

**INTERLOCAL AGREEMENT
BETWEEN
The FERNDALE SCHOOL DISTRICT
and
The CITY OF FERNDALE
For the SCHOOL RESOURCE OFFICER
PROGRAM**

School Years: Sept. 2019 - June 2020; and Sept. 2020 – June 2021

THIS AGREEMENT is made and entered into on this **25th** day of **March 2019** by and between the **FERNDALE SCHOOL DISTRICT**, a Washington municipal corporation (hereinafter referred to as the "District"), and the **CITY OF FERNDALE**, a Washington municipal corporation (hereinafter referred to as the "City").

The District and the City believe that it is in the best interest of the Ferndale public school system, and the students therein, to have a law enforcement presence in the public school system; and the District and the City have established a "School Resource Officer" program (hereinafter referred to as "SRO"); and the District and the City are desirous of implementing the SRO program through an Interlocal Agreement as authorized by state statute;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the District and the City hereby agree as follows:

- **Term of Agreement:** The term of this agreement shall be for two (2) 180-day school years, running September 2019 through June 2020 (2019/20 school year) and; September 2020 through June 2021 (2020/2021 school year).
- **Consideration:** The District agrees to pay the City the equivalent of 180 days of the salary and benefits for one average police officer. For the 2019/2020 school year this calculates at **\$86,140.00** (eighty-six thousand one hundred forty dollars). The compensation in following years will increase according to the negotiated contractual increases as determined by the City and Police Guild agreement. Prior to the beginning of each school year, the City will invoice the District in September of each year requiring payment within 30 days of receipt of invoice.
- **School Resource Officer:** The Ferndale City Police Department shall assign one regularly employed police officer to act as the School Resource Officer. The officer will be selected by the Police Department on a 2-year rotation basis. The assigned officer will perform the duties outlined and have the option to extend his/her position at the discretion of the Chief of Police.
- **Assignment:** The SRO shall be assigned to the schools, or other school facilities, as the parties hereto may agree to from time to time, on a full-time (eight-hour) basis on those days during the school year that the school is in regular session. The SRO will be temporarily re-assigned by the Ferndale Police Department during school holidays, vacations, or during other such times as police activities and emergencies may require his/her absence from the SRO assignment.

For absences between 1 to 3 (one to three) work days, patrol officers will cover District calls; for any absences longer than 3 (three) work days, the Police Department will arrange for a temporary assigned officer. (Absences are defined as, but not limited to, vacations, sick, and training days).

- **Supervision:** The Ferndale Police Department will supervise and coordinate the SRO program in concert with the District.
- **Duties of the District:** In support of the SRO program, the District shall provide the SRO access to all District facilities, relevant computer access, and In-Pointe access.

Description and Duties: The School Resource Officer and the Ferndale Police Department Team will work in conjunction to perform/provide such duties, programs, and services including, but not limited to, the following:

- Conduct necessary police interviews and investigations within police policy in coordination with the District, as needed;
- Notify Principal(s), where possible, of law enforcement actions taken or to be taken by the SRO on the schools covered by this Agreement
- Act as a specialized instructor(s) for short-term programs at the schools in coordination, and at the direction of, the Principal and/or faculty members of any school;
- Coordinate all SRO activities and programs with the Principals and staff members concerned;
- Provide a basic understanding of the laws, role of the police officer, and the police mission in the community;
- Encourage and participate in individual and small group discussions with the students;
- Attend, at the request of the District, parent/faculty meetings to solicit support and understanding of the program from the community;
- Meet with students, parents and faculty members relating to law enforcement and public safety issues, as available and necessary;
- Provide, in coordination with the District, referrals to agencies available to give assistance to students and their families;
- Assist the District in developing plans and strategies to prevent and/or minimize dangerous situations within the schools involving students, faculty or staff;
- Prepare regular reports as may be requested by the Police Department for disclosure to the District.
- It is understood and agreed that the SRO is not to act as a school disciplinarian. It is not the purpose or function of the SRO to be used for regularly assigned lunch room duties, hall monitors or other monitoring duties. However, if a Principal or responsible staff member believe a crime has occurred; the Principal shall notify the SRO who will assume responsibility for any necessary investigation and

enforcement action.

Indemnification and Hold Harmless: The City agrees to indemnify, defend and hold the District, its agents, officers and employees, harmless from and shall process and defend at its own expense (including reasonable attorney's fees) all claims, demands or suits at law or equity arising out of the City's, its agents', officers' or employees', performance or failure to perform any and all duties prescribed by this agreement to the extent the same are caused by the negligence, misconduct or other fault of the City, its agents, officers or employees; provided, nothing herein shall require the City to indemnify the District and hold it harmless from claims, demands or suits to the extent that the same are caused by the negligent conduct of the District.

The District likewise agrees to indemnify, defend and hold the City, its agents, officers and employees, harmless from and shall process and defend at its own expense (including reasonable attorney's fees) all claims, demands or suits at law or equity arising out of the District's, its agents', officers' or employees', performance or failure to perform any and all duties prescribed by this agreement to the extent the same are caused by the negligence, misconduct or other fault of the District, its agents, officers or employees; provided, nothing herein shall require the District to indemnify the City and hold it harmless from claims, demands or suits to the extent that the same are caused by the negligent conduct of the City.

If claims or suits are caused by or result from the concurrent negligence of (a) the City, its agents, officers or employees, and (b) the District, its agents, officers or employees, this indemnity provision with respect to claims or suits based on such negligence shall be valid and enforceable only to the extent of the City's or the District's negligence or that of its agents, officers or employees.

Status of School Resource Officer: It is understood and agreed between the District and the City that the SRO is a Ferndale Police Officer and as such is an employee of the City of Ferndale and not the District. Notwithstanding the efforts to coordinate the activities of the SRO with the Principals and responsible staff members at the schools, the SRO is a Ferndale Police Officer and will be responsible to act in accordance with the direction provided by the Ferndale Police Department.

Periodic Review of the SRO program: It is the understanding of the District and the City that the SRO program benefits the community, the District and the students. For the SRO program to be effective there needs to be an on-going review and coordination of the program between the District and the Ferndale Police Department. **To that end, the parties to this agreement will meet in June of each year to discuss the direction and effectiveness of the SRO program, including any needed/wanted changes within the scope of duties and responsibilities of the SRO program.** Additionally, the District may request to meet with the Chief of Police and/or Patrol Lieutenant at any time during the term of this agreement to request a review of this assignment, a complaint, or a particular incident.

The Ferndale Police Department will also coordinate with the District in the event of any replacement of the SRO with another police officer. It is in the best interests of both parties that each will exercise good faith to see that the SRO program is a successful and effective program for the community.

Termination of Agreement: This Agreement may be terminated by either party for any reason upon ninety (90) days' written notice delivered to the other party that the terminating party does not desire to continue with the SRO program. If the SRO program is terminated prior to the expiration of this Agreement, the District shall be refunded that pro rata portion of the consideration representing one-tenth (1/10th) of the amount paid for every full calendar month remaining in the Agreement.

Notifications: All notices or other communication(s) herein required or permitted shall be deemed to have been given when deposited in the United States postal service as regular mail, postage prepaid, and addressed as follows:

District: Dr. Linda B. Quinn, Superintendent
Ferndale School District
P.O. Box 698/6041 Vista Drive
Ferndale, Washington 98248

City: Jori Burnett, City Administrator
City of Ferndale
P.O. Box 936/2095 Main Street
Ferndale, Washington 98248

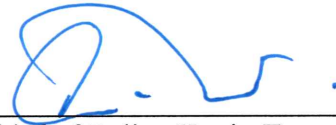
Miscellaneous: This agreement constitutes the full understanding of the parties, and no terms, conditions, understanding, or agreement purporting to modify or vary the terms of this agreement shall be binding unless hereafter made in writing and signed both parties. FURTHER, this agreement is personal to the City and the District and may not be assigned to any other agency or department.

EXECUTED this 25th day of March 2019, for the City of Ferndale:



Jori Burnett, City Administrator
City of Ferndale

Reviewed by:



Chief of Police Kevin Turner
City of Ferndale Police Department

EXECUTED this 10 day of April, for the Ferndale School District No. 502:



Dr. Linda B. Quinn, Superintendent
Ferndale School District No. 502