

**INTERLOCAL COOPERATIVE AGREEMENT  
FOR SCHOOL RESOURCE OFFICERS SERVICES**

**By and Between**

**CITY OF OTHELLO**

**And**

**OTHELLO SCHOOL DISTRICT NO 147**

This Agreement is made and entered into this 1<sup>st</sup> day of January, 2017, by the Othello School District No. 147 (referred to herein as "District"), and the City of Othello, (referred to herein as "City"), for the purpose of providing a School Resource Officer (referred to herein as SRO) in the public school system of the City of Othello. The Othello Police Department shall be referred to herein as "Department"

**RECITALS**

- A. City is a Municipal Corporation organized and existing under the laws of the State of Washington, geographically situated in Adams County, Washington.
- B. School District is a Municipal Corporation organized and existing as a school district under the laws of the State of Washington.
- C. City and School District are public agencies authorized and empowered to enter into interlocal cooperation agreements pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, RCW 35A. 11.040, and RCW 35A.35.010.
- D. City and School District desire to create a School Resource Officer (commissioned law enforcement) program. The purpose of this program is to assign commissioned law enforcement officer(s) on School District property for the purpose of delivering law enforcement services in a responsive and timely manner. These services are not only for suppression, prevention, and intervention of crime, but also educational in design.
- E. Each party to this Agreement recognizes and agrees that the purpose and intent of this Agreement is to provide for the public benefit, health, safety, education and welfare of our community, and more specifically our youth. Each party agrees that these legitimate public goals will be furthered by the terms and provisions of this Agreement.

**ARTICLE I**

**PURPOSE:** The purpose of this Agreement to provide for an SRO program within the District. By entering into this Agreement the parties intend merely that the City provide a full-time officer to be assigned to the schools within the District and City. The City does not intend to assume, nor the District expect to gain, any greater responsibility or liability than that imposed through the limited nature of this Agreement or than that imposed through the normal provision of law enforcement services to the community. The parties are not creating a partnership, joint venture, or any relationship other than an arms length relationship between entirely independent entities.

**TERM OF AGREEMENT AND RENEWAL:** This Agreement shall be for two (2) years, to commence January 1, 2017 and terminate effective December 31, 2019. This Agreement may be renewed by written agreement of the parties.

## **ARTICLE II**

**OBLIGATION OF THE CITY:** The City shall provide a law enforcement officer to serve as SRO, as follows:

- 1) **Provision of an SRO:** The City shall assign one regularly commissioned officer to serve District properties, to include:
  - a) Othello High School
  - b) Desert Oasis School
  - c) McFarland Middle School
  - d) Lutacaga Elementary
  - e) Hiawatha Elementary
  - f) Wahitas Elementary
  - g) Scootney Elementary
  - h) Transportation and other District properties

Although generally assigned to the above schools, and primarily at the middle and high school levels, the SRO will provide coverage to the other nearby schools and areas surrounding the principal campuses identified. The services provided by the SRO are in addition to normal police services already provided by the City. Due to that reason it may be necessary to reassign an SRO off of a campus for brief periods of time to respond with other officers to crime scenes; however the Department shall be ever mindful of the SRO primary responsibilities.

- 2) **Selection of an SRO:** The Chief of Police shall select, with input and approval from the School Superintendent, the SRO to be assigned on the basis of the following minimum criteria;
  - a) The SRO must have the ability to deal effectively with a diverse student population.
  - b) The SRO must have the ability to present a positive image and symbol of the entire police department. 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 so that a positive image of the police department is reflected. The SRO should sincerely want to work with staff and students of the schools in which the SRO is assigned.
  - c) The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education, experience, interest level, and communication skills of the SRO must be of a high caliber so that the SRO can effectively and accurately provide resource services.
  - d) The SRO must have the desire and ability to work cooperatively with the Principals and other building administrative staff and employees.
  - e) The SRO must be a State certified law enforcement officer.
- 3) **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. On those days when school is not in session the scheduling and duties of the SRO will be as determined by the Chief of Police. This assignment does not prohibit the SRO from participating in responses to assist other officers, or to fulfill training requirements as determined to exist by the Chief of Police, or his designee.

The City will work with the District to identify special events where the SRO work hours can be adjusted to reduce or avoid overtime.

- 4) Duties of SRO: While on duty the SRO shall perform the following duties to the extent feasible within the limits of the allotted funding and time available:
- a) 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 Principal, (or designee).
  - b) Act as a resource in the area of law enforcement education.
  - c) Conduct criminal investigations of violations of the law on District property, as assigned by the Department.
  - d) Provide law enforcement input into school based security, including the teaching of District staff and security personnel.
  - e) Maintain the peace on District property.
  - f) Make arrests and referrals of criminal law violations.
  - g) Provide police counseling to students when requested by the Principal, or designee, and mutually agreed to by all parties.
  - h) Secure, handle, and preserve evidence.
  - i) Recover District property through working with other police agencies.
  - j) Make referrals to social agencies as appropriate.
  - k) Wear official police uniforms which shall be provided at the expense of the City, however, civilian attire may be worn on such occasion as may be mutually agreed upon by the Principal and Police Chief.
  - l) Perform such other duties as mutually agreed upon by the Principal and Chief of Police, or their designees, 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 Department and the District
  - m) Follow and conform to District policies and procedures that do not conflict with policies and procedures of the City, and/or Department
  - n) Follow all state and federal laws.
  - o) Maintain a quarterly activities report, or such other report regarding SRO activities as may be required by the District, Department, and/or City.
  - p) Coordinate with other Department, City, and youth services providers, to ensure consistency and continuity of all services.
  - q) Attend Department mandated training as required to maintain law enforcement qualifications and certifications.
- 5) Support Services to be provided by Othello Police Department: The Police Department and SRO will supply the following support services:

- a) Provide information on offense reports taken by the SRO to the Principal, or designee, upon request, as the law may allow.
- b) To receive and dispatch, via: telephone, walk-in, radio, District radio, and/or pager requests for police services.
- c) Maintain and file Uniform Crime Reports (UCR)/National Incident Based Reporting (NIBRS) reports according to law.
- d) Process all police reports
- e) Provide coordination, development, implementation, and evaluation of security programs in the school assigned.
- f) Provide each SRO with a patrol automobile, as needed, 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.
- g) Maintain copies of reports generated by officers in compliance with state and federal law
- h) Coordinate with school administrators, staff, law enforcement agencies, and the courts to promote order on the school campuses.
- i) Make presentations to civic groups regarding school safety.
- j) Maintain criminal justice standards as required by law.
- k) Coordinate and participate with the school safety committee.
- l) Coordinate crime prevention activities at the assigned school locations.

### ARTICLE III

OBLIGATION OF THE DISTRICT: The District shall provide support for the SRO as follows:

- 1) PROVISION OF WORKSPACE: District shall provide a safe, secure, well-lit workspace for the SRO at their primary campus assignments, furnished to include:
  - a) Desk, telephone, photocopier, copy paper and other required office supplies, securable file cabinet, MS windows computer (to include access to Internet, and relevant law enforcement network(s).
  - b) Access to student attendance and emergency contact information, as needed for truancy and other related criminal investigations.
  - c) Access to information pertaining to risk of life, limb, or significant property loss
  - d) Access to campus property, as needed in emergent circumstances
  - e) Access to school administrative radio frequencies
  - f) Access to secretarial assistance necessary to perform the duties of SRO.
- 2) DUTIES OF DISTRICT: Both parties understand and agree that the School 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.

### ARTICLE IV

DISCIPLINE: Responsibility for enforcement shall be as follows:

- 1) School Discipline All parties agree the responsibility for administration of student discipline shall be the duty of the District.
- 2) Law Enforcement All parties agree that final discretion regarding criminal cases shall rest with the SRO and the Department.

COMPLAINTS AGAINST SRO: Any allegation of improper conduct by an SRO shall be referred to the Chief of Police as soon as practicable.

#### ARTICLE V

EMPLOYMENT STATUS: The SRO shall be an employee of the City and not an employee of the District. The SRO shall be controlled operationally by the City and the City shall be responsible for the hiring, training, supervision, discipline, and dismissal of its personnel. The City may call the SRO away from the assigned duties for mandatory training, emergencies, scheduled vacation, legal summons/subpoena, or as deemed necessary for public safety by the on-duty police supervisor. It is agreed that during periods while school is not in session, the SRO may be used for other police related duties within the City.

#### ARTICLE VI

COMPENSATION: In consideration of services provided herein. For the Year 2017, the District shall pay the sum of \$45,068, to the city. Such payment shall be made in 12 equal monthly installments, in amount no less than \$3,755.67 each, unless in response to budgeting considerations the District finds it necessary or desirous to pre-pay any/all of its obligations under this Agreement.

For the Year 2018, the District shall pay the sum of \$46,420, to the city. Such payment shall be made in 12 equal monthly installments, in amount no less than \$3,868.33 each, unless in response to budgeting considerations the District finds it necessary or desirous to pre-pay any/all of its obligations under this Agreement.

No other compensation will be required during the term of this Agreement for in-school services called for herein.

OVERTIME: Any overtime hours requested by the District must first be authorized by the Chief of Police. If the District requests and the said overtime hours are approved by the Chief of Police, the District will be separately invoiced by the City for the direct salary and related benefits for the overtime hours worked by the assigned SRO.

#### ARTICLE VII

GOOD FAITH: The parties, their agents, and employees shall cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties and questions will be resolved by negotiations between the Superintendent of the District, and the Chief of Police, or their designees.

#### ARTICLE VIII

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

#### ARTICLE IX

**REPLACEMENT OF SRO:** In the event the District is not satisfied with the performance of the SRO, the Superintendent, or his or her designee, shall communicate in writing to the City a request to change the SRO. The District shall outline the specific reasons for the requested change. The District and the Department will work with the SRO to address the stated concerns of the District and all reasonable avenues to resolve the matter shall be pursued by the parties before replacement. If after attempting to collaboratively work to address the District's concerns the District still desires to replace the SRO, the SRO shall be changed.

**RESIGNATION, DISMISSAL, LONG-TERM ABSENCE OF SRO:** In the event of the resignation, dismissal, or long-term absence (more than 30 consecutive days) of the SRO, the City shall endeavor to provide a replacement within 30 days of the absence. In the interim, the City shall endeavor to schedule existing resources to provide coverage to the District. The parties recognize that the Othello Police Department is a small department with limited resources and may not be able to provide coverage or replacement during the time it takes to hire and train a replacement SRO. In the event that the City cannot fulfill its SRO coverage, the financial obligations of the District will be adjusted accordingly on a pro-rata basis.

## **ARTICLE X**

**STANDARD SERVICES:** Notwithstanding this Agreement the District shall receive all normal police services in addition to the services described in this Agreement.

## **ARTICLE XI**

### **HOLD HARMLESS:**

- 1) The District agrees to hold harmless, indemnify, and defend, at its own expense, the City, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any student, invitee, visitor or trespasser, or loss or damage to such individual's property) which result from or arise out of the sole negligence or willful misconduct of the District, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the District under this Agreement.
- 2) The City agrees to hold harmless, indemnify, and defend, at its own expense, the District, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence or willful misconduct of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City and/or SROs' services, duties and obligations under this Agreement.
- 3) In the event that the officials, officers, agents, and/or employees of both the City and the District are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).
- 4) Nothing contained in this Article or this Agreement shall be construed to create a right of indemnification in any third party.

**ARTICLE XII**

**TERMINATION:** This Agreement may be terminated by either party if (1) the party who is not terminating the contract failed to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating termination; and (2) the party terminating the contract sent notice to the other party ninety (90) days before the effective date of the termination, and the notice identifies the manner in which the party failed to substantially perform. This Agreement can otherwise be terminated only upon written notice at least 90 days prior to the end of the other party's fiscal year.

**ARTICLE XIII**


**FILING:** A copy of this Agreement shall be filed by the parties with the Adams County Auditor's Office pursuant to RCW 39.34.040, and a copy shall be filed with the City Clerk.


**ARTICLE XIV**

**VENUE AND ATTORNEY FEES:** Any action filed to enforce any term of this Agreement shall be filed in the Washington Superior Court of Adams County. The prevailing party in any such action shall be entitled to recover their reasonable attorney fees and costs incurred in said action.

CITY OF OTHELLO

OTHELLO SCHOOL DISTRICT NO. 147

By:   
Shawn Logan  
Mayor

By:   
Chris Hurst  
Superintendent

DATE: 1/20/17

DATE: 1/17/17