

AGREEMENT
Between
CITY OF CHENEY
and
CHENEY SCHOOL DISTRICT NO. 360

SPECIAL POLICE OFFICER COMMISSION

THIS AGREEMENT (“Agreement”) is between the CITY OF CHENEY (“City”), whose address is 609 2nd Street, Cheney, Washington 99004, and CHENEY SCHOOL DISTRICT NO. 360 (“CSD”), whose address is 12414 S. Andrus Road, Cheney, Washington, 99004.

WHEREAS, the City and CSD have had a long-standing and cooperative relationship in working together to provide police services, including School Resource Officer duties in and for the CSD; and

WHEREAS, the City has established a special limited commission entitled the Special Police Officer (“SPO”) commission, Section 2.50.060 of the Cheney Municipal Code, with limited authority to enforce laws related to school safety and security; the foregoing Agreement addresses the Special Police Officer commission.

IT IS, THEREFORE, MUTUALLY AGREED THAT District 360 Special Police Officers will operate under the terms and conditions as stated in the following paragraphs.

The Parties agree as follows:

1. **BACKGROUND**

This Agreement addresses the SPO commission. The SPO under the authority of Chapter 10.93 RCW are specially commissioned peace officers who are commissioned by the Cheney Police Department. SPO’s serve the law enforcement needs of the CSD, and are fully commissioned on the same basis as full-time peace officers to enforce the criminal laws of the state. SPO’s are employed by the CSD solely for the purpose of fulfilling the law enforcement needs of their employer, CSD. This Agreement empowers those SPO’s to use their SPO commission in the scope of their employment in the manner authorized by the Chief of Police as outlined in this Agreement and within the course and scope of their employment with CSD.

2. AUTHORITY TO GRANT THE SPECIAL POLICE OFFICER COMMISSION

The SPO commission is established under the authority of Chapter 10.93 RCW and deployed in the service of the CSD. Special Police Officers are commissioned by the CPD Chief of Police for the limited purpose defined by this Agreement. Specifically, they utilize their commission and serve the law enforcement needs of the CSD. They are fully commissioned on the same basis as full-time peace officers to enforce the criminal laws of the state.

3. PURPOSE OF AGREEMENT

This Agreement serves to define the roles and responsibilities of CSD, the City, and CPD, and to address the scope of the Special Police Officer commission as it relates to school safety, security, and School Resource Officer duties. This Agreement serves to replace all missives, memos, and other prior communications, whether verbal, electronic, or in writing, pertaining to the nature of the special commission granted to SPO's.

4. LEVEL OF COMMISSION

Under this Agreement, CSD Special Police Officers have a specially designated Cheney Police Department commission separate and distinct from other commissions. The commission shall be known as the *Special Police Officer Commission*. The authority to carry out law enforcement functions shall be as outlined below.

5. SCOPE OF AUTHORITY LIMITED TO PARAMETERS OF COMMISSION

Cheney School District 360's scope of authority is defined in this Agreement. In the discharge of their law enforcement duties, SPO's may not exceed the scope of the special commission that has been authorized by the Chief of Police.

6. ENFORCEMENT AUTHORITY

SPO's will have the following authorities granted by their commission:

A. Authority to Stop, Detain, and Investigate

Special Police Officers have the authority under this commission to investigate any suspicious or illegal activity as it relates to the safety and security interests of Cheney School District and to initiate lawful detentions based upon reasonable, articulable suspicion.

B. Crimes Subject to Investigation

Special Police Officers have the authority to investigate the following crimes within the geographical limits set forth in this Agreement:

- 1) All laws of city ordinances under the Cheney Municipal Code

- 2) State laws regarding misdemeanors and gross misdemeanors
- 3) Any egregious felonies, or those felonies not typically encountered by SPO's, will be investigated with the advisement and/or consultation of the CPD, who may respond to consult. Should CPD investigators determine that the investigation is beyond the SPO's competency or is sensitive in nature, the CPD may relieve the SPO of the investigation. The CPD may forward the investigation to the appropriate jurisdiction when the crime occurs outside of the City of Cheney.

C. Authority to Arrest

Special Police Officers shall have the authority to arrest individuals for whom they have developed probable cause or for whom a valid arrest warrant exists.

D. Authority to Transport and Book Upon Arrest

Special Police Officers are authorized to make arrests, and they are authorized to transport arrested individuals to Spokane County Jail or the Lincoln County Jail and to perform the booking process. Bookings are to be conducted in accordance with the policy and procedures of the CPD and respective jail facilities.

E. Enforcement of Truancy Laws

Special Police Officers have the authority to contact, detain, and transport truants as defined by RCW 28A.225.010 through 28A.225.140, within the CSD jurisdiction, and to deliver the child to (1) the custody of a person in parental relations to the child, (2) the school from which the child is absent, or (3) a program designated by the CSD.

F. Enforcement of Domestic Violence Laws and Orders

Special Police Officers have the authority and are authorized to enforce domestic violence laws and to serve domestic violence orders issued through the courts. They will follow the procedures set forth by law and the CPD.

G. AEPs

Special Police Officers have the authority to perform Authorized Emergency Placements (AEPs). In AEPs based strictly on exigent circumstances and with the documented approval of the CSD superintendent or designee, SPO's may, without a court order, remove and place a child who is abused or neglected and who may suffer further injury if it were necessary to first obtain a court order. This authority is found in state law and arises from an officer's community caretaking responsibility to act in an emergency situation to prevent harm to a child. This authority does not extend where circumstances are not exigent and in situations in which a court order could reasonably be obtained from a judge. In all cases of AEP, the SPO will notify the Chief of Police or designee immediately.

H. Traffic and Parking Enforcement

Special Police Officers are authorized to issue traffic citations for negligent and reckless driving committed by individuals in designated areas (see section 5). Moreover, SPO's may issue parking infractions on school property, designated parking lots, joint use property, in school zones, and on vehicles in neighborhoods where students, school staff, and school visitors are known to park.

I. Crowd Management and Special Events

Special Police Officers have the authority to provide crowd control management at athletic events, graduations, dances, proms, and other school-related activities and special events.

J. Community Caretaking

Special Police Officers have the authority to make contacts within their community caretaking capacity. This includes contact with individuals for non-criminal, non-investigatory purposes when the officer subjectively believes that assistance is needed for health or safety reasons, for the well-being and protection of a student, or where the situation requires emergency aid or a routine check for health and safety purposes.

7. GEOGRAPHICAL SCOPE OF AUTHORITY

Special Police Officers have the authority under this commission to investigate any suspicious or illegal activity as it relates to the safety and security interests of the CSD in the following geographical areas:

- A. All CSD grounds
- B. Areas that immediately abut and adjoin any school grounds
- C. Recognized extensions of school property
- D. Abutting properties such as parks and areas where school playgrounds overlap City parks as well as joint-use properties
- E. Areas of known student congregation
- F. Shared parking areas
- G. School buses and school bus stops
- H. On or around or in areas associated with privately contracted transportation vehicles
- I. Designated school crossings
- J. All locations where school activities take place, including off-site locations

8. ASSISTANCE FOR EMERGENCY SITUATIONS

In emergent or escalating situations presenting a safety or security threat, SPO's will request additional CPD assistance and/or other allied law enforcement agencies depending upon the SPO's location. Should the SPO request emergency assistance from other than the CPD, the SPO will advise the CPD Chief of Police or designee immediately.

9. PERSONS WHO MAY BE CONTACTED BY SPECIAL POLICE OFFICERS

Special Police Officers have the authority to contact anyone within the parameters defined by this Agreement if there is an articulable nexus between the person and school safety and security. SPO's may investigate crimes within the defined geographical locations involving any person who presents a safety or security threat to the school, its students, employees, or visitors. With a legitimate nexus to school safety and security or crimes committed within the geographical limits of SPO authority, SPO's may go outside the geographical boundaries to contact parents, suspects, witnesses, or victims in the course of their investigation.

10. ARMED STATUS

- A. Pistols, rifles, and shotguns to be carried by SPO's will be purchased by CSD and issued through the CPD. SPO's will carry their firearms in a manner as directed by the Chief of Police or designee. SPO's will qualify and carry all firearms in accordance with CPD policy. If at any time an SPO is deemed unqualified to carry a firearm, the SPO shall not carry such firearm until so qualified.
- B. General storage of firearms will be governed by CPD Policy. By mutual agreement, the Range Master of the CPD may coordinate the long-term storage of surplus CSD firearms. Regular maintenance of the firearms will be in accordance with CPD policy, and all maintenance will be performed by the SPO.

11. DOCUMENTATION AND REPORT WRITING

- A. Screening, correction, and approval of police-related reports that will be entered into the CPD records system and/or evidence to be stored in the CPD evidence room shall be the responsibility of the CPD. Internal CSD reports prepared by the SPO will be processed through the CSD.
- B. All police reports and other information will be completed and forwarded to CPD in a timely manner, in accordance with CPD policy and consistent with all other applicable laws.
- C. The CPD will educate SPO's as to the restrictions on data sharing and records security according to CPD policy as well as state and federal laws. Violations of records security and data sharing laws may result in revocation of Special Police Officer commission and/or arrest.

12. INFORMATION ACCESS

SPO's will not utilize the ACCESS system. The usage of ACCESS or any other law enforcement data sharing system will be governed by current CPD rules and state and federal laws.

13. QUALIFICATIONS OF SPECIAL POLICE OFFICERS

All SPO's shall meet the following qualifications set forth by the Chief of Police:

- A. Be at least twenty-one (21) years of age
- B. Be a citizen of the United States
- C. Have a high school diploma or equivalent
- D. Be of good moral character
- E. Not have been convicted of a felony, a crime of moral turpitude, or a crime involving a controlled substance
- F. Not have been involuntarily committed to an institution or treatment program for a mental disorder or an alcohol or controlled substance abuse
- G. Successful completion of a police academy and receipt of reserve commission or full police commission
- H. Have at least one (1) year of successful full-time law enforcement experience or two (2) years of successful part-time/reserve police experience. This qualification may be waived by the Chief of Police.
- I. Have at least ninety (90) days of experience in safety and security duties in the CSD's employ. This qualification may be waived by the Chief of Police.
- J. Candidates must also have been accepted for a Special Police Officer commission by the CPD.
- K. CSD employees who voluntarily choose to obtain an SPO commission will be subject to any additional qualifications as determined by the Chief of Police.
- L. In addition to the requirements above, before receiving an SPO commission, a potential SPO subject must meet the following additional conditions:
 - 1) Satisfactorily complete a training program specified by CPD's Chief of Police.
 - 2) Give an oath to uphold the Constitution and laws of the United States and of the State of Washington, as well as the ordinances of the City of Cheney.

14. TRAINING

A. CSD will coordinate all training through the CPD. All SPO's must complete a minimum of twenty-four (24) hours of annual in-service training. This training may cover, but is not limited to, content from the following subject areas:

- 1) Legal updates
- 2) Criminal law
- 3) Juvenile law
- 4) Criminal procedures
- 5) Report writing
- 6) Officer safety
- 7) Firearms training
- 8) Defensive tactics and control techniques
- 9) School safety and security
- 10) Vulnerable populations
- 11) Gangs
- 12) Domestic violence
- 13) Assault investigations
- 14) Crisis intervention/de-escalation training
- 15) Family Educational Rights and Privacy Act

B. This training shall be a collaborative effort between CSD and the CPD. CPD will provide in-service training and a local training venue at the cost of the CSD. While CPD will make every effort to provide specialized training at no cost, some circumstances may involve training and travel fees. These will be a coordinated effort, dependent upon the specific circumstances. The CPD will maintain records of all law enforcement commission-related training.

15. DUTY TO ENSURE VALID COMMISSION AND SCOPE OF EMPLOYMENT

CSD and the CPD will coordinate efforts to assist SPO's in the maintenance of their certifications.

16. SUPERVISORY CONTROL OVER SPECIAL POLICE OFFICERS

SPO's are understood to be operating under a dual system of control.

A. All CSD employment functions shall remain under the sole purview of CSD. "Employment functions" are defined for purposes of this Agreement as duties related to maintaining order and discipline in the classroom and on school grounds.

B. All law enforcement functions of an SPO shall fall under the sole purview of CPD. Law enforcement functions are defined for purposes of this Agreement as duties related to the discovery and prevention of crime.

- 1) In regard to law enforcement functions, the SPO will answer directly to the Chief of Police or designee.

- 2) Deployment of resources:
 - a. CSD will be primarily responsible for the allocation of personnel throughout its properties.
 - b. CSD will consider deployment strategies and work schedules based upon CPD recommendations and CSD requirements.

17. EQUIPMENT

CSD will be responsible for purchasing the necessary equipment for their SPO's. This equipment will meet the standards set forth by the CPD.

- A. Occasionally, certain equipment items will need to be purchased through CPD. In the event of this occurrence, cooperative efforts will be taken to ensure CPD is reimbursed for the items.
- B. The CPD will provide the practice and duty ammunition and request reimbursement.
- C. Uniforms, badges, insignia, and vehicle marking decisions will be made by the CSD with the approval of the Chief of Police.

18. COMPLAINT AND INVESTIGATION PROCEDURES

Because of the dual system of control under which SPO's operate, both Parties agree to a flexible and cooperative approach during investigations and as to complaints. Complaint and investigation procedures are delegated as follows:

- A. CPD Authority
 - 1) Any complaint or investigation pertaining to exercise of law enforcement powers relating to the SPO commission
 - 2) Any complaint or investigation referencing use of force, arrest of person, search of persons or property, or seizure of persons or property. CPD may defer complaints it deems minor regarding the above to CSD.
- B. CSD Authority
 - 1) Any complaint or investigation regarding the demeanor of the SPO
 - 2) Any complaint or investigation falling outside the parameters of the SPO commission
 - 3) CSD may shadow and/or monitor any CPD investigation of an SPO if and as agreed upon by the Chief of Police.

C. Disposition and information gleaned from SPO investigations conducted by either party

- 1) The CPD agrees to provide CSD with records it deems appropriate as to CPD investigations of SPO's.
- 2) CSD agrees to provide the CPD with dispositions it deems appropriate as to CSD investigations of SPO's to the extent allowed under any applicable CSD policies.

D. Officer-Involved Critical Incidents

"Officer-Involved Critical Incidents" are defined for purposes of this Agreement as officer-involved fatalities and other major incidents involving an SPO which may have possible criminal liability attached.

- 1) Should an SPO be involved in a critical incident involving the use of force resulting in serious injury or death of another during the course of their law enforcement duties, the CPD's critical incident protocol will govern. Pursuant to this protocol, the Spokane Investigative Regional Response ("SIRR") team shall immediately commence a thorough, fair, complete, and professional investigation, free of conflicts of interest.
- 2) CSD acknowledges that critical incidents involving the use of force resulting in serious injury or death are sensitive in nature and require a thorough investigation by law enforcement. In the event of a critical incident involving the serious injury or death of another person, CSD agrees to cooperate with the SIRR investigation. CSD will also cooperate with CPD to facilitate the integrity and impartiality of the SIRR investigation.

E. Revocation of Limited Commission Authority

The CPD, under the authority of the Chief of Police, can revoke the commission of an SPO, at his/her discretion.

19. LIABILITY

- A. The CSD shall defend, indemnify, and hold the City harmless for, from, and against any claim or cause, including defense costs and fees, and satisfaction of settlement, or judgment thereon, asserted against the City, which is solely based on the alleged fault of the City or an SPO in the course of its, his, or her performance of law enforcement functions as described in this Agreement, to include without limitation any claim or cause alleging negligent, improper, or unlawful grant by CPD of an SPO's commission; training of an SPO by CPD; use of force; search, seizure, or exercise of law enforcement authority by an SPO; and conduct by an SPO deviating from law enforcement training, standards, policy, or procedure.

- B. If a claim or cause is asserted against either or both CSD and/or the City based on allegations that are reasonably susceptible to a finding of dual, overlapping, concurrent, or in-concert fault of both CSD, the City, and/or CPD of breaches by CSD, the City, and/or CPD of their respective duties as described in this Agreement, then CSD and the City shall each separately satisfy any settlement or judgment payment responsibility to the extent, only, of its own separable and allocable percentage share of fault for the claimant's/plaintiff's damages; and in such event CSD and the City each shall, at its own respective expense, fund attorney fees and costs in defense of and to the extent of its own separable and allocable exposure to satisfaction of such judgment or settlement on such claim or cause.

20. ADMINISTRATION AND ASSISTANCE

The administration of this Agreement shall be performed by the Chief of Police or designee, who shall provide assistance and guidance to CSD necessary for the performance of this Agreement.

21. TERM OF AGREEMENT

This Agreement takes effect on June 1, 2018, and ends December 31, 2022, when it will be reviewed and updated or extended by mutual agreement. Either the City or CSD may initiate discussions to amend or modify this Agreement or any of its terms at an earlier date. Either party may terminate the Agreement with ninety (90) days' written notice to the other party.

22. AGREEMENT MODIFICATION

This Agreement may be amended or modified by mutual agreement of the Parties. Such amendments shall not be binding unless they are in the same formality of this Agreement, in writing and signed by personnel authorized to bind each of the Parties and the Chief of Police.

23. NOTICES

All notices required herein shall be deemed to be properly served if hand delivered, or if sent by mail, postage prepaid, to the last address previously furnished by the parties hereto. Until hereafter changed by the parties in writing, notices shall be addressed as follows:

City of Cheney:
Cheney Police Department
215 G Street
Cheney, WA 99004
(509) 498-9235

Cheney Public Schools:
Office of the Superintendent
12414 S. Andrus Road
Cheney, WA 99004
(509) 559-4502

24. ALL WRITINGS CONTAINED HEREIN

This Agreement is merged and fully integrated; it contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior memos, emails, and other writings on this matter are null and void.

In witness whereof, the Parties have caused this Agreement to be executed on date and year opposite their respective signatures.

CITY OF CHENEY


CHENEY PUBLIC SCHOOLS


Chris Grover, Mayor 4-10-18
Date


Rob Roettger, Superintendent 4/23/18
Date


John Hensley, Chief of Police 4/12/18
Date

Attest:


Cynthia L. Niemeier, City Clerk Date
4-10-18