

INTERLOCAL AGREEMENT BETWEEN
CITY OF MUKILTEO AND
MUKILTEO SCHOOL DISTRICT
RELATING TO
SCHOOL RESOURCE OFFICER SERVICES

This Interlocal Agreement between the City of Mukilteo (hereinafter "the City"), and the Mukilteo School District (hereinafter "the District") is entered into this _____ day of August, 2016.

RECITALS

WHEREAS the City and the District agree that it is in their mutual interests to assign a full-time School Resource Officer to the Kamiak High School campus;

WHEREAS the City is willing to assign one (1) full-time police officer to the Kamiak High School campus in order to provide School Resource Officer Services to the District; and

WHEREAS the District is willing to reimburse the City seventy-five percent (75%) of the cost of providing a police officer to provide School Resource Officer Services;

WHEREAS, the City is willing to support twenty-five percent (25%) of the cost of providing a police officer to provide School Resource Officer Services;

NOW THEREFORE, the parties mutually agree as follows:

AGREEMENT

1.0 SCOPE OF SCHOOL RESOURCE OFFICER SERVICES

1.1 The City will assign one (1) full-time, fully commissioned City police officer to act as a School Resource Officer (hereinafter "SRO") for the District during the Term of this Agreement. The City Police Chief (or his/her designee) will select the SRO after considering input from the District.

1.2 The SRO will assist with the enforcement, investigation and prevention of criminal activity primarily at the Kamiak High School, and will respond to calls for service at other District campuses located within the City as needed and available. The SRO will patrol assigned District campus and facilities during school hours and during District-sponsored events as needed, to deter and help address issues that affect the safety and wellbeing of students, staff, and other community members. The SRO will also serve as a positive resource for students, parents and staff and will be available to teach/assist with selected curricula as appropriate. The SRO will participate as a guest speaker on law enforcement or public safety topics, as needed and agreed upon by the District and the City, in each of the District's elementary,

middle and high schools within City limits.

1.3 The parties agree that the City will maintain operational control over the SRO at all times and may call the SRO away from assigned duties in case of emergencies and legal summons/subpoena. The City will not schedule mandatory training for the SRO or allow scheduled vacations while school is in session. The parties agree that during periods when school is not in session, the City may assign the SRO to other law enforcement related duties within the City. The parties agree that this Agreement assumes a traditional 180-day school year and that any significant change in the District's scheduling that results in a school year exceeding 180-days may require a renegotiation of the terms of this Agreement.

1.4 All salary, wages and/or other employee compensation for City employees rendering services under this Agreement shall be the responsibility of the City, unless otherwise noted in this Agreement.

1.5 The City agrees to provide all law enforcement related training and equipment necessary to support the SRO consistent with that provided to regular patrol officers in the City.

2.0 PURPOSE

By entering into this Agreement the parties intend for the City to provide a full-time police officer to be assigned to Kamiak High School 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. The 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 this Agreement does not alter that responsibility.

3.0 COMPENSATION

The parties agree that the scope of this Agreement assumes a traditional one hundred eighty (180) day school year. In the event there is a change in the District's scheduling that results in a school year exceeding one hundred eighty (180) days, either party may seek to a renegotiate of the terms of this Agreement by providing thirty (30) days written notice to the other party of its intent to seek renegotiation of the rates set forth below.

The District agrees to pay the following amounts to the City for the services provided pursuant to this Agreement.

3.1 For SRO services rendered during the school year 2016-2017, the District agrees to pay the sum of Ninety-One Thousand Two Hundred Thirty Dollars (\$91,230).

3.2 For SRO services rendered during the school year 2017-2018, the District agrees to pay the sum of Ninety-Three Thousand Nine Hundred Sixty-Six Dollars and

Ninety Cents (\$93,966.90).

3.3 For SRO services rendered during the school year 2018-2019, the District agrees to pay the sum of Ninety-Six Thousand Seven Hundred Eighty-Five Dollars and Ninety-One Cents (\$96,785.91).

3.4 For SRO services rendered during the school year 2019-2020, the District agrees to pay the sum of One Hundred Two Thousand Six Hundred Eighty Dollars and Seventeen Cents (\$102,680.17).

3.5 The District agrees to compensate the City for services rendered under this Agreement outside of the normal 40-hour workweek. The services may include security for athletic events, dances, field trips, or other similar activities. The District shall have the option of using the SRO and/or other fully commissioned City officers for services rendered outside of the 40-hour work week. The District shall compensate the City at the City's established overtime cost. The City will include an itemized list of additional services in the next invoice to the District.

3.6 The City and the District agree to cooperatively seek available grant funding to help offset the costs associated with the SRO position.

3.7 The City agrees that if the SRO is absent from the District for any reason other than SRO related training, the District shall not be charged for the corresponding time absent. The compensation charges to the District shall be reduced by 1/180th of the corresponding amount in paragraphs 3.1, 3.2, or 3.3 above for each day the SRO is absent from the District. Such adjustments shall be reflected on the City's invoices to the District.

3.8 The parties agree that their respective fiscal staffs shall work out an agreeable invoicing schedule. The District shall pay the City within thirty (30) days of receiving a proper invoice.

4.0 TERM

This Agreement shall govern performance of SRO services beginning September 1, 2016, and ending August 31, 2020, encompassing the 2016-17, 2017-18, 2018-19, and 2019-20 school years. The parties agree, however, that the obligations of the parties are each contingent upon sufficient legislative appropriation being made by each party to support this Agreement during each party's current and subsequent fiscal years.

The City acknowledges that a significant portion of the District's operating funds come from District levies; that such levies require voter approval; and that a failure or failures of such levies could require the District to review its ability to maintain this or other programs.

5.0 INSURANCE AND INDEMNIFICATION

Each party to this Agreement shall indemnify, defend and hold the other party and

its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: any accidents, damages or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party.

In executing this Agreement, the City does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of any District policies, procedures, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such District policy, procedure, rule or regulation is at issue, the District shall defend the same at its sole expense and if judgment is entered or damages awarded against the District, the City or both, the District shall satisfy the same, including chargeable costs and attorney's fees.

In executing this Agreement, the District does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of any City policies, procedures, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City policy, procedure, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages awarded against the District, the City or both, the City shall satisfy the same, including chargeable costs and attorney's fees.

The provisions of this Section 5.0 shall survive the expiration or earlier termination of this Agreement.

Evidence of insurance coverage will promptly be provided upon request by either party.

6.0 TERMINATION

Either party may terminate this Agreement for any reason by providing written notice to the other party ~~n i n e t y~~ (90) days prior to the effective date of termination, in which case the District shall compensate the City on a pro-rata basis for costs of services provided during the period the Agreement remains in effect.

7.0 DISPUTES

Any factual dispute between the City and the District that relates to this Agreement shall be referred for resolution to the City Police 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 the Snohomish County Dispute Resolution Center. 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.

8.0 RECORDS

The City shall maintain adequate records to support billings for services set forth in this Agreement. Said records shall be maintained for a period of six (6) years after completion or termination of this Agreement. The District or its authorized representatives shall have access, during normal working hours, to any City books, documents, papers, or records which directly relate to this Agreement.

9.0 LEGAL REQUIREMENTS

Both parties shall comply with all applicable federal, state and local laws in performing this contract.

10.0 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 Snohomish County, Washington.

11.0 PREVAILING PARTY ATTORNEY'S FEES

In any legal action brought to enforce any of the terms and conditions of this Agreement, the prevailing party in said legal action shall be entitled to reasonable attorney's fees and costs incurred.

12.0 NOTICE

Any notice to be given to the City under this Agreement shall be either mailed or personally delivered to:

Mayor
City of Mukilteo
11930 Cyrus Way
Mukilteo, WA 98275

Any notice to the District shall be mailed or hand delivered to:

Superintendent
Mukilteo School District #6
9401 Sharon Drive
Everett, Washington 98204-2699

14.0 ENTIRE AGREEMENT


This document comprises the entire agreement between parties and supersedes any previous agreement related to this purpose and any provision not contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

In witness whereof, the parties have executed this Agreement.

MUKILTEO SCHOOL DISTRICT



Superintendent



Date

CITY OF MUKILTEO



Mayor



Date