

**INTERLOCAL AGREEMENT BETWEEN**  
**THURSTON COUNTY SHERIFF'S OFFICE**  
**And**  
**CITY OF RAINIER**  
**For**  
**THE RAINIER SCHOOL RESOURCE OFFICER PROGRAM**

**1. PARTIES**

This agreement is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the Thurston County Sheriff's Office (TCSO), hereinafter referred to as TCSO and the City of Rainier, hereinafter referred to as COR.

**2. PURPOSE**

The purpose of this agreement is to implement a School Resource Officer (SRO) program in the Rainier Public Schools. The SRO program will:

- a. Bridge the gap between police officers and youth;
- b. Increase positive attitudes toward law enforcement;
- c. Encourage more cooperation between police officers and youth;
- d. Aid in reduction of juvenile crime through counseling, teaching about the criminal justice system and taking personal interest in students;
- e. Provide a police officer to be assigned to COR for 185 days per school calendar year to maintain a positive and safe school environment for students under the direction of COR and TCSO;
- f. Provide law enforcement services to Rainier School District as appropriate.

**3. TERM**

This agreement shall commence on August 31, 2016 and shall terminate at midnight three days after the official end of the 2016-2017 school year, unless terminated earlier. This agreement may be renewed with mutual consent of both parties. Either party may terminate this agreement at any time for any reason upon 30 days' written notice.

**4. SCHOOL RESOURCE OFFICER (SRO) RESPONSIBILITIES:** Duties of School Resource Officers include, but are not limited to the following:

- a. Provide a uniformed presence on campus to promote safety and serve as a positive resource to the high school, middle school, and elementary school and will regularly wear the official law enforcement uniform while on duty.

- b. Patrol their assigned schools and surrounding areas in order to identify, investigate, enforce, deter, and prevent crime, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs, or other similar activities.
  - c. Provide students, parents, teachers, and community residents with information, support, and problem solving mediation and facilitation, with the understanding that a student's "educational records" as that term is defined by law, contain confidential information.
  - d. Participate in and train school and community partners in threat assessment, critical incident response, and the development of an off-site crisis response center in case of a school, district, or county-wide critical incident or terrorist event impacting the safety of students, staff, family members, and community residents.
  - e. Participate in planned training with mental health, juvenile justice, and school based staff.
  - f. Work with all district partners in the delivery of law enforcement-related prevention activities for both students and their families.
  - g. Collaborate with district partners in assuring the development, revision, and dissemination of safe school policies.
  - h. Complete a daily log of activities.
  - i. Establish and maintain a working rapport with the school administrators and school staff.
  - j. Act as a resource person in the area of law enforcement education at the request of staff, speaking in classes on the law, search and seizure, drugs, motor vehicle laws, internet safety, and similar law enforcement topics.
  - k. Assist in providing school-based security during the regular school day and assist in the promotion of a safe and orderly environment at the assigned schools.
  - l. Not act as a disciplinarian; however, the SRO may assist the school with discipline problems and, if the problem or incident is a violation of the law, will determine whether an enforcement action is appropriate. Violation of school rules will be turned over to the school administration.
  - m. Investigate crimes or other school-related incidents on campus, making arrests, when appropriate, and making the necessary timely notifications to parents, school staff, and social service agencies.
  - n. Assist in mediating disputes on campus, including working with students to help them solve disputes in a non-violent manner.
  - o. Perform other duties as mutually agreed upon by the principals and the SRO, provided the duty is legitimately and reasonably related to the SRO program as described in this agreement and is consistent with federal and state law, local ordinances, TCSO and district policies, procedures, rules, and regulations.
5. **SCHEDULE.** Scheduling for the SRO will be determined by mutual agreement of COR or Rainier School District and the SRO's supervisor.

6. **TCSO RESPONSIBILITIES.**

- a. Provide law enforcement officers to be assigned to the Rainier School District four hours a day, three days a week for the 2016 – 2017 school calendar year; the officer's schedule shall be determined in collaboration with the Rainier School District to maintain a positive and safe school environment for students under the direction of the COR and the TCSO.

- b. Provide law enforcement services to the Rainier School District as appropriate.
- c. The TCSO shall provide adequate record keeping and reporting, as required by federal, state, and local laws. The TCSO shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs expended in the performance of the services provided under this agreement. These records shall be subject to inspection, review, or audit by personnel of the COR, the Office of the State Auditor, or other federal or state officials as authorized by law.

**7. COR RESPONSIBILITIES.** The COR shall compensate and/or reimburse TCSO the costs related to backfill overtime necessary to staff the SRO position(s) as follows:

- a. Total compensation and/or reimbursement of TCSO expenses will not exceed \$40,000.00.
- b. The COR shall compensate the TCSO within thirty (30) days of receipt of a properly executed invoice.
  - 1. TCSO shall be compensated up to \$40,000.00 per school year. This compensation rate includes all labor, equipment, travel, and training charges. Payments will be made monthly, over a nine (9) month period.
- c. Claims will be submitted every month, beginning October 2016 and ending July 2017.

**8. PERSONNEL.** In the event a principal has cause to believe that a particular SRO is not effectively performing in accordance with this agreement, the principal may recommend to the COR and the TCSO that the SRO be removed from the program. To initiate the removal of a SRO, the principal will recommend to the COR mayor the removal, stating the reasons in writing. Within a reasonable period of time after receiving the recommendation, the mayor will meet with the Sheriff, or his designee, to mediate or resolve the problem that may exist.

- a. Both parties understand and agree that the TCSO is acting hereunder as an independent contractor with the following intended results:
  - 1. Control of personnel, standards or performance, discipline, and other aspects of performance shall be governed entirely by TCSO.
  - 2. All persons rendering services hereunder shall be for all purposes employees of TCSO;
  - 3. All liabilities for salary, wages, and any other compensation, work-related injury, or sickness shall be that of the TCSO.

**9. 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.

**10. INDEMNIFICATION.**

- a. The TCSO will protect, defend, indemnify, and hold harmless the COR, its officers, employees, or agents from any and all costs, claims, judgments, or awards of damages

arising out of or in any resulting from the negligent acts or omissions of TCSO, its officers, employees or agents.

- b. The COR will protect, defend, indemnify, and hold harmless the TCSO, its officers, employees, or agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the COR, its officers, employees, or agents.

**11. DRUG FREE WORKPLACE.** The TCSO and the TCSO employees or agents shall perform all duties pursuant to the agreement in compliance with the intent of the Rainier School District drug-free workplace policy.

## **12. CRIMINAL ACTIVITY**

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

## **13. TERMINATION**

- a. This agreement may be terminated by either party, with or without reason, upon 30-days' 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 its posting in the United States mail, in the absence of proof of actual delivery to the receipt by mail or other means at an earlier date and/or time.
- b. In the event of termination by the COR, the TCSO shall be entitled to an equitable pro ration of the total compensation provide for herein for uncompensated services, which have been performed as of the date of termination of this agreement.

**14. VERBAL AGREEMENTS.** This written agreement constitutes the mutual agreement of the TCSO and the COR 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 the parties hereto, shall be binding.

## **15. 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 Thurston County, Washington.
- b. The TCSO shall comply, where applicable, with the Contract Work Hours and Safety Standard Act and collective bargaining agreements, and any other applicable federal and state statutes, rules, and regulations.

**16. NON-DISCRIMINATION.** The TCSO assures the COR that its agency/labor union will comply with all state and federal guidelines and/or 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, marital 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. 101-336; and Title IX / Chapter 28A.640 RCW of the Education Amendments of 1972, as amended.

## **17. ETHICAL CONDUCT**

- a. Neither the TCSO nor any employee or agent of the TCSO shall participate in the performance of any duty pursuant to this agreement in which duty such person has participated as an employee of the COR. The TCSO shall ensure there are no violations of Chapter 42.23 RCW, Code of Ethics for Municipal Officers – Contract Interests.
- b. Neither the TCSO nor any employee or agent of the TCSO shall participate in the performance of any duty or service in whole or in part under this agreement that is in violation of the 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.

## **18. RCW 39.34 REQUIRED CLAUSES**

- a. Purpose – see section 1.
- b. Duration – see section 3.
- 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 sections 4, 6, and 7.
- e. Agreement to be filed – The TCSO shall file this agreement with the Thurston County Auditor and the Board of County Commissioners for Thurston County.
- f. Financing – see section 7.

IN WITNESS WHEREOF, The Thurston County Sheriff's Office (TCSO) and the City of Rainier (COR) have executed this agreement consisting of six (6) pages.

**THURSTON COUNTY BOARD OF COUNTY COMMISSIONERS**


  
Commissioner Sandra Romero, Chair

  
Commissioner Cathy Wolfe, Vice Chair

  
Commissioner Bud Blake

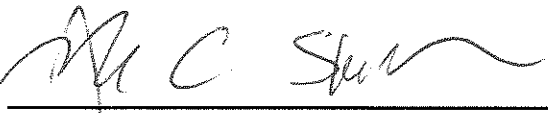
\_\_\_\_\_  
Date

**CITY OF RAINIER**

Kristin Guizzetti  
  
By (Name & Title) Mayor Pro TEM

9/13/16  
\_\_\_\_\_  
Date

**PROSECUTING ATTORNEY'S OFFICE**

  
John Skinder, Deputy Prosecuting Attorney, Senior

8-26-16  
\_\_\_\_\_  
Date