

INTERLOCAL AGREEMENT
BETWEEN SNOHOMISH COUNTY AND EDMONDS SCHOOL DISTRICT #15
RELATING TO SCHOOL RESOURCE OFFICER SERVICES

THIS INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND EDMONDS SCHOOL DISTRICT #15 RELATING TO SCHOOL RESOURCE OFFICER SERVICES (the "Agreement"), is made and entered into this 28 day of August, 2018, by and between Snohomish County, a political subdivision of the State of Washington (hereinafter "the County") and the Edmonds School District, a municipal corporation of the State of Washington (hereinafter "the District").

WITNESSETH

WHEREAS, The County and the District agree that it is in their mutual best interests to assign a full time School Resource Officer to the Lynnwood High School campus; and

WHEREAS, the County agrees to allocate one full-time deputy sheriff in order to provide school resource officer services to the District; and

WHEREAS, the District agrees to provide funding to offset costs to the County in providing a deputy sheriff to act as School Resource Officer for the days those services are utilized,

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the District agree as follows:

1.0 SCOPE OF SERVICES TO BE PERFORMED

The County will assign one (1) full-time, fully commissioned Snohomish County Deputy Sheriff to act as School Resource Officer (hereinafter "SRO") for the District during the Term of this Agreement. The County Sheriff (or his/her designee) will select the SRO after considering input from the District.

The SRO will assist with the enforcement, investigation and prevention of criminal activity at the District's Lynnwood High School, and will respond to calls for service at other campuses as needed and available. The SRO will patrol assigned campus and facilities during school hours and during District sponsored events as needed, to deter and help address issues that affect the safety and wellbeing of students, staff, and other community members. The SRO will also serve as a positive resource to students, parents and staff and will be available to teach/assist with selected curricula as appropriate. The SRO will participate as a guest speaker on law enforcement or public safety topics, as needed and agreed upon by the District and the County, in each of the District's elementary, middle and high schools within Snohomish County.

The SRO shall not act as a disciplinarian. If the SRO is confronted with a non-criminal violation, such as a school rule violation, the SRO will inform the High School Administrators or the same and assist only for purposes of providing security for school staff member(s) charged with enforcing school rules and providing testimony in a due process hearing. In the absence of a High School Administrator, the SRO may refer the matter to District Administration.

The SRO will assist in mediating disputes on campus, including working with students to help solve disputes in a non-violent manner.

The SRO will participate in the District multi-disciplinary threat assessment team.

The parties agree that the County will maintain 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 Sheriff's Office supervisor. The parties agree that during periods when school is not in session, the County may assign the SRO to other law enforcement related duties within Snohomish County. The parties agree that the scope of this Agreement assumes a traditional 180 day school year and that any significant change in the District's scheduling that results in a school year exceeding 180 days will require a renegotiation of the terms of this Agreement.

All salary, wages and/or other employee compensation for County employees rendering services under this Agreement shall be the responsibility of the County, unless otherwise noted in this Agreement.

The County agrees to provide all law enforcement related training and equipment necessary to support the SRO consistent with that provided to regular patrol deputies in the County Sheriff's Office. However, the District shall provide job specific training to the SRO to include attendance to the Basic SRO Academy, as well as the annual training conference and other job related training deemed necessary. Funding for this specialized training shall be accounted for by the District as directed in the attached financial addendum.

1.1 Interview and Arrest Procedures. If the SRO plans to interview suspects or victims of crime, the SRO, to the extent practicable, will advise and work with the Principal to minimize disruption to the High School and other students. District employees will make parental notification of such interviews in accordance with District policies and procedures and applicable laws. The Principal or designee may request that she/he 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 said employee subject to subpoena as a witness thereto. In the event the SRO arrests a student at the High School, 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 County will notify the parent or legal guardian pursuant to the County's policies and procedures. The District may also make notification as necessary under its own policies and procedures.

1.2 Release of Student Information. Upon request by the County, the District will provide directory information relating to its students, to the extent permitted under District policy and state and federal law. Student information and databases will not be utilized by the SRO or by the County for the enforcement of immigration laws or to obtain family data for the purposes of immigration enforcement.

2.0 PURPOSE

By entering into this Agreement the parties intend merely that the County provide one (1) full time deputy sheriff to be assigned to Lynnwood High School. The County does not intend to assume, nor the District expect it to gain, any greater responsibility or liability than that imposed through the limited nature of this Agreement or than that imposed through the normal provision of law enforcement services to the community.

3.0 COMPENSATION

The District agrees to pay the following amount to the County for the performance of the services set forth in this Agreement:

3.1 The District agrees to pay the sum of One Hundred Three Thousand One Hundred Seven Dollars (\$103,107) for SRO services rendered during the school year 2018-2019.

3.2 The District agrees to pay the sum of One Hundred Six Thousand Two Hundred Dollars (\$106,200) for services rendered during the school year 2019-2020.

3.3 The District agrees to pay the sum of One Hundred Nine Thousand Three Hundred Eight Six Dollars (\$109,386) for services rendered during the school year 2020-2021.

3.4 The County agrees that if the SRO is absent from the District for any reason other than SRO related training, the District shall not be charged for the corresponding time absent. Such periods absent shall be reflected on the County's invoice(s) to the District.

3.5 The District agrees to compensate the County for services rendered under this Agreement outside of the normal 40-hour workweek. The services may include security for athletic events, dances, field trips, or other similar activities. The District shall have the option of using the SRO and/or other fully commissioned Deputy Sheriffs. Compensation for services rendered outside of the 40-hour work week shall be at the County's established overtime cost.

3.6 The parties agree that their respective accounting personnel shall work out an agreeable invoicing schedule. The District shall pay the County within thirty (30) days of receiving a proper invoice. Payment due to the County shall be mailed to:

Snohomish County Sheriff's Office
Fiscal Division
3000 Rockefeller Avenue MS 606

Everett, Washington 98201

4.0 TIME OF PERFORMANCE

This Agreement shall commence on August 1, 2018, or when executed by the parties and either filed with the Snohomish County Auditor or posted on the County's Interlocal Agreements website, whichever date is later, and shall continue through July 30, 2021. The term of this Agreement may be extended or renewed for up to two (2) additional one (1) year terms by written notice from the District to the County. The District acknowledges that SRO services being offered by Snohomish County are contingent upon sufficient legislative appropriation during current and subsequent fiscal years.

The County acknowledges that a significant portion of the District's operating funds come from District levies; that such levies require voter approval; are not stable funding and that a failure or failures of such levies would require the District to review its ability to maintain this and/or other programs.

5.0 TERMINATION

Either party may terminate this agreement for any reason by providing written notice to the other party written notice thirty (30) days prior to the effective date of termination, in which case the District shall compensate the County on a pro-rata basis for costs of services provided during the period the Agreement remains in effect.

Selection. The County and the District will cooperate in the selection of an SRO to perform the services under this Agreement. Officer assignment vacancies likewise will be filled in accordance with this section. During the selection process the County may use the following non-exclusive factors:

a. SRO should be considered capable of conveying a positive police presence on the High School campus and in the community.

b. SRO should have the ability to be a positive resource to the school, staff, students, parents, and residents in the surrounding neighborhood.

c. Within one year of appointment, the SRO shall complete the Basic SRO training course. The SRO should also attend the WA CJTC School Safety Officer Course #6216 as scheduling is available through the state. Both the District and the County are committed to continual professional development training for the Officer.

Removal. If the District has cause to believe that a particular officer is not effectively performing in accordance with this Agreement, the Superintendent or designee may recommend in writing to the County that the Officer be removed from the Program. Within ten business days after receiving the recommendation, the Superintendent or designee will meet with the County Sheriff or designee to discuss the recommendation. If in the opinion of the Sheriff or the

Superintendent, or their designees, the problem cannot be resolved, then the SRO shall be removed from the Program.

The County retains the right to remove or re-assign the appointed Officer as needed. Replacement of the Officer is subject to the above described Selection process.

6.0 DISPUTES

Any factual disputes between the County and the District that relate to this Agreement shall be referred for resolution to the Sheriff, or his/her designee, and the Superintendent of the District, or his/her designee. In the event the dispute cannot be resolved between the parties to each party's mutual satisfaction, the issue shall be submitted to mediation through the Snohomish County Dispute Resolution Center. Both parties agree to utilize this process prior to the institution of any legal action to enforce the terms and conditions of this Agreement. The cost of mediation shall be borne equally by the parties.

7.0 RECORDS

The County shall maintain adequate records to support billings for services set forth in this agreement. Said records shall be maintained for a period of six (6) years after completion of this agreement. The District or its authorized representatives shall have access, during normal working hours, to any County books, documents, papers or records, which directly relate to this agreement.

While school is in session, the County shall provide a monthly report to the District that summarizes the SRO's activities during that previous month.

8.0 LEGAL REQUIREMENTS

Both parties shall comply with all applicable federal, state and local laws in performing this contract.

9.0 APPLICABLE LAW AND VENUE

This Agreement shall be construed under the laws of the State of Washington. Venue of any legal action brought to enforce any of the terms and conditions of this Agreement shall be Snohomish County, Washington.

10.0 PREVAILING PARTY ATTORNEY'S FEES

In any legal action brought to enforce any of the terms and conditions of this Agreement, the prevailing party in said legal action shall be entitled to reasonable attorney's fees and costs incurred.

11.0 NOTICE

Any notice to be given to the COUNTY under this agreement shall be either mailed or personally delivered to:

Snohomish County Sheriff
3000 Rockefeller Avenue MS 606
Everett, Washington 98201

Any notice to the DISTRICT shall be mailed or hand delivered to:

Superintendent
Edmonds School District #15
20420 68th Ave. W
Lynnwood, WA 98036

12.0 ENTIRE AGREEMENT

This document comprises the entire agreement between parties and supersedes any provision not contained herein

In witness whereof, the parties have executed this Agreement.

EDMONDS SCHOOL DISTRICT

Superintendent

DATE _____

SNOHOMISH COUNTY

County Executive

DATE _____

RECOMMENDED FOR APPROVAL

Sheriff

DATE _____

APPROVED AS TO FORM

Deputy Prosecuting Attorney

DATE _____

REVIEWED BY RISK MANAGEMENT

Risk Manager

DATE _____