

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE  
CITY OF DUVALL AND THE RIVERVIEW SCHOOL DISTRICT

In consideration of the mutual covenants and promises set forth in this Agreement, the City of Duvall (hereafter referred to as “Duvall”), a municipal corporation of the State of Washington, and the Riverview School District (hereafter referred to as “RSD”) of the State of Washington, County of King, do hereby agree as follows:

1. Purpose:

The purpose of this Agreement is to staff a City of Duvall police officer at Cedarcrest High School to serve as a full-time School Resource Office.

2. History:

Recognizing the added value for having a sworn law enforcement officer at Cedarcrest High School, the City of Duvall with support from its Mayor and City Council, adopted a resolution (NO. 16-13) to place a levy on the November 8, 2016 ballot, asking the voters to levy property taxes to provide full-time School Resource Officer Services for Cedarcrest High School. The levy was ratified by a voter majority in 2016, for a period of (9) nine years, beginning in 2017 and ending in 2025.

3. Effective Partnership

Through this agreement, the RSD and Duvall will work cooperatively and proactively to address school security issues and to provide students, staff, and patrons with quality law enforcement services and the safest learning environment possible.

The SRO shall:

- a) serve as a resource to the schools and not as a disciplinarian unless the principal believes that an incident is a violation of law.
- b) inform the principal or designee prior to the implementation of law enforcement action, as appropriate.

The SRO, along with building administrators and school staff:

- a) will work collaboratively given the parallel nature of discipline and law enforcement sanctions.
- b) shall adhere to those legal requirements, policies and procedures established by the Duvall Police Department and the RSD should it become necessary to conduct formal police interviews or investigations of students.
- c) shall attend or complete on-line or in-service training sessions as required by the RSD as they apply to, but not limited to; harassment, bullying, and intimidation.
- d) will participate in an annual evaluation of program services, by meeting with RSD administrators each year, prior to the start of the school year.

4. Evaluation of SRO Performance

The SRO will be evaluated as per the Duvall Police Department Policies. The SRO's supervisor will contact RSD administration for performance and program feedback.

5. THE RIVERVIEW SCHOOL DISTRICT AGREES TO:

Promptly notify the SRO or the Duvall Police Department when infractions of school rules and/or criminal law related to but not limited to; physical intimidation, violence, and possession of weapons on school district property or at school-related activities are brought to the attention of a school administrator. A written statement will be completed and submitted to the SRO or the Duvall Police Department, in a timely manner.

Give full cooperation and access to school district property, or school functions, to police officials responding to a request for the investigation or reported acts of violence, physical intimidation, or possession of weapons on school district property, or at school functions, within the City limits of Duvall.

Permit access to school district property for a law enforcement response to a civil disorder, riot, or for the arrest of students, staff, or patrons when probable cause for an arrest exists.

Provide the following materials and facilities which are necessary to the performance of the SRO's duties:

- a) A desk with drawers, a chair, and office supplies as needed.
- b) A location for files and records which can be properly locked and secured.
- c) Office space that is properly heated and lighted, containing a telephone line and internet access to be used for general business purposes.

6. REGULAR DUTY HOURS AND SUPERVISION OF THE SCHOOL RESOURCE OFFICER:

It is the RSD's desire that the SRO be available for regular school duty on a full-time basis of eight (8) hours on those days and during those hours that school is in session. These hours may be modified as needed, upon mutual agreement. The Duvall Police Department agrees to send the SRO's work schedule to administrators at Cedarcrest High School, 30 days in advance.

The Chief of Police, or designee, shall oversee the SRO, perform scheduled and unscheduled visits to Cedarcrest High School, and work with the RSD in coordinating and developing the SRO program.

The Principle of Cedarcrest High School, or designee, while having no direct authority over the SRO, may request that the SRO assist in additional duties that are mutually agreed upon by the Superintendent, or designee, and the Chief of Police, or designee, as long as they do not violate the terms of this agreement. During those hours that school is in regular session, the SRO may also be assigned related duties on or off campus, as determined by the Chief of Police, with as much advanced notice as possible.

To facilitate the exposure and value of the SRO position, and in keeping with the SRO's Collective Bargaining Agreement, and to provide opportunities for training, the Chief of Police, or designee, as needed, will make every effort to replace planned SRO absences for training, vacation, or other long-term duty assignments or events. The SRO shall notify the principal at Cedarcrest High School, or designee, in writing, regarding the hours or days that the SRO will be absent.

The SRO will notify Cedarcrest High School administrators and office staff when on leave or unavailable to respond to calls at the school.

With the exception of "hot pursuit," the SRO and other law enforcement officers will check in at the building's main office.

7. INSTRUCTIONAL RESPONSIBILITIES OF THE SCHOOL RESOURCE OFFICER:

The SRO shall:

- a) act as an instructor or guest speaker for specialized, short-term programs or classes when invited to do so by the principal or designee.

- b) coordinate programs and presentations with the principal or designee and staff members concerned and will seek permission, advice, and guidance before enacting any programs within the school.
- c) develop expertise in presenting various subjects to students, including, but not limited to; a basic understanding of the Revised Code of Washington and the role of law enforcement in society.
- d) make available to the school faculty and students, a variety of law enforcement related presentations and may solicit other subject matter experts to deliver programs of interest, upon request.
- e) encourage individual and small group discussions with students, based upon materials presented in class, to further establish rapport with students.

(The Chief of Police, or designee, shall approve these activities and programs)

8. ADDITIONAL RESPONSIBILITIES OF THE SCHOOL RESOURCE OFFICER:

The SRO shall:

- a) take appropriate law enforcement action, at the principal's request, against intruders and unwanted guests who may appear at the school and at related school functions, to the extent that the SRO may do so under authority of law.
- b) attend parent/faculty meetings, as requested, to solicit support and understanding of the program, as well as to assist parents and faculty members in law enforcement related problems involving students.
- c) be available for student, parent and faculty member conferences, as requested, in order to assist with the identification and resolution of problems of law enforcement or crime related nature.
- d) attend RSD Threat Assessment and/or Emergency Preparedness meetings, as requested, to review, participate and develop student safety support plans.
- e) become familiar with a variety of community agencies that offer assistance to children, youths and their families (e.g., mental health clinics, drug treatment centers, etc.) and shall make referrals when appropriate.
- f) assist the school principal and/or building or RSD's Emergency Management Team in developing emergency plans and strategies to prevent and/or minimize dangerous situations.
- g) provide assistance to other law enforcement officers and agencies in matters related to the SRO's assigned duties.
- h) participate in or attend school related functions whenever possible, and as approved by the Chief of Police or designee, including appropriate staff training as mutually agreed upon by the Superintendent or designee, and the Chief or Police or designee.

The SRO is not to be used as a crossing guard, bus monitor/duty, hall monitor or for continuing vehicle traffic control. If there is a temporary problem or emergency, however, the SRO may assist the school until the problem or emergency is resolved.

The SRO will return to full law enforcement duties, at the Duvall Police Department, during all school breaks, including but not limited to; Holidays, Mid-Winter Break, Christmas and New Year's break(s), Spring Break, and the extended Summer Break when school is not in session.

The superintendent, the Chief of Police, their Agents, and Employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved collaboratively between the Superintendent and Chief of Police, or their designees.

9. FINANCIAL:

As established through voter ratification of the property tax levy in November of 2016, the City of Duvall bears sole financial responsibility for the full-time SRO at Cedarcrest High School. The projected amounts levied for the SRO position, are as follows:

2020: \$128,902.00                      2021: \$132,270.00                      2022: \$136,052.00

Should additional items of equipment become necessary, outside the original scope of this agreement, and as required to continue and/or provide increased safety and efficiency of the SRO program, including the safety of students, staff, and patrons of the RSD, or specialized trainings that are required for the SRO to provide instruction/presentations to students, in the classroom, as well as extended/enhanced trainings pertaining to school security/safety, the costs shall be discussed between the Superintendent and the Chief of Police, and with their budgeting authorities, as needed, to determine how the costs shall be beared.

10. DISMISSAL:

To dismiss an SRO from the duties described in this agreement, the Superintendent, or designee, shall communicate in writing, to the City, a request to change the SRO. The RSD will outline reasons for the requested change. Absent an agreement by the parties to resolve a change in the SRO, the SRO shall be replaced as soon as practicable, based on the training needs and availability of a replacement.

11. Indemnification:

Each party to the Agreement agrees to defend, indemnify and hold harmless the other party and its officers, employees, agents and elected officials from and against any claim, damage, liability, judgment, cost, penalty, and attorney's fees on account of death or injury of any person and or on account of any property damage of any kind arising from or in any manner connected with the performance of this agreement provided by Duvall to the extent of each party's own negligence.

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

In the event of a claim, loss or liability based upon the alleged concurrent or joint negligence or tortious wrongdoing of the parties, the parties shall bear their respective liability, including cost, in accordance with an assignment of their respective liability established in accordance with the laws of the State of Washington.

12. General Provisions:

- a. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements oral or otherwise that have not been fully set forth in the text of this agreement.
- b. The parties agree that this Agreement cannot be amended or modified without the written concurrence of both parties.
- c. If any provision or a portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the City of Duvall shall have the right, at its option, to declare the Agreement void and enter into negotiations with the Riverview School District for execution of a new Agreement.
- d. It is not intended that a separate legal entity be established to conduct this cooperative undertaking. The Riverview School District shall act as the administrator of this agreement.

- e. No special budget or funds are anticipated, nor shall any be created. The parties are each responsible for their own finances in connection with this Agreement, and nothing in this Agreement shall be deemed or construed otherwise.
- f. The parties do not intend to acquire, hold, or dispose of any real or personal property pursuant to this Agreement.

12. Notice:

Any notices required to be given by the City of Duvall, to the Riverview School District or the Riverview School District to the City of Duvall shall be delivered to the following parties at the following addresses:

City Clerk  
City of Duvall  
15535 Main Street NE  
P.O. Box 1300  
Duvall, WA 98019

Superintendent  
Riverview School District  
15510 1<sup>ST</sup> Avenue NE  
P.O. Box 519  
Duvall, WA 98019

Any notices may be either delivered personally to the address of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the mailing.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

City of Duvall

  
\_\_\_\_\_  
Mayor Amy Ockerlander

Riverview School District

  
\_\_\_\_\_  
Superintendent Anthony Smith

Attest/Authenticated:

  
\_\_\_\_\_  
Jodi Wycoff, City Clerk

Attest/Authenticated:

  
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