

AGREEMENT BETWEEN THE CITY OF ANACORTES AND THE ANACORTES SCHOOL DISTRICT 103 FOR SCHOOL RESOURCE OFFICER PROGRAM

WHEREAS, Chapter 39.34 RCW regarding interlocal cooperation permits local governmental agencies to make more efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage and thereby to provide services and facilities in a manner that best accords with geographic, economic, population or other factors influencing the needs and development of each governmental entity; and

WHEREAS, the City of Anacortes and Anacortes School District 103 recognize that a School Resource Officer program benefits both the School District and the City; and,

WHEREAS, the parties have mutually determined that it would be beneficial to assign one (1) full-time, experienced, fully commissioned Anacortes Police Officer as a School Resource Officer (SRO) to certain schools within the District during the regular school hours and certain special school events during the school year, in order to assist the School District in its educational mission by addressing issues such as juvenile crimes affecting the safety, security and efficiency of the school system as well as providing for positive interaction with students on a regular basis; and

WHEREAS, the parties wish to commit to the partial funding of the officer as described herein; and

WHEREAS, it is the intention of the parties as reflected by the partial funding of the officer to acknowledge that the officer, as all police officers of the City, are subject to the control of the Chief of Police (hereinafter "Chief") and may be assigned other police duties outside of the normal SRO school year schedule and on a limited basis during the school year for training and on an emergency basis.

NOW, THEREFORE, the City of Anacortes, Washington (Hereinafter the "City") and the Anacortes School District 103 (hereinafter "District") have entered into this agreement in consideration of the mutual benefits to be derived and in accordance with the authorization provided by Chapter 39.34 RCW:

1. Purpose

The purpose of this agreement is to provide for partial funding necessary to permit assignment by the City to permit assignment by the City of one full-time, experienced Anacortes Police Officer, and to implement a School Resource Officer (SRO) program in the Anacortes Public Schools.

The SRO program will:

- a. Discourage drug abuse amongst students;
- b. Discourage criminal activity on school grounds and surrounding neighborhood;
- c. Provide problem solving and mediation to students, parents, teachers, and neighborhood residents.
- d. Bridge the gap between police officers and youth;

- e. Encourage more cooperation between police officers and youth;
- f. Aid in reduction of juvenile crime through counseling, teaching about the criminal justice system and taking personal interest in students;
- g. Provide law enforcement services to the District as appropriate.
- h. Promote safety on campus by providing a uniformed police presence.

2. Term

This agreement shall commence on June 2015 and shall terminate three days after the end of the 2017-18 school year, unless terminated earlier. The agreement may be renewed with the mutual consent of both parties. Either party may terminate this agreement at any time for any reason upon 30 days written notice.

3. School Resource Officer Responsibilities: Duties of School Resource Officer include but are not limited to the following:

- a. Community problem solving, safety education, and providing a law enforcement-related consulting resource.
- b. Enforcement of federal, state and local laws;
- c. Establish liaison with school staff, faculty and students;
- d. Confer with school staff on strategies to prevent juvenile delinquency and enhance school safety;
- e. Provide an investigative resource regarding crimes committed on or adjacent to school property;
- f. Assist in providing students with social service resources;
- g. Participate in meetings and school activities appropriate to the School Resource Officer's role; and
- h. Enhance the trust relationship between schools, parents, and police;
- i. Occasionally act in an instructional role when presenting legal and safety information to students in a classroom setting.
- j. Issue a written report monthly to the District and the Chief outlining their activities.

4. City Responsibilities

- a. To provide a police officer to be assigned to the Anacortes School District for no less than 170 days per calendar school year; the officer's schedule will be determined in collaboration with the District. Generally, the shift will mirror the school day calendar with no more than four evening shifts per month. Shifts are eight (8) hours in duration. Additional time in excess of an 8 hour shift or 40 hour work week will be paid on at the SRO's overtime rate. Overtime must be pre-approved by an APD supervisor. The SRO is a non-essential employee and will not be scheduled to work on any holidays recognized by the City. Shift adjustments are made in order for the officer to attend parent meetings, athletic events, and large special events such as high school graduation. Shift adjustments must be made no less than

10 days prior to the event in accordance with Anacortes Police Guild Collective Bargaining Agreement.

- b. Provide law enforcement services to the District as appropriate.
- c. The City shall provide adequate record keeping and reporting, as required by federal, state, and local laws.
- d. During school vacation periods the SRO may either take scheduled leave or will be assigned to the patrol division. In the summer months they will be assigned to forest/bicycle patrol, or to work a patrol shift. Their schedule will revert back to an 8.5 hour shift from June 1st through September 1st of each year.

5. District Responsibilities:

- a. Provide a secure office for the SRO program.
- b. Provide in-service training as applicable.
- c. Provide regular feedback and an annual performance review of the SRO to the Chief.
- d. Participate in the SRO selection process.

6. Funding

Total compensation will not exceed \$60,000 annually for the period of this agreement. The amount of compensation will be based upon 50% of the officer's applicable salary, benefits and premium expenses.

The District will compensate the City within 30 days of receipt of a properly executed invoice.

- a. The District agrees to pay no more than \$22,500 for support from August 15th through December 31st 2015. This represents approximately 50% of 4.5 months of the officer's salary, benefits, and premium expenses. The City will invoice in December of 2015.
- b. In 2016 and subsequent years the City will invoice the District quarterly for the actual cost of the officer's applicable salary, benefits and premium expenses.

7. Prohibition against assignment

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

8. Independent Contractor Status of City

- a. The City it's employees and agents shall perform all duties pursuant to this agreement as an independent contractor, The School District shall not control or supervise the manner in which this agreement is performed not withhold or pay any taxes on behalf of the City of Anacortes, it's employees or agents. Personal Liability insurance is the responsibility of the City.
- b. The city certifies they are customarily engaged in the business for which this agreement is written, that they are responsible for filing a schedule of expenses with the Internal Revenue

Service on the next applicable filing date, that they have established an account with all state agencies requiring such registration or license, and that they are maintaining a separate set of records reflecting items of income and expense for their business.

9. Indemnification

a. Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of the City employees performance or failure to perform duties pursuant to this agreement shall be the City's sole obligation, and the City shall defend, pay costs of defense, indemnify and hold harmless the Anacortes School District and the Districts employees and agents in full for any and all such acts or failures to act on the part of the City or the Cities employees of agents. Claims shall include but are not limited to, assertions that the use of transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind delivered hereunder constitutes an infringement of any copyright , patent, trademark, trade name, or otherwise results in an unfair trade practice or in an unlawful restraint of competition.

b. Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of the District employees performance or failure to perform duties pursuant to this agreement shall be the District's sole obligation, and the District shall defend, pay costs of defense, indemnify and hold harmless the City of Anacortes and the City's employees and agents in full for any and all such acts or failures to act on the part of the District or the District's employees of agents. Claims shall include but are not limited to, assertions that the use of transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind delivered hereunder constitutes an infringement of any copyright , patent, trademark, trade name, or otherwise results in an unfair trade practice or in an unlawful restraint of competition.

10. Drug Free Work Place

a. The City and the City's employees or agents shall perform all the duties pursuant to the agreement in compliance with the intent of the ASD drug free workplace policy.

11. Criminal Activity

a. The City and the City's employees and agents shall perform all duties pursuant to the agreement without conviction of any crimes against persons, nor be found in any dependency action by the court in a domestic relations proceeding or in any disciplinary board final decision to have sexually assaulted or exploited a minor.

b. The City shall ensure that the City and City's employees or agents having unsupervised access to children in the performance of this agreement have no prior conviction, civil adjudications or disciplinary board final decisions which indicate that it is inappropriate for these individuals to be working with children. Furthermore, the City shall require the City's employees or agents who have regularly scheduled unsupervised access to children are fingerprinted and checked through the Washington State Patrol (WSP) Criminal Identification System, prior to performing services under this contract.

12. Termination

a. This agreement may be terminated by either party, with or without reason, upon 30 days of written notification. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by midnight of the second day following the date of posting in the United States mail, in the absence of proof of actual delivery to and receipt by main or other means and an earlier date and or time.

13. Verbal Agreements

a. This written agreements constitutes the mutual agreement of the City and the District in whole. No alteration or variation of the terms of this agreement and no oral understandings or agreements not incorporated herein, unless made in writing between parties hereto, shall be binding.

14. Applicable Law

a. This agreement shall be governed by the laws of the State of Washington. Venue for any legal action shall be proper only in Skagit County Washington.

b. The City shall comply, where applicable, with the contract work hours and safety standards act and collective bargaining agreements, and any other federal and state statutes, rules, and regulations.

15. Non-Discrimination

a. The City assures the District that its agency /labor union will comply with all state and federal guidelines and regulations. Therefore all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, national origin, creed, gender, sexual orientation, disability, familial status, marriage status, or age. This is in accordance with title VI of the 1964 Civil Rights Act; Section

504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990. P.L. 101336; and Title IX/Chapter 28A.640RCW of the Education Amendments of 1972 amended.

16. Ethical Conduct

a. Neither the City nor any employee or agent of the City shall participate in the performance of any duty pursuant to this agreement in which duty such person has participated as an employee of the ASD and the City shall ensure there are no violations of the Chapter 42.23.RCW Code of Ethics for Municipal Officers-Contract Interests.

b. Neither the City nor any employee or agent of the City shall participate in the performance of any duty or service in whole or in part under this agreement that is in violation of Ethics in Public Service law in RCW 42.17.130 related to campaign finances and lobbying and RCW 41.06.250 prohibiting the use of public resources for political activities.

17. RCW 39.34 Required Clauses

a. Purpose – see section 1

b. Duration – see section 2

c. Organization of separate entity and its powers – no new or separate legal or administrative entity is created to administer the provisions of this agreement.

d. Responsibilities of parties – see section 4 and 5.

e. Agreement to be filed-The city shall file this agreement with its City Clerk and a copy of this agreement with the Skagit County Auditor.

f. Financing- see section 6

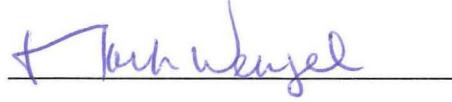
18. This agreement shall commence upon mutual acceptance and shall remain in effect through June 15, 2018, subject to the terms in the previous section.

CITY OF ANACORTES

ANACORTES SCHOOL DISTRICT NO.103



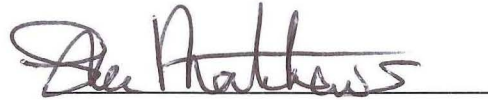
Laurie Gere, Mayor




Mark Wenzel, Superintendent



Steve Hoglund, Finance Director



Lisa Matthews, Finance Director



Bonnie Bowers, Police Chief



Anacortes School District 103
School Board Approved

APR - 7 2015