

**INTERLOCAL AGREEMENT BETWEEN MOSES LAKE SCHOOL DISTRICT NO. 161 AND THE  
CITY OF MOSES LAKE RELATING TO SCHOOL RESOURCE OFFICERS**

This Interlocal Agreement between Moses Lake School District No. 161 and the City of Moses Lake relating to School Resource Officer Services (the "Agreement"), made and entered into this 24<sup>th</sup> day of September, 2018, by and between the City of Moses Lake, a noncharter code city of the State of Washington (the "City"), and Moses Lake School District No. 161, a municipal corporation of the State of Washington (the "District").

**Recitals:**

1. The District and City agree that it is their mutual best interest to assign full-time School Resource Officers to the District campuses; and
2. The City agrees to allocate four (4) full time police officers in order to provide school resource officer services to the District; and
3. The District agrees to provide funding to pay for the City's costs in providing officers to act as school resource officers; and
4. The parties intended to enter into this Agreement pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**I. DUTIES OF CITY**

The City shall perform the following duties to the satisfaction of the School District:

1. Enter into an employment relationship with qualified persons to act as an SRO's for the 2018-2020 school years. The terms of said employment relationship to be consistent with the terms and conditions of employment that exist in the City for its commissioned police officers under such circumstances.
2. Assign persons hired pursuant to the preceding paragraph to work as SROs with the School District with the job responsibilities as listed in Appendix A. The SRO shall be assigned to the school during all school days and normal hours of operation. For purposes of this Agreement, the parties agree that the traditional one hundred eighty (180) day school year applies.
3. Pay persons hired pursuant to this agreement the salary and benefits they would be entitled to under the terms and conditions of employment for such positions in the City and consistent with the bi-weekly payroll practices of the City.
4. Send the School District an invoice by not later than the 15<sup>th</sup> day of each month in an amount equal to the total salary and benefits paid by the City for the preceding month in order to comply with the terms of this agreement.

5. The Police Department and School District representatives will mutually supervise the SROs hired as a result of this agreement, on a daily basis. However, overall supervision rests with the City of Moses Lake Police Department (MLPD).
6. The SROs shall be employees of the City and not employees of the District. The City shall be responsible for the hiring, training, equipment, reassignment, discipline and dismissal of its personnel.
7. During school holidays, early dismissals, non-school days and summer vacation, the SROs shall be reassigned as directed by the MLPD.
8. The District shall be responsible to pay the City additional compensation equivalent to the SROs' overtime pay for any services the SROs provide to the District beyond the SROs' scheduled forty-hour work week. The services may include security for athletic events, dances, field trips, or other similar activities. However, the SROs may not work any overtime without the prior approval the City and the District.

## II. DUTIES OF SCHOOL DISTRICT

1. In consideration of the satisfactory performance of the duties of City set forth herein, the School District shall compensate City on a monthly basis in the amount invoiced by the City to the School District pursuant to Section I (4) above. Said compensation shall be made not later than the last workday of each calendar month.
2. The School District shall compensate the City for the use of two (2) patrol vehicles in the total amount of Sixty Four Thousand Dollars (\$64,000.00) as follows:
  - a. A one-time payment in the amount of \$10,000.00 shall be paid to the City upon execution of this Agreement.
  - b. Monthly payments in the amount of \$2,000.00 shall be paid to the City during the 2018-2020 school years (e.g., \$2,000/month for each 9-month school year).
3. The School District, pursuant to this agreement shall report perceived problems with the performance of the SROs to the official at the City designated for that purpose.
4. Upon mutual agreement between the School District and the City, SRO's may be selected and assigned to more than one school.
5. The SROs may be temporarily reassigned during a law enforcement emergency as determined by the Police Chief or designee. Provided, however, if an SRO is reassigned for more than two days a month or five days total during the school year, the City commits to assigning another appropriately trained SRO to cover these school duties.
6. The SROs shall perform such duties as mutually agreed upon by the District and the MLPD, as long as the performance of such duties are legitimately and reasonably related to the SRO

program, and so long as such duties are consistent with state and federal law and the policies and procedures of the MLPD, as well as the School District.

7. The Moses Lake High School shall provide adequate, secure office space including necessary equipment and supplies at no cost to the City.
8. The District shall provide updated copies of all District Policies and Procedures to the City.

### III. EFFECTIVE DATE-DURATION

This Agreement shall commence on September 1, 2018, and be in effect for three years. Provided that this Agreement shall not become effective prior to the date upon which the signatures of all parties to the Agreement have been subscribed hereto. This Agreement shall terminate at midnight on August 31, 2021. Upon execution, this Agreement shall be filed with the Grant County Auditor or posted on the City's interlocal agreements webpage.

### IV. GENERAL PROVISIONS

1. Eligibility to Appointment as SRO:

Selection and appointment of the SROs will be made in consultation with the District Superintendent or designee. Requirements for the SROs assignment shall include:

- a. The SRO must be a Washington state certified law enforcement officer.
- b. The SRO must have the desire and ability to deal effectively with a diverse student population
- c. The SRO must have the ability to present a positive image and symbol of both the District and the Department. A goal of the services is to foster a positive connection between young people and law enforcement officers. Therefore, the personality, grooming, and communications skills of the SRO should be of such nature that a positive image of the Department and its officers is reflected. The SROs should sincerely desire to work with the staff and students of all the District's schools.

2. Change of an SRO: Should the District determine that the performance or conduct of the SRO is not acceptable, the District Superintendent will request to meet with the Chief of Police to discuss the matter. In an effort to possibly resolve any concerns, the Superintendent and Chief of Police may also meet with the SRO. In order to request that an assigned SRO be dismissed from assignment in the District. The Superintendent or designee shall communicate in writing to the Chief of Police a request to change the SRO, including the reasons for the requested change. If within a reasonable amount of time after the steps outlined above have been taken the problem cannot be resolved, then the SRO shall be removed from the program in the District, and a replacement shall be obtained. In the event of the resignation, dismissal or reassignment of an SRO or in the case of a long-term absence by an SRO, the Chief of Police shall provide a temporary replacement for the SRO within sixty (60) school days of receiving notice of such absence, dismissal, resignation or reassignment.

3. **Student records:** The District and the City agree that exchange of information shall comply with RCW 28A.600.475, regarding student information.

School officials shall allow SRO to inspect and copy any public records maintained by the school to the extent allowed by law and otherwise in accordance with this Agreement, including student directory information such as yearbooks. However, notwithstanding any other provision herein, law enforcement officials may not inspect and/or copy confidential student education records except as allowed by the Family Educational Rights and Privacy Act ("FERPA") or otherwise as allowed by law. The SRO is otherwise limited in his or her access to confidential student records under the provisions of the FERPA.

The disclosure of such student records to the SRO without parental consent is allowed under a state concerning "the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released ... " adopted after November 19, 1974. Sec 34 C.F.R. § 99.31 (a)(5)(i)(B) and § 99.38(a). Depending on the language of the State statute, in that it concerns the juvenile justice system and the student, disclosure can be made by the District to the SRO without parental consent or notice. For example, in the enforcement of Compulsory School Attendance, the release of confidential student records without parental consent or notice could be permitted under 34 C.F.R. § 99.31 (a)(5)(i)(B). It follows that other State statutes enforced by the juvenile justice system may also meet the necessary standards for disclosure under this exception. In order to comply with the requirements of FERPA for release of confidential student records under 34 C.F.R. § 99.31 (a)(5)(i)(B), the SRO must provide the District with a certification in writing that the information contained in the student records released will not be disclosed to any other party except as provided under state law, without the prior written consent of the parent of the student. See 34 C.F.R. § 99.38(b).

If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO at their sole discretion that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

If student education records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records under FERPA following a reasonable attempt by the District to inform the parents or guardians of a subpoena, if required under FERPA. See 34 C.F.R. § 99.31(9)(i).

4. **Employment Restrictions:** Any SROs who will have regularly scheduled unsupervised access to children pursuant to this Agreement, shall be required to have completed a record check through the Washington State Patrol Criminal Identification System, under RCW 43.43.830-.834, RCW I 0.97.30 and .50, and through the Federal Bureau of Investigation before hiring and prior to unsupervised access to children. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. Record checks required above shall be at the sole cost and expense of the City.

City shall prohibit any SROs or substitute SRO employee of the City from working at a public school who has contact with children at a public school during the course of his or her

employment, if such individual has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322. The City shall engage in due diligence to learn whether any of such employees have pled guilty or been convicted of any such crime and shall require their employees to self-report to the City any such plea or conviction. Any failure to comply with this section shall be grounds for immediate termination of this Agreement by the District, notwithstanding any other provision in this Agreement.

5. **Interviews and Arrest Procedures:** If an SRO plans to interview suspects or victims of crime, the SRO, to the extent practicable, will advise the Principal or his/her designate and work with the Principal and his/her designate to minimize disruption to the school and other students. District employees will make parental notification of such interviews in accordance with policy as established in District regulations and applicable laws. The Principal or Principal's designees may request to the SRO to be present during the interview of a student. If permitted, the Principal or his/her designate will be present solely as an observer of the interview and not a participant therein. 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 SRO arrests a student at a District school, the SRO shall notify the Principal or his/her designate as soon thereafter as practical. In the event the arrested student is a juvenile, City Police Department shall notify the parents or legal guardian pursuant to City policy and procedure. The District may all make notification as may be necessary under its own guidelines.
6. **Applicable Law:** The laws of the State of Washington shall govern this Agreement.
7. **Ownership of Property:** Any real or personal property used or acquired by either party to this Agreement in connection with the performance of this Agreement shall remain the sole property of such party, and the other party shall have no interest therein.
8. **Purpose:** By entering into this Agreement, the parties intend merely that the City provide full time police officers to be assigned to the designated schools within the District. The City 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 provision of law enforcement services to the community.
9. **Assignment Prohibited:** The parties hereto may not assign or transfer the performance of any duty or service under this Agreement or any claim, right or cause of action arising under this Agreement, in whole or in part.
10. **Dispute Resolution:** Any factual dispute between the City and the District that relates to this Agreement shall be referred for resolution to the Chief, or his/her designee, and the Superintendent of the District, or his/her designee. In the event the dispute cannot be resolved between the parties to each party's mutual satisfaction, the issue shall be submitted to mediation through a mutually agreeable mediator. Both parties agree to utilize this process prior to the institution of any legal action to enforce the terms and conditions of this Agreement. The cost of mediation shall be borne equally by the parties.

11. **Applicable Law and Venue:** This Agreement shall be construed under the laws of the State of Washington. Venue of any legal action brought to enforce any of the terms and conditions of this Agreement shall be Grant County, Washington.
12. **Insurance and Indemnification:** Each party to this Agreement shall indemnify, defend, and hold the other party harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties, or other charges, including, without limitation, reasonable attorney's fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages, or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same were caused by any negligent or wrongful act of the indemnifying party. The provisions of this section shall survive the expiration or earlier termination of this Agreement. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a party to this Agreement.

Evidence of insurance or self-insurance coverage will promptly be provided upon request by either party.
13. **Independent Contractor Status:** The City and its employees and agents shall perform all duties pursuant to this Agreement as an independent contractor. Both parties understand and agree that the District retains its legal responsibility for the safety and security of the school district, its employees, students, and property and thus Agreement does not alter that responsibility.
14. **Non-Discrimination:** No person shall, on the grounds of race, creed, color, national origin, sex, or marital status, or the presence of any sensory, mental or physical handicap, unlawfully be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed under this Agreement. Non-discrimination laws applicable to the School District and the City which each party agrees to abide by include, but are not limited to, the federal Americans with Disabilities Act (ADA).
15. **Payments:** All payments of compensation and other expenditures to the City shall be conditioned upon submission of reports from the SROs which specify the date(s), extent and nature of the performance which has been rendered; and the SROs performance to the satisfaction of the School District.
16. **Termination:** The City and the School District acknowledge that entering into this Agreement may result in financial commitments by the other party to this Agreement. Therefore, the parties agree that they will not terminate this Agreement prior to the expiration date without the written consent of the other party. In the event of unilateral termination with consent, the terminating party agrees to indemnify and pay for any financial loss, which results to the other party.
17. **Verbal Agreements:** This written contract constitutes the mutual agreement of the School District and the City in whole. No alteration or variation of the terms of this contract and no oral understandings or agreements not incorporated herein shall be binding.

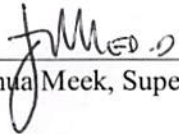
18. Legal Requirements: The City and the District shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules, and regulations of any public authority having jurisdiction.

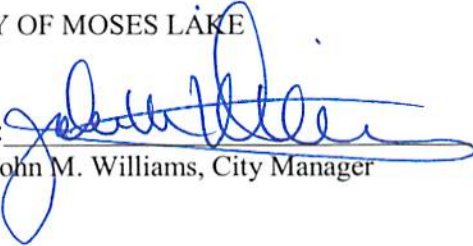
Dated: 9/24/18

Dated: 9-25-18

MOSES LAKE SCHOOL DISTRICT #161

CITY OF MOSES LAKE

By:   
Joshua Meek, Superintendent

By:   
John M. Williams, City Manager

## APPENDIX A

### DUTIES AND RESPONSIBILITIES OF SRO'S

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

1. Act as a resource person in the area of law enforcement education.
2. Conduct criminal investigations involving violations of the law on District property.
3. Maintain the peace on District property.
4. Make arrests and referrals of criminal law violators.
5. Provide police counseling to students when requested by the Principal or the Principal's designee.
6. Secure, handle and preserve all evidence.
7. Make referrals to social service agencies as appropriate.
8. Wear the 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 District and Department.
9. Follow and conform to all state and federal laws and to all policies and procedures of the Department and District.
10. Attend all Department mandatory training as needed to maintain law enforcement qualifications and certifications.
11. Help ensure school safety.
12. Build positive interpersonal relationships with school families, students and staff.
13. Help resolve and deescalate potentially difficult circumstances and situations at school.
14. Perform such other duties as mutually agreed upon by the City or its designee and the District Superintendent or his/her designee so long as the performance of such duties is legitimately and reasonably related to the SRO services described in this Agreement and so long as such duties are consistent with state and federal law and the policies and procedures of the City and the District.