

INTERLOCAL AGREEMENT
School Resource Officer (SRO)
2021-22

Agreement made this day by and between the CITY OF WASHOUGAL, a municipal corporation organized and existing under the laws of the State of Washington, here and after referred to as "City", and WASHOUGAL SCHOOL DISTRICT NO. 112, a municipal corporation organized under the laws of the State of Washington, here and after referred to as "School District".

RECITALS

1. Both parties recognize the importance of providing a safe, drug-free and violence-free learning environment in the Washougal schools.
2. Both parties desire to provide a safe and positive school environment within the Washougal Schools.
3. Both parties have determined there is a need for a law enforcement partnership during regular school hours, as well as a need for an officer to act as a liaison between the School District and the City.
4. The parties desire to enter into an agreement pursuant to RCW 39.34, the Inter-local Cooperation Act, to accomplish the objectives set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

Section I

Purpose: The purpose of this agreement is to establish the respective responsibilities of the City and the School District for the staffing of a School Resource Officer (SRO) whose primary responsibility will be to conduct law enforcement activities at Washougal schools but from time to time may be assigned by the Washougal Police Department for non-school related activities in an unforeseen situation. The SRO roles, duties and limitations are detailed further in the Memorandum of Understanding between the Washougal School District and the Washougal Police Department, attached hereto as Exhibit "A" and incorporated herein by this reference.

The SRO will adjust his/her schedule in consultation with the school district and police department to meet the demands of School Safety and Security program.

Section II

Duration: This agreement shall take effect upon the signing of the agreement by both parties, shall be for an indefinite duration, subject however, to the right of either party to terminate this agreement as hereinafter provided.

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Section III

Administration: No new or separate legal or administrative entity will be created to administer the provisions of this agreement. The agreement shall be administered by the Washougal Chief of Police.

Section IV

City's Responsibilities: It shall be the City's responsibility to provide an SRO who is a regular member of the Washougal Police Department to provide the services contemplated herein. The SRO who is selected to provide the services shall be selected at the sole discretion of the Washougal Police Chief and shall at all times be under the direction and control of the Washougal Police Department. The City will agree to pay one-half of the officer's regular wages including benefits. The City will agree to pay all overtime wages incurred by the SRO when the hours occur as a result of City-directed work.

Section V

School District Responsibilities: The School District will provide adequate space to allow the designated SRO to perform his/her duties. The School District agrees to consult with the City with regard to needs and priorities involved with the responsibilities of the SRO. The School District further agrees to pay to the City of Washougal one-half of the current wages including benefits of the designated officer when school is in session. Said payments shall be made on or before the last day of each month. Overtime hours must be approved ahead of time by the District for District-directed overtime work.

Section VI

Termination: Either party shall have the right to terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party. Such notice shall be sufficient if it is in writing and deposited in the United States mail, certified mail, return receipt requested, with postage fully prepaid and addressed to the parties at their last know addresses. Any such notice shall be deemed conclusively to have been delivered to the other with seventy-two (72) hours, exclusive of Sundays and legal holidays, after deposit thereof in said U.S. mail.

Section VII

Indemnification: It is agreed that the City will indemnify, defend and save harmless the School District, its elected officials, officers, employees and agents, for any and all liability, loss, damage, expense, action, and claims, including costs and reasonable attorney fees, incurred by the School District, its elected officers, employees and agents in defense thereof, asserting or arising directly on account of or out of the City's negligent acts or omission in performance with the Agreement. The School District will indemnify, defend and save harmless the City, its elected officials, officers, employees and agents from and against all liability, loss, damage, expense, action, and claims, including costs and reasonable attorney fees incurred by the City, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the School District's negligent acts or omissions in performance with this Agreement.

Section VIII

Filing: This agreement shall be filed with the Clark County Auditor and the Secretary of State of the State of Washington as required by law.

DATED this 24th day of August, 2021.

CITY OF WASHOUGAL

WASHOUGAL SCHOOL DISTRICT NO. 112-6

By: David Scott
City Manager

By: Mary Templeton
Superintendent

ATTEST: Jennifer Forsberg
Clerk

APPROVED AS TO FORM:

Kenneth B. Woodrich
Kenneth B. Woodrich, City Attorney