INTERLOCAL AGREEMENT
SCHOOL RESOURCE OFFICER

Pursuant to Chapter 39.34 RCW, this Interlocal Agreement ("Agreement") is made and entered into this **5th day of October, 2016** by **Lake Washington School District** (referred to herein as "District"), and the **City of Sammamish** (referred to herein as "City"), for the purpose of establishing a School Resource Officer (referred to herein as "SRO") program in the public school system in the City of Sammamish. In consideration of the terms and conditions set forth herein, the parties agree as follows:

ARTICLE I

PURPOSE. The purpose of this Agreement is for the City to provide contract services in the form of SRO's to the District. The services provided include law enforcement and related services as described in this Agreement.

ARTICLE II

OBLIGATION OF THE CITY. The City shall provide an SRO police officer as follows:

(A) Provision of an SRO. The City shall assign one (1) regularly employed officer to the following areas of coverage: Eastlake High School.

Although generally assigned to Eastlake High School, the SRO may provide coverage to other schools and areas near Eastlake High School and within the City. The services provided by the SRO are in addition to normal police services already provided by the City.

(B) Selection of an SRO. The Chief of Police, with input from the District, shall choose the SRO to be assigned on the basis of the following minimum criteria:

(1) The SRO must have the ability to deal effectively with a diverse student population.

(2) The SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming and communication skills of the SRO should be of such nature that a positive image of the police agency is reflected. The SRO should sincerely want to work with staff and students at the school to which they are assigned.

(3) The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education background, background experience, interest level and communication skills of the

SRO must be of a high caliber, such that the SRO can effectively and accurately provide resource teaching services.

(4) The SRO must have the desire and ability to work cooperatively with the School Principal and other building administrative staff and employees.

(5) The SRO must be a state certified law enforcement officer.

(C) Regular School Duty. The SRO must be available for regular school duty on a full-time basis of eight (8) hours on those days and during those hours that school is in session. This assignment does not prohibit the SRO from participating in emergency response or fulfilling training requirements as determined to exist by the Chief of Police or designee.

(D) Duties of SRO. While on duty, the SRO shall perform the following duties:

(1) Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics mutually agreed to by the Chief of Police or designee and School Principal or designee.

(2) Serve as a resource person in the area of law enforcement education.

(3) Conduct criminal investigations of violations of the law on District property or property immediately surrounding District property as assigned by the Sammamish Police Department.

(4) Provide law enforcement input into school based security, including teaching District security personnel. Review fencing and security systems on District property.

(5) Maintain the peace on District property.

(6) Make arrests and referrals of criminal law violators.

(7) Provide police counseling to students when requested by the School Principal or designee and student and mutually agreed to by all parties.

(8) Secure, handle and preserve evidence.

(9) Recover District property through working with other police agencies.

(10) Make referrals to social agencies as appropriate.

(11) Wear an official police uniform, which shall be provided at the expense of the City, however, civilian attire may be worn on such occasions as may

be mutually agreed upon by the School Principal and the Chief of Police or designee.

(12) Perform such other duties as mutually agreed upon by the School Principal and Chief of Police or designee, so long as the performance of such duties are legitimately and reasonably related to the SRO program as described in this Agreement, and so long as such duties are consistent with state and federal law and the policies and procedures of the Sammamish Police Department and the District.

(13) Follow and conform to all District policies and procedures that do not conflict with policies and procedures of the Sammamish Police Department.

(14) Follow all state and federal laws.

(15) Maintain a "quarterly activities report" or such other report regarding SRO activities as may be required by the District and the City.

(16) Coordinate with other Sammamish Police Department Youth Service Providers (Police Partners, Community Resources, etc.) to ensure consistency and continuity of all services.

(17) Attend all Sammamish Police Department mandated training as required to maintain law enforcement qualifications and certifications.

(E) Support Services to be Provided by Sammamish Police Department. The Police Department and the SRO will supply the following services:

(1) Provide information on all offense reports taken by the SRO to the School Principal or designee, upon request, as the law may allow.

(2) Receive and dispatch via telephone, walk-in, radio, District radio frequency and/or pager.

(3) Maintain and file uniform crime reporting (UCR) records according to law.

(4) Process all police reports.

(5) Provide coordination, development, implementation and evaluation of security programs in the school assigned.

(6) Provide each SRO with a patrol automobile as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this Agreement shall be borne by the City.

(7) Maintain copies of reports generated by officers in compliance with state and federal law.

(8) Coordinate with school administrators, staff, law enforcement agencies, and the courts to promote order on the school campuses.

(9) Make presentations to civic groups.

(10) Maintain criminal justice standards as required by law.

(11) Coordinate and participate with the School Safety Committee.

(12) Coordinate crime prevention activities at the assigned school locations.

(13) Provide security training for selected District Personnel.

ARTICLE III

The parties agree the responsibility for an administration of student discipline shall be the duty of the District.

ARTICLE IV

The SRO shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline and dismissal of its personnel.

ARTICLE V

In consideration of the services provided herein, the District's contribution shall be based on the following equation:

(1) 50% of the annual King County Rate for a School Resource Officer times ten (10) divided by twelve (12) to reflect the number of months school is in session.

(2) Since the City's Contract with King County for Law Enforcement Services runs January-December and the School Resource Officer Contract runs August-July, the King County rate for the first half of the School Year will be used to compute the School District's share of each School Year's cost.

ARTICLE VI

The parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties in questions will be resolved by negotiations between the Superintendent/designee of the District and the City Manager or designee. The designated representatives will meet at least annually, or as needed, to resolve potential conflicts.

ARTICLE VII

Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the City and the District.

ARTICLE VIII

To dismiss an SRO from the duties described in this Agreement, the Superintendent or designee shall communicate in writing to the City a request to change the SRO. The District will outline reasons for the requested change. Absent agreement by the parties to resolve a change in the SRO, the SRO shall be changed within ten (10) days of the request.

ARTICLE IX

The term of this Agreement shall be for five (5) years commencing August 1, 2016, and ending July 31, 2021. The District shall receive the SRO services described in Article II for the full term of this Agreement.

ARTICLE X

Notwithstanding this Agreement, the District shall receive all normal police services and all neighborhood resource officer services in addition to the services described in this Agreement.

ARTICLE XI

The District shall provide the SRO, in each school to which the SRO is assigned, the following materials and facilities necessary to perform the duties by the SRO, enumerated herein:

(1) Access to a private office which is properly lighted, with a dedicated telephone to be used for general business purposes.

(2) Location for files and records which can be properly locked and secured.

(3) A desk with drawers, a chair, working table, filing cabinet and necessary office supplies.

ARTICLE XII

The City and District will collaborate on identifying and accessing funding sources for the SRO program that include, but are not limited to, state and federal grants.

ARTICLE XIII

INDEMNIFICATION. The City shall indemnify and hold harmless the District and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the City, its officers, agents and employees, or any of them, in the performance of this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the District, the City shall defend the same at its sole cost and expense; provided, that the District reserves the right to participate in such suit if any principle of government or public laws are at issue. If final judgment is rendered against the District and its officers, agents and employees, or any of them, or jointly against the District and the City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

In executing this Agreement, the City 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, the City or both, the District shall satisfy the same, including all chargeable costs and attorney's fees.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, and volunteers, the City's liability hereunder—including the duty and cost to defend—shall be only to the extent of the City's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under *Industrial Insurance*, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

The District shall indemnify and hold harmless the City and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the District, its officers, agents and employees, any of them, in the performance of this Agreement. In the event that any suit based on such a claim, action,

loss or damage is brought against the City, the District shall defend the same at the sole costs and expense; provided that the City retains the right to participate in said suit if any principle of government law is at issue; and if final judgment is rendered against the City and the District and their perspective officers, agents and employees, or any of them, the District shall satisfy the same.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, and volunteers, District's liability hereunder—including the duty and cost to defend—shall be only to the extent of the District's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under *Industrial Insurance*, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE XIV

TERMINATION. This Agreement may be terminated by either party upon thirty (30) days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination. This Agreement may also be terminated without cause by either party upon ninety (90) days written notice. In the event this Agreement is terminated, compensation will be made to the City for all services performed to the date of termination. The District will be entitled to a prorated refund in accordance with the formula contained in Article IX for each day that the SRO services are not provided because of termination of this Agreement.

ARTICLE XV

This document comprises the entire agreement between the parties and supersedes any provisions not contained herein.

Barbara Posthumus, Assistant Superintendent
Lake Washington School District

Lyman Howard, City Manager
City of Sammamish

Approved as to Form

Michael R. Kenyon, City Attorney
City of Sammamish