

INTERLOCAL AGREEMENT  
BETWEEN THE EDMONDS SCHOOL DISTRICT  
And  
City of Mountlake Terrace  
For  
SCHOOL RESOURCE OFFICER

THIS AGREEMENT is made by and between the Edmonds School District, hereafter referred to as "District", and the City of Mountlake Terrace, a Washington State municipal corporation, hereafter referred to as "Mountlake Terrace."

RECITALS

- A. WHEREAS, the District and Mountlake Terrace desire to cooperate pursuant to Chapter 39.34 RCW, Interlocal Cooperation Act, in order to make the most efficient use of their respective governmental powers within their jurisdictions; and
- B. WHEREAS, Mountlake Terrace and the District agree that it is in the best interest of both parties to re-establish a School Resource Officer Program (hereafter referred to as "Program,") through a uniformed presence to provide security and law enforcement services and serve as a positive resource to the District and the participating High School that is named in this Agreement; and
- C. WHEREAS, Mountlake Terrace is willing to assign a uniformed Police Officer to serve as a School Resource Officer (hereafter referred to as "Officer") to be assigned to the High School location(s) specified herein in order to promote safety and provide patrol and assist with certain related duties, in return for a rate of compensation to Mountlake Terrace that is agreed upon by the parties hereto.

AGREEMENT

In consideration of the mutual representations and covenants contained herein, the parties agree as follows:

- 1. Purpose. By entering into this Agreement, the parties intend merely that Mountlake Terrace provide a full-time experienced commissioned Mountlake Terrace Officer at Mountlake Terrace High School (the High School). Mountlake Terrace does not intend to assume, nor the District expect it to gain, any greater responsibility or liability than that imposed through the limited nature of this Agreement or than that imposed through the normal provisions of law enforcement services to the community.

2. Term. This Agreement shall commence on **August 16, 2018** and shall expire on **June 30, 2020**, unless otherwise terminated under the provisions of this Agreement. Two additional one-year extensions are allowed. Such extensions shall occur automatically and shall not require written notice of such extension. Should either party desire not to renew for the upcoming school year, such party must provide written notice by April 1 to the other of its intent not to renew. Upon expiration of this Agreement and any extensions, all equipment furnished by Mountlake Terrace shall remain the sole property of Mountlake Terrace and any facilities, office equipment or other material support provided by the District shall remain the sole property of the District.

Termination. Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party. This Agreement is subject to funding, and either party may terminate with ten (10) days written notice due to lack of funding. If this Agreement is terminated prior to completion of a school year, Mountlake Terrace will refund to the District, on a prorated basis, compensation paid for services not received.

3. Scope of Services. Mountlake Terrace shall assign the Officer to the High School to promote safety and serve as a positive resource to the District. It is agreed that the scope of this Agreement assumes a traditional 180 day school year and that any significant change in the District's scheduling that results in a school year exceeding 180 days, would require a renegotiation Agreement. The responsibilities of the Officer include, but are not limited to, the following:
- a. Patrol the High School and surrounding areas to identify, investigate, deter and prevent crimes, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs, or similar activities;
  - b. Act as a liaison between the High School Administrators and Mountlake Terrace;
  - c. Establish and maintain a working rapport with the High School administration, staff, and students;
  - d. Provide school-based security during the regular school day and assist in the promotion of a safe and orderly environment at the High School. The Officer, however, shall not act as a disciplinarian. If the Officer is confronted with a non-criminal violation, such as a school rule violation, the Officer will inform the High School Administrators of the same and assist only for the purposes of providing security for school staff member(s) charged with enforcing school rules and providing testimony in a due process hearing. In the absence of a

High School Administrator, the Officer may refer the matter to District administration;

- e. Assist in mediating disputes on campus, including working with students to help solve disputes in a non-violent manner;
- f. Participate in the District multi-disciplinary threat assessment team.
- g. Act as a resource person in the area of law enforcement education at the request of staff, speak to classes on the law, search and seizure, drugs, motor vehicle laws, etc.; and,
- h. Perform other duties as mutually agreed upon by the Principal of the High School and the Officer, provided that the duty is legitimately and reasonably related to the Program as described in this Agreement and is consistent with federal and state law, local ordinances, and District and Mountlake Terrace policies, procedures, rules, and regulations.

4. Office Space and Supplies. District shall provide the following for the Officer's use at the High School, all at the District's cost:

- a. Private space with sufficient lighting and heat at the High School to be used by the Officer for general office purposes.
- b. Necessary office equipment and supplies, including but not limited to a locking cabinet, a desk, a telephone, and a computer.
- c. A portable radio for communication with High School personnel.

5. Independent Contractor. Mountlake Terrace and District understand and agree that Mountlake Terrace is acting as an independent contractor under the terms of this Agreement, with the following intended results:

- a. Control of personnel, standards of performance, discipline, and other aspects of performance of the Officer shall be governed solely by Mountlake Terrace;
- b. All persons rendering services hereunder shall be for all purposes employees of Mountlake Terrace; and shall be subject to all personnel policies, practices, administration, supervision and control of Mountlake Terrace;

- c. All liabilities for salaries, wages or any other compensation for the assigned Officer shall be the responsibility of Mountlake Terrace.
- 6. Supervision of Officer. The Officer shall remain an employee of Mountlake Terrace and is not an employee of the District. The Officer shall remain responsive to the supervision and chain of command of Mountlake Terrace. Mountlake Terrace shall be solely responsible for Officer's hiring, training, discipline, or dismissal. Any allegation of improper conduct shall be referred by High School or District Administration to the Officer's immediate supervisor or directly to the Mountlake Terrace Chief of Police.
- 7. Scheduling of Officer. Mountlake Terrace agrees to assign an Officer to Mountlake Terrace High School during the regularly scheduled school year which shall be based on 180 school days, for the term of this Agreement. The Officer will work at his/her assigned High School throughout the regularly scheduled school day, Monday through Friday, 7 a.m. to 3 p.m., less any scheduled vacation time, sick time, training time, court time, or as deemed necessary for public safety by the on duty police supervisor, or any other police-related emergencies, such as civil disasters. When the Officer will not be on campus during his/her regular work hours during the school year, the Officer will advise the High School Principal in advance of the Officer's absence and a phone number where the Officer can be reached. On scheduled workdays when school is not in session, the Officer will work as assigned by Mountlake Terrace.
  - a. Once assigned, the Officer should be available during normally scheduled work hours to attend District provided training which assists the Officer in understanding policy, safety, and discipline procedures utilized by the District to include; Edmonds School District Race and Equity Policy, Right Response Training, student discipline, emergency preparedness, suicide prevention responsibilities, and threat assessment teams.
  - b. The Officer should be available to attend a monthly District or regional SRO meeting to coordinate with other District SRO personnel.
- 8. Overtime. Officer shall not work any overtime without the prior approval of Mountlake Terrace. Overtime will be paid by Mountlake Terrace in accordance with Mountlake Terrace policies. The District is not responsible for any overtime cost unless requested by the District for special events or security. Overtime not related to the District incidents/activities shall not be billed to the District.

9. Selection. Mountlake Terrace and the District will cooperate in the selection of a Mountlake Terrace uniformed Officer to perform the services under this Agreement. Officer assignment vacancies likewise will be filled in accordance with this section. During the selection process Mountlake Terrace may use the following non-exclusive factors:
- a. Officer should be considered capable of conveying a positive police presence on the High School campus and in the community.
  - b. Officer should have the ability to be a positive resource to the school, staff, students and parents.
  - c. Prior to appointment, the Officer shall complete the Basic SRO training course. The Officer should also attend the WA CJTC School Safety Officer Course #6216 as scheduling is available through the state. Both the District and Mountlake Terrace are committed to continual professional development training for the Officer.
10. Removal. If the District has cause to believe that a particular officer is not effectively performing in accordance with this Agreement, the Superintendent or designee may recommend in writing to Mountlake Terrace that the Officer be removed from the Program. Within ten business days after receiving the recommendation, the Superintendent or designee will meet with the Mountlake Terrace Chief of Police or designee to discuss the recommendation. If in the sole discretion and opinion of the Chief, or his/her designee, the problem cannot be resolved, then the Officer shall be removed from the Program.

Mountlake Terrace retains the right to remove or re-assign the appointed Officer as needed. Replacement of the Officer is subject to the above described Selection process.

11. Compensation. In consideration of Mountlake Terrace's assignment of the Officer to the Program, the District agrees to pay 50% of the salary and benefits of the actual assigned officer for the school year, for the term of this Agreement, as determined by Mountlake Terrace. The costs are the responsibility of the District to Mountlake Terrace. The parties understand and acknowledge that the sums provided under this Agreement only partially fund the position of one full-time Officer to the High School and that Mountlake Terrace reserves the right to assign the Officer outside of regular school hours to other police duties as determined in the sole discretion of Mountlake Terrace. In addition, Mountlake Terrace reserves the right to assign the Officer to other police functions in the event of an emergent need, including but not limited to civil unrest or a natural disaster. The District and Mountlake Terrace agree to negotiate compensation and costs under the Agreement for any extension beyond the original Agreement term. All

additional salary, wages, benefits, or other compensation of the Officer under this Agreement shall be the responsibility of Mountlake Terrace.

In addition, the District agrees to pay Mountlake Terrace an annual police vehicle operation and maintenance fee of \$2,000. This is 50% of the estimated cost to operate the vehicle for the school year.

12. Billing Period. Mountlake Terrace shall invoice the District twice a year in equal installments for the amount due. Invoices shall be delivered to the District on or before September 1 for the upcoming four months of service; and shall bill on or before January 1 for the remaining work to be completed during the final six months of service during that school year. Invoices shall be submitted in a form approved by the District, and shall specify the services to be performed, period of service and amount due.
13. Payment. District shall pay Mountlake Terrace within 30 days from the date of receipt of a proper invoice. Payments to Mountlake Terrace later than 30 days following the receipt of a proper invoice shall accrue interest at the rate of 12% per annum on the balance due. All payments shall first be applied to accrued interest.
14. No Third-Party Rights. The establishment of this Program and 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 assignment, the maintenance of the Program, or to otherwise limit the management discretion of Mountlake Terrace under its Collective Bargaining Agreement. This Agreement further shall not create any third-party rights to the Officer or any other Officer of Mountlake Terrace, or to any other person.
15. Insurance and Indemnification. 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 that the respective liability of the parties to each other and to third persons shall be deemed in accordance with the laws of the State of Washington. The District will protect, defend, indemnify, and hold harmless Mountlake Terrace, its officers, employees, or 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 District, its officers, employees, or agents. Mountlake Terrace will protect, defend, indemnify, and hold harmless the District, its officers, employees, or 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 Mountlake Terrace, its officers, employees, or agents. In the event of concurrent liability, the parties shall have the right of contribution in proportion to the respective liability of each party. Nothing contained in this section shall be



deemed to waive immunities established pursuant to state statutes or to create third party rights or immunities.

In executing this Agreement, Mountlake Terrace does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of District policies, procedures, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such District policy, procedure, rule or regulation is principally at issue, the District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the District and/or Mountlake Terrace, the District shall satisfy the same, including all chargeable costs and attorney's fees.

In executing the Agreement, the District does not assume liability or responsibility for, or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of Mountlake Terrace's policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Mountlake Terrace policy, rule or regulation is at issue, Mountlake Terrace shall defend the same at its sole expense and if judgment is entered or damages are awarded against Mountlake Terrace and/or the District, Mountlake Terrace shall satisfy the same, including all chargeable costs and attorney's fees.

16. District Responsibility for Safety and Security. The parties understand and agree that the District retains its legal responsibility for the safety and security of the District, its employees, students and property, and this Agreement does not alter that responsibility.
17. Interview and Arrest Procedures. If the Officer plans to interview suspects or victims of crime, the Officer, to the extent practicable, will advise and work with the Principal to minimize disruption to the High School and other students. District employees will make parental notification of such interviews in accordance with District policies and procedures and applicable laws. The Principal or designee may request that she/he or a designee be present during the interview of a student. The presence of a District employee at an interview of a student regarding a criminal matter shall make said employee subject to subpoena as a witness thereto. In the event the Officer arrests a student at the High School, the Officer shall notify the Principal or the Principal's designee as soon thereafter as practical. In the event that the arrested student is a juvenile, Mountlake Terrace will notify the parent or legal guardian pursuant to Mountlake Terrace policies and procedures. The District may also make notification as necessary under its own policies and procedures.

18. Release of Student Information. Upon request by Mountlake Terrace, the District will provide directory information relating to its students, to the extent permitted under District policy and state and federal law. Student information and databases will not be utilized by the Officer or by Mountlake Terrace for the enforcement of immigration laws or to obtain family data for the purposes of immigration enforcement.
19. Police Reports. Upon request the Officer shall provide the District with police reports to the extent permitted by state law and Mountlake Terrace policies and procedures.
20. Applicable Law. This Agreement shall be governed by the laws of the State of Washington.
21. Recording. This Agreement shall be filed with the Snohomish County Auditor, or alternatively as provided by RCW 39.34 shall be posted on the District or Mountlake Terrace Website.
22. Notice. Notices under this Agreement shall be sent to the following:
- Mountlake Terrace Chief of Police  
PO Box 5008  
Mountlake Terrace, WA 98046-5008
- Superintendent  
Edmonds School District  
20420 68<sup>th</sup> Ave. West  
Mountlake Terrace, WA 98036
23. Entire Agreement. This Agreement is the entire agreement between parties and supersedes and merges with any prior agreements of the parties, written or oral, with respect to the Program. This Agreement shall be amended only in writing with the written consent of the parties. This Agreement shall be interpreted in order to implement its central purpose, which is the creation of the Program and the underlying understanding that only Mountlake Terrace shall direct the police functions of the Officer.
24. Waiver. Failure by either party to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict compliance and performance of that or any other provision of this Agreement at any time thereafter.
25. Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the District.



EDMONDS SCHOOL DISTRICT

By

Kristine McDuffy, Superintendent

Dated: 6/12/18

City of Mountlake Terrace

By

Scott Hugill, City Manager

Dated: 6/19/18

By

Crystil Wooldridge, Finance Director

Approved as to Form

By

Gregory G. Schrag, City Attorney