

To be posted on
City of Vancouver Web page

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF VANCOUVER AND THE VANCOUVER
SCHOOL DISTRICT NO. 37

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 Vancouver School District No. 37 ("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. It is the goal of the District to provide a safe and secure environment for all students, staff and District patrons. School Resource Officers help to provide security on district premises.

2. MUTUAL UNDERSTANDING:

- 2.1 The mission of the SRO program is to improve safety.
- 2.2 The SRO will be integrated into the school community as much as possible.
- 2.3 The SRO will meet with school administration, teachers, parents and student representatives to discuss issues of school safety and safety plans, as needed and determined by the school principal.
- 2.4 Absent a real and immediate threat or a situation where formal law enforcement is deemed appropriate, building-level administration will have the final authority in the building.
- 2.5 Students' rights will be respected within the limits of state law and District policies and regulations.

3. TERM OF AGREEMENT, TERMINATION AND RENEWAL:

- 3.1 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 three (3) years, through the 2016-2017 school year.
- 3.2 Either party to this Agreement may terminate participation upon written notice provided to the other party by no later than one hundred and twenty (120) days prior to the start of the next school year. Such notice shall be provided as set forth in Article 11 of this Agreement.
- 3.3 This Agreement may be renewed for another three (3) year period at the end of the 2016-2017 school year by mutual written agreement of the parties. The City Manager is authorized to approve and execute such extension without further authorization of the City Council.

4. JOINT ADMINISTRATION:

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

5. PERSONNEL AND SUPERVISION:

- 5.1 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.
- 5.2 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.
- 5.3 The SRO's assigned work, performance and equipment shall be determined and controlled in the sole discretion of VPD.

6. FINANCIAL ADMINISTRATION:

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

7. COMPENSATION:

- 7.1 Compensation: The District and the City agree that the City should be compensated based upon a reasonable estimate of the actual salary, benefit and equipment expenses associated with employing a top-step Vancouver Police Officer for the District's school year. The District agrees to pay the City the amount set forth in Exhibit A to this Agreement (hereby incorporated by reference as if set forth fully herein) designated as "Current billing to school district per officer." This sum shall be divided into ten (10) equal installments, with the first payment being due September 1 of each year of this Agreement. Each payment shall be by invoice from VPD to the District.
- 7.2 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. VPD will provide services for all home football games, five (5) home basketball games for the male team, five (5) home basketball games for the female team, and four (4) dances for each school as part of the annual contract amount. The District agrees to reimburse VPD for any other extra-duty assignments at one and one-half times the amount of a Top-Step Officer's regular wages and benefits.
- 7.3 Rate Adjustment: The rate set forth for in Article 7.1 above shall be adjusted for each successive year to reflect an update of the City's calculation of the actual salary, benefit and equipment expenses associated with the City employing a top-step Vancouver Police Officer. The adjusted rate shall be effective with the payment due the following September 1 (e.g., the rate for the 2015-16 school year shall be adjusted based on the City's expense data collected pertaining to the 2014 calendar year).

8. RESPONSIBILITIES OF BOTH PARTIES:

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

9. RESPONSIBILITIES OF THE DISTRICT:

- 9.1 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.
- 9.2 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). Disclosure of student education record information shall be in conformance with the Family Educational Rights and Privacy Act (FERPA).
- 9.3 Meet with the SRO on a regular basis in order to share information, as permitted by the Family Educational Rights and Privacy Act, follow up and provide assistance.

10. RESPONSIBILITIES OF VPD:

- 10.1 Assign one School Resource Officer to Fort Vancouver High School and one School Resource Officer to Hudson's Bay High School from the rank and file of VPD.
- 10.2 The SRO will report to his/her 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.
- 10.3 The SRO will work closely with school administrators and school security monitors in dealing with current and potential problems.
- 10.4 Although the SRO will be assigned to a specific school(s), he/she will be available to assist at other District buildings.
- 10.5 The SRO's may be temporarily assigned to other duties by VPD as needed to respond to critical incidents or emergencies.
- 10.6 The SRO will work in collaboration with school officials in developing a positive relationship with the community, students/parents, and school officials.
- 10.7 Pay for SRO's to attend the National Association of School Resource Officer (NASRO) training within the first year of employment in the school setting and allow SRO's to attend training with the District Resource Officers in August of each school year and as provided through the school year.

11. 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.

12. 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).

13. CONFLICT OF INTEREST:

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

14. 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 agreements 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.

15. 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.

16. APPLICABLE LAW:

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

17. 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 condition, or application; to this end, the terms and conditions of this Agreement are declared severable.

18. 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.

19. NONDISCRIMINATION COMPLIANCE:

The District and VPD are equal opportunity employers. By entering into this Agreement, the VPD and the District agree to comply with all laws and regulations pertaining to nondiscrimination. No person shall, on the grounds of race, creed, religion, color, national origin, sex, sexual orientation, age, marital status, national origin, disability, or any other class protected by federal, state or local employment discrimination laws, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this Agreement.

20. 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.

21. 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 by any third-party beneficiary to this Agreement.

22. NOTICE:

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

- To the City: Police Chief
 Vancouver Police Department
 PO Box 1995
 Vancouver, WA 98668-1995

- To the District Dr. Steven T. Webb, Superintendent
 Vancouver Public Schools
 PO Box 8937
 Vancouver, WA 98668-8937

The names 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.

23. DOCUMENT FILING:

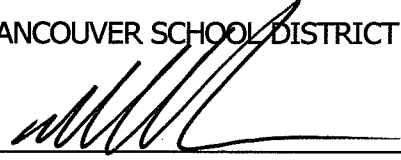
The City and the District agree that there shall be three (3) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the parties. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be 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 the parties.

AGREEMENT TO BE DATED THIS 23 day of March, 2015

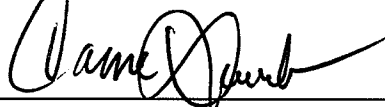
CITY OF VANCOUVER, WASHINGTON


VANCOUVER SCHOOL DISTRICT NO. 37


Eric Holmes, City Manager

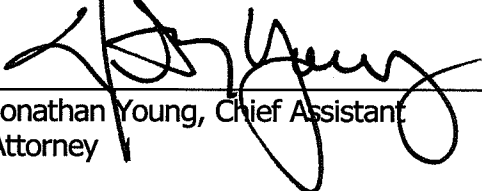

Mark Stoker, Board President

ATTEST:


R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk


Dr. Steven T. Webb, Superintendent

Approved as to form:


Jonathan Young, Chief Assistant
Attorney

Approved as to form:

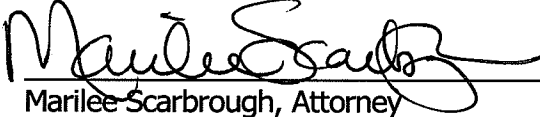

Marilee Scarbrough, Attorney
for the District

EXHIBIT A

VANCOUVER POLICE DEPARTMENT SCHOOL RESOURCE OFFICER COSTS

(Based on 2014 costs)

	Annual Cost to School District
Salary/Benefits @ 185 days (8 hrs per day)*	\$ 75,672.40
Training (Annual NASRO Conference)	\$ 2,050.00
Vehicle Costs**	\$ 5,536.00
Overtime (232.7 hours average)	\$ 17,844.38
Administrative Costs***	\$ 4,788.46
GRAND TOTAL	\$ 105,891.24

* The total annual compensation (including benefits) for 2014 for a top-step officer is \$106,335.24. A school year typically consists of 180 days. We also send the SRO to 5 days of training at the NASRO conference.

**Vehicle operating costs includes:

Average operating cost per mile	\$ 0.76
Average cost of aircard per mile for MDC	\$ 0.07
Average cost of mobile radio per mile	\$ 0.05
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	\$ 0.88
Average miles per school year	x 6291
Total Vehicle Costs	\$ 5,536.00

**Administrative costs includes:

Sergeant's salary/benefits (23% of the sergeant's time), divided by five SROs	\$ 4,305.78
Billing/Admin costs	\$ 482.68
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Total Admin Costs	\$ 4,788.46