

**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF LINCOLN AND
THE DAVENPORT SCHOOL DISTRICT NO. 207
FOR SCHOOL RESOURCE OFFICER (YOUTH ENGAGEMENT SPECIALIST)**

This Agreement is made and entered into on this 5th day of September, 2023, between the County of Lincoln ("County"), through Lincoln County Sheriff's Office ("LCSO"), and the Davenport School District ("District"), both municipal corporations of the State of Washington, located in Lincoln County, Washington.

WHEREAS, the County, through LCSO, and the District have the power, authority, and duty to provide security services within their respective jurisdictions and facilities; and

WHEREAS, the District has expressed a desire to execute an agreement with the County for the services of one full-time commissioned LCSO Sheriff's Deputy, known as a School Resource Officer ("SRO") to be stationed at Davenport Schools located within the county's boundaries; and

WHEREAS, both parties desire to enter into an agreement for the purpose of utilizing the County's capabilities to provide the District with SRO services; and

WHEREAS, the District and the County believe that the services rendered by an SRO will enhance school security and benefit public safety; and

WHEREAS, the County, through LCSO, is willing to assign a sheriff's deputy to serve as an SRO as set forth herein, subject to the District's commitment to reimburse the County for a portion of the base salary and benefits for maintaining such position; and

WHEREAS, this Agreement is specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington.

NOW, THEREFORE, in consideration of the promises and agreements contained herein; it is agreed as follows:

1. PROVISION OF SERVICES

The County, through LCSO, shall provide the Davenport School District with one (1) commissioned sheriff's deputy to serve as SRO at Davenport School District. The County will supply the SRO with the basic equipment and a vehicle to fulfill the obligations of SRO as set forth in this Agreement. All equipment and assigned vehicle will at all times remain the property of the County. Services are more fully described in Exhibit "A" attached hereto and incorporated by this reference.

The County, through the Lincoln County Sheriff or designee, jointly with the superintendent or designee of the Davenport School District, will determine which LCSO Deputy will assume the roles and responsibilities of the SRO position. Candidates will be available for interviews, to be conducted by the District for the purpose of assessing the candidate's ability to effectively fulfill the responsibilities of the contract. If the District does not approve a candidate, the District may request reposting of the position by the County or may terminate this contract.

The SRO will remain an employee of Lincoln County. The delivery of services, the standards of performance, the discipline of deputies, the supervision of the SRO and any other County personnel, and other matters incidental to the performance of the services, shall be under the control of the County.

2. TERM/RENEWAL

The term of the Agreement shall commence on August 30, 2023 and run through June 13, 2026 running for a period of three (3) school years (see also section 14 Termination of Agreement). Both parties agree to review this Agreement annually per RCW 28A.320.1242(1)(a).

3. PAYMENT FOR SERVICES

The District will compensate the County \$65,000 as the annual base rate per school year with a cost of living adjustment (COLA) to this base rate each January based on the LCSO commissioned deputy collective bargaining agreement (CBA) currently established with a minimum annual COLA of 2% and maximum of 4.5%. Annual charges will be billed in nine monthly installments. The District shall remit payment to the County within thirty (30) days after the receipt of a monthly invoice. The finance directors for each party are authorized to modify this payment schedule and process by subsequent mutual agreement, provided such understandings or modifications shall be in writing.

The District shall not be responsible for any off-duty employment costs or overtime charges that the District does not request. Except as otherwise specified herein, the District shall not be liable for compensation for wages or indemnity to any County employee for injury or sickness arising out of his/her employment pursuant to this Agreement.

4. OBLIGATIONS AND CONTRACTED DAYS

During days when school is in session, the SRO will not be assigned by the County to duties other than those set forth herein, except for required LCSO or CJTC training or in response to emergency situations,

as determined by the sole discretion of the Lincoln County Sheriff or designee, that necessitate the response of additional police personnel.

The SRO will provide services as defined herein for 180 days per year, in alignment with the calendar for the school year. The SRO will be present on days where students are present, unless otherwise arranged with the District Superintendent or designee. Requested presence or coverage outside of the regularly scheduled school day or special events are not included in this Agreement, but may be available upon request by the District at an hourly overtime rate TBD by the current LCSO salary scale and agreed upon by both parties. The District may trade regular school hours for extra-curricular activities hours without additional costs subject to deputy availability and supervisor approval. For example, the deputy could be given time back on late-start days and/or half-days when students are not present on campus. In return, the deputy would be available to help at some evening events, or assist with some after-hours needs as agreed upon by the deputy, superintendent or designee, and Sheriff or designee.

The SRO will not be scheduled to serve the District on breaks, including summer, Christmas, and spring break, unless agreed upon between the District and County. The SRO will be available to work for the County in other capacities during these breaks or after school hours.

Good faith effort by the County will be made to fill any absences by the SRO due to sickness with another fully commissioned peace officer. If the County provides fewer than 172 days per school year of SRO coverage for the District, the contract amount will be prorated on the following basis: Contract amount divided by 172 days then multiplied by the number of actual days worked for the District. For example, if the SRO works 170 days for the District, the District's annual payment would be reduced to a base rate of \$64,244.19 ($65000/172*170$). For the purpose of this section, a day is defined as 8 hours worked (inclusive of travel) in a school calendar day. The County will make every effort when feasible to coordinate law enforcement training outside of the school calendar day.

4.1 Training. The Parties acknowledge and agree that the SRO is subject to certain training requirements, including but not limited to training required by Chapter 28A.320 RCW. The SRO must receive the training series required under RCW 28A.320.1242(1)(a)(iii). The District agrees to pay (or reimburse the County) for the cost of the training required through the education service district (ESD) to serve in the SRO capacity. The County agrees to have the SRO complete this required training series within the first six months of working on school property as required by Washington State Law. The County agrees to be solely responsible for the costs of other annual training required for the SRO to maintain Washington State Peace Officer Certification.

4.2 Student Behavior and Discipline. The PARTIES agree that the responsibility for, and administration of, all student discipline shall be the duty of Davenport School District. The SRO is prohibited from becoming involved in formal school discipline situations that are the responsibility of school administrators. The Parties recognize that a trained SRO knows when to informally interact with students to reinforce school rules and when to enforce the law.

5. INDEMNIFICATION

The Parties mutually agree to defend at its own expense, indemnify and hold harmless the other party, its hired, appointed and elected officers, officials, employees, agents, and volunteers from and against

any and all liabilities, judgments, liens, losses, costs, damages and expenses, including costs and attorney fees in defense thereof, because of actions, claims or lawsuits of any kind that allege injury or death to a person, or damage, injury, or destruction to property or the enjoyment of property caused or allegedly caused or occasioned in whole or in part by or arising out of the performance of carrying out of the terms of this Agreement and/or amendments to this Agreement, except to the extent that such injury or death to a person, or damage, injury, or destruction of property or the enjoyment of property is caused by the negligent or intentional tortious acts of the other party, and/or its hired, appointed and elected officers, officials, employees, agents and volunteers.

6. COMPLIANCE WITH LAWS

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, State of Washington, and the County of Lincoln. Should any such authority effectively prevent the performance of the obligations set forth herein or otherwise materially interfere with the achievement of the purpose of this Agreement, either party may terminate this Agreement upon 30 days written notice to the other.

7. MEDIATION

In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action and as a condition precedent to litigation, mediate the dispute using the services of a mutually agreed upon independent mediator. The site of the mediation shall be in Lincoln County. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

8. VENUE AND GOVERNING LAW

In the event of litigation arising out of the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington, County of Lincoln. This Agreement shall be governed by the laws of the State of Washington.

9. NOTICES

All notices, requests, approvals, consents, or other communication, which may be required by this Agreement, shall be given as follows:

COUNTY

Sheriff
County of Lincoln
PO BOX 367
DAVENPORT, WA 99122

DISTRICT

Superintendent
Davenport School District
801 7th Street
Davenport, WA 99122

10. MODIFICATION

Either party may request changes to this Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties and affixed to this Agreement.

11. SCOPE OF SERVICES

The scope of services for this contract are defined in Exhibit A, attached.

12. SRO EVALUATIONS AND COMPLAINTS

Evaluation of the SRO in capacity as a commissioned peace officer shall be the responsibility of the County in alignment with LCSO performance guidelines and evaluation process. In addition, a written annual evaluation using a form jointly developed by the District and County to assess the SRO's specific school roles and responsibilities will be completed prior to the end of each school year.

The County shall have a process for families to file complaints related to the SRO with LCSO. The LCSO complaint resolution process is found in the LCSO Policy Manual under policy #1020. The District also has a formal complaint process as outlined in Policy: 4311 (School Safety and Security Services Program) and Procedure: 4311.

13. COOPERATION

The Parties agree to cooperate and work together to the best of their abilities to effectuate the purpose of this Agreement.

14. TERMINATION OF AGREEMENT

The Parties agree that unforeseen financial or staffing hardships may occur over the three-school year term (school years 2023-2024, 2024-2025, 2025-2026) of this Agreement. Due to these potential concerns this Agreement may be terminated prior to the end of the defined contract term if both parties mutually agree to terminate this Agreement early.

REVIEWED BY Parents, Students and Community Members on 8/25/23

APPROVED BY the School District on 8/21/23

APPROVED BY the County of Lincoln on 9/5/23

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on this 5th day of September, 2023.

By signing below, the undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the Parties.

COUNTY OF LINCOLN

DAVENPORT SCHOOL DISTRICT

Scott M. Hutsell

Chad Prewitt

Scott Hutsell, Chair

Chad Prewitt, Superintendent

Rob Coffman



Garrett Husky

Rob Coffman, County Commissioner

Garrett Husky, School Board Chair

Jo M. Gilchrist

Jo Gilchrist, County Commissioner

Gabe Gants

Gabe Gants, Lincoln County Sheriff

APPROVED AS TO FORM:

Adam Walsler

Adam Walsler, Prosecutor

EXHIBIT "A"

SRO RESPONSIBLE TO: BUILDING PRINCIPALS

GENERAL RESPONSIBILITIES:

The SRO under the mission of a Youth Engagement Specialist will work in collaboration with staff, students, and community to ensure the school maintains an environment conducive to learning where students and staff feel safe to teach and learn. The SRO will have a variety of functions such as acting as an advisor to school administrators, a law enforcement officer, and a mentor to students while assisting school staff in resolving concerns.

PROGRAM GOALS:

- To provide a valuable resource to students, staff, and the community.
- To build positive relationships with students and staff.
- To reduce crime and improve school security in the schools.
- To improve the quality of education in the school by promoting a safe learning environment.
- To improve the relationship between LCSO and the Davenport School District.

SPECIFIC DUTIES:

- Supervise District property and surrounding areas to ensure that students are provided a safe and secure learning environment.
- Assist school administrators with emergency events and advise on security concerns.
- Assist with activities as requested by the District.
- Investigate and deter criminal activity to include traffic and parking complaints.
- Maintain a presence in classrooms to build relationships and educate youth on topics such as safety and criminal law.
- Be available as a source of counseling to students concerning problems they face or concerns they might have.
- Collaborate with staff, LCSO, and the community to promote positive working relationships.
- Provide expertise in staff training, drill assistance, and safety plan review.
- Provide an ongoing assessment of school safety.
- Develop mentor relationships with students.
- Work with school administrators and staff on areas of concern within the District.
- Investigate suspicious activity on school property.
- Conduct investigations of reported or suspected abuse or neglect of students.
- Provide problem solving and resources to students, parents, faculty, and the community.