

SCHOOL RESOURCE OFFICER

INTERLOCAL AGREEMENT

This agreement is made and entered into this 17th day of December, 2014, by and between the SNOHOMISH SCHOOL DISTRICT ("DISTRICT"), and the CITY OF SNOHOMISH ("CITY").

RECITALS

WHEREAS, the City possesses authority to provide law enforcement services pursuant to RCW 35A.11.020 and Snohomish Municipal Code Chapter 2.82 and has contracted for the provision of said services with Snohomish County pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS, it is the intent and desire of the City and School District to provide for the services of a full-time School Resource Officer through the Snohomish County Sheriff's Office to the Snohomish High School Campus; and

NOW THEREFORE, in consideration of the foregoing and the mutual agreements as set forth herein below, it is hereby agreed by and between the School District and the City as follows:

ARTICLE I

Term/Renewal

(A) It is the intent and provision of this Agreement to provide for the full-time services of a School Resource Officer with such services to be rendered at Snohomish High School as more fully described herein below for an initial term commencing on January 1, 2015 and expiring on June 30, 2015, and subject to automatic extensions as provided in I(B) below.

(B) Unless written notice of termination is given as set forth in Article VII below, this Agreement shall automatically renew for additional terms commencing on September 1 and ending on June 30 of each successive year. Provided, however, not less than 60 (sixty) days prior to the end of each term the District Superintendent or designee and the City Manager or designee shall meet to discuss the SRO program and to determine whether there are any mutually agreeable revisions to this Agreement. In the event of revisions, an amendment to this Agreement shall be prepared and brought to the School Board and City Council for action prior to the expiration of the current term.

ARTICLE II

Rights and Duties of the City

The City, through the services of Snohomish County as provided under an Interlocal Agreement between the City and the County, shall provide a School Resource Officer ("SRO") and SRO services as follows:

(A) Training

Under the direction and supervision of the County, and pursuant to the interlocal Agreement between the County and the City, the City agrees to provide all law enforcement related training and equipment necessary to support the SRO consistent with that provided to regular patrol officers in the County Sheriff's Office and SRO programs in the County provided by the Snohomish County Sheriff's Office.

(B) Assignment of School Resource Officer

(1) Under the direction of the Chief of Police, the City shall assign one (1) regularly employed Deputy Sheriff to serve as SRO who shall serve Snohomish High School pursuant to a schedule to be determined in conjunction with the principal of the school, the Superintendent of the School District, the City Manager, and the Chief of Police, which will allow for regular provision of services at said school.

(2) The SRO shall report directly to the dayshift supervisor within the Police Department, who, as the SRO's supervisor, will work with the school administration of the School District in providing for SRO services as set forth herein.

(3) The Chief of Police will select the SRO after taking into consideration input from the District.

(4) The parties agree that pursuant to the Interlocal Agreement between the City and the County, the County will maintain supervisory and operational control over the SRO at all times, and that the County may call the SRO away from assigned duties for mandatory training, emergency, scheduled vacation, legal summons/subpoena, or as deemed necessary for public safety by the on-duty supervisor.

(C) Regular Duty Hours of School Resource Officer

The SRO shall perform a regular workweek of hours with such hours and pay to be based on duties and pay equivalent to a regular Deputy Sheriff. It is agreed and understood that pursuant to clause (D) (2) (d) below, the SRO will from time to time be expected to attend meetings of parents/faculty and school functions on request of a principal.

(D) Duties of School Resource Officer

(1) Instructional responsibilities/duties of SRO

The SRO shall work in conjunction with principals of the aforementioned school and certified instructors to assist in the delivery of instruction in a variety of subject areas, including but not limited to: police and their role in society; laws; juvenile and adult criminal justice systems; career opportunities in law enforcement; drug education; gang resistance education and training; teens, crime, and community; conflict resolution; and other classes as permitted by scheduling and as determined to be appropriate by the police department, respective principals and school staffs. It is agreed and understood that the SRO will perform services on a “guest lecturer” basis and shall do so in conjunction with and under the direction of appropriately certified teaching personnel, or shall provide such services on a co-curricular or extracurricular basis as scheduling permits.

(2) Additional Duties and Responsibilities of the SRO

(a) The SRO shall coordinate his or her instructional activities with principals and staff members so as to allow for the orderly educational process within the school served.

(b) The SRO shall have or develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission.

(c) The SRO shall encourage individual and small group discussions with students based upon material presented in class to further establish rapport with students.

(d) When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.

(e) The SRO shall make him/herself available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or of a crime prevention nature.

(f) The SRO shall be familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school.

(g) The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest and actual or suspected criminal activity at or near the school.

(h) If an SRO plans to interview suspects or victims of a crime, the SRO, to the extent practicable, will advise and work with the Principal to minimize disruptions to the school and other students. District employees will be responsible for making parental notifications of such interviews in accordance with District policies and procedures and

applicable laws. The Principal, or designee, may request that her/she or a designee be present during the interview of a student. The presence of a District employee at an interview of a student regarding a criminal matter shall make the employee subject to subpoena as a witness thereto. In the event an SRO arrests a District student, the SRO shall notify the Principal, or the Principal's designee, as soon thereafter as practical. In the event that the arrested student is a juvenile, the Police Department shall notify the parent or legal guardian pursuant to County policies and procedures. The District may also make notification as necessary under its own policies and procedures.

(i) The SRO may, by way of the exercise of his/her discretion as a commissioned police officer, take law enforcement action as required. As soon as practical, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO shall advise the principal before requesting additional police assistance on campus.

(j) The SRO shall give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.

(k) The SRO shall, whenever possible, participate in and/or attend school functions.

(l) The SRO may be assigned investigations relating to runaways, thefts, or any crime relating to the students attending the school that the SRO serves.

(m) The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall submit reports of an instructional nature as required by the principal or school staff.

(n) The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of Board disciplinary policies and codes and the discipline codes of each school. The SRO shall become familiar with district/school disciplinary codes and standards.

(o) The principal, school administration, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations. The SRO shall then determine whether law enforcement action is appropriate with respect to those activities occurring on school property or at school sponsored functions, and of those consisting of conduct occurring on school premises or school sponsored events which are believed to constitute a misdemeanor or violation or offense relating to deadly weapons, use, possession, or sale of

controlled substances, or a felony offense, it is agreed and understood that the SRO, as an employee of the Police Department, is authorized to receive and appropriately act on any of such foregoing reports.

(p) The SRO is not to be used for regularly assigned lunchroom duties, as hall monitors, or other monitoring duties. If there is a problem in such areas, the SRO may assist the school until the problem is resolved.

ARTICLE III

Rights and Duties of the School District

The School District shall provide the full-time SRO the following materials and facilities deemed necessary for the performance of the SRO's duties with Snohomish High School to be considered the SRO's office facilities as outlined below to be provided at such school:

- (A) Access to a properly lighted private office, which shall contain a telephone that may be used for general business purposes and a District computer for official use, and
- (B) A location for files and records which can be properly locked and secured, and
- (C) A desk with drawers, a chair, work table, filing cabinet, and office supplies.
- (D) Updated copies of District Policies and Procedures

ARTICLE IV

Financial Costs of the School Resource Officer Program

(A) For the 2014 - 2017 school years, the financing costs of the SRO Program will be as follows:

The District is to fund 75% of salary and benefits of the City's total contract costs for a Deputy position provided by the Snohomish County Sheriff's Office, and these costs are shown on **Exhibit A**.

The District is to fund 100% of its proportional start-up costs associated with the appointment of the Deputy to the SRO position, and these costs are shown on **Exhibit A**.

The costs associated with this agreement include the City's total contract costs to maintain a Deputy for the SRO assignment pursuant to the Interlocal Agreement with the County

as it now reads or is hereafter amended. Those costs are inclusive of salary and benefits, and these detailed costs are shown on **Exhibit A**.

The City shall invoice the District for the costs shown in **Exhibit A** in ten (10) equal monthly amounts. Payment by the District to the City shall be due thirty (30) days from the date of invoice.

(B) The annual costs for contracted services shall be increased by the annual rate of adjustment as stipulated in the City's Interlocal Agreement with Snohomish County, and that rate of adjust is currently set in the agreement at 3% per year. The Interlocal Agreement with the County expires December 31, 2016 and any increase in the cost of service therein as a result of renewal shall be automatically incorporated into the Agreement and **Exhibit A**. In the event the Interlocal Agreement between the City and County is not extended beyond December 31, 2016 this agreement may be terminated pursuant to Article VII below.

ARTICLE V

Employment Status of the School Resource Officer

The SRO shall remain an employee of the Snohomish County Sheriff's Office, and shall not be an employee of the School District or the City. The School District and the City acknowledge that the SRO shall operate under the supervision, direction and control of the Snohomish County Sherriff's Office pursuant to the Interlocal Agreement between the City and the County.

ARTICLE VI

Dismissal of School Resource Officer: Replacement

(A) In the event the high school principal determines that the SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent or designee that the SRO assignment be reviewed in the program at the school and shall state the reasons therefore in writing. Within ten (10) working days of receiving the recommendation from the principal, the Superintendent or his/her designee shall advise the City Manager and Police Chief of the principal's request. In the event the Superintendent determines the SRO is not performing his or her duties effectively, the Superintendent shall so advise the City Manager and Police Chief. If the City Manager and Police Chief so desires, the Superintendent and Chief of Police, or their designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within the ten (10) working days referenced above, the problem cannot be resolved or mediated or in the event mediation is not sought by the Chief of Police, then the SRO shall be removed from the program at the school and a replacement shall be assigned.

(B) The Chief of Police may dismiss or reassign an SRO based upon Police Department Rules, Regulations, and/or General Orders and when it is deemed by the City Manager and Chief of Police in the best interest of the citizens of the City of Snohomish.

(C) In the event of the resignation, dismissal, or reassignment of an SRO, the City shall take action to ensure that Snohomish County shall provide a temporary replacement for the SRO within thirty (30) calendar days of receiving written notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, the Police Chief shall recommend a permanent replacement for the SRO position. Provided however, that any temporary replacement shall have the required training and qualifications as outlined in Article II (A) and Article VI (B), above. In the event the SRO position is not filled within thirty (30) days of a vacancy the District shall receive a credit on the annual fee set forth in **Exhibit A** based on a calendar day proration of the total calendar days in the contract term.

ARTICLE VII

Termination of Agreement

In addition to termination in writing thirty (30) days prior to expiration of the annual term hereof as provided in Article I above, this Agreement may be terminated by either party upon ninety (90) days written notice that any party has failed to substantially perform in accordance with the terms and conditions of this Agreement, if the Interlocal Agreement between the City and the County for Police Services is not extended or renewed beyond December 31, 2016 or if either party hereto does not fund the SRO position for any calendar year through the annual budget process. This Agreement may also be terminated without cause by either party upon one hundred eighty (180) days written notice. Termination of this Agreement may only be accomplished as provided herein.

ARTICLE VIII

Notices

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States postal service as regular mail, postage prepaid and addressed as follows:

Superintendent
Snohomish School District
1601 Avenue D
Snohomish, WA 98290

City Manager
City Of Snohomish
116 Union Avenue
Snohomish, WA 98290

ARTICLE IX

Good Faith

The School District, the City Manager, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the City Manager, or their designees.

ARTICLE X

Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

ARTICLE XI

Non-Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the School District and City is obtained.

ARTICLE XII

Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE XIII

Insurance/Hold Harmless

It is understood and agreed that during the term of this Agreement the each party hereto shall maintain errors and omissions and general liability insurance coverage (or self insurance) for all

acts, omissions, and services performed by each party pursuant to this agreement including insurance coverage for claims, suits, damages, fees, or expenses (including cost of defense) arising out of any such acts, omissions, and services.

ARTICLE XIV

Authority/Recording/Posting

The Agreement shall not become effective until the governing bodies for each party shall authorize execution hereof. This Agreement shall be filed as required by RCW 39.34.040.

ARTICLE XV

Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by their duly authorized officers.

CITY OF SNOHOMISH



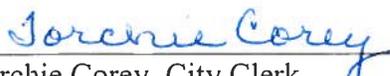
Larry Bauman, City Manager

SNOHOMISH SCHOOL DISTRICT



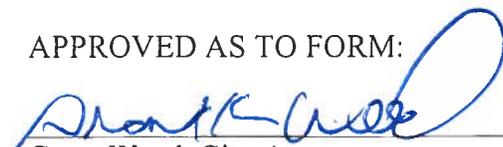
William Mester A. Mester, Ph.D.
Superintendent

ATTEST:



Torchie Corey, City Clerk

APPROVED AS TO FORM:



Grant Weed, City Attorney

Exhibit A

City of Snohomish - Snohomish County Sherriff Office - Snohomish School District

10/21/2014

Proposed SRO - 1 Position at SHS

Inflate 3%

Personnel & Benefits	2015	2016	2017
School Resource Officer Salary	\$ 79,345	\$ 81,725	\$ 84,177
School Resource Officer Benefits	\$ 27,141	\$ 27,955	\$ 28,793
School Resource Officer Overtime	\$ 7,412	\$ 7,635	\$ 7,864
Sub-Total Salary & Benefits	\$ 115,913	\$ 119,331	\$ 122,851

Start Up Costs - Spread 3 years	2015	2016	2017
Start Up \$19,745	\$ 6,582	\$ 6,582	\$ 6,582
Vehicle \$24,575	\$ -	\$ -	\$ -
Sub-Total Start-Up	\$ 6,582	\$ 6,582	\$ 6,582

Annual Operating Costs	2015	2016	2017
School Resource Vehicle Operating Cost	\$ 11,818	\$ 12,173	\$ 12,538
Cellular Phone Service	\$ 459	\$ 473	\$ 487
Contract Administration Services	\$ 177	\$ 182	\$ 188
Phones/PCs/Information Services	\$ 7,278	\$ 7,496	\$ 7,721
Evidence Facility Services**	\$ 1,071	\$ 1,103	\$ 1,136
Records Management Services**	\$ 82	\$ 84	\$ 87
Training Unit / Range	\$ 513	\$ 528	\$ 544
Outside training	\$ 546	\$ 562	\$ 579
Operational Supplies	\$ 1,688	\$ 1,739	\$ 1,791
Sub-Total Annual Operating	\$ 23,632	\$ 24,341	\$ 25,071

Total All SRO Cost Components	\$ 146,127	\$ 150,253	\$ 154,504
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Option 1 - All SRO Cost Components Split

Snohomish School District 75%	\$ 109,595	\$ 112,690	\$ 115,878
City of Snohomish 25%	\$ 36,532	\$ 37,563	\$ 38,626