

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

THIS AGREEMENT made and entered into this 27th day of August, 2019, by and between the Northshore School District (hereinafter referred to as School District) and the City of Woodinville (hereinafter referred to as City). Together hereinafter referred to as the "Parties".

WHEREAS, the Northshore School District and the City of Woodinville agree that it is in the best interest of both parties to assign one School Resource Officer to Woodinville High School and Leota Junior High School; and

WHEREAS, the Northshore School District agrees to pay \$65,000 annually beginning September 1, 2019 through August 31, 2020, and \$68,000 annually beginning September 1, 2020 through August 31, 2021 as its share of the full cost of the School Resource Officer and provide facilities for the aforementioned School Resource Officer;

NOW, THEREFORE, it is mutually agreed as follows:

Section I.

The City will assign one regularly employed Woodinville police officer to serve as a School Resource Officer (hereinafter referred to as SRO). This SRO will provide a uniformed presence on campus to promote safety and serve as a positive resource to the schools and surrounding neighborhoods. SRO's will patrol their assigned schools and surrounding areas in order to identify, investigate, 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.

In consideration for the SRO, the School District shall reimburse the City for its expenses in the amount of \$65,000 annually for the period of September 1, 2019 through August 31, 2020 and \$68,000 annually for the period of September 1, 2020 through August 31, 2021 for SRO services provided to the District to be paid in equal quarterly payments. The City will invoice the District for services provided quarterly. Payment shall be due within 30 days of the receipt of the invoice. This agreement may be amended to reflect the increase expense of the City in providing SRO services upon written agreement of both parties.

When requested by the School District, and at the discretion of the City's Chief of Police, the City may assign off-duty police officers to provide security at sporting events or other special events. In consideration for these services, the School District shall reimburse the City for the hours of services provided at the off-duty hourly rate in an amount not to exceed \$5,000 annually for the period of September 1, 2019 through August 31, 2020 and \$5,500 annually for the period of September 1, 2020 through August 31, 2021. Payments will be billed quarterly by the City from that point forward. Payment shall be due within 30 days from the date of the invoice.

Section II.

SRO's shall at all times remain employees of the King County Sheriff's Office (KCSO), via the City's separate Interlocal Agreement with King County, and shall not be employees of the School District. SRO's shall remain responsive to their KCSO chain of command, 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 police supervisor or directly to the City's contracted Chief of Police.

While school is in session during the regular school year, each SRO will be assigned to a school on a full-time, forty (40) hours 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's administration, the SRO, and the SRO's police supervisor. The SRO will not take vacation while school is in session unless approved by his/her police supervisor. On scheduled work days when school is not in session (summer vacation, school breaks, holidays, etc.), the SRO will work on assignments as determined by their police supervisor.

Overtime hours for SRO's that relate to regular law enforcement duties or that reasonably relate to SRO duties must be authorized and approved by their police supervisor prior to the performance of the overtime work and will be paid in accordance with established King County Sheriff's Office Standard Operating Procedures (KCSO SOP).

Section III.

Selection and appointment of SRO's will be made in cooperation with the School District and the City/contracted Police Department. Selection Process/Requirements for the SRO assignment are outlined on page 3 of the KCSO SOP for SRO. See Attachment A.

The School District and the City shall appoint two (2) members each to a Selection Committee, which shall have the role of interviewing, evaluating, and recommending the appointment of those officers nominated by the City to serve as SRO's. The names of the nominees receiving a favorable recommendation by the Selection Committee shall be forwarded to the City's contracted Chief of Police, who shall appoint the SRO from the list of those recommended.

SRO assignment vacancies will be filled in accordance with this Agreement, provided, that any current SRO may transfer to any high school when a vacancy occurs provided the:

- Principal where the vacancy exists agrees;
- SRO police supervisor agrees;
- The City's contracted Chief of Police agrees.

In the event of the resignations or dismissal, of a SRO, the City shall endeavor to provide a replacement within thirty (30) school days of the notification of the absence. In the interim, existing resources may be scheduled to provide partial coverage to all sites.

Section IV.

If the KCSO or School District staff have cause to believe that a particular SRO is not effectively performing their duties, the school principal, vice principal, or SRO's police supervisor can request that the SRO's work performance be reviewed and the SRO be removed and/or replaced.

After attempted mediation, the precinct SRO sergeant and/or the KCSO SRO coordinator representative will meet with the SRO and discuss the issues in question. If no resolution can be made between the SRO and the school, the SRO will be removed from their position. A new application process will be initiated to fill the school vacancy.

Section V.

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

- Regularly wear the official police uniform, as designated by KCSO Policy or the City Police Chief, including firearm, with civilian attire being worn on such occasions as may be mutually agreed upon by the school principal and the SRO. See page 6 of the KCSO SOP (Attachment A)
- Establish and maintain a working rapport with the School District administration and staff.
- Act as a resource person in the area of law enforcement education at the request of the School District staff, speaking to 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 discipline problems and, if the problem or incident is a violation of the law, will determine whether law enforcement action is appropriate.
- Investigate crimes or other school-related incidents on campus and in the surrounding neighborhoods, making arrests when appropriate, and making the necessary notifications to parents, School District 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.
- Participate in school staff meetings, PTA presentations, and other parent involvement programs.
- Perform other duties as mutually agreed upon by the Principal, City Police Chief 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, County and District policies, procedures, rules and regulations, and KCSO's SRO SOP (Attachment A).

Section VI.

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

- Provide private office space within assigned schools that is properly lighted, with a telephone, to be used by the SRO for general office purposes.
- Equip the office with a 4-drawer locking cabinet, desk, chair, and reasonable office supplies.

Section VII.

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

- Control of personnel, standards of performance, discipline and other aspects of performance shall be governed entirely by the King County Sheriff's Office.
- All persons rendering services hereunder shall be for all purposes employees of the King County Sheriff's Office, contracted by the City.
- All liabilities for salaries, wages, any other compensation, and work related injury or sickness shall be that of King County.

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.

Section VIII.

The City will protect, defend, indemnify, and hold harmless the School District, its officers, employees and 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, and direct employees. The parties acknowledge the existence of the Interlocal Agreement between King County and the City for police services. The parties acknowledge that said agreement contains an indemnity clause. The City reserves the right to tender any claim arising out of the performance of this agreement to King County. In the event King County declines tender of the claim, the City will thereafter, protect, defend, indemnify, and hold harmless the School District, its officers, employees and 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's agents, subject to the exercise of all right of the City under the agreement with King County. The School District will protect, defend, indemnify and safe harmless the City, its officers, employees and 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.

Section IX.

Both parties understand that no significant impact on the environment will result from services rendered hereunder.

This Agreement expresses the entire agreement of the parties and may not be altered or modified in any way unless such modifications are reduced to writing, signed by both parties and affixed to the original Agreement.

The period of performance starts September 1, 2019 and will expire on August 31, 2021.

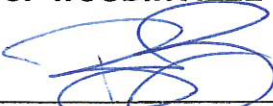
This Agreement shall become effective upon execution by the parties and shall continue in full force until terminated. This Agreement may be terminated at any time by either party upon sixty (60) days written notice received by one party, given by the other. In the event this Agreement is terminated, compensation will be made to the City for all services performed to the date of termination. Any termination of this Agreement shall not terminate any duty of either party matured prior to such

termination.

The Parties do not by this Agreement create any separate legal or administrative entity. The City's contracted Chief of Police or his or her designee shall be responsible for working with the School District Superintendent or his or her designee to administer the terms of this Agreement. The Parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.


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 herein, hereby execute this Agreement on the date last entered below.

CITY OF WOODINVILLE

By: 
City Manager

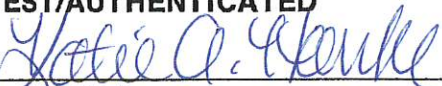
Date: 8/27/19

NORTHSHORE SCHOOL DISTRICT

By: 
Executive Director, Business and Finance

Date: 8/14/2019

ATTEST/AUTHENTICATED

By: 
City Clerk



APPROVED AS TO FORM

By: 
Office of the City Attorney