ordinance Serial No. 18-27 (2 pages)
 2. Budget Estimates FY2019 – 2021 (1 page)
 3. Memorandum of Agreement Between Matanuska-Susitna Borough School District and the City of Wasilla Police Department (11 pages)

Summary Statement: The Matanuska Susitna Borough School District (MSBSD) has requested the Wasilla Police Department expand its School Resource Officer (SRO) program to include schools located outside of Wasilla boundaries, specifically Colony High School, Colony Middle School, Houston High School and Houston Middle School. The Wasilla Police Department currently does not have enough personnel to facilitate the request and therefore, is requesting to add two additional police officers to fill police officers currently on staff capable of satisfying the MSBSD.

Through an agreement that would begin January 1, 2019 and end June 30, 2021, the MSBSD and the City of Wasilla would strive to place an SRO officer inside the schools of Colony High School, Colony Middle School, Houston High School, and Houston Middle School. Funding for this program is similar to the current SRO program with 75% paid by MSBSD and 25% paid by the City of Wasilla.

The Wasilla Police Department is now requesting Council to approve the addition of two police officer I positions, appropriate funds to fulfil the SRO duties, and approve entering into an agreement with the MSBSD for two and one-half years (January 1, 2019 through June 30, 2021)

Staff Recommendation: Introduce and set the ordinance for public hearing.

**City of Wasilla
Budget Detail
For Fiscal Year 2019 through 2021**

Fund: General Fund (001)
Department: Public Safety (42)
Division: Mat-Su SRO (33)

Account		Description	FY2019 January 1, 2019 through June 30, 2019	FY2020 July 1, 2019 through June 30, 2020	FY2021 July 1, 2020 through June 30, 2021
10	10	Regular	\$ 66,188	\$ 145,614	\$ 152,894
10	30	Overtime	8,376	17,590	18,469
		Personnel Services	74,564	163,203	171,363
20	10	Group Insurance	20,410	40,820	40,820
20	20	FICA	1,081	2,366	2,485
20	30	PERS	16,404	35,905	37,700
20	40	SBS	4,571	10,004	10,505
20	50	Unemployment	395	790	395
20	60	Workers' Compensation	2,855	5,710	3,008
		Personnel Svcs-Benefit	45,716	95,595	94,913
40	30	Repair & Maintenance	871	1,742	1,742
		Purchased-Property	871	1,742	1,742
50	20	Insurance	2,922	6,136	6,443
50	30	Communications	767	1,534	1,534
50	81	Travel	2,350	4,700	4,700
50	82	Staff Development	22,000	22,000	22,000
		Other Purchased Services	28,039	34,370	34,677
60	10	General Supplies	100	200	200
60	15	Small Tools & Equipment	50	100	100
60	16	Uniforms & Clothing	3,000	6,000	6,000
60	25	Gasoline	2,600	5,200	5,200
		Supplies	5,750	11,500	11,500
99	12	Vehicle Fund	32,000	32,000	32,000
99	17	Technology Replacement	500	500	500
		Interfund Transfers	32,500	32,500	32,500
		Division Total:	\$ 187,440	\$ 338,910	\$ 346,695

Summary of expenditures:

Personnel	\$ 120,280	\$ 258,798	\$ 266,276
Operations	34,660	47,612	47,919
Interfund Transfers	32,500	32,500	32,500
Division Summary Total:	\$ 187,440	\$ 338,910	\$ 346,695

Summary of resources:

Intergovernmental	\$ 140,580	\$ 254,183	\$ 260,021
General fund	46,860	84,728	86,674
Division Summary Total:	\$ 187,440	\$ 338,910	\$ 346,695

**Memorandum of Agreement
Between
Matanuska-Susitna Borough School District
and
The City of Wasilla Police Department**

Purpose:

This agreement between the Matanuska-Susitna Borough School District (MSBSD) and the City of Wasilla Police Department (WPD) sets for the foundation and guiding principles for the continuation of a School Resource Officer (SRO) program for schools located outside the City of Wasilla, specifically Colony High School, Colony Middle School, Houston High School, and Houston Middle School. The parties understand and agree that this is an evolving program for both the MSBSD and WPD and that from time to time amendments to this agreement may be necessary.

Intent:

The MSBSD and WPD hereby agree to the following collaborative concepts for the School Resource Officer Project:

1. Both parties support placing a School Resource Officer (SRO) within the schools located outside the City of Wasilla to enhance and improve the overall safety and security of schools, youth and the community.
2. Both parties agree to, for the life of this agreement, maintain an open forum between the parties for the purpose of evaluating, improving and managing this project.
3. Both parties intend to secure and maintain local funds for this project to continue for a period of three years. Both parties also pledge to work collaboratively to seek grant funds or other funding sources to support and maintain the project.
4. The parties will agree to and monitor key program elements for determining the outcomes and lessons learned from this project.
5. The project involves duties and assignments at Colony High School, Colony Middle School, Houston High School, and Houston Middle School. Nothing in this agreement is intended to restrict or prohibit the SRO from responding to an emergency, investigation of criminal activities or providing technical assistance to another school as time permits.
6. The parties will jointly develop and implement project goals, tasks, projects and evaluations on an annual basis.

7. The parties understand, acknowledge and agree that not every contingent can be covered within this agreement. The parties agree that within the scope and intent of this agreement the discretion and responsibility to develop and grow the program shall be with the assigned points of contact for the MSBSD and WPD.

The WPD agrees to:

1. Employ and assign two Alaska State Certified Police Officer to the program (one for each high school). The officer shall have at a minimum 2 years of patrol experience and other training, skills, knowledge or abilities that would enhance their ability to work within the school environment.
2. Shall pay all costs associated with the assigned police officer to include wages, benefits, overtime, insurance or other costs routinely associated with and paid for by WPD subject to the cost sharing agreement, (Attachment B).
3. Provide supervision of the assigned officer.
4. Provide and maintain the required officer related equipment such as uniforms, weapon, radio, vehicle and other related items subject to the cost sharing agreement, (Attachment B).
5. Assign the SRO to the affected schools (Colony High School, Colony Middle School, Houston High School, and Houston Middle School) at least 75% of their scheduled days of work. The actual hours of work each day and days at work will be coordinated between the WPD, Colony High School and Houston High School.
6. Assign the officer to a flexible work schedule to meet the needs and requirements of the schools and WPD to include coverage/attendance of large school functions and events such as dances, etc.

The MSBSD agrees to:

1. Provide annual funding support of this project, in the amounts specified in Attachment B, as approved by the School Board in its annual budget.
2. Provide an office space, computer with internet access, desk, chair, telephone and office supplies as needed for the SRO.

3. MSBSD will assign Reese Everett as the single point of contact with its administration between the school and WPD.
4. MSBSD will provide at least one district administration representative to be a member of the project oversight team.
5. The affected schools will advise the SRO of any criminal activity it becomes aware of that occurs in or around the school.
6. The affected schools will allow the SRO to participate in classroom discussions and presentations in such areas as substance abuse prevention, personal safety, law enforcement careers, and other areas or topics as the SRO may be qualified or trained in providing. The SRO will not be assigned classroom assignments or tasks that supplant a certified teacher's responsibility.
7. Single points of contact and assigned district administration representative will assist in the annual project evaluation, goal setting and project team activities.
8. Assist WPD with the selection of the SRO and provide input to the performance evaluation of the SRO.

Payments:

The City of Wasilla shall invoice the District quarterly for actual SRO expenses within 15 business days after the end of each quarter as defined below:

Q1: July 1 – September 30

Q2: October 1 – December 31

Q3: January 1 – March 31

Q4: April 1 – June 30

MSBSD will pay net 30 days from receipt of invoice. Invoice must be accompanied by supporting documentation including payroll and benefit expense reports, applicable gas receipts, etc.

Invoices and applicable backup can be emailed to Accounting@Matsku12.us or mailed to

MSBSD

Attn: Business Services

501 N. Gulkana St.

Palmer, AK 99645

Term:

The term of this Agreement shall be January 1, 2019 through June 30, 2021 at which date it shall automatically terminate. This agreement may be renewed for up to three (3) years upon mutual agreement of the parties at least thirty (30) days prior to the automatic termination date.

Student Discipline:

1. Student discipline shall remain the responsibility of the MSBSD.
2. The SRO may be called in to assist in student disciplinary cases that involve criminal activity where the student is the offender or victim, to provide technical expertise in proper investigative procedures, or to act as a third party during interviews.
3. The SRO will not be requested to initiate or hand out administrative disciplinary actions.
4. The MSBSD will refer all criminal acts – Class A misdemeanors or felonies that occur on school grounds, facilities or programs, or that become known to the MSBSD regarding students of Wasilla High School or surrounding schools to the SRO for potential criminal investigation and evaluation.
5. MSBSD may coordinate administrative disciplinary actions with the SRO's criminal investigation when appropriate.
6. If at all possible, disciplinary actions for minor criminal acts will be handled by school.

Transporting Students:

1. The SRO shall not transport students in their vehicle while engaged in SRO duties at a school except:
 - a. When the student is under arrest or otherwise detained. The SRO shall follow the WPD policies and procedures for transporting juveniles.
 - b. To transport a student to a referral agency such as the hospital, clinic or other location as determined by the school, when the student represents an immediate safety threat to themselves or others and only with a school official accompanying the student.
 - c. To remove a student who has been suspended or expelled and the parent or guardian is not available to remove the student and the student represents an immediate safety threat to themselves or others. A school employee shall accompany the SRO and student during the transport.
 - d. At the direction of the SRO supervisor.
 - e. The SRO shall notify the school principal or designee prior to removing any student from the school.

Investigation Procedures:

1. The SRO has the responsibility and authority to investigate criminal acts or suspected criminal activity on and around the school. The SRO shall coordinate such activities with the school to minimize education disruptions and to assure coordination with any administrative actions required by the school.

2. The SRO may conduct interviews of students during school hours with the approval of the principal and after notifying the parents or guardians.
3. If in the opinion of the SRO and principal an immediate investigation or interview is necessary to protect the safety of a student, school or staff, the SRO may conduct the interview without parental contact.
4. The SRO will follow the WPD policies and procedures for interviews of juveniles.

Search Procedures:

1. School officials shall follow the MSBSD policy on student searches at all times.
2. Evidence of criminal acts uncovered during an administrative search conducted by and at the direction of the school officials shall be turned over to the SRO for criminal investigation and proceedings.
3. The SRO shall refrain from using a school official as an agent of the police in conducting a search and seizure situation. The SRO will not ask or manipulate a school official into making a search on behalf of the SRO that would otherwise be prohibited by law.

Arrest Procedures:

1. The principal of the school is responsible for notifying the parent or guardian of any student arrested during school hours.
2. The SRO shall immediately notify the principal of any student they place under arrest while the student is on campus.
3. If the SRO arrests a school district employee on school property, the SRO shall immediately notify the principal. The principal shall then notify the Superintendent's office and the Assistant Superintendent of Instruction.
4. The SRO shall as soon as is reasonably possible, notify the principal of any other person arrested while on campus.

Access to Education Records:

The parties understand that some student records maintained by MSBSD are subject to legal restrictions on disclosure to protect student privacy. MSBSD officials shall be solely responsible for interpreting and applying those legal restrictions in cases where the SRO requests access to student records in the performance of police investigative duties, and the SRO shall abide by the determination of the MSBSD concerning access of the SRO to student records maintained by MSBSD.

1. School officials shall allow the SRO access to inspect and copy public records maintained by the school such as directory information and yearbooks.
2. School officials shall grant the SRO access to student educational records when such access is necessary to protect the health and safety of a student, other students in the school, staff or the public. Such disclosure shall be documented by the school and maintained in a confidential manner.
3. Confidential records may also be released to the SRO upon receipt of a release of information signed by the parent or guardian or upon receipt of a search warrant or subpoena.

Complaints Regarding the School Resource Officer:

1. In the event of a complaint made against the SRO received by the school district, the principal and SRO shall meet to discuss and resolve the issues or concerns raised. The SRO supervisor shall be notified of the complaint and may assist in the initial stage of resolution.
2. If the complaint cannot be resolved at the first level or is considered a serious problem, the principal shall notify the SRO supervisor and refer the complaint to the SRO supervisor. WPD shall notify the principal whether any disciplinary action was taken as a result of the complaint.
3. Concerns or issues regarding the performance of the SRO by the principal shall be brought to the SRO supervisor. If the issue cannot be resolved at this level, the principal shall meet with the WPD Chief to resolve the conflict.

4. If the SRO has a complaint regarding a school employee they shall contact the principal of the school the employees works in. The principal shall be responsible for investigating and handling the complaint in an appropriate manner. Should the complaint involve a principal or assistant principal the SRO shall forward the complaint through the SRO supervisor and information to the Assistant Superintendent of Instruction.

Classroom Instruction:

1. The SRO may instruct or present materials in a classroom setting on topics or materials that have been approved through the principal.
2. The SRO may instruct in a classroom only when there is a certified teacher present. The teacher is responsible for classroom management.

Records:

1. All investigative records created by the SRO shall remain the property of the WPD who shall maintain and control them in accordance with WPD policies and procedures.
2. Records, other than investigative records created by the WPD that pertain to the SRO's work and tasks that are not of an investigative or confidential nature shall be shared by WPD and the MSBSD.

Project Team:

1. MSBSD and WPD agree that for the duration of this agreement they shall form and maintain a project team to oversee and evaluate the project. The team shall be comprised of at least the following members:
 - a. Principal of affected schools or their designee.
 - b. Wasilla Police Chief
 - c. School Safety and Emergency Preparedness Manager
 - d. District Risk Management
 - e. Department of Instruction designee
 - f. School Resource Officer

2. The project team may add other agencies to the team as they determine would be in the best interest of the project.
3. The project team shall meet quarterly or more often as determined by the team members.
4. The team shall maintain minutes of their meetings.
5. The duties assigned to the project team are:
 - a. Provide for annual project evaluation.
 - b. Conduct an annual review of project goals and objectives and modify them as needed.
 - c. Prepare an annual report of the project for the WPD and MSBSD.

Modifications and Amendments:

This agreement may be modified or amended at any time by the parties by written agreement of the parties. The MSBSD and WPD understand and agree that this is an evolving new project and such modifications or amendments may be necessary for its continuation and success.

The parties agree that for non-financial modifications to this agreement the format shown in "attachment UB" will be used to modify or amend operational details of this agreement.

Notices:

All written notices under this agreement shall be sent to the following:

For the MSBSD:

Superintendent Dr. Monica Goyette
501 N. Gulkana Street, Palmer, AK 99645

For the WPD:

Chief Gene Belden, Wasilla Police Department
1800 E. Parks Highway, Wasilla, AK 99654

Termination:

Either party may terminate this agreement without cause by providing written notice to the other party at least 90 days prior to the requested termination date, stating the reasons for termination and the effective date.

Insurance:

For the duration of this agreement, WPD agrees to at its expense, have and maintain the following insurance coverage for the SRO:

- 1. State required Worker’s Compensation.
- 2. Professional and General Liability.
- 3. Vehicle Damage and Liability.
- 4. Employee benefits as provided to other Wasilla Police Officers.

Agreed to this day:

For the Matanuska-Susitna Borough School District:

Dr. Monica Goyette, Superintendent

Date

For the City of Wasilla:

Bert Cottle, Mayor

Date

Attachment A

School Resource Officer Agreement Form for Minor Agreement Amendments

Amendment number (INSERT NUMBER) to the School Resource Officer Memorandum of Agreement, between the Matanuska Susitna Borough School District (MSBSD) and the City of Wasilla Police Department (WPD) is hereby agreed to this day _____, 20____.

Whereas the MSBSD and WPD desire to amend the agreement for non-financial reasons and have agreed to use this form for that purpose, and

Whereas the amendment set forth below is of an operational nature, necessary to the proper functions for the School Resource Officer project.

Now therefore the parties agree to the following amendment: (INSERT

AMENDMENT AGREEMENT HERE)

Dated this day _____ of _____, 20____.

For the MSBSD: _____

For the WPD: _____

Attachment B

School Resource Officer Cost Sharing Agreement

Salary and Benefit Cost Sharing:				
Fiscal Year	Total Budget	Colony HS 75%	Houston HS 75%	City of Wasilla 25%
FY2019 (1/2 year)	187,440	70,290	70,290	46,860
FY2020	338,910	127,090	127,090	84,730
FY2021	346,695	130,010	130,010	86,675

Other Cost Sharing:

Both the MSBSD and the City of Wasilla recognize that other expenses related to the SRO program may arise which are not covered by salary and benefits. Such expenses include, but are not limited to: Training, Travel, Fuel, and Supplies related to the SRO Program. Such expenses will be shared in the same 75% (MSBSD), 25% (City of Wasilla) ratio as other program costs. At no time shall MSBSD's financial obligations exceed \$150,000 (for each school) in any given fiscal year without both parties agreeing in writing to the increase.