

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT entered into this 1st day of August, 2010, by and between Mercer Island School District No. 400, hereinafter referred to as the "District" and the City of Mercer Island, a municipal corporation of the State of Washington, hereinafter referred to as the "City."

WHEREAS, the District desires to obtain School Resource Officer Services in an economical and efficient manner; and

WHEREAS, the City has a School Resource Officer Program available within the Police Department; and

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions under which such School Resource Officer Services shall be provided by the City to the District;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed and fulfilled by the respective parties hereto, and other good and valuable consideration, it is mutually agreed as follows:

1. **Purpose.** The purpose of this Agreement is to enable the City to provide and the District to receive, School Resource Officer Services economically and efficiently to the mutual advantage of the parties and the benefit of the community.
2. **Duration/Termination.** This Agreement shall commence on September 1, 2010 and terminate on August 31, 2011, provided that it shall automatically renew for additional one year terms under the same terms and conditions, unless either party gives the other party thirty (30) days written notice of its intent to terminate this agreement.

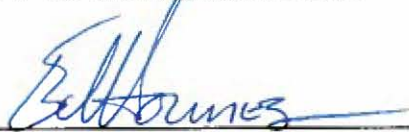
If the contract is terminated as provided in this section, the District shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination, prorated accordingly; and the City shall be released from any obligation to provide such further services pursuant to the Agreement as are affected by the termination.

3. **Services to be Provided.** The City will provide to the District School Resource Officer Services to Mercer Island High School, Crest Learning Center, and Islander Middle School. Services shall include, but not be limited to, counsel, instruction and/or investigations regarding public safety matters and issues.
4. **Payment by District.** For services to be provided during the term of the contract the District shall pay to the City seventeen percent (17%) of the total costs for the School Resource Officer program. One payment shall be made by November 30, of each year.
5. **Employees.** All persons performing service hereunder shall be employees of the City and not the District.
6. **Standard of Performance.** All services performed hereunder by the City shall be performed diligently and competently and in accordance with professional standards.


7. **Nondiscrimination.** The City will not unlawfully discriminate against any employee or applicant under this Agreement because of race, creed, color, sex, sexual orientation, age, national origin, marital status, physical and motor disability, or other circumstances prohibited by federal, state, or local law or ordinance, unless based upon bona fide occupational qualifications. The City will take affirmative action to ensure that such applicants are employed, and that such employees are treated during employment without regard to the race, creed, color, sex, sexual orientation, age, national origin, marital status, physical and other motor disability, or other circumstances prohibited by federal, state, or local law or ordinance. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruiting advertisement, layoff, termination rates of pay or other forms of compensation, selection for training, including any apprenticeship.
8. **Administration of Agreement.** Each party shall designate an official responsible for the administration of this Agreement and negotiate with regard thereto. In the case of the City, that official shall be the Chief of Police. In the case of the District, that official shall be the Superintendent or his designee. These officials shall meet from time to time as they deem necessary to discuss the Agreement, the performance thereunder, and other relevant matters.

Dated the 10th day of January, 2011.

CITY OF MERCER ISLAND

By  _____
Ed Holmes
Chief of Police

MERCER ISLAND SCHOOL DISTRICT NO. 400

By  _____
Dean Mack
Executive Director of Business Services/Human Resources