

## AGREEMENT

Between

The WILLAPA VALLEY SCHOOL DISTRICT NO. 160,  
PACIFIC COUNTY (The SHERIFF'S OFFICE),

And

WILLAPA BEHAVIORAL HEALTH (The TEEN ADVOCACY COALITION)

For

SCHOOL AND COMMUNITY PREVENTION CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and among the Willapa Valley School District No. 160, Pacific County (the Sheriff's Office), and Willapa Behavioral Health (Fiscal Agent for the Teen Advocacy Coalition).

WHEREAS, the Willapa Valley School District No.160 (hereafter referred to as "the School District"), the Pacific County Sheriff's Office (hereafter referred to as "the Sheriff's Office"), and Willapa Behavioral Health (hereafter referred to as "WBH") work cooperatively to ensure a safe and secure environment for the youth of this community and agree that it is in the best interest of all parties to assign one (1) School and Community Prevention Consultant (hereafter referred to as "SCPC") to the School District.

WHEREAS, the Sheriff's Office shall designate one (1) regularly employed Deputy to serve as SCPC to the Willapa Valley High School (hereafter referred to as "the High School").

WHEREAS, WBH shall provide funding to compensate the Sheriff's Office for the SCPC's time spent serving at the High School.

NOW Therefore, it is mutually agreed as follows:

### RIGHTS AND DUTIES OF THE SHERIFF'S OFFICE

The Sheriff's Office shall assign the SCPC to the High School for a maximum of five (5) hours per week while school is in session. The SCPC will primarily be present during the High School lunch hour. Additional time may be authorized by WBH, not to exceed a total of 20 hours per week subject to Sheriff's Office approval and provided the SCPC's assistance is not required for other law enforcement activities away from the High School.

In the event that the SCPC is unable to serve for two (2) or more consecutive weeks while the High School is in session, the Sheriff's Office may designate another regularly employed Deputy as an alternate SCPC. The alternate SCPC shall also be held to the terms of this Agreement.

In the event of the resignation, dismissal, or reassignment of the SCPC, the Sheriff's Office shall provide a replacement for the departing SCPC within thirty (30) school days of the notice or decision.

The SCPC shall at all times remain an employee of the Sheriff's Office and shall not be an employee of the School District or WBH. The SCPC shall remain responsive to the supervision and chain of command of the Sheriff's Office which shall be responsible for their hiring, training, discipline, and dismissal. Any allegation of improper SCPC conduct will be referred to the SCPC's immediate supervisor.

All liabilities for the direct payment of wages or salary to the SCPC shall be that of the Sheriff's Office. WBH shall provide a reimbursement to the Sheriff's Office for the portion of the SCPC's wages or salary, at an over-time rate including benefits, responsive to work conducted within the scope of this Agreement. All other forms of compensation, including those for work-related injuries, sickness, and vacation shall be the responsibility of the Sheriff's Office.

#### RIGHTS AND DUTIES OF THE SCHOOL DISTRICT

The School District shall keep the SCPC apprised of pertinent issues, events, High School closures, etc.

The School District shall retain its legal responsibility for the safety and security of the High School, its employees, students, and property. This Agreement does not alter that responsibility.

To initiate a complaint against the SCPC, the School District shall submit a written statement to the Sheriff's Office explaining why the SCPC should be reprimanded or replaced. All Parties hereto shall meet at a mutually convenient time and location to mediate or resolve problems that may exist.

In the event that the School District has cause to believe that the SCPC is not effectively performing in accordance with this Agreement, the School District may direct the Sheriff's Office to have the SCPC removed from the project if mediation with the SCPC's chain of command, WBH, and the School District has failed.

## RIGHTS AND DUTIES OF WBH

WBH shall provide a reimbursement to the Sheriff's Office for the portion of the SCPC's wages or salary responsive to work conducted within the scope of this Agreement. All SCPC project hours worked will be considered overtime and reimbursed at the overtime rate to ensure that the Sheriff's Office maintains proper coverage. The cost of employer contributed benefits will be included in WBH's reimbursement to the Sheriff's Office.

Approval of any SCPC hours worked above the maximum of five (5) hours per week stipulated in this Agreement will be left to WBH's discretion. WBH will not be liable to reimburse the Sheriff's Office for any SCPC hours worked above what has been outlined in this Agreement if prior WBH approval was not given.

WBH shall receive the following from the SCPC: a weekly report of activity, (the template for which shall be provided by WBH), a monthly timesheet (signed by the SCPC's immediate supervisor at the Sheriff's Office, and the High School Principal), and a quarterly in-person update of project progress at a monthly Teen Advocacy Coalition meeting of the SCPC's choosing.

To initiate a complaint against the SCPC, WBH shall submit a written statement to the Sheriff's Office explaining why the SCPC should be reprimanded or replaced. All Parties hereto shall meet at a mutually convenient time and location to mediate or resolve problems that may exist.

In the event that WBH has cause to believe that the SCPC is not effectively performing in accordance with this Agreement, WBH may direct the Sheriff's Office to have the SCPC removed from the project if mediation with the SCPC's chain of command, WBH, and the School District has failed.

## ESSENTIAL FUNCTIONS OF THE SCPC

The SCPC shall provide a uniformed presence at the High School to promote safety and serve as a positive resource.

The SCPC shall establish and maintain a working rapport with the school administrators, staff, and students.

The SCPC shall assist in providing High School-based security during the regular school day and assist in the promotion of a safe and orderly environment at the High School.

The SCPC shall patrol the High School and surrounding areas in order to identify, investigate, enforce, deter, and prevent crime, especially those incidents involving the underage use of tobacco, alcohol, marijuana, and other illegal substances. The SCPC may investigate crimes

which occur on the High School campus, making arrests where appropriate, and making the necessary notifications to parents, school staff, and social service agencies.

The SCPC shall assist in mediating disputes between students, including working with them to solve issues in a non-violent manner.

The SCPC shall not act as a disciplinarian; however the SCPC may assist the High School with discipline problems, and if the problem or incident is a violation of the law, shall determine whether law enforcement action is appropriate. Violations of School District rules shall be turned over to the High School administration.

The SCPC may collaborate with the School District in assuring the development, revision, and dissemination of safe school policies.

The SCPC shall become familiar with community agencies and resources which offer assistance to youth and their families, such as youth job placement assistance, mental health services, drug treatment programs, pro-social activities, etc. The SCPC may make referrals to such resources when appropriate.

The SCPC may attend parent/faculty meetings to solicit support for prevention projects.

The SCPC may make himself/herself available for conferences with students, parents, teachers, and administrators in order to assist with problems of a law enforcement or crime prevention nature.

The SCPC may act as an instructor for specialized, short-term law enforcement related programs at the High School when invited to do so by the School District. The SCPC may be a resource in the area of law enforcement education, speaking in classes on the law, search and seizure, drugs, motor vehicle safety, and other project-applicable topics. The SCPC may participate in and train High School administrators and staff in threat assessment, and critical incident response.

The SCPC may work with the School District and WBH to implement law-enforcement related prevention activities for both students and their families.

The SCPC may perform other duties as mutually agreed upon by the School District, WBH, and Sheriff's Office provided the duties are legitimately and reasonably related to the SCPC project as described in this Agreement. Any additional duties shall be consistent with Federal and State law, local ordinances, and Sheriff's Office/School District policies, procedures, rules, and regulations.

The SCPC shall submit weekly reports to WBH which include information about the number of student contacts made, conflicts mediated, and activities undertaken, in addition to an anecdotal review of any notable observations or other opinions on student behavior, the High School environment, or the project in general. A template for the report shall be provided by WBH.

The SCPC shall submit a monthly timesheet to WBH which shall be signed and approved by both the SCPC's immediate supervisor at the Sheriff's Office, and the High School Principal.

The SCPC shall attend one (1) Teen Advocacy Coalition meeting per quarter to report to the group on the progress of the project. SCPC time spent at these meetings shall not be reimbursed to the Sheriff's Office by WBH and will instead be considered an in-kind donation to WBH by the Sheriff's Office.

#### LIABILITY

All services to be rendered or performed under this Agreement will be performed or rendered entirely at the risk of all Parties hereto. Each Party hereto shall defend, indemnify, and hold harmless the other Parties hereto from and against all claims and expenses arising from or in any way incident to any act or omission pursuant to or under color of this Agreement by said Party, its officers, employees, agents, or contractors. "Claims" as used in this article includes all claims, demands, causes of action, and legal proceedings of any kind, including but not limited to, those alleging bodily injury and/or death, and those alleging damage to property, including loss of use thereof. "Expenses" as used in this Article means all expenses of any kind, and includes attorney's fees.

#### WAIVER AND SEVERABILITY

The waiver of any Party hereto of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same term, covenant, or condition of this Agreement.

If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

#### AMENDMENT, RENEWAL, OR TERMINATION

This Agreement may be amended only upon consent of all Parties hereto. Any amendment shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.

This Agreement may be renewed by the mutual consent of all Parties hereto. Any renewal shall be in writing, signed, and acknowledged by the Parties in the same manner in which it was originally adopted.

This Agreement may be terminated by any of the Parties hereto immediately by written statement of termination directed to the other Parties.

#### TERM OF AGREEMENT

This Agreement shall commence as of March 10th, 2014 and shall terminate as of September 30th, 2014.

THIS AGREEMENT represents the entire understanding of the Parties hereto and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

THIS AGREEMENT shall be effective whether signed by all Parties hereto on the same document or whether signed in identical counterparts.

Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement shall be delivered by certified mail, return receipt requested, or by personal service to:

Scott Johnson, Sheriff  
Pacific County Sheriff's Office  
300 Memorial Drive  
South Bend, WA 98586

Rob Friese, Superintendent  
Willapa Valley School District No. 160  
22 Viking Way,  
Menlo, WA 98561

Geri Marcus, Director  
Willapa Behavioral Health  
300 Ocean Avenue  
Raymond, WA 98577

SIGNATURES ON NEXT PAGE

EXECUTED and APPROVED by the Parties hereto in identical counterparts of this Agreement, each of which shall be deemed an original hereof, on the date set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:

By \_\_\_\_\_  
David Burke, County Prosecutor

COUNTY OF PACIFIC

By \_\_\_\_\_  
Lisa Ayers, Board of Commissioners Chair

ATTESTED:

By \_\_\_\_\_  
Marie Guernsey, Clerk of the Board

WILLAPA VALLEY SCHOOL DISTRICT NO. 160

By \_\_\_\_\_  
Rob Friese, Superintendent

By \_\_\_\_\_  
Tom Walker, School Board President

ATTESTED:

By \_\_\_\_\_  
Bob Caetano, WBH Fiscal Manager

WILLAPA BEHAVIORAL HEALTH

By \_\_\_\_\_  
Geri Marcus, Director