

RES 16-020

Wilmington, Delaware
February 18, 2016

#4175

Sponsor:

Council
Member
Walsh

Co-Sponsor:

Council
Member
D. Brown

WHEREAS, City Code Section 2-10(b)(2) requires agreements with other governmental or quasi-governmental agencies for mutual support be “subject to approval by city council by resolution approved by a majority of all the members of city council”; and

WHEREAS, the Wilmington Police Department desires to enter into an agreement for mutual support (“Agreement”) with Wilmington Job Corps Center, a no-cost program administered by the U.S. Department of Labor to help youth improve the quality of their lives through career technical and academic training; and

WHEREAS, the purpose of the Agreement is to facilitate the training of Wilmington youth by creating certain obligations and policies that protect public health, safety and welfare, control the behavior of students who train at the Center, and create an environment for students that is conducive for learning and practicing career skills; and

WHEREAS, the Agreement also protects the students’ rights, including privacy and protection from unreasonable search and seizure; and

WHEREAS, the Agreement is at no cost to the City and will commence on the date of execution for a non-renewable term of two (2) years, unless terminated by either party upon fifteen (15) days prior written notice.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILIMINGTON, that, pursuant to City Code Section 2-10, the Agreement between the WILMINGTON POLICE DEPARTMENT and the

WILMINGTON JOB CORPS CENTER, a copy of which is attached hereto and made part hereof, is hereby approved and the Mayor or his designee and the City Clerk are hereby authorized and directed to execute as many copies of the said Agreement as may be necessary.

Passed by City Council, Feb. 18, 2016

~~President of City Council~~

ATTEST: 
City Clerk

Approved as to form this
17 day of Feb 2016.


Assistant City Solicitor

Approved this ____ day of ____, 2016.

~~Mayor~~

SYNOPSIS: This Resolution approves a Mutual Support Agreement between the Wilmington Police Department and the Wilmington Job Corps Center, a program administered by the U.S. Department of Labor to help youth improve the quality of their lives through free career technical and academic training. The term of the Agreement is for two (2) years and is not renewable. There is no negative fiscal impact to the City by entering into the Agreement.

**MUTUAL SUPPORT AGREEMENT
BETWEEN
WILMINGTON POLICE DEPARTMENT
&
WILMINGTON JOB CORPS CENTER**

This Agreement is entered into between the City of Wilmington Police Department hereinafter referred to as the "Agency" and Wilmington Job Corps Career Center hereinafter referred to the "Center."

- I. Purpose:** The purpose of this Agreement is to provide for mutual aid in the protection of public health, safety, and welfare by and through the Center's support to control the behavior of students who train within the Wilmington limits and to assist with maintaining an environment that allows students a place to learn and practice career skills. This Mutual Agreement also protects Wilmington student's rights, guarantees privacy and protection from unreasonable search and seizure. In carrying out this agreement, all personnel of the parties shall perform in accordance with applicable professional standards, and with at least minimum standards of personal behavior to include basic decent respect for authority and for fellow human beings. The relationship arising from this agreement is contingent in nature. See City Code Sec. 2-10.
- II. Center Services to be provided:**
- 1) The Center shall provide access for authorized representatives of each party. The Center shall further provide enforcement education for authorized representatives of each party.
 - 2) Incidents occurring on Center that are not addressed through administrative channels of the Center will be referred to the appropriate outside Law Enforcement Agency for investigation, filing consideration, and criminal prospective decision.
 - 3) The Center shall notify all students of the Center's policies and procedures regarding unauthorized goods, searches, and seizures.
 - 4) The Center agrees that evidence of a crime found on the premises for which a student has been arrested and which has been found during the course of a center administrative search (search conducted without a warrant by Center Officials) shall not be unnecessarily disturbed, but held for Agency Personnel.
 - 5) Rules detailing the entry, exit, and conduct of persons who seek campus access shall be established by the Center.
 - 6) The Center agrees to allow the Agency access to the premises. This shall include interrogation of students or staff determined to be prime suspects or witnesses of crimes committed either on or away from the premises.

- 7) The Center shall follow State and Federal Regulations and established center policies regarding the search and seizure of students, employees and visitors on the premises.
- 8) The Center shall report all offenses of a criminal nature to the Agency. The center shall cooperate fully with the decision of the agency.
- 9) The Center's statement forms are authorized for interview of complainant(s) and witness(s). See Attachment A).
- 10) The Center agrees to report all serious offenses committed on the Center Site to the Agency, including, but not limited to:

- b) Suspected Arson.
- c) Assaults with obvious physical injury, or where students are sent to the hospital, or where deadly weapons are alleged or used.
- d) Burglaries or Larcenies.
- e) Narcotics Violations.
- f) Sexual Offenses.
- g) Any large gatherings of a hostile nature; AND
- h) Possession of firearms, except for security of student payroll by Non-Center staff or Law Enforcement Personnel conducting routine law enforcement duties or providing training.

III. The Center shall ensure that the following unauthorized goods are not permitted on Center:

- a) Firearms and Ammunition.
- b) Explosives and Incendiaries.
- c) Knives-with blades longer than 2 inches.
- d) Homemade Weapons.
- e) All other weapons and instruments for which the primary use is to inflict personal injury.
- f) Drugs and Drug paraphernalia.
- g) Stolen Property.
- h) Alcohol.
- i) Tobacco for Minors.
- j) Any other items which are illegal under state law.

IV. The Center shall conduct searches and seizures only in the following circumstances:

- a) General inspections of lockers and other center facilities may be conducted periodically.
- b) Searches for unauthorized goods may be conducted only when the Center Director believes such goods are being hidden on Center. The reasons for the search must be documented.
- c) The scope of search may be no wider than what is necessary to accomplish the specific purpose of the search. Unauthorized goods found as a result of a search must be confiscated and turned over to Law Enforcement Personnel.

- d) A search of the person of an entire group of Center enrollees is prohibited when the information in the possession of Center officials indicates that only some members, or less than all members, of the group are in possession of contraband that is prohibited on center property.
- e) The Center shall not conduct strip searches of students. If the Center Director believes a strip search of a student is necessary, local Law Enforcement Authorities must be contacted and requested to perform the search.
- f) Searches for evidence of crime may be conducted for evidence in criminal prosecution. These must always be done by a Law Enforcement Office with a search warrant, except when delay would endanger the physical well being of students or the destruction of evidence.

V. The Center Operators shall dispose of unauthorized goods as follows:

- 1) Stolen property must be returned to its rightful owner.
- 2) Narcotics must be stored and disposed of according to agreements negotiated by the Center and the Wilmington Local Law Enforcement Agency.
- 3) Confiscated weapons (including firearms) must be reported and disposed of according to agreements negotiated by the Center with Wilmington Local Law Enforcement Agencies. The Center must maintain a list of weapons reported to Law Enforcement Agencies, giving the student's name, student ID number and the serial number, type, make and model of the weapon (Form #SAF9).

VI. The Center shall employ physical restraint and isolation as follows:

- a) Limit use of physical restraint to only those situations that seriously threaten persons or property. Ensure that no student is restrained for more than 1 hour without at least verbal consultation and approval from a physician. Staff may not use handcuffs, mace, pepper spray (or any derivatives) on students. Staff shall be aware of and abide by any state laws regarding restraint and isolation.
- b) Use of on-center isolation facilities for temporary segregation of students from their peers only when behavior constitutes an immediate threat to themselves, other persons, or property, until Agency Personnel arrive.

VII. Agency Services to Be Provided:

- a) The Agency agrees to provide emergency support to the center in times of crisis.
- b) The Agency agrees, that students, staff, or other suspect(s) shall be advised of their Constitutional Rights, as applicable.
- c) The Agency shall follow State and Federal Regulations and established center policies that are not contrary to established police procedure, regarding the search and seizure of students, employees, and visitors on the premises.
- d) The Agency agrees to release students to Center officials for

disciplinary action when students (less than 18 years of age) are involved in minor offenses as defined by the Agency. This will occur after parental or guardian notification is made by the Center or Agency.

- e) The Agency agrees to notify the Center by telephone or radio when the Agency is aware that a student is arrested by the Wilmington Police Department.
- f) The Agency agrees that when formal criminal charges have been brought against a student and a court date or hearing date has been set, that the Agency will place the charged student in custody until bail is set.
- g) The Agency agrees that Wilmington Police Officers will patrol around the Center's premises daily as part of normal patrol of duties through this section of the City of Wilmington.
- h) The Agency agrees to support the center periodically, as requested, with Active Shooter (AS) information, AS Drill support, and other support to address any terroristic threat that may be lodged against the Center.
- i) The Agency agrees to support the center periodically, as requested, with its canine unit in order to deter drug trafficking activities.
- j) The obligations and undertakings of each of the parties to this Agreement will be performed within the City of Wilmington.

This Agreement shall commence on the date of execution hereof by both parties and shall continue to full force and effect for two (2) years unless terminated by either party with fifteen (15) days prior written notice to the other party.

The Center shall defend, indemnify, and hold harmless the Agency, its employees, agents, and officers, from and against any and all claims, damages, actions, liability and expenses, including reasonable attorney's fees, resulting from the acts or omissions of the Center, or any of its employees, agents, subcontractors, consultants, or subconsultants in performing the services required under this Agreement.

This Agreement shall be governed and constructed in accordance with all applicable laws of the State of Delaware.

Chief, Wilmington Police Department

Date



Eva Howell, WJCC Center Director

1-20-16
Date

Dr. Francis Cole, Regional Director Region II

Date



WJCC Safety/Loss Control Officer

1-20-16
Date