

**INTERLOCAL AGREEMENT BETWEEN WALLA WALLA SCHOOL DISTRICT,  
WALLA WALLA COUNTY AND WALLA WALLA COUNTY SHERIFF'S OFFICE**

**SCHOOL RESOURCE OFFICER SERVICES**

This AGREEMENT is made this 16<sup>th</sup> day of August, 2016 by and between the Walla Walla School District ("District"), Walla Walla County ("County") and the Walla Walla County Sheriff's Office ("WWSO"), an agency of Walla Walla County, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

**1. Purpose.**

1.1 The purpose of this Agreement is for the WWSO to provide contract services in the form of an SRO to the District upon the Wa-Hi campus and surrounding area. The services provided include law enforcement and related services as described in this Agreement.

1.2 This Agreement is intended to assist the District in providing a safe learning environment and improve relationships between law enforcement officers and youth. This Agreement also attempts to promote a better understanding of the law enforcement officer's role in society while educating students, parents, and school personnel.

**2. Employment, Selection, and Assignment of SRO.**

2.1 The County and WWSO agree to employ not less than one (1) SRO during the term of this Agreement. SROs are employees of the WWSO and not employees of the District. The WWSO, subject to the terms, conditions, and limitation herein, shall be solely responsible for control of its personnel, standards of performance, certified training, discipline, and all other aspects of performance by WWSO employees while performing services under this Agreement.

2.2 Using funds received from the District and funds from other sources, if any, the County and WWSO agree to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the WWSO and associated collective bargaining agreements, including but not necessarily limited to: sick leave, annual leave, other required leave, retirement compensation, disability salary continuation, worker's compensation, unemployment compensation, and health insurance. The SRO shall be subject to all other personnel policies and practices of the WWSO.

2.3 The WWSO, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO.

2.4 When a Wa-Hi SRO position is vacant, interested deputies will participate in an oral interview and background review process. The oral interview panel will consist of two (2) persons representing WWSO and two (2) persons representing the District. Members of this oral interview process will include the Sheriff, his/her designee, the District Superintendent, and his/her designee. In the event the oral interview panel is unable to

reach a majority decision on a candidate, the WWSO will retain the right to the final selection.

2.5 In selecting a Wa-Hi SRO, the following criteria may be considered:

- a. The deputy must have the ability to be a positive role model and present a positive image of the WWSO as well as the law enforcement profession as a whole. One goal of the SRO program is to foster a positive image of police officers among younger people. Therefore, the personality, grooming and communication skills of the officer should be of such nature so that a positive image of the police agency is reflected. The officer should sincerely want to work with staff and students of the particular school in which the SRO is assigned.
- b. The deputy must have the ability to deal effectively with a diverse student population. Bilingual/Bicultural deputies may be preferred, but are not required to fulfill the position.
- c. The deputy must have the desire and ability to provide quality educational services. Communication skills of the officer must be of high caliber in order to effectively and accurately provide resource educational services.
- d. The deputy must have the desire and ability to work well and cooperatively with District faculty and staff.
- e. The deputy must not be a gossip, must maintain trust and confidentiality, and must never engage in inappropriate conduct.

2.6 The SRO shall be assigned to Walla Walla High School ("Wa-Hi"), but upon mutual agreement of the parties, and consent from the City of Walla Walla Chief of Police or his/her designee, may be called upon to perform similar duties at other District schools. The services provided by the SRO are in addition to normal law enforcement services already provided by the WWSO.

2.7 In the event an SRO is absent from work, the SRO shall notify both his supervisor in the WWSO and the Principal of Wa-Hi.

2.8 The WWSO shall annually, on or around the middle of the service year, periodically evaluate the SRO with regard to his or her job performance in coordination with the District (via the Wa-Hi Principal and Superintendent). In the event that the District has evaluated the SRO to have job performance deficiencies or unsatisfactory job performance, the Sheriff or his/her designee, shall meet with the District's Superintendent to discuss whether remedial action can be taken to improve the SRO's job performance or whether the SRO shall be replaced, including the sharing of the cost for any proposed remedial action or replacement.

2.9 To dismiss a specific SRO from the duties described in this Agreement, the Superintendent shall communicate in writing to the Sheriff and request a change of the Deputy assigned to SRO duties. The District will outline reasons in writing, or verbally if

of a confidential nature, for the requested change. Depending upon the nature and urgency of the request, the WWSO will work in good faith to accomplish the change of SRO in as timely a manner as possible.

2.10 The Sheriff reserves the right to reassign the SRO at any time. In the case of a reassignment, the SRO selection process described in this agreement will then again take place. With the concurrence of the District, an interim SRO selected by the Sheriff may be assigned, if possible, while the formal selection process takes place.

2.11 The Parties understand that WWSO patrol deployment and Collective Bargaining Agreement mandates must be met, and therefore, there is a possibility that the SRO may need to be temporarily reassigned to the WWSO Operations Division Patrol Bureau. In such a circumstance, getting the SRO back to work at Wa-Hi will remain a top priority for the WWSO.

2.12 When reassignment, transfer, dismissal, leave, or other matter occur, resulting in the absence of a full time SRO for more than ten consecutive days, the WWSO will pro-rate the amount due from the District accordingly.

### **3. Duty Hours.**

3.1 In the event of an emergency where the SRO is ordered by the WWSO to leave his or her school duty station during normal duty hours and to perform other services for the WWSO, the time spent shall not be considered hours worked under this Agreement for District overtime compensation considerations.

3.2 Regular duty time shall be on scheduled school days and shall be from 7:30 a.m. through 4:30 p.m. five days per week except holidays unless temporarily changed or modified for specific events or circumstances with the written approval of the District and the SRO Supervisor. SRO services at student activities and events such as dances, athletic events, and/or other public events may be needed and/or desirable. It will be at the District's discretion whether the SRO's shift is adjusted or if the SRO is compensated with overtime pay for events during non-school hours. If Wa-Hi/School District prefers the SRO adjust his/her work schedule for an after-school event, the District must provide at least 96 hours advanced notice of schedule change for the schedule adjustment.

3.3 Hours worked by an SRO exceeding 40 hours per work week shall be considered overtime and shall be compensated at the overtime rate established by the WWSO pursuant to existing policy and/or the applicable collective bargaining agreement. The WWSO shall be responsible to pay any overtime compensation as a result of suffered or permitted overtime under the Fair Labor Standards Act of 1938 ("FLSA"), 29 U.S.C. § 201 et. seq. SRO overtime work approved pursuant to this Agreement will be billed to the District at the SRO's current overtime rate (time and a half) when such overtime is a result of district-initiated requests and or urgent circumstances related to district needs. This billing will be in addition to those charges set forth in Appendix "A".

3.4 All SRO overtime requests, except for emergencies, must be first approved prior to the overtime work by the WWSO Detective Sergeant under whom the SRO is assigned. In the absence of the Detective Sergeant, the Sheriff, Undersheriff, or a Chief Deputy may review and approve an overtime request. In order to not waste District personnel time and/or not make it appear that OT will occur, WWSO approval shall be obtained prior to a request made to the District. The SRO must then also obtain approval from the Superintendent or designee for all District-related overtime, absent emergencies.

3.5 The approved District calendar will be used to determine the school days the SRO will work (plus three days after the last day of school), unless temporarily changed or modified for specific events or circumstances with the written approval of the District and the Sheriff or his/her designee. When Wa-Hi is not in session during the school calendar year, the principal will make a determination if the SRO is needed for that day. The SRO will make reasonable efforts to schedule vacation, personal, and other leave-related provisions in their collective bargaining agreement when students are not in session.

3.6 The SRO assignment does not prohibit the SRO from responding to emergencies within the County and/or fulfilling mandated training requirements as determined to exist by the WWSO. Most WWSO training occurs on a Tuesday at every eight (8) week intervals; however, the parties understand that other training will take place at other times throughout the year.

3.7 In the event an SRO misses more than ten (10) consecutive workdays, the WWSO will work diligently with the District to backfill the Wa-Hi SRO position with another deputy if at all possible. Both parties understand that a good faith effort will be undertaken for this backfill; however due to the staffing levels of the WWSO, this may not always be possible.

#### **4. Basic Qualifications of SROs.**

To be a SRO, a deputy must first meet all of the basic qualifications included within the current WWSO job description herein incorporated by reference. Notwithstanding any qualifications set forth in the normal course of employment as a Deputy Sheriff by the WWSO, the SRO shall meet the following qualifications:

- a. The deputy must be a CJTC state certified, fully commissioned peace officer.
- b. Meet the advanced qualifications to carry and use a firearm, including training and instruction on the use of deadly force.
- c. Successfully complete training on the use of non-deadly force, including, but not limited to, the use of a Taser Stun Gun and mace, as well as non-injurious restraints and deescalating techniques and procedures.
- d. Successfully complete training on the operation of the SRO's police cruiser unit, including driving in emergency situations and conditions.

- e. Successfully complete training in the detention, apprehension and restraint of a suspect.
- f. Successfully complete training in self-defense.
- g. Have excellent communications skills.
- h. Be able to relate well to children of all ages.
- i. Possess good coordinating and planning skills.
- j. Be knowledgeable of the juvenile and adult criminal justice systems.

## **5. Duties of SRO's**

The duties of an SRO include the following:

- 5.1 Maintain high visibility on and around the Wa-Hi campus.
- 5.2 Patrol Wa-Hi facilities, campus, and immediate surrounding areas during designated school hours for the purpose of public safety and property protection.
- 5.3 Observe and monitor students, visitors, faculty and staff (all persons) entering and leaving campus.
- 5.4 Greet and assist visitors; provide directions and assistance.
- 5.5 Remain and be immediately available to aid all persons on campus with routine and emergency law enforcement services and first aid/CPR if and when needed.
- 5.6 Work in conjunction with Wa-Hi security guards to provide campus security.
- 5.7 Remain vigilant and react to possible illegal activity, violations of school rules, and safety issues.
- 5.8 Lawfully gather and maintain information regarding criminal gangs and gang activity, illicit drug and narcotic activity, all criminal activity, violations of District operational procedures, violations of the school's discipline policies, all safety and law enforcement related issues, activities that could disrupt normal school operations, and activities which may have a detrimental effect on school or district operations.
- 5.9 Forward all relevant information to the appropriate law enforcement colleagues and the Wa-Hi Principal and/or designee.
- 5.10 Based upon data collected and information learned, plan and execute appropriate prevention/intervention/suppression/enforcement activities.
- 5.11 Establish and maintain a positive, proactive relationship with students, faculty, staff, parents, and community.
- 5.12 Promote positive interaction and communication with students to work towards as safe a campus environment as possible.

5.13 Encourage prescribed standards of conduct and behavior and positive student attitudes.

5.14 Serve as a positive role model for students.

5.15 Provide law enforcement services at student activities and events such as dances, athletic events, and/or other public events, as needed and/or desired by the District.

5.16 Assist with supervision of school events.

5.17 Maintain a professional level of confidentiality at all times as required by the Law Enforcement Code of Ethics.

5.18 Complete and submit written District incident reports (in addition to official police reports) regarding the following activities:

- Criminal Activities,
- Security Concerns,
- Safety Issues,
- Violations of School Rules,
- Violations of District Operational Procedures.

5.19 Complete and submit written District incident reports to the principal or designee in a timely manner. Per state law, the SRO shall not be expected to provide confidential police reports or other confidential law enforcement information to non-law enforcement personnel.

5.20 Maintain a daily activities log; keep records of persons or activities on school property observed during shift.

5.21 Testify in court proceedings, as required.

5.22 Provide information to building administrators concerning unsecured areas noted.

5.23 Submit additional reports, as may be requested/required as part of SRO duties.

5.24 Investigate, and/or assist administrators when appropriate, in investigating:

- Illegal acts,
- Suspicious activities occurring on school property,
- Disturbances

5.25 Conduct investigations (criminal and administrative), question suspects, interview witnesses, interview victims, observe, collect, preserve, and record evidence of crimes and/or security and safety issues.

5.26 At the direction of Wa-Hi administration, provide law enforcement services for staff such as search students and/or vehicles when there is reason to believe that weapons, drugs, or other contraband might be involved. Any searches shall be conducted in a manner consistent with applicable law.

5.27 Apprehend and/or assist in apprehension of individuals committing or suspected of committing crimes on school property.

5.28 Respond to fire alarms and bomb threats. Conduct searches, as needed. Secure buildings.

5.29 Assist administrators to keep unauthorized visitors from buildings, grounds, and meet and interact with students and non-students on, and adjacent to, school property. Respond to reports of intruders. Report unauthorized visitors to Wa-Hi security and principal's office. Deliver Trespass Warning Notices to offenders. Evict unauthorized persons from school facilities.

5.30 Disperse groups as required to maintain order and safety.

5.31 Defuse and de-escalate confrontations and critical situations.

5.32 Participate in student mediation and interventions as may be requested.

5.33 Attempt to locate and recover stolen property.

5.34 Physically intervene and/or use appropriate levels of force when reasonable and necessary per WWSO policy and law. The SRO shall complete appropriate law enforcement documentation for such incidents.

5.35 Provide information to staff and students concerning property protection and safety measures.

5.36 Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, and other topics mutually agreed to by the Sheriff or designee and the Principal or designee.

5.37 Act as a resource person in the area of law enforcement education.

5.38 Provide law enforcement input for school-based security plans, including the coaching of school district security personnel, as well as the review of fencing and security systems. The SRO is not the responsible party for the training nor professional conduct of Wa-Hi security.

5.39 Attend all WWSO mandated training as required.

5.40 Serve as an integral component of the Wa-Hi emergency plan and participate as a member of the school safety committee.

5.41 Make presentations to school-related community groups.

5.42 Coordinate crime prevention activities at Wa-Hi.

5.43 Perform such other duties as mutually agreed upon by the Principal and Sheriff or designees, so long as the performance of such duties are legitimately and reasonably related to the SRO program as described in this Agreement, and so long as such duties

are consistent with state, federal, and local law, and the Vision, Mission, Core Values, and the Code of Ethics, and the policies and procedures of the Walla Walla County Sheriff's Office.

5.44 Review a copy of this Agreement and be responsible for compliance with it, which compliance shall be supervised and enforced by District and the WWSO.

5.45 Not use his or her position, influence, or authority over students to make personal demands upon students unrelated to the purposes of their education or their safety. The SRO shall not become intimately involved with students, shall not engage in or respond to romantic, sexually oriented, or other intimate relations, or activities with students, nor participate in any unethical conversations, behaviors, or conduct with them. If the District should suspect that a SRO has engaged in inappropriate conduct with a student, the District has the authority under this Agreement to prohibit the SRO's presence on District property on or off duty, and the WWSO shall provide a substitute SRO until such time as an investigation is completed and appropriate action taken, if any, with regard to the SRO. The WWSO shall be responsible for completing the appropriate investigation and taking such as employment action as necessary under its own policies and procedures.

5.46 Not participate in the administration of student discipline. The Parties understand and agree that the District has sole responsibility for the administration of student discipline. Although the SRO should bring appropriate matters to Wa-Hi staff, the SRO should not participate in the actual administration of discipline.

## **6. Chain of Command.**

As an employee of the WWSO, the SRO shall follow the chain of command as set forth in the WWSO Policies and Procedure Manual. While on duty, the SRO remains an employee of WWSO, and as such the WWSO has the same supervision of and responsibilities for the SRO as for all law enforcement related activities as other deputies of the WWSO. The SRO is assigned to the Detective Bureau under the supervision of the Detective Sergeant.

The SRO position is unique in that they are also responsible to and acts under the direction of the District Superintendent, the Wa-Hi Principal, and/or their specific designee(s).

At all times the SRO retains full law enforcement authority and discretion.

## **7. Training/Briefing.**

7.1 The SRO may from time to time be required by the WWSO to attend training and briefing sessions. These sessions will be held at the direction of the WWSO.

7.2 Training Sessions will be conducted to provide the SRO with appropriate in-service training such as up-dates in the law, in-service firearm training, and in-service ECD training.



7.3 The SRO shall be required to attend District designated training when requested by the Wa-Hi principal or Superintendent.

7.4 The SRO shall attend staff meetings and/or other District meetings as determined by the Superintendent of Schools.

7.5 The District requests that when possible WWSO trainings do not conflict with the school days but understands that some conflicts are unavoidable (e.g. scheduled Tuesday trainings every eight weeks).

## **8. Dress Code.**

The SRO will wear an official WWSO uniform, which shall be provided at the expense of the WWSO the same as all other deputies; however, plain-clothes civilian attire may be worn on such occasions as may be mutually agreed upon by the Principal and Sheriff or designees.

## **9. Supplies, Equipment and Additional Support Services.**

### **9.1 Obligations of the WWSO and SRO:**

- a. The SRO will maintain a WWSO radio on Law Primary frequency and a WWSO issued cellular telephone on their person at all times while on-duty. The District may also require the SRO to maintain a school radio at times designated by the Principal.
- b. The SRO will provide coordination, development, implementation and evaluation of Wa-Hi security programs.
- c. The WWSO will provide the SRO with a WWSO issued patrol vehicle and all other necessary standard issue law enforcement equipment. The cost of purchasing, maintaining, and repairing equipment shall be borne by the WWSO.
- d. The SRO will coordinate with school administrators, staff, law enforcement agencies, the Prosecuting Attorney's Office, and the Courts for the benefit of peace and order at Wa-Hi.

### **9.2 Obligations of the District:**

- a. The District shall provide the SRO the following materials and facilities necessary to perform the duties of an SRO as follows:
- b. The District shall provide a dedicated, lockable, private office, which is properly lighted, with a dedicated telephone to be used for general business purposes. Multi-purpose rooms shall not be deemed a sufficient substitute for a private office.
- c. The District will provide the SRO with a climate controlled office space.
- d. The District will provide the SRO's office will have a secure file cabinet for files and records that can be properly locked and secured.

e. The District will provide the SRO's office with a desk with drawers, a desk chair, working table, filing cabinet, and necessary office supplies.

f. The District will make a reasonable effort to provide the SRO with a desktop Microsoft compatible workstation computer. However the SRO will have a WWSO laptop computer. The laptops though are small and designed to be mobile data computers in a police vehicle. They are not designed to be used long term as a desktop workstation, thus a desktop computer, if possible, would be preferred.

## **10. Transporting Students.**

The SRO shall not transport students in his or her vehicle except:

a. When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and

b. When students are suspended and sent home from school pursuant to criminal charges if the student's parent or guardian has refused or is unable to pick-up the child within a reasonable time period and the student is disruptive or disorderly and his/her continued presence on campus is a threat to the safety and welfare of the student, other students, or school personnel, as determined by the SRO or his/her supervisor.

If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the District shall provide transportation for the student.

## **11. Access to Student Education Records**

11.1 School officials shall allow the SRO to inspect and copy any public records maintained by the school, including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except as otherwise allowed by the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C.A. 1232g ("FERPA").

11.2 Under FERPA, the SRO is designated by the school as a "law enforcement unit" and the SRO is considered a "school official" under FERPA in accordance with § 99.31(a)(1)(i)(B). The District has direct control over the SRO's maintenance and use of education records in providing SRO services. Further, the SRO may only use the personally identifiable information from education records for the purposes for which the disclosure was made, e.g., to promote school safety and the physical security of the students. See §§ 99.31(a)(1)(i)(B)(3) and 99.33(a)(2). The SRO is subject to the re-disclosure requirements of FERPA. This means that an SRO who is serving as a "school official" under FERPA may not disclose personally identifiable information from education records to others, including other employees of the WWSO who are not acting as school officials, without consent unless the re-disclosure fits within one of the exceptions to FERPA's consent requirement. The District will list the SRO as school officials in the District's Annual Notification to parents.

11.3 The disclosure of such student records to the SRO without parental consent is also allowed under state/federal statute concerning “the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released” adopted after November 19, 1974. See 34 C.F.R. § 99.31(a)(5)(i)(B) and § 99.38 (a). In order to comply with the requirements of FERPA for release of confidential student records under this provision, the SRO must provide the District with a certification in writing that the information contained in the student records released will not be disclosed to any other party, except as provided under state law, without the prior written consent of the parent of the student.

11.4 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO at their sole discretion that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone’s health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

11.5 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records under FERPA following a reasonable attempt by the District to inform the parents or guardians of the subpoena. See 34 C.F.R. § 99.31(9)(i).

## **12. Term of Agreement.**

The term of this Agreement shall be for twelve (12) months commencing September 1, 2016 and ending August 31, 2017. This Agreement shall automatically renew for a period of ten (10) years absent termination or amendment as described below.

## **13. Consideration.**

In Consideration of the WWSO SRO services provided herein, the District shall pay the County as set forth in Appendix A, attached hereto and incorporated herein by this reference. The County and District will collaborate on identifying and accessing sufficient funding sources to maintain the SRO program at Wa-Hi.

## **14. Manner of Acquiring, Holding or Disposing of Property.**

14.1 Unless otherwise provided herein or agreed to in writing by the Parties, all property acquired by the County during the term of this Agreement related to its performance under this Agreement shall be paid for by the County and shall remain the property of the County upon termination of this Agreement.

14.2 Any property acquired jointly by the County and the District during the term of this Agreement relating to the subject of this Agreement shall, upon termination of this Agreement, be disposed of in such manner as mutually agreed upon by the Parties and in a manner consistent with applicable laws.

## **15. Insurance and Indemnification.**

15.1 The County shall maintain in full force and effect its membership in the Washington Counties Risk Pool during the term of this Agreement for the SRO's performance of his or her law enforcement duties. The County shall notify the District in the event of a change in membership status.

15.2 The County agrees to hold the District, its agents and employees harmless and indemnified from and against any and all claims, suits or causes of action arising from or in any way out of the performance of the duties of the SRO or the SRO Program. Each Party hereto agrees to be responsible and assume liability in the performance of this Agreement for its own wrongful and/or negligent acts or omissions and those of its officers, elected officials, agents, volunteers, and/or employees to the fullest extent allowed by law. In the event that the officials, officers, agents, and/or employees of both the District and the County are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damage, judgments, costs and expenses (including reasonable attorneys' fees).

15.3 Nothing contained in this Article of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

15.4 This Agreement is entered into for benefit of the County, the WWSO, and the District. It shall confer no benefits or rights, direct or indirect, on any third persons. No person or entity other than the Parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of each Party to this Agreement.

15.5 The provisions of this Article shall survive the termination or expiration of this Agreement.

## **16. Termination.**

16.1 Termination for cause: This Agreement may be terminated by either party upon thirty (30) days written notice in the event that the one party has materially breached the terms and conditions of this Agreement.

16.2 Termination without cause: This Agreement may also be terminated, without cause, by either party upon ninety (90) days written notice. In the event this Agreement is terminated, compensation will be made to the County for all services performed under this Agreement up to the specified date of termination. If termination is necessary due to material breach by the WWSO, the District shall be entitled to a prorated refund for each day that the SRO services are not provided because of termination of this Agreement.

## **17. Modifications.**

17.1 This Agreement may be modified only by written amendment signed by both parties. Such amendment shall be subject to the approval of the District, WWSO, and the County.

17.2 The Parties, their agents, and employees will work and cooperate in good faith towards fulfilling the terms of this Agreement. The Superintendent of the District or designee and the Sheriff or designee will administer this Agreement and attempt to resolve any difficulties or questions that may arise during the term of this Agreement.

**18. Non-enforceability of Provisions.**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, unenforceable, void, or illegal shall in no way affect, impair, or invalidate any other provisions or Articles hereof, and such other provisions shall remain in full force and effect. Any provision of this Agreement in direct conflict with any statutory provision of the State of Washington shall be deemed modified to conform to such statutory provision.

**19. Entire Understanding.**

This agreement is the complete and exclusive agreement between the Parties relevant to the purposes described above and supersedes all prior agreements or proposals, oral or written, and all other communications between the Parties relevant to the subject matter of this agreement. Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the County, the Sheriff, and the District.

**20. Survival and Applicable Law.**

Any provision of this Agreement that imposes an obligation that continues after termination or expiration of this Agreement shall survive the term or expiration of the Agreement and shall be binding on the Parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Agreement shall lie in Walla Walla County, Washington.

**21. Waivers.**

Any waiver by the District, the WWSO, or the County of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provision.

**22. Filing.**

Pursuant to RCW 39.34.040 regarding methods of filing Agreements under the Interlocal Cooperation Act, a copy of this Agreement shall be posted on the WWSO website and the District website, or other electronically retrievable public source.

**23. Notices.**

Unless stated otherwise herein, all notices and demands shall be in writing and sent via US Mail or hand delivered to the Parties at their respective business addresses as follows:

To the County:

Walla Walla County Board of County Commissioners  
Attn: Clerk of the Board  
314 West Main Street, Room 203  
P.O. Box 1506  
Walla Walla, WA 99362

To the WWSO:

Walla Walla County Sheriff's Office  
Attn: Sheriff  
240 West Alder Street, Room 101  
Walla Walla, WA 99362

To the District:

Walla Walla Public Schools  
Attn: Superintendent  
364 South Park Street  
Walla Walla, WA 99362

Notices and/or demands shall be sent by registered or certified mail, postage prepaid. Such notices shall be deemed effective three (3) business days, excluding holidays, after mailing or immediately upon being hand delivered to the address specified above.

Approved as to Form this 16<sup>th</sup> day of August, 2016

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 25<sup>th</sup> day of July, 2016. (County)

Attest:

Connie R Vinti  
Connie R. Vinti, Clerk of the Board

James K Johnson  
James K. Johnson, Chairman, District 1

Perry L Dozier  
Perry L. Dozier, Commissioner, District 2

James L Duncan  
James L. Duncan, Commissioner, District 3

*Constituting the Board of County  
Commissioners of Walla Walla County,  
Washington*

Approved as to form for Walla Walla County

Jesse D Nolte  
Jesse D. Nolte, Deputy Prosecuting Attorney

WALLA WALLA COUNTY SHERIFF

By [Signature]  
County Sheriff

WALLA WALLA PUBLIC SCHOOLS

By [Signature]  
Superintendent

By Cindy Meyer  
Board Chair

## APPENDIX A

The District shall pay the County the following amount for each District year of the contract. This Appendix does not include overtime pay as set forth in Paragraph 3 which will be billed separately in accord with the specific provisions of the Agreement.

For the 2016-2017 school year, and each subsequent school year thereafter governed by this Agreement, the District shall pay the County a sum equal to seventy-five percent (75%) of the assigned Deputy SRO's gross salary and benefits as determined each year by the assigned SRO Deputy's Collective Bargaining Agreement with the County and the Sheriff.

Payments shall be made to the County in quarterly installments utilizing the District's September 1 to August 31 fiscal year. Payments will be due on November 30, February 28, May 31, and August 31 of each year that this Agreement is in effect.

Except agreed upon overtime compensation that accrues in accordance with Paragraph 3, no other consideration will be required or expected during the term of this Agreement for SRO services provided hereunder. Overtime will be itemized and billed quarterly by the WWSO according to the same payment schedule as outlined above.