

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
SUMNER AND THE SUMNER-BONNEY LAKE
SCHOOL DISTRICT NO. 320 FOR SCHOOL
RESOURCE OFFICER (SRO) PROGRAM**

THIS INTERLOCAL AGREEMENT, made and entered into this ____ day of July 2023 by and between the Sumner-Bonney Lake School District NO. 320, a municipal corporation of the State of Washington (hereinafter referred to as the "District") and the City of Sumner, a Washington Municipal Corporation (hereinafter referred to as the "City").

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, 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 and District recognize that a School Resource Officer program benefits both the District and the City; and,

WHEREAS, the parties have mutually determined that it would be beneficial to assign one (1) full-time, experienced, fully commissioned City of Sumner Police Officer as the School Resource Officer (hereinafter referred to as "SRO") for certain District schools within the City including, but not limited to, Sumner High School during regular school hours and for certain special school events throughout the school year, in order to assist the District in its educational mission by responding to, and 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, the District agrees to provide funding to offset costs to the City in specifically assigning the District one full-time, commissioned City of Sumner police officer to serve as SRO; and

NOW, THEREFORE, the City of Sumner, Pierce County, Washington and the Sumner-Bonney Lake School District No. 320, Pierce County, Washington, have entered into this Interlocal Agreement in consideration of the mutual benefits to be derived therefrom and in accordance with the authorization provided by Chapter 39.34 RCW as follows:

1. Purpose

By entering into this Agreement the parties agree that the City shall provide one full-time commissioned City of Sumner police officer to be assigned to the District schools within the City limits of Sumner (the "Designated Schools") and to implement a SRO program in the District for the term of this Agreement. The City does not intend to assume, nor the District expect it to gain, any greater responsibility or

liability than what is specifically addressed in this Agreement or than that imposed through the normal provision of law enforcement services.

The SRO program will:

- a. Discourage drug abuse amongst students;
- b. Discourage criminal activity on school grounds and surrounding neighborhoods;
- c. Provide problem solving and other methods of dispute resolution to students, parents, teachers and neighborhood residents;
- d. Bridge the gap between law enforcement officers and the District's students by encouraging cooperation;
- e. Aid in the reduction of juvenile crime through counseling, teaching about the criminal justice system and taking personal interest in students
- f. Provide law enforcement services to the District as appropriate;
- g. Promote safety at the Designated Schools by providing a uniformed police presence;
- h. Provide education on relevant law enforcement and public safety topics.

2. Term

This agreement shall be for a period of approximately three (3) years, commencing on September 1, 2023 and shall terminate three days after the last day of the 2025-2026 school year, unless terminated earlier as set forth below. This agreement may be renewed thereafter upon the mutual written consent of both parties no later than July 1, 2026. The City may temporarily suspend this agreement for operational necessity, in the sole discretion of the Police Chief, upon thirty (30) days written notice. Either party may terminate this agreement for any reason upon sixty (60) days written notice. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by midnight of the third day following the date of posting in the United States mail, by certified mail,

3. Force Majeure

Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the Contract for a period of thirty (30) days or more.

4. School Resource Officer (SRO) Responsibilities

4.1 Duties of the SRO include but are not limited to the following:

- a. Community problem solving, safety education, and providing a law enforcement presence and resource to students at the Designated Schools;

- b. Enforcement of federal, state and local laws;
- c. Serve as a liaison between school staff, faculty and students;
- d. Confer with school staff on strategies to prevent juvenile delinquency and enhance school safety, and assist in the implementation of those strategies;
- e. Assist in the investigation of crimes committed on or adjacent to the Designated schools' property;
- f. Providing students with social service resources;
- g. Participate in meetings and school activities appropriate to the SRO's role;
- h. Enhance the trust relationship between schools, parents, and police and be a positive police presence;
- i. Occasionally act in an instructional role when presenting legal and safety information to students in a classroom setting;
- j. Issue a written report monthly to the District and the Chief outlining their activities;
- k. Establish and maintain a working rapport with the school administration and staff;
- m. Wear the official City police uniform, including carrying a firearm, with civilian attire being only worn on occasions mutually agreed upon by the District, the SRO and the City's Chief of Police;
- n. Assist in resolving disputes on campuses, including working with students to help them solve disputes in a non-violent manner;
- o. Consistent with State law or other policy or agreement, maintain an activity log to include all SRO activities such as meetings, conferences, extra-curricular activities, events, arrests, investigations, and training;
- p. Perform other duties as mutually agreed upon by the City, SRO and District provided the duty is legitimately and reasonably related to the SRO program and described in writing and is consistent with Federal and State law; local ordinances; and City and District policies, procedures, rules and regulations;
- q. Assist in providing school-based security during the regular-school day and the Extracurricular Events (as defined below and outlined on Exhibit A) and assist in the promotion of a safe and orderly environment at the District (the SRO, however, 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 assist only for the purpose of providing security for the school staff member(s) charged with enforcing school rules. In the absence of an authorized school district employee, the SRO may refer the matter to school administration);
- r. Provide ongoing assessments of school safety.

4.2 The SRO will assist with the enforcement, investigation, and prevention of criminal activity at the Designated Schools, and will respond to calls for service at other campuses as needed and when available. The SRO will patrol the Designated Schools' campuses and facilities during school hours and during Extracurricular Events, as needed, to deter and help address issues that affect the safety and well being 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 relevant public and school safety curriculum as appropriate.

4.3 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 City in the Designated Schools. The parties agree that the City will maintain operational control over the SRO at all times and that the City may call the SRO away from assigned duties for mandatory training (both SRO and general department trainings), emergency responses, legal summons/subpoena, or as deemed necessary for public safety by the on-duty police supervisor. During periods when school is not in session, the City may assign the SRO to other City related duties. The SRO will dedicate at least seventy-five percent (75%) of his/her on-duty time during the school year to the performance of this Agreement. The parties agree that this Agreement assumes a traditional one hundred eighty (180) day school year. The parties agree that if any significant change in the District's scheduling results in a school year exceeding one hundred eighty (180) days or being less than one hundred and eighty days (180) the parties may renegotiate the terms of this agreement, including compensation as applicable, only insofar as they relate to the change in school year length.

4.4 The daily activities of the SRO will be governed by the City's School Resource Officer Standard Operating Procedure, as amended from time to time, which is incorporated herein by reference. In the event of a conflict between this Agreement and the City's School Resource Officer Standard Operating Procedure, the operating procedures shall control.

5. Interview and Arrest Procedures

If the SRO plans to interview a suspect or victim of a crime, the SRO, to the extent practicable, will advise and work with the principal of the school in which the suspect or the victim attends, to minimize disruption to the school and other students. A school principal or his/her designee may request to be present during the interview of a student, however that presence may subject the witness to a legal subpoena as a witness in any ensuing legal action. In the event a SRO arrests a District student, on District property, the SRO shall employ best efforts to notify the school principal or his/her designee as soon thereafter as practical. In the event that the arrested student is a juvenile, the City will make attempts to notify the parent or legal guardian pursuant to City policies and procedures. The District may also make notification as necessary under its own policies and procedures.

6. City Responsibilities

a. To provide one commissioned police officer to be assigned to the District for the entire calendar school year for the term of this agreement. The SRO shall be required to report to the District, in advance where possible, any pre-arranged use of paid vacation leave. Where the SRO is unable to report to work due to a personal or family health emergency or sickness for a period of three (3) consecutive days or more, after the third day, the City agrees to provide back-up coverage of the SRO duties for the day(s) the SRO is unavailable, if possible in light of the City's

- operational needs. For each school day during the term of this agreement, the SRO shall work a 4-10 schedule, between the hours of 06:30 and 16:30 Tuesday through Friday. As part of this Agreement, the City shall also provide one fully commissioned police officer, whether the SRO or another officer, for the after-hours District-sponsored events outlined on Exhibit A (the "Extracurricular Events"). The SRO is a non-essential employee and will not be scheduled to work for the district on any holidays recognized by the City. Should the District require, or request, exclusive SRO or police officer presence at District-sponsored events other than those that occur during regular school hours or specifically identified as Extracurricular Events, the District shall compensate the City for any overtime pay the assigned officer earns in addition to the compensation outlined in Section 7, below.
- b. Provide law enforcement services to the Designated Schools during regular school hours, and during the Extracurricular Events.
 - c. Provide adequate record keeping and reporting, as required by federal, state, and local laws.
 - d. The City will consider the District's requirements, and the requirements of this agreement in selecting the SRO after taking into consideration input from the District.
 - e. All salary, wages, and/or other employee compensation for City employees rendering services under this Agreement shall be the responsibility of the City, except as otherwise addressed in Section 7 of this Agreement.
 - f. 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 City's police department.
 - g. Provide the SRO with a cell phone and laptop computer with accessories.
 - h. The SRO shall remain an employee of the City, and shall not be an employee of the District. The District and the City acknowledge that the SRO shall remain under the direct supervision of the City. The City shall remain solely responsible for the SRO's hiring, training, discipline, or dismissal. Any allegations of improper conduct shall be referred to the SRO's immediate supervisor.
 - i. The cost of overtime as authorized by the City for work not covered within the scope of this agreement.

7. District Responsibilities:

- a. Provide a secure and adequate office, with standard amenities, for the SRO program.
- b. Provide a secure and confidential location for files and records that can be properly locked.
- c. Provide a desk with drawers, a chair, access to a printer, and general office supplies.
- d. Provide District in-service training as applicable.
- e. Provide regular feedback and an annual performance review of the SRO to the Chief.
- f. Provide input in the SRO selection process.
- g. Provide advanced notice to the City of any District-sponsored events that require SRO or police presence, that occur outside the normal school day hours or the

Extracurricular Events.

h. Provide funding for the SRO position, as outlined in Section 7 herein.

8. **Funding**

The District agrees to pay the following amounts to the City for its performance of the services set forth in this Agreement:

8.1 The District agrees to pay the sum of Ninety-Two Thousand Six Hundred Dollars and 00/100 (\$92,600) per year for services to be rendered during the school years (2023-2026). The district will pay semiannually in September and in February during the school year.

8.2 On or before September 30th of every year thereafter during the term of this Agreement, the District shall pay to the City a five percent (5%) annual CPI increase over the prior year's payment.

8.3 The District shall compensate the City for the actual cost of any requested SRO or other officer presence during District-sponsored events that occur outside the regular school day hours or the Extracurricular Events specifically covered by this agreement. Invoicing and payment for said extra coverage shall be pursuant to the information below.

8.4 The parties agree that their respective fiscal staff shall work out an agreeable invoicing schedule. The District shall pay the City within thirty (30) days of receiving an invoice from the City. Payment due to the City shall be mailed to:

City of Sumner
Finance Department
1104 Maple Street Suite 240
Sumner, WA 98390

9. **Records**

The City 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 City books, documents, papers or records which directly relate to this Agreement, except those documents which are exempt from public disclosure as a matter of law.

10. **Request for SRO Removal/Replacement**

If the District has good cause to believe that a particular SRO is not effectively performing in accordance with this Agreement, the District may make a written request to the City that the SRO be removed from the District. Within ten (10) business days after receiving the request, the District Superintendent or designee will

meet with the Police Chief or his/her designee to discuss the removal request. The SRO shall be removed and replaced if, in the opinion of the Superintendent and the City Mayor or their designees, the performance issue cannot be resolved.

11. Prohibition against assignment

Neither this agreement nor any interest therein may be assigned by either party without first obtaining written consent of the other party.

12. Independent Contractor Status of City of Sumner

- a. The City, its employees, representatives, contractors and agents shall perform all duties pursuant to this agreement as an independent contractor. The District shall not control or supervise the manner in which this Agreement is performed nor withhold or pay any taxes on behalf of the City, its employees, representatives, contractors or agents. Personal Liability insurance is the responsibility of the City.
- b. The City certifies they are customarily engaged in the business for which this agreement is written, that they are responsible for filing a schedule of expenses with the Internal Revenue Service on the next applicable filing date, that they have established an account with all state agencies requiring such registration or license, and that they are maintaining a separate set of records reflecting items of income and expense for their business.

13. Identification

- a. Each party to this Agreement shall indemnify, defend and hold the other party and its officers, directors, agents, employees, representatives, vendors, subcontractors and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees, court costs, and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same are caused by any negligent, omission or wrongful act of the indemnifying party. The provisions of this section (Indemnification) shall survive the expiration or earlier termination of this Agreement.
- b. Evidence of insurance or self-insurance coverage will promptly be provided upon request by either party.

14. Drug Free Work Place

The City and the City's employees, representatives, contractors or agents shall perform all the duties pursuant to the Agreement in compliance with the intent of the City's drug free workplace policy.

15. Criminal Activity

- a. The City and the City's employees and agents shall perform all duties pursuant to the Agreement without conviction of any crimes against persons, nor be found in any dependency action by the court in a domestic relations proceeding or in any disciplinary board final decision to have sexually assaulted or exploited a minor or have been convicted of any crime listed in RCW 28A.400.322.
- b. The City shall ensure that the City and City's employees or agents having unsupervised access to children in the performance of this agreement have no prior conviction, civil adjudications or disciplinary board final decisions which indicate that it is inappropriate for these individuals to be working with children. Furthermore, the City shall require the City's employees or agents who have regularly scheduled unsupervised access to children are fingerprinted and checked through the Washington State Patrol (WSP) Criminal Identification System, prior to performing services under this contract.

16. **Property**

Any real or personal property used or acquired by any party to this Agreement in connection with the performance of this Agreement will remain the sole property of such party, and the other parties shall have no interest therein.

17. **Verbal Agreements**

This written agreement constitutes the mutual agreement of the City and the District in whole. No alteration or variation of the terms of this agreement and no oral understandings or agreements not incorporated herein, unless made in writing between parties hereto, shall be binding.

18. **Applicable Law**

- a. This agreement shall be governed by the laws of the State of Washington. Venue for any legal action shall be proper only in Pierce County Washington.
- b. The City shall comply, where applicable, with the contract work hours and safety standards act and collective bargaining agreements, and any other federal and state statutes, rules, and regulations.

19. **Non-Discrimination**

The Parties agree that, in the course of carrying out the terms of this agreement, they shall not discriminate on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, marital status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability

in its programs and activities.

20. **Confidentiality**

Laws involving confidentiality govern both the District and the City. Both the District and City agree that its employees, subcontractors and others shall maintain the confidentiality of all information provided by the other to the extent authorized to do so by the laws governing each. The federal Family Educational Rights and Privacy Act governs the District and the City understands this Act and other state and federal laws will restrict the issuance of certain information to the City. The District likewise understands that certain intelligence and law enforcement information is to remain confidential and in sole control of the City. Each agency agrees to respect the requirement imposed on the other and in the event of any judicial action being taken to promptly notify the other of any attempt to seek disclosure of information.

21. **Ethical Conduct**

- a. Neither the City nor any employee or agent of the City shall participate in the performance of any duty pursuant to this agreement in which duty such person has participated as an employee of the District and the City shall ensure there are no violations of the Chapter 42.23 RCW Code of Ethics for Municipal Officers-Contract Interests.
- b. Neither the City nor any employee or agent of the City shall participate in the performance of any duty or service in whole or in part under this agreement that is in violation of Ethics in Public Service law in RCW 42.17 A.555 related to use of public office or agency facilities and RCW 41.06.250 prohibiting the use of public resources for political activities.

22. **Disputes**

Any factual dispute between the City and the District that relates to this Agreement shall be referred for resolution to the Mayor, or his/her designee, and the Superintendent of the District, or the Superintendent's 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 Pierce 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.

23. **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.

24. **Notice**

Any notice to be given to the City under this Agreement shall be either certified mailed or personally delivered to:

Mayor
City of Sumner
1104 Maple Street, Suite 240
Sumner, WA 98390

Any notice to be given to the District under this Agreement shall be certified mailed or personally delivered to:

Superintendent
Sumner-Bonney Lake School District
1202 Wood Avenue
Sumner, WA 98390

25. **Legislative Appropriation**

The parties agree that the obligations of the parties are each contingent upon sufficient legislative appropriation being made by each party to support this Agreement during each party's current and subsequent fiscal years. The City acknowledges that a significant portion of the District's operating funds come from District levies, that such levies require voter approval, and that a failure or failures of such levies could require the District to review its ability to maintain this or other programs.

26. **Entire Agreement**

This document comprises the entire agreement between parties and supersedes any provision not contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

In witness whereof, the parties have executed this agreement.

City of Sumner

Mayor

Date

City Administrator

Date

City Attorney

Date

Sumner-Bonney Lake School District No.320

Dr. Laurie Dent
Superintendent

Date

Bang Parkinson
Chief Financial and Operations Officer

Date

Approved as to Form:

Marion Leach
Attorney

Date

Sumner-Bonney Lake School Board Approval: _____
Date

Filed with Pierce County Auditor's Office: _____
Date

EXHIBIT A
EXTRACURRICULAR EVENTS

Any reference to “Extracurricular Events” in this agreement shall mean, and be limited to:

All home Sumner High School football games;
Sumner High School Homecoming;
Sumner High School Prom;
Sumner High School Graduation