

INTERLOCAL AGREEMENT

This AGREEMENT is entered into pursuant to chapter 39.34 RCW between the County of Kittitas (“County”) and Ellensburg School District 401 (“District), both municipal corporations of the state of Washington located in Ellensburg, Kittitas County, Washington, whereby the County agrees to furnish the District with the names of qualified Reserve Deputy Sheriff’s for employment by the District and to assist in the supervision of such deputies upon certain stated terms and conditions.

WITNESSETH:

WHEREAS, the District and the County jointly wish to enhance the positive image of law enforcement personnel, provide the safest possible environment at school campuses; and

WHEREAS, the District and County jointly want to restrict gang activity and the availability of drugs, alcohol and tobacco on or near school campuses; and

WHEREAS, the District recognized the peripheral influences outside Ellensburg High School and Morgan Middle School are neither conducive to safety nor to a positive learning environment; and WHEREAS, the District wants to have a visible police presence on or near its campuses and have restraining powers quickly available for dangerous situations involving students and for the “Enhancement of School Security related to Substance Abuse” during the 2008-2009 school year;

WHEREAS, the District wishes to have professionally-trained Reserve Deputy Sheriff’s on its school campuses to satisfy the various goals set for above, as well as to perform various security functions; and

WHEREAS; the County maintains a professionally-trained Law Enforcement Agency, composed of both full-paid and reserve deputies; and

WHEREAS, the District and County recognize that their common goals could be achieved through cooperative efforts; and

WHEREAS, RCW 39.34.030, part of the state interlocal cooperation act, authorizes any two or more public agencies to enter into agreements with one another for joint or cooperative action;

now, therefore, It is hereby AGREED TO by the parties as follows:

1. Purpose. The purpose of this agreement is to enable the County to provide, and the District to receive, the names of qualified Reserve Deputy Sheriff's for possible employment by the District, and to enable the County to assist in the supervision of Reserve Deputy Sheriff's employment by the District.

2. Term. This agreement is for a one-year period covering the 2008-2009 school year. The agreement may be cancelled, however, at any time by either party after giving thirty (30) day written notice to the other party.

3. Services to be provided. The District, working with the County, will clearly define the duties to be performed by the reserve deputy sheriff's employed by the District.

The County will provide the District with the names of qualified Reserve Deputy Sheriff's who wish to apply for employment with the District. The District will screen the applicants and employ those who meet District standards.

School site administrators will train the reserve deputies it selects in the policies and procedures of the District and, through working with the supervising Sheriff's Sergeant, supervise the reserve deputies performance under this agreement. The Reserve Deputy(s) will follow and conform to all school district policies and procedures that do not conflict with the policies and procedures of the Kittitas County Sheriff's office or applicable local, state and federal laws.

4. Employees. For purposes of this agreement, all Reserve Deputy Sheriffs performing services hereunder shall be employees of the County and not the District, and they will be commissioned Reserve Deputy Sheriffs.

Reimbursement to the county shall be at the Rate of \$17.00 per hour of service upon billing to Ellensburg School District.

Liabilities for acts of omission or commission by the reserve deputy(s) which are the result of deficiencies in police-performance training shall be the County.

All other liabilities, any other compensation, injury, sickness, or liability to the public arising from performance of services hereunder, shall be that of the District.

5. Administration of agreement. Each party shall designate an official responsible for the Administration of this agreement and negotiations with regard thereto. In the case of the County, that official shall be the Sheriff or his designee. In the case of the District, that official shall be the Superintendent of Schools or her designee. These officials shall meet from time to time as they deem necessary to discuss the agreement, the performance thereunder and other relevant matters.

6. Hold harmless. Except as otherwise set forth in this agreement, the District agrees to protect, save and hold the County harmless for any and all claims, costs, damages or expenses arising out of or in connection with the use of reserve deputy sheriff's pursuant to this agreement by the District.

7. Amendment. This agreement may be amended through mutual agreement of the parties. Any changes agreed to by the parties must be set out in writing and shall be effective only after a written document is prepared and signed by the parties.

AGREED TO this 10th day of Sept., 2008.

FOR SCHOOL DISTRICT

PJ Davis

COUNTY OF KITTITAS

[Signature]
Sheriff

[Signature]
Chairman

[Signature]
County Commissioner

[Signature]
County Commissioner

[Signature]
Clerk of the Board



Attest:

Approved as to form: [Signature]
Prosecutor 8/18/08