

**INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICER
CENTRAL VALLEY SCHOOL DISTRICT NO. 356**

THIS INTERLOCAL AGREEMENT (“AGREEMENT”), made and entered into by and between the **City of Liberty Lake**, a municipal corporation of the State of Washington, having offices for the transaction of business at 22710 East County Vista Drive, Liberty Lake, Washington 99019, hereinafter referred to as the "CITY," the **Liberty Lake Police Department**, a department of the CITY, having offices for the transaction of business at 23127 East Mission Avenue, Liberty Lake, Washington 99019, hereinafter referred to as the "LLPD", and **Central Valley School District No. 356**, a municipal corporation of the State of Washington, having offices for the transaction of business at 2218 North Molter Road, Liberty Lake, Washington 99019, hereinafter referred to as "CENTRAL VALLEY," jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the CITY, through LLPD, provides CENTRAL VALLEY with police services when such are needed from time to time;

WHEREAS, the PARTIES are committed to protecting the safety and well-being of CENTRAL VALLEY students and staff;

WHEREAS, CENTRAL VALLEY annually reviews its school resource officer program using a process that involves parents, students, and community members;

WHEREAS, CENTRAL VALLEY desires to enhance school security by funding one (1) commissioned School Resource Officer starting September 1, 2022;

WHEREAS, pursuant to the Interlocal Cooperation Act as codified in chapter 39.34 RCW, the PARTIES wish to enter into an Interlocal Agreement to utilize one (1) commissioned LLPD Officer as a School Resource Officer; and

WHEREAS, it is the intention of the PARTIES that this AGREEMENT reflect a clear understanding between CENTRAL VALLEY and the LLPD in order to help maintain an effective partnership to protect the health and safety of all students.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter and as provided for in the above-referenced recitals, the PARTIES agree as follows:

1. PERFORMANCE

The LLPD shall provide CENTRAL VALLEY with one (1) commissioned LLPD Officer as School Resource Officer at CENTRAL VALLEY and supply each LLPD Officer with the basic

LLPD Officer-required equipment and a vehicle to fulfill the obligations of the School Resource Officer as set forth in this AGREEMENT, and further described in Attachment "A" attached hereto and incorporated herein by reference.

CENTRAL VALLEY shall contribute Forty-One Thousand One Hundred and Twenty-Two Dollars (\$41,122.00) in the 2022-2023 school year to pay a portion of the LLPD Officer's costs, including, but not limited to salary, benefits, overtime, uniform, training, travel, equipment, and supplies.

CENTRAL VALLEY shall also contribute an additional Three Thousand Six Hundred Dollars (\$3,600) to cover the cost of "Specialty Pay" to be utilized in recruiting and retaining officers to the School Resource Deputy Program.

2. **TERM**

The term of this AGREEMENT shall commence on September 1, 2022, and run through June 30, 2023.

3. **OBLIGATIONS**

3.1 Duty Status. The School Resource Officer is subject to call by the LLPD or its designee at any time for emergencies, special assignment, or overtime duty. The School Resource Officer is obligated to discharge all the duties of their office, enforce all laws and ordinances, and adhere to LLPD's policies and procedures at all times in meeting CENTRAL VALLEY's needs.

The School Resource Officer has a primary obligation to the LLPD, not CENTRAL VALLEY. Accordingly, in the event the LLPD needs the School Resource Officer at any time to fulfill duties other than acting as School Resource Officer, the LLPD, in its sole discretion, may reassign the School Resource Officer.

3.2 Training. The PARTIES acknowledge and agree that the School Resource Officer is subject to certain training requirements, including but not limited to training required by Chapter 28A.320 RCW. The LLPD agrees to confirm, upon the request of CENTRAL VALLEY, that the School Resource Officer supplied under the terms of this AGREEMENT has received training on the topics set forth in RCW 28A.320 and further described in Attachment "A."

3.3 Student Behavior and Discipline. The PARTIES acknowledge that the role of School Resource Officer includes that of a teacher, informal counselor, and law enforcement officer; and recognize that a trained School Resource Officer knows when to informally interact with students to reinforce school rules and when to enforce the law.

3.4 Date Collection and Reporting. The PARTIES agree to annually collect and

report data regarding calls for law enforcement service and the outcome of each call, including student arrest and referral for prosecution, disaggregated by school, offense type, race, gender, age, and students who have an individualized education program or plan developed under section 504 of the federal Rehabilitation Act of 1973.

4. COMPLAINTS

Both CENTRAL VALLEY and the LLPD shall have a process for families to file complaints with the school and/or local law enforcement agency related to School Resource Officers, as well as a process for investigating and responding to any such complaints.

5. NON-DISCRIMINATION

During the performance of this AGREEMENT, the PARTIES shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age or the presence of any sensory, mental or physical handicap.

6. LIABILITY

Each Party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees, and its agents. Each party shall be responsible for its own negligence. Neither Party shall indemnify nor hold the other party harmless, in accordance with state and federal law.

7. NOTICES

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

**CITY: Mark McAvoy, City Administrator
22710 East Country Vista Drive
Liberty Lake, Washington 99019**

**LLPD: Damon L. Simmons, Chief
23127 East Mission Avenue
Liberty Lake, Washington 99019**

**CENTRAL VALLEY: John Parker, Superintendent
Central Valley School District No. 356
2218 North Molter Road
Liberty Lake, Washington 99019**

8. TERMINATION

Any Party reserves the right to terminate this AGREEMENT for any reason whatsoever upon thirty (30) days written notice, as provided for in Section 7 herein above.

9. AMENDMENTS

This AGREEMENT may be amended by agreement of all PARTIES, executed in writing, and appended to this AGREEMENT.

10. WHOLE AGREEMENT

This is the entire agreement of the PARTIES. To the extent it is inconsistent with other oral or written communication, this AGREEMENT supersedes and replaces it. No other written or oral promise shall be considered to alter or affect this AGREEMENT.

11. GOVERNING LAW

This AGREEMENT is to be governed by the laws of the State of Washington, and in the event of litigation, venue shall be in Spokane County Superior Court.

12. DISPOSITION OF ASSETS UPON TERMINATION

All assets provided by the PARTIES will remain the property of the Party who furnished the asset, and any assets purchased by CENTRAL VALLEY will remain the property of CENTRAL VALLEY.

13. REMEDY

Termination of this AGREEMENT shall be the sole remedy for breach of this AGREEMENT.

14. HEADINGS

The section headings appearing in this AGREEMENT have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit, or extend the scope or intent of the sections to which they pertain.

15. COOPERATION

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

16. COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this AGREEMENT.

17. FILING

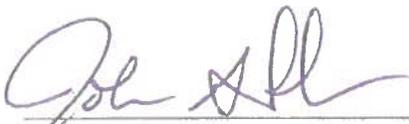
An original of this AGREEMENT shall be executed and retained by the CITY, and the CITY maymake this AGREEMENT available on the City of Liberty Lake website.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed on this 6th day of September, 2022.

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

CENTRAL VALLEY SCHOOL DISTRICT
NO. 356

CITY OF LIBERTY LAKE

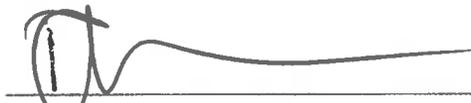


JOHN PARKER, Superintendent



CRISTELLA KAMINSKAS, Mayor

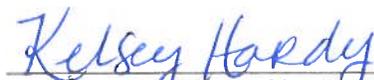
CITY OF LIBERTY LAKE POLICE DEPARTMENT



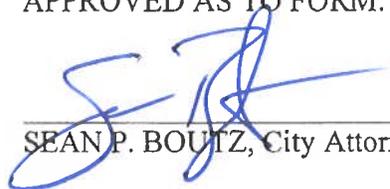
DAMON SIMMONS, Chief of Police

ATTEST:

APPROVED AS TO FORM:



KELSEY HARDY, City Clerk



SEAN P. BOUTZ, City Attorney

ATTACHMENT "A"

JOB DESCRIPTION/TRAINING REQUIREMENTS SCHOOL RESOURCE OFFICER

RESPONSIBLE TO: Building Principals

GENERAL DUTIES AND RESPONSIBILITIES:

The School Resource Officer will work in collaboration with staff, students, regional school safety centers and community to ensure an environment conducive to learning and to maintain an atmosphere where teachers feel safe to teach and students feel safe enough to learn. He or she would function as an advisor to administrators, a law enforcement officer, and a mentor to students and faculty who provide tips to resolve problems.

SPECIFIC DUTIES:

1. Supervise campuses and surrounding areas to ensure that students are provided a safe and secure learning environment.
2. Enforce school disciplinary plans.
3. Assist and supervise activities outside of the normal school day.
4. Investigate and deter criminal conduct.
5. Go into classrooms to promote a better understanding of our laws, why they were enacted and their benefits.
6. Provide a visible positive image for law enforcement and bring expertise into schools that will help young people make more positive choices in their lives.
7. Be available as a confidential source of counseling to students concerning problems they face.
8. Collaborate with staff and community, specifically with the LLPD's Office, Central Valley School District Safety Task Force, Care Team, the drug/alcohol intervention specialist, and the school parking lot monitors.

9. Provide expertise in staff training, drill, and implementation of school safety plans.
10. Provide expertise in an ongoing assessment of school safety.

QUALIFICATIONS

1. Experience in law enforcement.
2. School-specific security education training.
3. Understanding of urban, suburban, and rural school security needs.
4. Real world knowledge of school issues.
5. Current with latest trends and strategies of school safety and security.
6. Experience with school safety assessment.
7. Ability to develop rapport with students and staff.
8. Ability to communicate both orally and in written form.
9. Ability to successfully resolve/diffuse conflicts.
10. Skilled in first aid and CPR.
11. Willingness to work flexible hours.

TRAINING REQUIREMENTS

Every School Resource Officer shall have received training on the following topics:

- a. Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
- b. Child and adolescent development;
- c. Trauma-informed approaches to working with youth;
- d. Recognizing and responding to youth mental health issues;
- e. Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
- f. Collateral consequences of arrest, referral for prosecution, and court involvement;
- g. Resources available in the community that serve as alternatives to arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
- h. Local and national disparities in the use of force and arrests of children;
- i. De-escalation techniques when working with youth or groups of youth;

- j. State law regarding restraint and isolation in schools, including RCW 28A.600.485;
- k. Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learners, LGBTQ, and immigrants; and
- l. The federal family educational rights and privacy act (20 U.S.C. Sec. 1232g) requirements including limits on access to and dissemination of student records for non-educational purposes.
- m. Restorative Justice Principles and Practices