

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF TUMWATER
AND THE TUMWATER SCHOOL DISTRICT
FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is made and entered into this 1st day of September 2019, by the City of Tumwater, a municipal corporation of the State of Washington ("CITY") and the Tumwater School District ("SCHOOL DISTRICT").

WHEREAS, the CITY and the SCHOOL DISTRICT 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 (2) School Resource Officers (SRO's) to provide services to High, Middle and Primary schools within the SCHOOL DISTRICT; and

WHEREAS, the SCHOOL DISTRICT agrees to provide facilities for the aforementioned SRO's;

NOW, THEREFORE, in consideration of the mutual terms, provisions, and obligations contained herein, it is agreed by and between the CITY and SCHOOL DISTRICT as follows:

I.

The Tumwater Police Department ("POLICE DEPARTMENT") will assign two regularly employed Tumwater Police Officers to serve as SRO's.

(1) SRO will primarily serve Tumwater High School and Black Hills High School.

(1) SRO will primarily serve Tumwater Middle School and Bush Middle School.

Both SRO's will provide service to Black Lake Elementary, Tumwater Hill Elementary, Michael T. Simmons Elementary, Peter G. Schmidt Elementary, East Olympia Elementary and Littlerock Elementary on an as needed/when available basis.

II.

The SRO's will provide a uniformed presence on campus to promote safety and serve as a positive resource to the SCHOOL DISTRICT schools. SRO's will patrol his/her assigned schools and surrounding areas in order 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's will provide students, parents, teachers, administrators, and neighborhood residents with information, support, and problem solving mediation and facilitation.

III.

The SRO's shall at all times remain an employee of the CITY and shall not be an employee of the SCHOOL DISTRICT. The SRO's shall remain responsive to supervision and chain of command of the POLICE DEPARTMENT which shall be responsible for their hiring, training, discipline, and dismissal. Any allegation of improper conduct by a SRO will be referred to the SRO's immediate supervisor.

The SRO's will be assigned to the schools on a full-time, forty (40) hour work week, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity, including any emergencies such as civil disasters.

Scheduling for SRO's while school is in session will be determined by mutual agreement of the SCHOOL DISTRICT administration and the SRO's police supervisor. As such, the normal work schedule will be Monday through Friday, 7:00 a.m. to 3:00 p.m., September through June. The SRO's will not take vacation while school is in session unless approved by his/her police supervisor. The affected schools will be notified regarding any unscheduled absences. On scheduled work days when school is not in session (summer vacation, school breaks, holidays, etc.), the SRO's will work on assignments as determined by their police supervisor.

IV.

In the event the Principal of a school to which an SRO has been assigned has cause to believe that particular SRO is not effectively performing in accordance with this Agreement, the Principal may recommend to the School District that the SRO be removed from the program. This assumes that mediation with the SRO's chain of command and the Principal has failed.

To initiate the replacement of an SRO, the Principal will recommend to the District Superintendent, or his/her designee, that the SRO should be replaced, stating the reasons in writing. Within a reasonable period of time after receiving the recommendation, the Superintendent or his/her designee will meet with the Chief of Police or his/her designee, to mediate or resolve the problem that may exist.

V.

The duties and responsibilities of the POLICE DEPARTMENT include the following:

- Have SRO's participate in and train school and community partner 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, staff, family members and community residents.
- Participate in planned training with mental health, juvenile justice, and school based staff.
- Work with all SCHOOL DISTRICT partners in the delivery of law enforcement-related prevention activities for both students and their families.
- Collaborate with SCHOOL DISTRICT partners in assuring the development, revision and dissemination of safe school policies.

VI.

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 working rapport with the school administration 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 and similar law enforcement topics.
- 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's shall not act as a disciplinarian; however, the SRO's may assist the school with discipline problems and, if the problem or incident is a violation of 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 service agencies.
- Assist in mediating disputes on campus, including working with students to help them solve disputes in a non-violent manner.
- Perform other duties as mutually agreed upon by the principal and the SRO provided the duty is legitimately and reasonably related to the SRO program as described in this Agreement and is consistent with Federal and State law, local ordinances, POLICE DEPARTMENT and SCHOOL DISTRICT policies, procedures, rules and regulations.

VII.

In return for the City providing SRO services, the SCHOOL DISTRICT will:

- Provide a private and secure office space within each high school and middle school to be used by the SRO's for general office purposes and interviews. The offices must be properly lighted, with a telephone that has a speakerphone feature.
- Equip each office with 2 or 4 drawer locking cabinet and reasonable office supplies including a desk.
- Provide a reasonable police parking space or parking area.
- Will partner with the POLICE DEPARTMENT to provide annual training to the SRO's specific to their roles and responsibilities within the schools, as budgeting allows.

VIII.

Both parties understand and agree that the CITY is acting hereunder as an independent contractor, with the following intended results:

- Control of personnel, standards or performance, discipline and other aspects of performance shall be governed entirely by the POLICE DEPARTMENT;
- All persons rendering services hereunder shall be for all purposes employees of the CITY;

- All liabilities for work-related injury or sickness shall be that of the CITY.
- All salaries, wages and any other compensation for the high school SRO will be that of the CITY.
- The base salary, premium pay and benefits for the middle school SRO will be that of the SCHOOL DISTRICT. Any additional salary, wages or any other compensation will be that of the CITY. The SCHOOL DISTRICT shall pay the CITY a total sum of \$479,975.00. The CITY will invoice the SCHOOL DISTRICT on a quarterly basis.

Cost Breakdown:

September 1, 2019 to December 31, 2019 =	\$ 45,050
January 1, 2020 to December 31, 2020 =	\$139,825
January 1, 2021 to December 31, 2021 =	\$144,650
January 1, 2022 to December 31, 2022 =	\$150,450

Both parties understand and agree that the SCHOOL DISTRICT retains its legal responsibility for the safety and security of the school district, its employees, students, and property and this Agreement does not alter that responsibility.

IX.

The CITY will protect, defend, indemnify, and save harmless the SCHOOL DISTRICT, its officers, employees, agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the CITY, its officers, employees or agents.

The SCHOOL DISTRICT will protect, defend, indemnify, and save harmless the CITY, its officers, employees, agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the SCHOOL DISTRICT, its officers, employees or agents.

X.

The parties shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement, which shall not be less than the following: Commercial General Liability insurance providing equivalent liability coverage in an amount no less than \$5,000,000 that covers liability arising from personal injury, bodily injury

and property damage. The CITY shall also maintain law enforcement liability coverage of no less than \$5,000,000, and the SCHOOL DISTRICT shall also maintain educators liability coverage of no less than \$5,000,000. The CITY and SCHOOL DISTRICT shall be named by endorsement as an additional insured or equivalent coverage commitment under the CITY's and SCHOOL DISTRICT'S respective Commercial General Liability insurance policy or equivalent self-insurance cooperative agreement with the SCHOOL DISTRICT responsible for any negligent acts or omissions of the SCHOOL DISTRICT and its employees, and the CITY responsible for any negligent acts or omissions of the CITY and the SRO. If a party to the Agreement is a member of a self-insured, governmental risk pool that shall satisfy the requirements for that party.

XI.

This Agreement expresses the entire agreement of the parties. This Agreement may be amended or modified at any time by mutual agreement of the parties. Any amendment or modification shall be in writing, signed, and acknowledged by all the parties.

XII.

This Agreement may be terminated only after sixty (60) days written notice received by one party, given by the other. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.

This Agreement will expire December 31, 2022 unless mutually extended by the parties in writing.

XIII.

This Agreement sets forth all terms and conditions agreed upon by the CITY and SCHOOL DISTRICT, and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

This Agreement for the School Resource Officer Program is hereby entered into between the City of Tumwater and Tumwater School District and shall take effect on the date of the last authorizing signature affixed hereto:

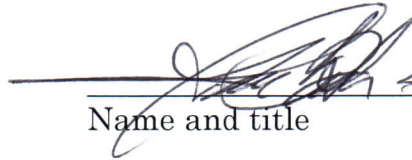
CITY OF TUMWATER



Pete Kmet, Mayor

Dated: 4/23/19

TUMWATER SCHOOL DISTRICT

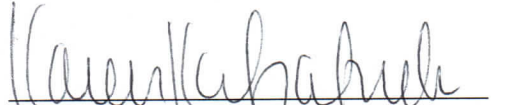
 SUPERINTENDENT
Name and title

Dated: 3/14/19

ATTEST:


Melody Valiant, City Clerk

APPROVED AS TO FORM:


Karen Kirkpatrick, City Attorney