

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF VANCOUVER AND
THE EVERGREEN SCHOOL DISTRICT #114

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Vancouver (the "City") and the Evergreen School District #114 ("the District") by which the District will provide funding to the City in exchange for the City, by and through the Vancouver Police Department (VPD), committing to establish a School Resource Officer ("SRO") program within the District as set forth below;

WHEREAS, the City and the District are authorized by the Interlocal Cooperation Act, Ch. 39.34 RCW, which provides that two or more public agencies may enter into an agreement for the joint and cooperative exercise of powers, privileges or authority capable of being exercised by either agency; and

WHEREAS the City and district desire to provide law enforcement and related services to the public schools within the District; and

WHEREAS an SRO program has been proposed for the public school system of the District; and

WHEREAS, the City believes the presence of SRO's from VPD will be of assistance to the City of Vancouver, VPD, and the schools within the District; and

WHEREAS, the District desires to have SRO's provided by VPD to serve the schools within the District during the school year; and

WHEREAS, the City is willing to perform these services for the District in consideration of certain amounts to be paid for each VPD officer assigned as an SRO as established pursuant to the terms of this agreement.

NOW THEREFORE, the City and the District agree as follows:

1. PURPOSE AND FUNCTION:

The purpose of this Agreement is to define the rights and responsibilities of the parties for the implementation of a School Resource Officer program at certain schools within the District as set forth herein.

2. TERM OF AGREEMENT, TERMINATION AND RENEWAL:

- 2.1. This Agreement shall be in effect as of the date the agreement is signed by the parties and shall remain in effect for a period of five (5) years, through the 2011-2012 school year.
- 2.2. Either party to this Agreement may terminate participation upon written notice provided to the other party by no later than ninety (90) days prior to the start of the next school year (i.e., usually by no later than May 31 of each year). Such notice shall be provided as set forth in Article 21 of this Agreement.
- 2.3. This Agreement may be renewed for another five year period at the end of the 2011-12 school year by mutual written agreement of the parties. The District's Superintendent is authorized to approve and execute such extension without further authorization from the Evergreen Public Schools Board of Directors. The City Manager is authorized to approve and execute such extension without further authorization of the City Council.

3. JOINT ADMINISTRATION:

No new or separate legal or administrative entity is created by this agreement.

4. PERSONNEL AND SUPERVISION:

- 4.1. No transfer of any personnel between the parties is provided for by this Agreement. Each party is responsible for its own employee's salary, compensation and benefits in accordance with each party's policies. SRO's shall be supervised and receive direction from their VPD supervisors, and will respond to service calls outside the assigned school campus when required by resource allocation as determined in the sole discretion of VPD.
- 4.2. There shall be no replacement of SRO's during an SRO's absence from the assigned school campus whether caused by sick, vacation, training or other leave authorized by VPD.
- 4.3. The SRO's assigned work, performance and equipment shall be determined and controlled in the sole discretion of VPD.

5. FINANCIAL ADMINISTRATION:

Except as specifically set forth herein, there will be no other financial obligation imposed on the parties to this Agreement.

6. COMPENSATION:

- 6.1. Base Year: The "Base Year" shall be defined as the period from August 2007 through July 2008. For the Base Year, the District will pay the City the sum one hundred thousand

dollars (\$100,000.00) per school year during the effective period of this Agreement for each SRO assigned to the District. The base amount for the 2007-2008 school year is three hundred thousand dollars (\$300,000)(three SRO's). This sum shall be divided into 9 equal installments; with the first payment being due October 1 of each year of this Agreement. Each payment shall be by invoice from VPD to the District.

- 6.2. Extra-duty Assignments: The District agrees that for staffing at after-hour school events and functions that result in an extra-duty assignment agreement with VPD, the SRO already assigned to the school where the event occurs will be offered first choice to accept the extra-duty assignment, then to any other SRO working at other schools within the district and lastly to regular officers. The District agrees to reimburse VPD for all extra-duty assignments at one and one-half times the officer's regular wage.
- 6.3. Rate Adjustment: The rate set forth for the Base Year in Article 6.1 above shall be adjusted for each successive year by the percentage change that occurs in the Consumer Price Index, All Urban Consumers, for the Portland Metropolitan Area, All Items (1982-84=100), for the period January to December, as published by the Bureau of Labor Statistics, United States Department of Labor, or as said index may be revised. However, in no event shall the rates be lower than that set forth in Article 6.1. The adjusted rate shall be effective with the payment due the following October 1 (e.g., the rate for the 2008-09 school year shall be adjusted based on the CPI for Portland in the 2008 calendar year).

7. RESPONSIBILITIES OF BOTH PARTIES:

- 7.1. Mutually seek a revenue funding stream to help ensure the continued long-term viability of the SRO program in the District.
- 7.2. Promote a coordinated effort among agencies and staff to achieve maximum public safety with the goal of reducing juvenile crime.
- 7.3. Develop internal policies and cooperative procedures, as needed to implement this agreement to the maximum extent possible.
- 7.4. Comply with relevant state and federal law and other applicable local rules which relate to records use, security, dissemination, and retention/destruction.
- 7.5. Except as provided herein, the parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

8. RESPONSIBILITIES OF THE DISTRICT:

- 8.1. Provide facilities for the SRO at the high schools where the SRO is assigned. The facilities will include access to appropriate District telephone and computer-related resources.

- 8.2. Provide the SRO with access to such student records as may be needed by the SRO during his/her assignment and in whatever format they may exist (e.g., computer or hard copy).
- 8.3. Meet with the SRO on a regular basis in order to share information, follow up and provide assistance.

9. RESPONSIBILITIES OF VPD:

- 9.1. Assign three School Resource Officers from the rank and file of VPD. Evergreen High School, Mountain View High School and Union High School will each have one assigned SRO.
- 9.2. Each SRO will report to their assigned school each school morning that school is in session at a time and in accordance with a schedule agreed upon between the VPD and the District.
- 9.3. Each SRO will work closely with school administrators and school security monitors in dealing with current and potential problems.
- 9.4. Although each SRO will be assigned to a specific school(s), he/she will be available to assist at other District buildings.
- 9.5. The SRO's may be temporarily assigned to other duties by VPD as needed to respond to critical incidents or emergencies.
- 9.6. Each SRO will work in collaboration with school officials in developing a positive relationship with the community, students/parents, and school officials.

10. PROHIBITION AGAINST ASSIGNMENT:

Neither this Agreement nor any interest therein may be assigned by either party without first obtaining the written consent of the other party.

11. BACKGROUND OF SERVICE PROVIDERS:

To the extent the VPD performs services at a public school and has contact with children at such school, VPD shall be prohibited from providing such services through those persons who have plead guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32.RCW or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution or a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any violation of this paragraph shall be grounds for the District to immediately terminate this agreement (See RCW 28A.400.330).

12. CONFLICT OF INTEREST:

Neither VPD nor any employee or agent of VPD shall participate in the performance of any duty in whole or part pursuant to this Agreement to the extent that participation is prohibited by Ch. 42.23 RCW (Code of Ethics for Municipal Officers).

13. WHOLE AGREEMENT; MODIFICATION:

This Agreement is the complete and exclusive statement of the agreement between the parties relevant to the purpose described above and supersedes all prior agreement or proposals, oral or written, and all other communication between the parties related to the subject matter of this agreement. No modification of this Agreement will be binding on either party, except as a written addendum signed by an authorized agent of both parties.

14. TERMINATION FOR BREACH:

If either party fails to comply with the terms and conditions of this Agreement, the other party, upon thirty (30) days prior written notice to the breaching party, may terminate this Agreement.

15. APPLICABLE LAW:

The Agreement shall be governed by the laws of the State of Washington.

16. WAIVER AND SEVERABILITY:

No provision of this Agreement or the right to receive reasonable performance of any act called for by its terms shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence. If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.

17. OWNERSHIP OF ACQUIRED ASSETS:

All assets owned by the District and placed in service for the SRO during this agreement shall remain the property of the District. Any asset acquired by the VPD and used in the program, will remain the property of the VPD. When transferring program assets from the District to the VPD, a fair and equitable settlement will be negotiated between the District and the VPD.

18. NONDISCRIMINATION COMPLIANCE:

The District is an equal opportunity employer. By entering into this Agreement, the VPD assures the District that VPD complies with all laws and regulations pertaining to

nondiscrimination. No person shall, on the grounds of race, creed, religion, color, national origin, sex, age, marital status, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this Agreement.

19. INSURANCE COVERAGE:

VPD, in providing services to minors, shall have valid self-insurance under the City's self-insurance program. Upon request by the District, VPD shall show evidence of such coverage. By this Agreement, the parties especially retain all protections afforded by workers compensation or similar statutes of the State of Washington.

20. NO THIRD PARTY BENEFICIARY:

The District does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City and VPD do not intend by this Agreement to assume any contractual obligations to anyone other than the District. The District and the City do not intend there be any third-party beneficiary to this Agreement.

21. NOTICE:

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City: Police Chief
 Vancouver Police Department
 P.O. Box 1995
 Vancouver WA 98668-1995

To the District: JOHN DEEDER, SUPERINTENDENT
 EVERGREEN PUBLIC SCHOOLS
 P.O. Box 8910
 VANCOUVER, WA 98668-8910

The name and address to which notices shall be directed may be changed by either the District or the City by giving the other party notice of such change as provided in this section.

22. DOCUMENT FILING:

The City and the District agree that there shall be three (3) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the parties. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be retained by the District. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon all parties.

AGREEMENT TO BE DATED this 20th day of August, 2007.

CITY OF VANCOUVER, WASHINGTON

SIGNATURE ON FILE

~~Mayor Royce Pollard~~

Tat McDonnell, City Manager

Date: _____

ATTEST:

SIGNATURE ON FILE

R. Lloyd Tyler, City Clerk

By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

SIGNATURE ON FILE

Ted H. Gathe, City Attorney

FOR THE EVERGREEN SCHOOL DISTRICT #114

By:

SIGNATURE ON FILE

Holly Williams, Board President

By:

SIGNATURE ON FILE

John Deeder, Superintendent

Approved as to form:

By:

N/A, Attorney for the District