

Tenino School District No. 402

And The City of Tenino

Interlocal Agreement for School Resource Officer

WHEREAS, the City of Tenino, Washington (the "City"), is duly organized and existing under the Constitution and the laws of the State of Washington. The City provides the full range of services contemplated by statute or charter, including police, court, public works, parks, planning and development, water and utility services, and general administrative and support services; and

WHEREAS, Tenio School District Number 402, is a second-class District duly organized and existing under the Constitution and the laws of the State of Washington, whose primary goal is providing each child with the necessary skills and attitudes, commensurate with his or her ability, to become effective citizens; and

WHEREAS, the "School Resource Officer (SRO's)" are sworn, career law enforcement officers who are deployed by an employing police department or agency in a community-oriented policing assignment responsible for providing security and crime prevention services in the American school environment; and

WHEREAS, the District and the City work cooperatively to ensure a safe and secure learning environment for the youth of this community and agree that it is in the best interest of both parties to assign a School Resource Officer (SRO) to the schools within the District; and

WHEREAS, the City hereby represents that all its sworn Police Officers are trained to the standards established by the State of Washington and possess commissions issued by the appropriate authority to enable them to operate effectively as SRO's; and

WHEREAS, the District agrees to share in the cost of, and provide facilities for, a School Resource Officer.

NOW, THEREFORE, it is mutually agreed as follows:

This Agreement is entered into this 1<sup>st</sup> Day of October ~~2017~~, 2022, by and between the City and the District.

SECTION I – DESIGNATION OF PRIMARY SRO

The Chief of Police will be responsible for ~~servicing as~~ assigning the primary SRO for the Tenino School District. The primary SRO's will be a certified by the NASRO or an equivalent IADLEST Certified SRO training program. If an SRO is assigned to the District and does not have the aforementioned training the SRO shall be enrolled in the next available training course.

## SECTION II – GENERAL REQUIREMENTS

The SRO will provide a uniformed presence on campus to promote safety and serve as a positive resource to the high school, middle school, and elementary schools. SRO's will call on all schools, district properties and surrounding areas to identify, investigate, enforce, deter, and prevent crime, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs or other similar activities. In addition, SRO will provide students, parents, teachers and administrators with information, support, education/training, problem solving mediation and facilitation.

## SECTION III – SRO SUPERVISION AND SCHEDULING

The SRO is, and shall always remain, an employee of the City and shall not be an employee of the district. The SRO shall remain responsive to supervision and chain of command of the Tenino Police Department, which shall be responsible for their hiring, training, discipline, and dismissal. Any allegation of improper conduct by an SRO will be referred to the SRO's immediate supervisor.

To effectively dispatch the duties and responsibilities of identified herein, the SRO will maintain a daily presence at Tenino High and Tenino Middle Schools and a weekly presence at Tenino Elementary and Parkside Elementary School, exigent circumstance excepted presence at all school and afternoon activities and evening events whenever possible. The SRO will be scheduled Monday through Friday during the school year and responsible to the District for the entirety of his/her shift. The SRO's schedule can be adjusted to accommodate after hours District events as requested by leadership. The SRO's schedule can be adjusted by the Chief of Police or his/her designee in the event of a critical incident or department emergency. Such incidents and emergencies will be discussed with District when practical.

The efficacy of the SRO program will be assessed on quarterly basis. District and City staff will collaborate to measure the effectiveness of SRO program. During the quarterly meetings, adjustments to the SRO program will be determined. The amount of time, court time, or any other police-related activity, including any emergencies such as civil disasters.

The SRO's schedule will be coordinated between the Department and the District. When school is not in session the SRO will work on assignments as determined by their supervisor.

As part of this agreement the Department will work with the District to provide security at sporting events and other special events.

## SECTION IV – RIGHT TO PRESENT COMPLAINTS

In the event the District has cause to believe that the SRO is not effectively performing in accordance with the Agreement, the District may recommend to the Department that the SRO be removed from the program.

To initiate the replacement of an SRO, the District will state the reasons in writing. Within a reasonable period after receiving the recommendation, the Superintendent or his/her designee will meet with the ~~Mayor~~ Chief or his/her designee, to mediate or resolve the problem that may exist.

#### SECTION V – PRIMARY SRO DUTIES AND RESPONSIBILITIES

The SRO shall serve as a resource for the District through a focus on safety, education and serving as a community liaison. Safety and liaison activities will include:

- Collaborate in the development and training of school staff in threat assessment, critical incident response and the development of an off-site crisis response center in case of a school, district or county-wide critical incident or terrorist event impacting the safety of students and staff.
- Developing and coordinating emergency response plans in conjunction with other emergency responders.
- Incorporating law enforcement onto school crisis managements teams.
- Developing protocols for handling specific types of emergencies.
- Rehearsing such protocols using tabletop exercises, drills, and mock evacuations and lockdowns.
- Participate in planned training with mental health juvenile justices, and school-based staff.
- Work with all District partners in the delivery of law enforcement-related prevention activities for both students and staff.
- Collaborate with District partners is assuring the development, revision and dissemination of safe school policies.

Education activities include training and classroom presentations that complement the educational curriculum by emphasizing the fundamental principles and skills needed for responsible citizenship, as well as by teaching topics related to policing. SRO's can present courses for students, faculty, and parents. Topics covered by the SRO may include:

- Alcohol and drug awareness
- Gang and strange awareness and resistance
- General crime prevention
- Conflict resolution
- Internet and Cyber safety, laws and bullying
- Bicycling, pedestrian, and motor vehicle safety
- Special crimes in which students are especially likely to be offenders or victims, such as vandalism, shoplifting, and sexual assault by acquaintances.

#### SECTION VI – ADDITONAL SRO DUTIES AND RESPONSIBILITES

Additional duties and responsibilities of the SRO while on duty include, but are not limited to, the following:

- Regularly wear the official police uniform
- Establish and maintain a positive working relationship with the students, school administrators and school staff.
- Act as a resource person in the area of law enforcement education at the request of the staff, speaking in classes on the law, search and seizure, drugs motor vehicle laws, etc.
- Assist in providing school-based security during the regular school day; assist in the promotion of a safe and orderly environment at the assigned schools. The SRO shall not act as a disciplinarian; however, the SRO may assist the school with the discipline problems and, if the problem or incident is a violation of the law, will determine whether law enforcement action is appropriate. Violations of school rules will be turned over to the school administration.
- Investigate crimes or other school-related incidents on campus, making arrests, when appropriate, and making the necessary timely notifications to parents, school staff, and social services agencies.
- Assist in mediating disputes on campus, including working with students to help them solve disputes in a non-violent manner.
- Perform other duties mutually agreed upon by the District and the SRO provided the duty is legitimately and reasonably related to the SRO program as described in the Agreement and is consistent with Federal and State Law, local ordinances, Police Department and School District policies, procedures, rules, and regulations.

#### SECTION VII – DISTRICT RESPONSIBILITIES

In return for the City providing SRO services, the Tenino School District will:

- Provide a secure office space within the Tenino School District to be used by the SRO for general office purposes. The offices must be properly lighted and equipped with a telephone. This office space can be a shared space with district personnel with the ability to be used solely by the SRO if/when situations arise dictating this need.
- Equip office with a locking cabinet and reasonable office supplies.
- Provide a reasonable police parking space or parking area.

#### SECTION VIII – PAYMENT

The Tenino School District agrees to pay the City of Tenino ~~\$18,000.00~~ ~~70,000.00~~ ~~\$50,000.00~~ as its share of the SRO program for the period of October 1, ~~2017~~ ~~2022~~ to August 31, ~~2018~~ ~~2023~~. In addition, the Tenino School District agrees to pay up to \$2,000.00 for Department officer training directly related

~~the development of an officer's skill and ability to be an effective SRO. The access of training funds will require the prior approval of the District Superintendent.~~

#### SECTION IX - INDEPENDENT CONSULTANT

Both parties understand and agree that the City is acting hereunder as an independent contractor. No agent, employee, servant, or representative of the City shall be deemed to be an employee, agent, servant, or representative of the District for any purpose, and the employees of the City are not entitled to any of the benefits the District provides for its employees. The City will be solely and entirely responsible for its acts and for the acts of its agents, employees, servant, or representative of the District for any purpose, and the employees of the City are not entitled to any of the benefits the District provides for its employees. The City will be solely and entirely responsible for its acts and for the acts of its agents, employees servant, subcontractors, or representative during the performance of this agreement.

In the performance of the services herein contemplated, the City is an independent contractor with the authority to:

- Control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the District and shall be subject to the District's general rights of the inspections and review to secure the satisfactory completion thereof.
- Personnel, standards or performance, discipline and other aspects of performance shall be governed entirely by the City.
- All liabilities for salaries, wages, and any other compensation, work related injury or sickness shall be that of the City of Tenino.

Both parties understand and agree that the terms of the agreement do not alter the duties and responsibilities either party may have to the other or to the public.

#### SECTION X – INDEMNIFICATION

The City of Tenino will protect, defend, indemnify, and save harmless the Tenino School District, its officers, employees, and agents from any and all costs, claims judgements or awards of damages arising out of or in any way resulting from negligent acts or omissions of the City of Tenino, its officers, employees or agents in the performance of its agreement.

The Tenino School District will protect, defend, indemnify, and save harmless the City of Tenino, it's officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from the negligent accts or omissions of the School District, its officers, employees or agents in the performance of this agreement.

## SECTION XI – ENTIRE AGREEMENT

This Agreement expresses the entire agreement of the parties. This Agreement may be modified at any time, provided, provided that such modification must be made by a written instrument and afforded the same degree of formality as the original agreement.

## SECTION XII – DURATION AND TERMINATION

The initial term of this agreement shall be for a period of eleven months beginning October 1, ~~2017~~ 2022 and ending on August 31, ~~2018~~ 2023. The agreement shall automatically renew for successive 12-month terms on September 1<sup>st</sup> of each year, unless action is taken to terminate or revise the agreement as specified, below.

Termination of Convenience: Either party may terminate this agreement at any time, and for any reason, by giving 30 days' written notice to the other party. If the agreement is terminated by either party as provided herein, the City shall be paid a pro-rata amount for the work completed as of the date of termination at the rate of \$~~1500~~ 5834.00 ~~\$4167.00~~ per month, or \$~~375~~ 1346.00 ~~\$962.00~~ per week, as the case may be.

## SECTION XIII – GOVERNING LAW AND VENUE

The Agreement has been, and shall be construed as having been, made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

It is further agreed that, prior to litigation of any dispute arising out of this Agreement, the Parties will submit the matter to mediation on terms and conditions to be agreed upon or, failing such agreement, to the Washington Arbitration and Mediation Service in Seattle. Each party will be responsible for their own costs of mediation, including attorney's fees, and share the mediation service fee equally.

As evidence of their Agreement, both parties, through their authorized agents, having read and understood the above and foregoing, and with the intent to be bound hereby, hereby executed this Agreement on the date last entered below.

Signatures to follow.