

RESOLUTION NO. 3122

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A NEW FIVE-PAGE AGREEMENT BETWEEN SELAH SCHOOL DISTRICT AND CITY OF SELAH REGARDING SCHOOL RESOURCE OFFICER

WHEREAS, there has been a longstanding arrangement between the City and the Selah School District whereby the City provides a School Resource Officer (SRO) to the District in exchange for the District paying an agreed amount to the City via the then-applicable Contract/Agreement; and

WHEREAS, the most-recent Agreement, which is still in effect, was signed on October 23, 2012; and

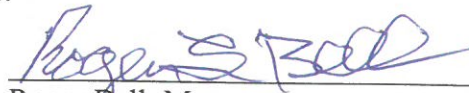
WHEREAS, representatives of the parties recently met and negotiated regarding entering into a replacement Agreement; and

WHEREAS, a new proposed five-page Agreement between Selah School District and City of Selah Regarding School Resource Officer has been drafted, a copy has already been signed by the District's superintendent, and the terms are acceptable to City staff; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be and is authorized to sign the new five-page Agreement between Selah School District and City of Selah Regarding School Resource Officer in the form appended hereto.


PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14<sup>th</sup> day of May, 2024.

  
\_\_\_\_\_  
Roger Bell, Mayor

ATTEST:

  
\_\_\_\_\_  
Kim Grimm, Finance Director (a/k/a Clerk/Treasurer)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Rob Case, City Attorney

**AGREEMENT BETWEEN SELAH SCHOOL DISTRICT AND CITY OF SELAH  
REGARDING SCHOOL RESOURCE OFFICER**

This contractual Agreement Between Selah School District and City of Selah Regarding School Resource Officer (this or the "Agreement") is entered into by and between the governmental entity of the Selah School District (the "District") on the one part, and the municipal government entity of the City of Selah (the "City") on the other part.

**Recitals**

WHEREAS, the parties have had a mutually-beneficial relationship for a period of years including via a three-page contractual Agreement Between the City of Selah and the Selah School District Regarding School Resource Officer (the "Prior Agreement") that was entered into during October 2012, and the parties desire to continue such relationship indefinitely into the future via a new agreement that will be the instant Agreement; and

WHEREAS, the District desires to have a School Resource Officer (an "SRO") assigned to the District, and is willing to enter into this Agreement in order to define the relationship of the parties, to establish the SRO's scope of services, and to obligate the District to pay the City agreed amounts in exchange for the SRO services; and

WHEREAS, the City and its Police Department are willing and able to provide an SRO to the District, and will do so in exchange for the District's payments under this Agreement;

NOW THEREFORE, the parties hereby agree as follows:

**Agreement**

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated by this reference as operative terms of this Agreement, as if each and every Recital is fully set forth within this paragraph 1.
2. **Purposes of Agreement.** This Agreement is intended (a) to enable the District to receive the services of an SRO, with the aim of proactively preventing crime at the District's locations and generally increasing safety and security at the District's locations, (b) to define the relationship of the parties and the SRO's scope of services, and (c) to establish the amounts owed by the District to the City for the SRO services.
3. **Nature of Relationship.** The District and the City are, and will at all times remain, separate and distinct entities. The District shall have no authority or discretion to control the SRO and/or the decisions of the City. Likewise, the City shall have no authority or discretion to control the District, the District's employees and its agents, and/or the District's decisions. No partnership, joint venture, employer-employee relationship, and/or principal-agent relationship exists, or will exist, between the District and the City. Rather, the sole relationship is a contractual relationship governed by this Agreement.
4. **Supervision of the SRO; No Overtime; Resolution of Complaints.** The SRO is, and will at all times remain, exclusively employed by the City and not an employee of the District. The City, via the City's Chief of Police, shall be responsible for directing and supervising the SRO. The SRO shall report directly to the City's Chief of Police and shall otherwise follow the chain of command of the City's Police

Department. The SRO shall work any overtime absent prior approval from his/her supervisor at the City's Police Department. Any complaints, by the District directly or brought to the District's attention, regarding the SRO shall be promptly forwarded to the City's Chief of Police for evaluation and resolution.

5. Assignment of SRO. The City's Police Department shall assign one fully commissioned, uniformed police officer to serve as SRO to the District during the term of this Agreement. The SRO shall possess, and have full access and authority to use, all customary equipment and tools of the Selah Police Department such as handcuffs, firearms and a police vehicle. To the extent possible, the same police officer shall serve as SRO at all times and at all locations, so as to promote familiarity with the District's operations and to build relationships with the District's students, employees and invitees; provided however, an alternate police officer may provide the SRO services when the regularly-assigned SRO is unavailable.

6. Scope of Services. The SRO shall do the following:

- a. To the extent possible, be physically present at, upon, or immediately nearby the District's school locations between 7:00 a.m. and 3:00 p.m., on each day when school is in session during the regular school year, and, more specifically, be physically present at, upon, or immediately nearby each respective school location during the respective times of day when students are arriving in the morning at the school and departing in the afternoon from the school;
- b. Provide patrol and general security, both within a police cruiser and also when necessary on foot, in order to enhance safety and orderly operations at the District's locations; provided however, the SRO shall not be responsible for enforcing general parking lot policies and rules, and instead the SRO's focus with regard to parking lots shall be on operation of motor vehicles and parking violations arising from restricted-use parking stalls (a/k/a disabled parking stalls) and/or from other parking-prohibited locations (such as fire lanes);
- c. Perform all customary law enforcement actions such as taking witness statements, referring victims to assistance, writing reports, detaining suspects, and making arrests. This includes, but is not limited to, coordinating with the District as to scheduling occasional drug-sniffing dog sweeps and/or locker searches;
- d. Provide, when requested, assistance to District employees when they are engaged in disciplining one or more students due to conduct that does not constitute a crime or legal infraction but that does constitute a violation of a student policy or rule; provided however, the SRO shall not directly perform or attempt to perform student discipline and the District shall be exclusively responsible for performing such;
- e. Respect and maintain confidentiality, consistent with applicable law and the District's policies and rules;
- f. Act as the District's liaison to the City and the City's Police Department with regard to all criminal matters, infraction-level matters, and student disciplinary policies and rules;
- g. Establish a good working rapport with the District's students, employees and invitees;
- h. Provide, when requested, educational information to students who are interested in law enforcement generally or as possible career choice;

- i. Maintain an Activity Log of all actions conducted as an SRO; and
- j. Perform, when requested, other similar or related duties that are reasonably connected with the SRO position.

7. Cooperation and Assistance from District. The District shall provide the SRO with a private, lockable office space, which shall be located inside one of the school locations. The District shall also provide the SRO with all customary office supplies, such as a desk, chairs, file cabinet, paper, pens, and electricity. In all regards, the District shall cooperate with and provide general assistance to the SRO.

8. Quarterly Payment for Services; Automatic Annual Increases. The District shall pay the City, for services previously-rendered by the SRO, on a quarterly-annual installment basis with the first installment paid no later than March 31<sup>st</sup> each calendar year, the second installment paid no later than June 30<sup>th</sup> each calendar year, the third installment paid no later than September 30<sup>th</sup> each calendar year, and the fourth installment paid no later than December 31<sup>st</sup> each calendar year. The City shall mail an invoice to the District at least thirty (30) calendar days in advance of each due date.

a. For 2024. For the calendar year of 2024, the total annual amount owed shall be \$52,936.52, and, thus, each quarterly installment payment amount shall be at least \$13,234.13. Because this Agreement will become operative after March 31, 2024, the first installment payment for 2024 shall be fully satisfied by the District within fourteen (14) days of the parties' mutual execution of this Agreement. Moreover, if the District had already submitted payment(s) to the City applicable to the year 2024 under the above-referenced Prior Agreement, then the value of such already-submitted payment(s) shall apply as a credit against the amounts owed by the District for 2024 under this Agreement.

b. Future Years. For the calendar year of 2025 and also for each calendar year thereafter, the annual amount owed shall automatically increase by five percent (5.00%) in comparison to the immediately-preceding calendar year's annual amount, and each corresponding quarterly installment payment amount shall be at least one-quarter (1/4) of the then-applicable full annual amount. Thus, the annual amount owed for 2025 shall be \$55,583.35 (i.e., 105% of \$52,936.52), the annual amount owed for 2026 shall be \$58,362.51 (i.e., 105% of \$55,583.35), the annual amount owed for 2026 shall be \$61,280.64 (i.e., 105% of \$58,362.51), etc.

c. Processing of Payments. All payments shall be mailed to the City's Clerk-Treasurer at City Hall, and the funds received by the City shall be deposited into the City's general fund account (001).

9. Indefinite Term. This Agreement shall become effective following the parties' mutual approvals and executions, and it shall continue in force and effect indefinitely unless and until, if ever, a Notice of Termination is served by one party upon the other party, or, unless and until, if ever, a court of competent jurisdiction or auditing agency directs the parties to terminate the Agreement.

a. Notice of Termination. Either party shall have the unlimited and continuing discretion to serve a Notice of Termination to and upon the other party without necessity of any legal cause and/or breach of contract by the other party, and this Agreement shall terminate no later than thirty (30) calendar days after the date of service of the Notice of Termination.



b. Pro-Rata Payment upon Termination. If this Agreement is terminated on any basis, the District shall be responsible for paying a pro-rata amount to the City equivalent to the number of calendar days during the then-occurring annual quarter that elapsed prior to the termination of the Agreement becoming effective. The District's obligations under this paragraph 9.b. shall survive termination of this Agreement.

10. Savings in Event of Partial Invalidity. In the event that any aspect of this Agreement is adjudged by a court of competent jurisdiction or determined by an auditing agency to be invalid or improper, such portion of the Agreement shall be severed and the remainder shall, if possible, remain in full force and effect.

11. Mutual Indemnification. The District agrees to hold harmless, indemnify and defend at the District's own immediate and continuing burden and expense with a lawyer of the City's choice, the City party and its officers, officials, agents, employees, departments, contracting parties, risk pools, and/or insurers from, against and with respect to any and all claims, demands, damages, awards, fines, penalties, losses, suits, actions, judgments and costs – including but not limited to costs and attorney's fees, and claims by the District itself and/or its own employees or agents of any kind including but not limited to worker's compensation claims or industrial insurance claims – that in any degree arise out of, relate to, are caused by, stem from, and/or are connected with a District action, inaction, omission, process, practice, and/or decision. Likewise, the City agrees to hold harmless, indemnify and defend at the City's own immediate and continuing burden and expense with a lawyer of the District's choice, the District and its officers, officials, agents, employees, departments, contracting parties, risk pools, and/or insurers from, against and with respect to any and all claims, demands, damages, awards, fines, penalties, losses, suits, actions, judgments and costs – including but not limited to costs and attorney's fees, and claims by the City itself and/or its own employees or agents of any kind including but not limited to worker's compensation claims or industrial insurance claims – that in any degree arise out of, relate to, are caused by, stem from, and/or are connected with a City action, inaction, omission, process, practice, and/or decision. The parties' respective obligations under this paragraph 9. shall survive termination of this Agreement.

10. District Remains Responsible for Safety and Security. Despite the existence of this Agreement, the District stipulates, agrees and acknowledges that it remains personally and directly responsible under the law for providing a safe and secure environment for its students, employees and invitees, and also remains personally and directly responsible under the law for providing general safeguarding of the District's property and the property of students, employees and invitees. This Agreement does not, and is not intended to, alter, diminish and/or transfer these legal responsibilities whether in whole or in part.

11. Restrictions as to Providing Police Reports. Despite the existence of this Agreement, the District stipulates, agrees and acknowledges that the SRO, the City and the City's Police Department are subject to legal restrictions with regard to when copies of police reports can be provided to the District, to any student and/or to any parent or guardian, and also with regard to when other law enforcement and investigation information can be shared with the District, any student and/or any parent or guardian. The SRO, the City and the City's Police Department will only provide copies of police reports and/or share information to the extent allowed by law and when consistent with the policies and rules of the City's Police Department.

12. Entire Agreement. The written provisions of this Agreement constitute the entire contractual agreement between the District and the City. The above-specified Prior Agreement is agreed to be, and is, null and void.

13. Notices. Any written notice by a party to another party may be validly served via hand-delivery to a duly-authorized agent of the recipient party, via physical mail sent to a duly-authorized agent of the recipient party, and/or via email to a designated email account for a duly-authorized agent of the recipient party. The parties' initial respective duly-authorized agents, mailing addresses and designated email accounts are as follows:

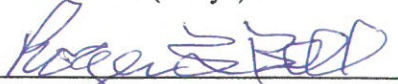
City: City of Selah  
ATTN: Mayor, Roger Bell  
ATTN: City Administrator, Rich Huebner  
City Hall  
115 West Naches Avenue  
Selah, WA 98942  
Email: roger.bell@selahwa.gov  
Email: rich.huebner@selahwa.gov

District: Selah School District  
ATTN: Superintendent, Kevin McKay  
ATTN: Associate Superintendent, Chris Scacco  
316 West Naches Avenue  
Selah, WA 98942  
Email: kevinmckay@selahschools.org  
Email: chrisscacco@selahschools.org

a. Changes and Updates. Either party may specify additional and/or alternate duly-authorized agents, mailing addresses and/or designated email accounts by providing notice to the other party. In addition, the City's duly-authorized agents and designated email accounts shall automatically change and be updated – without necessity of an effectuating notice – whenever one or more of the City's previously-identified agents is replaced by a successor.

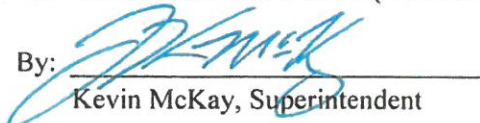
[End of Substantive Terms]

CITY OF SELAH ("City")

By:   
Roger Bell, Mayor  
(following authorization and approval by the City Council)

Dated: 5/14/2024

SELAH SCHOOL DISTRICT ("School")

By:   
Kevin McKay, Superintendent

Dated: 4/23/24

City of Selma  
Macys Ave

Invoice Number	STS PO Number	Description	Invoice Date	CT Amount
November 2, 2023	H	School Resource Office	11/02/2023	R 15,722.00