

Pend Oreille County OFFICE OF THE SHERIFF

Alan Botzheim, Sheriff

Grant Sirevog, Undersheriff



A-2016-65

INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICER

NEWPORT SCHOOL DISTRICT 056-415

THIS AGREEMENT, made and entered into by and between **Pend Oreille County**, a political subdivision of the State of Washington, having offices for the transaction of business at 625 W. 4th, Newport, Washington 99156, hereafter referred to as the "COUNTY," the **Pend Oreille Sheriff**, having offices for the transaction of business at 331 S. Garden Avenue, Newport, Washington 99156, hereinafter referred to as the "SHERIFF" and **Newport School District #056-415**, a municipal corporation of the State of Washington, having offices for the transaction of business at 1380 W. 5th, Newport, Washington 99156, hereinafter referred to as "Newport SD," jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of county property and management of county funds and business; and

WHEREAS, pursuant to the provisions of RCW 36.28.010, the SHERIFF is the chief executive officer and conservator of the peace of the COUNTY; and

WHEREAS, Newport SD desires to enhance school security by funding one (1) School Resource Officer starting September 1, 2016 and

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) Pend Oreille County Deputy as School Resource Officer.

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

SECTION NO. 1: PERFORMANCE

THE SHERIFF shall provide Newport SD with one (1) commissioned Deputy Sheriff as School Resource Deputy and supply said Deputy with the basic Deputy Sheriff-required equipment and a vehicle to fulfill the obligations of the School Resource Deputy as described in Attachment "A".

NEWPORT SD shall contribute FIFTY THOUSAND DOLLARS (\$50,000.00) in the 2016-2017 school year to pay a portion of the Sheriff Deputy's costs, including, but not limited to salary, benefits, overtime, uniform, training, travel, equipment, and supplies.

Citizens First, Public Safety Always!

SECTION NO. 2: TERM

The term of this Interlocal Agreement shall commence on September 1, 2016 and run through August 31, 2017, to be renewed annually.

SECTION NO. 3: PAYMENT

Newport SD shall make payments to the SHERIFF after receiving invoices from the SHERIFF. The SHERIFF will invoice on a monthly basis September through June \$5,000.00 per month or as agreed upon by the PARTIES. All checks shall be made payable to Pend Oreille County Sheriff’s Office.

SECTION NO. 4: DUTY STATUS

The School Resource Officer is subject to call by the SHERIFF or his designee at any time for emergencies, special assignment, or overtime duty. The School Resource Deputy is obligated to discharge all the duties of his/her office, enforce all laws and ordinances, adhere to Pend Oreille County Sheriff’s Office policies and procedures at all times, as well as meeting Newport SD’s needs.

The School Resource Officer has a primary obligation to the SHERIFF, not Newport SD. Accordingly, in the event the SHERIFF needs the School Resource Deputy at any time to fulfill duties other than acting as School Resource Officer, the SHERIFF, at his sole discretion, may reassign the School Resource Officer.

SECTION NO. 5: NON-DISCRIMINATION

During the performance of this Interlocal 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.

SECTION NO. 6: LIABILITY

Each Party shall be responsible and liable for the consequence 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.

SECTION NO. 7: NOTICES

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

COUNTY: **Mike Manus, Chair**
Pend Oreille County Commissioners
625 W. 4th
Newport, WA 99156

SHERIFF: **Alan Botzheim**
331 S. Garden Ave.
Newport, WA 99156

NEWPORT SD: **Dave Smith, Superintendent Newport School District**
1380 W. 5th Street
Newport, WA 99156

SECTION NO. 8: TERMINATION

Either Party reserves the right to terminate this Interlocal Agreement for any reason whatsoever upon thirty (30) days written notice, as provided for in Section No. 7 herein above. In the event of termination, Newport SD agrees to pay the SHERIFF for all services performed to the date of termination.

SECTION NO. 9: AMENDMENTS

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

SECTION NO. 10: WHOLE AGREEMENT

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

SECTION NO. 11: GOVERNING LAW

This Interlocal Agreement is to be governed by the laws of the State of Washington, and in the event of litigation, venue shall be in Pend Oreille County Superior Court.

SECTION NO. 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 Newport SD will remain the property of Newport SD.

SECTION NO. 13: REMEDY

Termination of this Interlocal Agreement shall be the sole remedy for breach of this Agreement.

SECTION NO. 14: FILING

An original of this Interlocal Agreement shall be executed and retained by the COUNTY, and the COUNTY will make this Interlocal Agreement available on the Pend Oreille County website.

IN WITNESS WHEREOF, the PARTIES have caused this Interlocal Agreement to be executed on date and year opposite their respective signatures.

ADOPTED by the Board of County Commissioners of Pend Oreille County, Washington this 13th day of December 2016.



Mike Manus, Chair

ATTEST:



Steven Kiss, Commissioner



Rhonda Cary, Clerk of the Board



Karen Skoog, Commissioner

DATED: 11-22-16

Pend Oreille County Sheriff:

By: 

Alan Botzheim, Sheriff

DATED: 12-07-16

Newport School District

By: 

Dave Smith, Superintendent

By: 

Paul Wilson, Newport SD Board Chairperson

ATTACHMENT "A"

JOB DESCRIPTION SCHOOL RESOURCE DEPUTY

RESPONSIBLE TO: All Newport Schools

GENERAL DUTIES AND RESPONSIBILITIES:

The School Resource Deputy will work in collaboration with staff, students 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 or 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 Pend Oreille County Sheriff's Office, and the Newport School District.
9. Provide expertise in staff training, drill, and implementation of school safety plans.
10. Provide expertise in an ongoing assessment of school safety.