

**INTERLOCAL AGREEMENT BETWEEN
SHELTON SCHOOL DISTRICT No. 309
AND
THE CITY OF SHELTON
FOR SCHOOL RESOURCE OFFICER SERVICES**

THIS INTERLOCAL AGREEMENT is dated Oct. 18th, 2022 and shall serve as an agreement for School Resource Officer (SRO) services provided by the City of Shelton Police Department ("City") to the Shelton School District ("District"), collectively referred to as the "Parties". This agreement shall replace any previous MOU or agreement.

WHEREAS, The Parties have had a previous agreement and mutually beneficial relationship providing for the safety of staff, students, and visitors to all the District's campuses; and

WHEREAS, in addition to safety, it is the goal of the Parties to provide an example of a community partnership and continue to improve relationships between students and law enforcement; and

WHEREAS, each of the Parties is a "public agency" within the meaning of the Interlocal Cooperation Act, Chapter 39.34 R.C.W., and the Parties are therefore authorized to enter into this agreement for SRO service;

NOW, THEREFORE, pursuant to Chapter 39.34 R.C.W., the Parties hereby agree as follows:

1. **SRO Appointed.** The City will provide one designated SRO, who shall be assigned to provide police services to the District's campuses. The assigned officers will be appointed by the Chief of Police. The City reserves the right to call upon the SRO for service as needed for emergency assignments and overall needs of the City of Shelton. It is expected that the personnel assigned to SRO duties will be provided from existing staff. The Agreement does not require the hiring of additional officers.
2. **Supervision of SRO.** At all times while the SRO is on duty, the SRO shall remain employees of the City and shall be subject to the administration, supervision, and control of the City. The City, acting through the Police Department, shall retain its authority to hire, discharge, and discipline the SRO. The City's Chief of Police will retain the ultimate supervisory responsibility for the SRO. The SRO shall remain accountable to the City Police Department and City personnel policies except as modified in this

Agreement. The SRO shall remain members of the Police Guild and subject to the Collectively Bargained Agreement with the City of Shelton.

3. **Compensation for SRO services.** The District shall reimburse the City \$8,000.00 per month in 2022 for the remaining three months of 2022 for approximately 75% of a regular officer salary and benefits. This base rate shall increase by the bargained percentage each January 1 for the calendar year unless or until this agreement is renegotiated or terminated. Any SRO salary adjustment by the City shall be consistent with the Shelton Police Officers Guild Collective Bargaining Agreement (currently 3.0% in 2023 and 3% in 2024) and shall not be arbitrary. The District shall pay the City on a monthly basis.

4. **Duties of the SRO.** The City, acting through the City's Police Department, shall determine a work schedule for the SRO that will be most effective for the services outlined in this Agreement and in accordance with the Shelton Police Officers guild Collective Bargaining Agreement. Generally, SRO hours of presence on school campuses shall be 7:30 am through 3:00pm, and service outside these generally agreed hours of service must be agreed in advance by the District and the City. The SRO duties shall include, but not limited to, the following:
 - a. To be a visible, active law enforcement figure on campus, and to be a resource and role model for students.

 - b. To assist in maintaining a safe and secure physical environment on campus, including the buildings, grounds, parking lots, lockers and other public school property, during the school day and at extra-curricular events as needed.

 - c. To serve as a classroom resource for law and public safety instruction using approved materials.

 - d. To confer with teachers, parents, and students on an individual basis concerning campus safety, student conduct, and substance use, and to help students resolve disputes in a non-violent manner.

 - e. To investigate and perform appropriate reporting and follow-up on discipline violations, security breaches, and crimes originating on-campus.

 - f. To assist in providing referrals to community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency and delinquency-prone youths and their families.

- g. To testify in administrative and court proceedings as needed.
 - h. To maintain campus safety by escorting unauthorized visitors from the premises, assisting responses to fire alarms and threats of violence, and delivering and enforcing trespass notices from school grounds as necessary.
 - i. To work cooperatively with Principals to effectively fulfill the services outlined in this Agreement.
5. **Attire and equipment.** The SRO will wear approved City Police Department uniform with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the District and/or the City. The SRO will wear his or her City Police Department authorized duty weapon in accordance with Shelton Police Department policy. The officer will be equipped with all other proper safety equipment as required by the Shelton Police Department. All uniforms and equipment will be provided at the expense of the City.
6. **Change of assigned SRO.** The City may change the officers assigned to SRO duties based upon the needs of the City. If the District believes the SRO is not satisfactorily performing the agreed upon duties, the District may request a change in the assigned SRO. The City shall not unreasonably deny a District request for a change of SRO.
7. **SRO availability.** The SRO will not take vacation on school business days unless approved in advance by the Parties. If the assigned SRO is absent for longer than three (3) consecutive school business days, the City shall provide a substitute at the District's request.
8. **Indemnification.** The City will protect, defend, indemnify, and hold harmless the District, its officers, employees, and agents from any and all costs, claims, judgements, or awards of damages arising out of or in any way resulting from the performance of this Agreement by City employees, except for costs, claims, judgements, and awards of damage for injuries arising out of or in any way resulting from negligent or allegedly negligent acts or omissions of the District. In the event a claim is filed against any City employees as individuals, including but not limited to the SRO, the City will comply with Shelton Municipal Code (S.M.C.) Chapter 2.82. The District will protect, defend, indemnify and hold harmless the City, its officers, employees and agents from any and all costs, claims, judgements or awards of damages arising out of or in any way resulting from negligent or allegedly negligent acts or omissions of the District, its officers, employees, or agents.

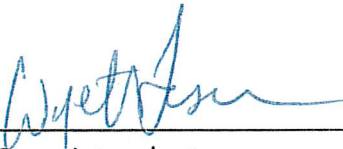
9. **Term of Agreement.** The initial term of this Agreement shall commence on the execution of the Agreement and terminate at the close of the 2023-2024 school year.
10. **Administration.** This Agreement does not provide for the creation of a separate legal entity to conduct the joint undertaking between the Parties. The City of Shelton City Manager and the Superintendent of the District, or their designees, shall jointly and cooperatively administer this Agreement.
11. **Recording.** Pursuant to R.C.W. 39.34.040, this Agreement shall either be filed with the County Auditor or posted by each party on its website or other electronically retrievable source.

CITY OF SHELTON

SHELTON SCHOOL DISTRICT

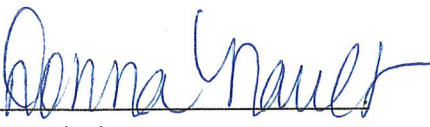


City Manager



Superintendent

ATTEST:



City Clerk