

**AGREEMENT BETWEEN THE CITY OF AUBURN
AND AUBURN SCHOOL DISTRICT NO. 408
RELATING TO LAW ENFORCEMENT (SCHOOL RESOURCE OFFICER) SERVICES**

THIS AGREEMENT made and entered into on this _____ day of _____, 2019, by and between the City of Auburn; a municipal corporation of the State of Washington (the "City"), and Auburn School District No. 408 (the "School District").

RECITALS:

1. The School District is in need of School Resource Officer services for its students and staff in the incorporated city limits of the City of Auburn
2. The City has agreed to provide three (3) Auburn Police Department Officers to serve as School Resource Officers to students and staff within the Auburn School District and it has resources to provide such services on the terms and conditions in this Agreement.
3. The Auburn School District has agreed to a one-time capital contribution to add to the vehicle fleet of the Auburn Police Department in order to meet the standards of service desired by the School District under this Agreement.

AGREEMENT:

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. CITY RESPONSIBILITIES:

As permitted by resources, the City will provide the following services within the School District during the course of the official school year.

1.1. School Resource Officer Services. The City will provide three full-time commissioned police officers dedicated to serve the School District during the school year. General Police Services will be provided on days that school is in session from the first official school day until the last official school day. These officers will be referred to as School Resource Officers (SRO's) and will provide general law enforcement services within the School District, as detailed in the attached Exhibit A.

1.2. Support Services. The City will provide the SRO's with the same level of support services available to existing police officers including legal advisement, planning and statistics, training, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections - internal investigations, and general Auburn Police Department support. Such support services will include the legal services of the Auburn City Attorney relating to enforcement of municipal criminal and traffic codes or prosecutions arising from those codes. Such legal support services for the SRO's will be consistent with

general legal services provided to the Auburn Police Department and Auburn Police Officers. Prosecution services will only extend to municipal court matters. All other prosecution matters will be referred to the appropriate county prosecutor.

2. ORGANIZATIONAL DETAIL/MANAGEMENT STRUCTURE:

The City will provide the services identified in Section 1 through the following organization.

2.1. Specifically identified SRO's will be selected and assigned by the Auburn Police Department with consideration to the input from the School District Superintendent or designee. The continued assignment of the SRO's will be subject to satisfactory performance, as determined by the City in consultation with the School District.

2.2. The SRO's will respond to day-to-day law enforcement concerns.

2.3. The SRO's will be available to the School District during the hours students are in school. Any scheduled work outside of normal operating hours, such as school events and meetings, must be mutually agreed upon by the City and the District prior to scheduling. The School District will provide office space for the SRO's as needed.

2.4. Each SRO assigned work pursuant to this contract is subject to call back by the City's Chief of Police or the Chief's designee at any time for emergencies, special assignment, or overtime duty. This assignment will not infringe or interfere with this obligation.

2.5. The SRO's regularly-assigned shift will be on weekdays during normal school hours. Changes to that schedule require a minimum of seven days' notice and all scheduling and overtime assignments are subject to the terms and conditions of the City's collective bargaining agreement. The SRO will not be available to the School District during weekends, holidays, or school breaks unless prior approval is granted by the City.

3. PERSONNEL AND EQUIPMENT:

The City will provide the services identified in this Agreement as an independent contractor and retains full employment control over the SRO's. The City retains complete control of any personnel related issues, supervision, standards of performance, discipline and all other employment related issues associated with the SRO's.

3.1. All SRO's are employees of the City at all times.

3.2. All liabilities for salaries, wages, and benefits arising from the performance of the law enforcement services provided by the City is the responsibility of the City.

3.3. The City will furnish all personnel, resources, and materials the City deems as necessary to provide the appropriate level of law enforcement service, including the Officer's

uniform and all necessary vehicles.

3.4. In the event that a designated SRO is absent from his or her post, the City has no obligation to fill that post with another officer.

3.5. The City may temporarily re-assign the SRO's to other duties as needed to address law enforcement occurrences or demands and emergency situations, as determined by the Chief of Police.

3.6. The SRO's engaged in this assignment are obligated to discharge all duties of their office and to adhere to City and Police Department policies and procedures at all times. Such officers shall obey, uphold, and enforce the laws of the City and the State of Washington and the Constitutions of the State of Washington and the United States of America at all times. Such officers shall understand that while they are on an SRO assignment under this contract, they remain under the exclusive direction and control of the City and any discipline issues will be handled by the City. Police officers performing work pursuant to this contract shall only provide law enforcement/ peacekeeping services as specified in Section 1.1 of this contract.

4. COMPENSATION:

4.1. To facilitate the appropriate level of support for the SRO's, within thirty (30) days of signing this Agreement the Auburn School District will compensate the City of Auburn Police Department sixty thousand dollars (\$60,000) for the purchase of equipment to be designated for the School Resource Officer and which will be held as property of the City of Auburn. The Auburn Police Department will have all rights to own, possess, and use all equipment assigned to the SRO for any law enforcement purposes.

4.2. In support of this program for the SRO's assigned, the School District agrees to reimburse the City seventy percent (70%) of the City's cost of the SRO salary and benefits, and to reimburse the City one hundred percent (100%) of any overtime costs incurred associated with work under this Agreement. Overtime costs include salaries, wages, and benefits. The amount owed for services will be calculated by the City, and will be in conformity with the provisions of Exhibit B.

4.3. The City will invoice the District one-ninth of the annual contract cost over a nine month period beginning on the fifteenth day of September (9/15) each year. The District will be invoiced for any overtime incurred by the SRO's in the subsequent month. Any overtime incurred May through August will be invoiced on the 15th day of the subsequent month. Payment is due to the City within 30 days of invoicing.

4.4. An estimate of the cost will be provided to the School District by June 1, prior to the start of the September 1 fiscal year. This estimate will be updated based on the assigned officers contractual wages, salary and benefits package. When labor contracts are settled, the City will provide updated labor costs for the SRO's, including any retroactive payment costs,

within 30 days of settled contracts. The additional annual impact, if any, will be added and prorated through the remaining months of the annual contract payment schedule.

5. SCHOOL DISTRICT RESPONSIBILITIES:

In support of the City providing the services described above, the School District promises to supply at its own cost and expense any special supplies, stationery, notices, forms and any materials required to be issued in the name of the School District.

6. DURATION:

This agreement begins on April 1, 2019, and will remain in effect until terminated by either party. Either party may terminate this agreement with 180 days' written notice.

7. INDEMNIFICATION:

7.1. The City shall indemnify and hold harmless the School District and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of the City, its officers, agents, and employees, or any of them, in the performance of this Agreement. In the event that any such suit is based upon such a claim, action, loss, or damage is brought against the School District, the City shall defend the same at its sole cost and expense; provided, that the School District reserves the right to participate in such suit if any principle of governmental or public laws is at issue. If final judgment be rendered against the School District and its officers, agents, and employees, or any of them, or jointly against the School District and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

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

7.3. The School District shall indemnify and hold harmless the City and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of the School District, its officers, agents, and employees or any of them, relating to or arising out of the performance of this Agreement. In the event that any suit based on such a claim, action, loss, or damage is brought against the City, the School District shall defend the same at its sole costs and expense; provided that the City retains the right but not the obligation to participate in said suit if any principle of governmental law is at issue; and if final judgment be

rendered against the City and the School District and their respective officers, agents, and employees, or any of them, the School District shall satisfy the same.

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

7.5 In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of School District and the City its officers, officials, employees, and volunteers, School District's and the City's liability, including the duty and cost to defend, will be only to the extent of their negligence.

8. NON-DISCRIMINATION:

The City and the School District certify that they are Equal Opportunity Employers.

9. AUDITS AND INSPECTIONS:

The records and documents with respect to all matters covered by this contract shall be subject to inspection, review, or audit by the City or School District during the term of this contract and for three (3) years after termination.

10. AMENDMENTS:

The Agreement may be amended at any time by mutual written agreement of the parties.

11. ENTIRE AGREEMENT:

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded.

12. CONTRACT ADMINISTRATION:

The parties shall each appoint representatives to review contract performance and resolve problems. Each party shall notify the other in writing of its designated representatives. The representatives from the City will include the Auburn Police Department and City of Auburn Finance Department. The contract administrators will meet as needed with either party authorized to call a meeting with ten days written notice to the other.

13. SPECIAL DUTY TO SCHOOL DISTRICT OR OTHERS

SRO's assigned to the District retain a primary obligation to the City, not the School District. They are expected to discharge all duties of their office while performing pursuant to this contract and will not perform any non-law enforcement - peacekeeping functions for the School District. Furthermore, this contract and performance thereof by the City police officers shall not create any special relationship with any person or specific duties to protect any persons from harm or injury including the party signing this contract. The law enforcement - peacekeeping duties to be performed pursuant to this contract are the same in extent and scope as those provided by police officers to every member of the public.

14. MISCELLANEOUS:

Any problem which cannot be resolved by the parties' designated representatives shall be referred to the chief executive officer of the School District and the Auburn Chief of Police for settlement in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this agreement.

CITY OF AUBURN

AUBURN SCHOOL DISTRICT

Nancy Backus, Mayor

Chief Executive Officer

Date: _____

Date: _____

Approved as to Form:

Auburn Police Chief

School District Attorney

Date: _____

Date: _____

Approved as to Form:

Auburn City Attorney

Date: _____

Exhibit A

Services Provided:

The School Resource Officer will work with Auburn School District Administration to identify the appropriate services that will be provided by the School Resource Officer. Services may include the following:

1. Staff training on topics such as youth gangs, violence intervention, drug identification, and intervention.
2. Assist in classroom instruction by discussing topics such as substance abuse prevention, criminal and constitutional law, and personal protection.
3. Parent education on topics such as emerging youth issues related to violence, substance abuse and the criminal justice system.
4. Building rapport with students through informal discussions and attendance at school events (at the school's request, but not to replace security at such events).
5. Law Enforcement Assistance to Schools:
 - a. Assisting with issues such as truancy, child abuse, suicide and violence.
 - b. Providing law enforcement services on an as-needed basis.
 - c. Assist with staff in developing a site security plan.

Exhibit B

Cost for Services Provided by Officers:

The estimated costs are based on the 2019-2021 Auburn Police Guild Collective Bargaining Agreement for an 8 year veteran officer receiving 3.5% Longevity, 6% College Incentive. Overtime will be extra per Section 4.1 of this agreement. Upon selection of the SRO's, the below costs may increase/decrease based on the officer's time and grade. Updated costs will be provided per Section 4 of this agreement

SRO	ANNUAL CBA COSTS	SCHOOL DISTRICT SHARE
Salary	\$100,276	\$70,193
Salary	\$100,276	\$70,193
Salary	\$100,276	\$70,193
Benefits	\$46,668	\$32,668
Benefits	\$46,668	\$32,668
Benefits	\$46,668	\$32,668
Total		\$308,583