

INTERLOCAL AGREEMENT

BETWEEN THE WINLOCK SCHOOL DISTRICT and THE CITY OF WINLOCK

for

LAW ENFORCEMENT SECURITY

THIS AGREEMENT for law enforcement security services is made and entered into this 20 day of November, 2024, by and between the CITY OF WINLOCK, a Washington municipal corporation, with its principal offices at 323 NE 1st St, Winlock, WA 98596, hereinafter referred to as “Winlock” or “WPD”, and the WINLOCK SCHOOL DISTRICT with its principal offices at 401 NE 1st St., Winlock, WA 98596, hereinafter referred to as “WSD.”

WHEREAS, Chapter 39.34 RCW regarding interlocal cooperation permits local governmental agencies to make more efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage and thereby to provide services and facilities in a manner that best accords with geographic, economic, population or other factors influencing the needs and development of each governmental entity; and

WHEREAS, the City of Winlock and Winlock School District recognize that a uniformed officer on WSD campuses benefits the School District, the City, and the community as a whole; and

WHEREAS, the parties have mutually determined that it would be beneficial to assign one (1) part-time, experienced, specially commissioned Winlock Police Officer (Reserve) to certain schools within the District during the regular school hours and certain special school events during the school year, in order to assist the School District in its educational mission by addressing issues such as juvenile crimes affecting the safety, security, and efficiency of the school system as well as providing for positive interaction with students on a regular basis; and

WHEREAS, it is the intention of the parties to acknowledge that the officer, as all police officers of the City, are subject to the control of the Chief of Police (hereinafter “Chief”) and may be assigned other police duties outside of the normal school year schedule and on a limited basis during the school year for training and on an emergency basis.

WHEREAS, WSD has requested WPD’s assistance in providing such services; and

WHEREAS, WPD is willing to provide such assistance to WSD pursuant to the terms of this agreement (“Agreement”); and

WHEREAS, WSD seeks the partnership between the district (WSD) and police agencies, including the City of Winlock (WPD), to provide law enforcement officers on WSD campuses within WPD’s jurisdiction as scheduled by the Chief;

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, the parties hereby agree as follows:

Section 1. DURATION

The Agreement shall be effective commencing January 1, 2025, and expiring on June 30, 2028, unless mutually extended by the parties in writing.

Section 2. PURPOSE

The purpose and intent of this Agreement is to define and set forth the responsibilities, terms, and duties of the WSD and the WPD as they relate to the police security services to be provided by WPD to WSD.

Section 3. TERMINATION

This Agreement shall terminate as follows:

- 3.1. On June 30, 2028, at 11:59 p.m.; or
- 3.2. On a specific date and time, upon written mutual agreement of Winlock and WSD; or
- 3.3. Winlock may terminate this agreement at any time, without cause, by delivering ten (10) days or more written Notice of Termination to the Superintendent of WSD at WSD Offices during normal business hours, Monday through Friday (holidays excepted). In absence of the Superintendent, such Notice may be served upon any employee at WSD Offices. In the absence of the Superintendent and any employees, then by conspicuously affixing such Notice to the front door of WSD Offices, and by mailing such Notice to WSD, first class, postage prepaid. Said Notice of Termination shall specify the date of termination.
- 3.4. WSD may terminate this agreement at any time, without cause, by delivering ten (10) days or more written Notice of Termination to the Mayor, City Clerk, or Chief of Police of Winlock at Winlock City Hall during normal business hours, Monday through Friday (holidays excepted). In the absence of the Mayor, City Clerk, or Chief of Police, such Notice may be served upon any employee at City Hall. In the absence of the Mayor, City Clerk, and any employees, then by conspicuously affixing such Notice to the front door of Winlock City Hall, and by mailing such Notice to Winlock, first class, postage prepaid. Said Notice of Termination shall specify the date of termination.
- 3.5. This agreement may be renewed only by written agreement approved by both WSD School Board and Winlock City Council.

Section 4. NO SEPARATE LEGAL ENTITY

The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein.

Section 5. NOTICES

All notices, requests, approvals, consents, or other communication, which may be required by this Interlocal Agreement, shall be given as follows:

WINLOCK SCHOOL DISTRICT: Michelle Jeffries, Superintendent
Winlock School District
401 NE 1st St., PO Box 128, Winlock, WA 98596

CITY OF WINLOCK: Brandon Svenson, Mayor
City of Winlock
323 NE 1st St., PO Box 777, Winlock, WA 98596

WINLOCK POLICE DEPARTMENT: Stephen Valentine, Chief of Police
City of Winlock
323 NE 1st St., PO Box 777, Winlock, WA 98596

Section 6. DUTIES OF OFFICER

WPD will assign a uniformed officer to WSD campuses within WPD’s jurisdiction, hereinafter referred to as “WSD Campuses” or “WSD Campus”, to provide security at WSD schools in order to identify, investigate, deter, and prevent crimes, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs, or similar activities;

Section 7. SUPERVISION OF OFFICER

The officer shall remain an employee of WPD and shall not be an employee of WSD. The officer shall remain responsive to the supervision and chain of command of WPD. WPD shall remain solely responsible for the officer’s hiring, training, discipline, or dismissal. Any allegation of improper conduct shall be referred directly to the Chief of Police or Mayor.

Section 8. SCHEDULING OF OFFICER

The City reserves the right to reassign any officer providing services at WSD Campuses at any time in order to meet the law enforcement needs of the City. In the event that the Winlock Police Chief or any other person within the Winlock Police Department chain of command determines, in the Chief’s or other person’s sole discretion, that any officer or officers assigned to WSD Campuses are needed elsewhere to serve the needs of the citizens of Winlock, such officers can be reassigned without notice to WSD and without the requirement to provide replacements.

Section 9. FUNDING

The Officer to be assigned is a reserve officer and who is not paid a salary. No funding shall be granted or paid under the terms of this agreement.

Section 10. NO THIRD-PARTY RIGHTS

The establishment of this program and the execution of this Agreement shall create no-third party rights. In particular, the parties agree by establishing this program, that no past practice has been created with respect to duty assignment, the maintenance of the program, or to otherwise limit the management discretion of WPD. This Agreement further shall not create any third-party

rights to the officer assigned or any other officer of the Winlock Police Department, to the citizens of Winlock School District, or to any other person.

Section 11. INSURANCE AND INDEMNIFICATION

The parties shall separately maintain their own appropriate liability and casualty insurance policies as they, in their sole discretion, deem appropriate. The parties further agree that no indemnification shall be provided for except as specifically set forth below and that the respective liability of the parties to each other and to third persons shall be determined in accordance with the laws of the State of Washington. WSD will protect, defend, indemnify, and hold harmless WPD, its officers, employees, or agents from any and all costs, claims, judgments or awards of damage arising out of or in an any way resulting from negligent acts or omissions of WSD, its officers, employees, or agents. WPD will protect, defend, indemnify, and hold harmless WSD, its officers, employees, or agents from any and all costs, claims, judgments, or awards of damage arising out of or in an any way resulting from negligent acts or omissions of WPD, its officers, employees, or agents. In the event of concurrent liability, the Parties shall have the right of contribution in proportion to the respective liability of each party. Nothing contained in this Section shall be deemed to waive immunities established pursuant to State statute nor to create third-party rights or immunities.

Section 12. INDEPENDENT CONTRACTOR STATUS OF WPD

Both parties understand and agree that WPD is acting hereunder as an independent contractor, with the following intended results:

- 12.1. Control of personnel, standards of performance, discipline and other aspects of performance of the officer shall be governed entirely by WPD;
- 12.2. All persons rendering services hereunder shall be for all purposes employees of WPD;
- 12.3. All liabilities for salaries or wages or any other compensation shall be the responsibility of WPD.

Notwithstanding the above, the parties do not intend to create any “special relationship” or “special duty” by entering into this agreement and the City of Winlock expressly disclaims any guarantee as to the safety or security of persons or property at WSD Campuses, whether or not Winlock police officers are present pursuant to this agreement. The City of Winlock makes no representations or warranties as to such safety or security by entering into this agreement. Specifically, but not by way of limitation, the parties understand and agree that the City of Winlock has no greater duty with regard to the safety and security of persons or property when an officer is present at an WSD Campus than it does with regard to the general public in providing law enforcement services throughout the City.

Section 13. WSD RESPONSIBILITY FOR SAFETY AND SECURITY

Both parties understand and agree that WSD retains its legal responsibility for the safety and security of the school district, its employees, students, and property and that this Agreement does not alter that responsibility.

Section 14. NON-DISCRIMINATION

During the performance of this Interlocal Agreement, the Parties shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age, or the presence of any sensory, mental, or physical handicap.

Section 15. AMENDMENTS

This Interlocal Agreement may be amended by agreement of all Parties, executed in writing and appended to this Agreement.

Section 16. WHOLE AGREEMENT

This is the entire agreement of the Parties. To the extent it is inconsistent with other oral or written communication; this Interlocal Agreement supersedes and replaces it. No other written or oral promise shall be considered to alter or affect this Agreement.

Section 17. GOVERNING LAW

This Interlocal Agreement is to be governed by the laws of the State of Washington, and in the event of litigation, venue shall be in Lewis County Superior Court.

Section 18. REMEDY

Termination of this Interlocal Agreement shall be the sole remedy for breach of this Agreement.

Section 19. FILING

An original of this Interlocal Agreement shall be executed and retained by the Winlock School District, and the Winlock School District will make this Interlocal Agreement available on the Winlock School District website.

IN WITNESS WHEREOF, the PARTIES have caused this Interlocal Agreement to be executed on date and year opposite their respective signatures.

DATED this 20 day of November, 2024. WINLOCK SCHOOL DISTRICT

By: Michelle Jeffries
MICHELLE JEFFRIES, Superintendent

By: Holly M. Orbino
HOLLY ORBINO, Winlock SD Board Chairperson

DATED this ___ day of _____, 20__ . Approved as to form:

_____, # _____

DATED this 27 day of Nov, 2024.

School District Attorney
CITY OF WINLOCK



BRANDON SVENSON, Mayor


DATED this 27 day of Nov, 2024 ATTEST:

By: 
JILL DAVIS, City Treasurer

DATED this 27 day of Nov, 2024. WINLOCK POLICE DEPARTMENT

By: 
STEPHEN VALENTINE, Chief of Police

DATED this 27 day of Nov., 2024. Approved as to form:


MARISSA Y. JAY, # 55593, City Attorney