

ORIGINAL
AGREEMENT

between
NSD / 13-106
&
City of Bothell

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF BOTHELL AND THE NORTHSHORE SCHOOL DISTRICT**

WHEREAS, Chapter 39.34 RCW regarding interlocal cooperation permits local governmental agencies to make more efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage and thereby to provide services and facilities in a manner that best accords with geographic, economic, population or other factors influencing the needs and development of each governmental entity; and

WHEREAS, the City of Bothell and the Northshore School District recognize that a School Resource Officer program benefits both the School District and the City; and,

WHEREAS, the parties have mutually determined that it would be beneficial to assign one (1) full-time, experienced, fully commissioned Bothell police officer as a School Resource Officer (SRO) to certain schools within the District during regular school hours and the regular school year, in order to assist the School District in its educational mission by addressing issues such as juvenile crimes, threats and harassment, child abuse, any gang problems and all other crime issues affecting the safety, security and efficiency of the school system as well as providing for positive interaction with students on a regular basis; and

WHEREAS, the parties wish to commit to the partial funding of the officer as described herein; and

WHEREAS, it is the intention of the parties as reflected by the partial funding of the officer to acknowledge that the officer, as all police officers of the City, are subject to the control of the Chief of Police (hereinafter "Chief") and may be assigned to other police duties outside of the regular school hours and schedule as well as on an emergency basis.

NOW, THEREFORE, the City of Bothell, Washington (hereinafter "City") and Northshore School District (hereinafter "District") have entered into this agreement in consideration of the mutual benefits to be derived and in accordance with the authorization provided by Chapter 39.34 RCW:

1. Purpose. The purpose of this interlocal agreement is to provide for the partial funding necessary to permit assignment by the City of one full-time, experienced,

commissioned Bothell police officer on a full-time basis. This officer will provide support to Bothell High School, Skyview Junior High School and Canyon Park Junior High School within the City of Bothell. "Full-time basis" shall mean eight hours per day assignment during regularly scheduled school hours and school year. The officer will be scheduled to spend mornings and all day Friday at the high school and the other afternoons at the junior highs (Monday and Tuesday at Skyview Junior High, Wednesday and Thursday at Canyon Park Junior High,). It is understood that this schedule is subject to change. Examples of when change may occur include the SRO responding to emergencies at other schools, following up on investigations at other schools, attending police training required by the City, and utilizing leave authorized by the City. The officer will be provided by the District with offices, telephones, required office supplies, other required school related equipment, and instructional material as required by the District, at each school and will maintain regular school hours when possible. The officer will be assimilated into school organizations as any other regular member of the school's staff. The purpose of this agreement is not to provide for crowd control at games, events and other activities; or to otherwise function as a security officer of the District. However, because of large student attendance at home football games, the SRO will attend each home game to work with the high school administrator. If the SRO is not available to attend a home game, another full-time, experienced, fully commissioned Bothell police officer shall be assigned. The School Resource Officer's duties may include:

- 1.1 The provision of the presence of a uniformed police officer at those schools in order to create a sense of increased safety for students and staff;
- 1.2 Participation in school curriculum with time that varies from school to school, depending on the age of the children and the need of the particular school;
- 1.3 Interaction with students at break times, lunches, and scheduled activity periods;
- 1.4 Receipt of crime reports on any crime that occurs on school grounds in the City of Bothell during duty hours and acting as a liaison between the School District Security Office and the Bothell Police Department. Additionally, the officer may assist in any secondary investigation as assigned by the Chief or the Chief's designees;

1.5 Provision of a link between the law enforcement community, the social and health system agencies, youth advocacy programs and the school system;

1.6 Function as the eyes and ears of the Special Investigations Unit within the Police Department, with particular emphasis in the area of identifying, monitoring, and interacting with at-risk youth; and

1.7 Assisting the School District address child abuse, runaway children, criminal problems, gang problems, and other issues affecting the safety, security and efficiency of the school system.

The aforementioned duties are subject to consultation and revision at the mutual agreement of the parties during the term of the agreement. Neither the District nor its officers, agents, or employees shall have the ability to direct the officer to make an arrest, or otherwise exercise police powers. The direction of the officer and the performance of police functions is the sole prerogative of the Chief or the Chief's designees.

2. Funding. In consideration for the City's assignment of a School Resources Officer in accordance with the program outlined in Section 1, the District agrees to pay the sum of \$22,774 for support from January 2, 2013 until the end of the 2012-13 school year. This amount represents one-half of the costs associated with expected salary and all applicable benefits and premium expenses (excluding operation and maintenance expenses for the SRO program) for 104 days of the 2013 school year based upon the 2013 salary and benefit expenses for the SRO. The City will invoice the District one half of the annual sum in January and the second half in April. In addition, the District will provide the City a purchase order in the full amount at the beginning of the period. Upon renewal as provided for in paragraph 8 below, funding in successive years shall be an amount as calculated above (1/2 of salary and all applicable benefits and premiums for the school year). Prior to the start of each school year the City shall calculate the cost for the next year in accordance with this paragraph and provide notice of such to the District 45 days prior to the first day of school. Such amount shall be the new payment amount for the agreement unless the District chooses to terminate this agreement as provided below.

3. Selection of Officers. The City, through its Chief, shall interview officers for assignment to this program. The District will assist with this process by providing input on the officer to be assigned to the program. The assignment of any officer to the District and its schools remains solely within the final discretion of the Chief or the Chief's designees; nothing herein shall be interpreted to limit that discretion.

4. Assignment of Officer: Emergency and Other Assignment. The City agrees to assign a regularly commissioned, experienced Bothell police officer, selected with the advice and consent of the District, to its schools in accordance with the program outlined in Paragraph 1. It is anticipated that the parties may adjust the duties and objectives set forth in Paragraph 1. The adjustment of the program and the officer assigned may be accomplished with the mutual consent of the parties to this agreement without necessitating its written amendment. The assignment of a police officer to the District is for the purpose of furthering the educational mission of the school by establishing the program described in Paragraph 1 and the positive interaction of the Police Department with its citizens, particularly younger members of the community. The parties understand and acknowledge that the sum provided under this agreement only partially funds the position of a full-time police officer and that the City reserves the right to assign the officer outside of regular school hours and the regular school schedule to other police duties as determined at the sole discretion of the Chief or the Chief's designees. In addition, the City reserves the right to assign the officer to other police duties during regular school hours and the regular school schedule in the event of a non-continuing, short term emergent need such as reacting to a police emergency in the city, with the officer then returning to the school at the conclusion of the emergency situation.

5. No Third-Party Rights. The establishment of this program and the execution of this agreement shall create no third-party rights. In particular, the parties agree by establishing this program, that no past practice has been created with respect to duty assignments, the maintenance of the program, or to otherwise limit the management discretion of the City under its collective bargaining agreement. This interlocal agreement shall further not create any third-party right to the officer assigned or any other officer to the department, the citizens of Bothell or any other person.

6. Annual Evaluation of Program. The City and District shall meet at least annually to discuss the effectiveness of the program, with particular attention to any operational or fiscal adjustments in the program to be amended by mutual consent.

7. Insurance, Indemnification and Labor Relations. The parties shall separately maintain their own appropriate liability and casualty insurance policies as they, in their sole discretion, deem appropriate. The parties further agree that no indemnification shall be provided for except as specifically set forth below and then the respective liability of the parties to each other and to third persons shall be determined in accordance with the laws of the State of Washington.

7.1 The District agrees to indemnify and hold harmless the City, its officers, agents and employees from any and all claim, loss or liability of any kind or nature whatsoever arising from injuries to the officers due to defects in the premises to which the officers are assigned whether patent or latent.

7.2 The City agrees to indemnify and hold harmless the District, its officers, agents and employees from any and all claim, loss or liability of any kind or nature whatsoever arising from the exercise of police powers by the officers or the training and direction of the officers by the City.

7.3 Nothing herein shall be deemed to waive immunities established pursuant to State statute or to create third-party rights or liabilities.

8. Terms and Dissolution. This agreement shall be effective commencing on January 1, 2013. It will automatically be renewed each year thereafter effective the first day of each successive school year. Each successive renewal shall incorporate any changes agreed upon at the annual evaluation unless notification of termination has been given. Upon expiration of the agreement, all equipment furnished by the City shall remain the sole property of the City and any facilities, office equipment or other material support provided by the District shall remain the property of the District. Termination of the program during the term of this agreement shall require written notice to the non-terminating party at least six (6) months in advance of the date of termination. Alternatively, termination at the end of the term shall require 30 days written notice prior to the first day of the school year.

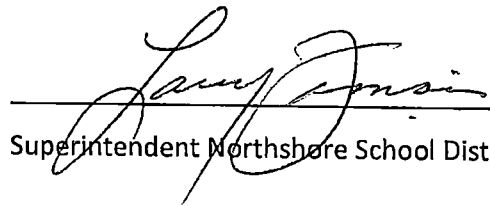
9. Sole Agreement and Amendment. This agreement is the sole agreement between the parties and supersedes and merges with any prior agreements of the parties, written or oral, with respect to the program described herein. This agreement shall be amended only in writing with the express written consent of the parties hereto, except as provided in Paragraph 1 for adjustment of the program during the term of the agreement. This agreement shall be interpreted in order to implement its central purpose – the operation of the School Resource Officer Program and the underlying understanding that the police functions of the officer shall be directed only by the Chief of Police or the Chief's designee.

10. Recording. Three copies of this interlocal will be signed and a certified copy will be provided to the School District for its records.

DATED this 17th day of June, 2013.



City Manager, City of Bothell



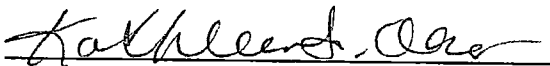
Superintendent Northshore School District

Approved as to Form:

Attorney, City of Bothell

ATTESTED:

ATTESTED:



City Clerk, City of Bothell
