

2018 SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is entered into this 17 day of ~~February~~^{July}, 2018, by and between the **CITY OF WEST RICHLAND**, a Washington municipal corporation (“City”) and the **RICHLAND SCHOOL DISTRICT**, a political subdivision of the State of Washington (“District”). City and District are referred to collectively herein as the “Parties.”

W-I-T-N-E-S-S-E-T-H

WHEREAS, Richland School District and the City of West Richland, through the West Richland Police Department (WRPD), desire to provide law enforcement and related services to the public schools in the City of West Richland as hereafter described; and

WHEREAS, both the City and the District benefit from inclusion of School Resource Officers (SROs) in Richland public schools located in the City of West Richland.

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the Parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to identify the terms and conditions under which the City will make West Richland Police Officers available to serve as School Resource Officers for the Richland School District.
2. Number of Officers; School Assignment. WRPD shall assign one (1) regularly employed Officer to serve as SRO initially at Enterprise Middle School but will be available to respond to requests for service at any other Richland School District School located in the City of West Richland.
3. The District agrees that:
 - a. The officer will be provided access to a private office with proper lighting and equipped with: a telephone, computer, secured filing cabinet(s), desk, chair, and office supplies, all of which shall be current (i.e., no obsolete technology/defective furniture).
 - b. SROs shall be authorized to inspect and copy any non-exempt public records maintained by the District; provided, however, that SROs are not authorized to inspect and/or copy confidential student education records except in emergency situations, or as otherwise allowed by law.
 - c. In addition to being stationed at Enterprise Middle School SROs assigned to the District will provide services to the other middle and elementary schools upon District request which are located within the City of West Richland municipal boundaries. SROs will

work with District personnel to maintain a safe campus environment by serving as law enforcement problem-solving resource persons, and providing the appropriate response regarding on-campus or school-related criminal activity.

- d. Each SRO's District schedule will be mutually agreed upon in consultation with the principal of the school. So long as this Agreement is in effect, assigned SROs shall be available to the District starting five (5) days prior to the first day of each school year.
4. Selection. The WRPD Chief of Police or designee shall select the Officer(s) to serve as SROs pursuant to the procedure established by the Department in the Policy and Procedure Manual as now exists or hereafter amended. The City represents that it will select Officer(s) chosen to serve as SROs who: 1) have the ability to deal effectively with students; 2) present a positive image and symbol of WRPD and law enforcement in general; 3) have the ability to provide good quality educational services and/or resources in the area of law enforcement; 4) possess excellent oral and written communication skills; and 5) possess the desire and ability to work cooperatively with District staff, including the building Principal and his/her administrative staff.
 5. Removal. As the employer, the City shall be responsible for hiring, training, discipline, transfer, and dismissal of the SROs.
 - a. District-Requested Replacement: In the event the District desires to transfer an SRO from his/her position at an assigned school, the Principal will recommend to the Superintendent or designee that the SRO be removed from the Program at his/her school, stating the reasons for the recommendation in writing. Within a reasonable period after receiving the recommendation to remove an SRO, the Superintendent or designee will meet with the Chief of Police or designee to mediate or resolve any problem that may exist between the SRO and staff at his/her assigned school. The SRO and/or staff from the impacted school may be present at the meeting upon mutual agreement of the Chief of Police and the Superintendent. If the matter cannot be resolved through reasonably held mediation efforts, then the SRO will be removed from the Program at the school and a replacement will be provided by the West Richland Police Department.
 - b. WRPD-Directed Replacement: WRPD may elect to reassign an SRO to other duties within the Department for many reasons, to include promotion, career development opportunities for other personnel, discipline, etc. WRPD retains the right to unilaterally reassign an SRO for any reason. Upon doing so, WRPD shall provide the District adequate notice to effectively manage the change. The WRPD will not be required to replace the SRO with another officer until the District begins sharing the costs of paying for the officers wages per section 6(a) and (c).

6. Consideration. The City shall pay the SROs' wages and benefits per the current Collective Bargaining Agreement (CBA) and provide appropriate police vehicles. The wages of the SROs will be that of a Senior First Class Officer.
 - a. The City will bear the full cost of the wages and costs of the SRO until a High School is built and operational within the city boundaries of West Richland. After that point the District shall enter into an agreed upon cost sharing formula to be negotiated with the City to pay for the SROs' wages and benefits for services rendered during regular school hours, minus the time the SRO is not present at school(s), such as spring, winter breaks and summer, as provided in this future agreement. The cost sharing and SRO selection process agreement will be negotiated beginning one year prior to the projected High School opening date.
 - b. Security efforts provided by SROs at school functions occurring after regular school hours shall be billed at the fully-burdened hourly rate (including overtime, if applicable) and paid 100% by the District. Flexing of SROs hours of work will occur when possible to avoid overtime expenditures.
 - c. The City will bear the full costs of the SRO until a High School is built and operational within the city boundaries of West Richland. After that point the District agrees to reimburse the City for 50% of the costs associated with training related to the SRO function. Such training includes Basic and Advanced SRO training provided by the National Association of School Resource Officers (or an equivalent training), as well as the annual Washington State SRO Conference.

Payment.

Pending future agreement detailed in Section 6 a.

- 7.
8. Term. This Agreement shall be effective upon the date of execution by the last signing Party, and shall remain in effect for 5 years, with the termination date automatically adapting to correspond with any additional days added to the school calendar due to weather or other factors that affect attendance. On days when schools are not in session, the SROs shall report to WRPD for assignments as determined by their police supervisor. This Agreement may be extended on a school year-by-school year basis upon written agreement of both Parties. The Mayor or designee is authorized to administratively execute any such extension(s) of this Agreement.
9. Termination. This Agreement may be terminated without cause by either Party upon thirty (30) days' prior written notice. Notice shall be given as provided herein.
10. Relationship of Parties. The City is an independent contractor for purposes of this Agreement. The Officers assigned to the District to serve as SROs are employees of the

City, and are subject to the City's control and supervision; provided, however, that SROs shall abide by the workplace policies of the District that are uniquely school-related and necessary for SRO integration into the school setting.

- a. The assigned Officers are subject to current procedures in effect for West Richland Police Officers, including attendance at all mandatory training and testing to maintain his/her status as a Washington State Certified Law Enforcement Officer.
 - b. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
 - c. The Parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee, and that no rights under City civil service, retirement, or personnel rules accrue to such person.
 - d. As employees of the City of West Richland, SROs shall follow the chain-of-command as set forth in the City of West Richland Policies and Procedures manual. In the performance of their duties, SROs shall coordinate and communicate with the building principal or designee to which they are assigned.
11. Officer Responsibilities. Provided that nothing herein is intended to create or constitute a relationship or duty for the assigned Police Officers or the City beyond the general duties that exist for law enforcement within the state, Officers assigned to the District as SROs shall:
- a. Act as a communication liaison with law enforcement agencies and cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus.
 - b. Provide informational in-services and be a general resource for the District on issues related to alcohol and other drugs, violence prevention, gangs, safety and security.
 - c. Gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify individuals who may be a disruptive influence on the school and/or students.
 - d. When a crime occurs, SROs will take the appropriate steps consistent with WRPD policies. SROs will also provide information to the District on any investigations as allowed by state law.

- e. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
 - f. When warranted under the circumstances, and within the specific knowledge and expertise of the Officer, advise the principal or designee on appropriate legal action, to include removing a student from the campus, subject to the Officer's duties under the law.
 - g. The SRO shall not act as a school disciplinarian, nor make recommendations regarding school discipline. SROs are not to serve as lunchroom duties, regular hall monitors, bus duties, or general monitors of student conduct. If unusual/temporary problems in one of these areas arises, the SRO may assist District employees until the problem is solved.
 - h. SROs are required to wear a department-approved uniform while performing their duties for the District.
 - i. Investigations involving District staff will not be handled by SROs unless of an immediate nature.
 - j. SROs shall be responsible for discreetly transporting their duty rifle in and out of the building by concealing it in an appropriate duty bag or backpack. If a duty bag or backpack is not available, the weapon shall be moved in or out of the building only during non-school hours. Nothing in this paragraph applies to emergency situations in which the rifle needs to be deployed. The City shall provide a gun safe to be located in the immediate area of the SROs office for storage of the rifle during the time that the rifle is on school grounds.
12. Time and Place of Performance. The City will endeavor to have police officers available for duty at their assigned school each day that school is in session during the regular school year. The City is not required to furnish substitute officers on days when regular SROs are absent due to illness or police department requirements, to include but not limited to: mandatory training, court appearances, and departmental meetings. The Officer's SRO activities will be restricted to their assigned school grounds except for:
- a. Follow up home visits when needed because of school-related student problems as determined at the SRO's discretion.
 - b. School-related off-campus activities when officer participation is requested by the principal and approved by WRPD.

- c. In response to off-campus school-related unlawful activity when deemed necessary by the SRO or their supervisor for the safety and protection of students and the public and when the regular Patrol Officer is not available.
 - d. In response to emergency police activities as determined by WRPD. WRPD reserves the right to reassign an SRO during the period of a law enforcement emergency as determined by the Chief of Police or designee.
13. Indemnification. The City and the District promise to defend, indemnify and hold harmless each other from any loss, claim or liability arising from or out of the negligent actions or inactions of its own employees, officers and officials. Such liability shall be apportioned among the Parties or other at-fault persons or entities in accordance with the laws of the State of Washington. Nothing herein shall be interpreted to:
- a. Waive any defense arising out of RCW Title 51.
 - b. Limit the ability of the City or the District to exercise any right, defense, or remedy which it may have with respect to third parties or the employee(s) whose action or inaction give rise to loss, claim or liability, including, but not limited to, an assertion that the employee(s) acted beyond the scope of employment.
 - c. Cover or require indemnification or payment of any judgment against any individual or entity for intentionally wrongful conduct outside the scope of employment of any individual, or for judgment for punitive damages against any individual or entity. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.
14. Notice. All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed to the addresses provided below:

City of West Richland
 Attn: West Richland Chief of Police
 3805 Van Giesen St,
 West Richland, WA 99353

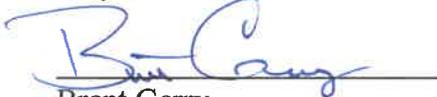
Richland School District
 Attn: Superintendent
 615 Snow Avenue
 Richland, WA 99352

- 15. Modification. This Agreement may be amended only in writing approved by the City and the District.
- 16. Governing Law/Forum Selection. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The Parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement.

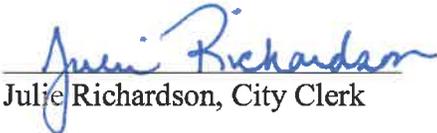
17. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
18. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and do not define, limit, extend or describe the scope of this Agreement.
19. Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
20. Complete Agreement. This Agreement represents and contains the entire understanding between the Parties. The Parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document, with the exception of any documents expressly referenced in this Agreement. Any prior agreements, whether verbal or written, not specifically referred to in this Agreement are hereby terminated.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

City of West Richland


 Brent Gerry
 Mayor

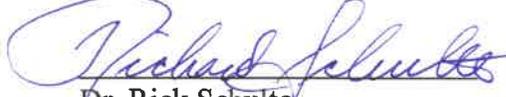
Attest:


 Julie Richardson, City Clerk

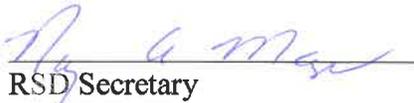
Approved as to Form:


 Bronson Brown, City Attorney

Richland School District


 Dr. Rick Schulte
 Superintendent

Attest:


 RSD Secretary

Approved as to Form:


 Galt Pettett, RSD Attorney