AGREEMENT
BETWEEN
PIERCE COUNTY AND THE BETHEL SCHOOL DISTRICT
FOR THE PROVISION OF SCHOOL RESOURCE OFFICER SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between **PIERCE COUNTY**, a political subdivision of the State of Washington ("County") and the **BETHEL SCHOOL DISTRICT** ("District") (together, "Parties") as follows:

WHEREAS, the Bethel School District wishes to enter into an Agreement with the County for the services of School Resource Officers (SRO); and

WHEREAS, Pierce County wishes to support safe school environments for children, parents, teachers, and school administrators; and

WHEREAS, the County has the resources necessary through the Pierce County Sheriff's Department (PCSD) to provide School Resource Officer services to the District.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and the District as follows:

SECTION 1. PURPOSE.

The purpose of this agreement is for the County to provide the District with law enforcement services by and through PCSD.

SECTION 2. DIRECT SERVICES.

The County shall provide the District with the services of four (4) SRO's who shall remain employees of the County, subject to County's policies and procedures. The SRO's range of roles and responsibilities shall include:

A. The provision of non-probationary commissioned Deputies.

B. The authority to investigate criminal conduct and acting swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school including, but not limited to, behaviors such as: trespassing, the possession and use of weapons on campus, and the illegal sale and/or distribution of controlled substances.

C. Fostering educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies.

D. Assisting schools in implementing effective research-based strategies to increase school safety.

E. Being aware of and able to utilize community service contacts that can be helpful in solving problems that arise in the school setting.

F. Serving as the primary contact as a coordinator with other law enforcement personnel.

G. Reviewing images of school bus stop-paddle violations on an overtime basis.

The County shall provide the District with additional services in the form of data collection:

A. The SRO, the SRO Sergeant, the County and the District will work together to ensure the proper data collection and reporting of data regarding calls for law enforcement service and the outcome of each call.

B. The data will be disaggregated by school, by offense type, race, gender, age and students who have individualized education program or plan developed under Section 504 of the Federal Rehabilitation Act of 1973.

C. Data collection shall be maintained by the County and provided to the District on a monthly basis or upon request to the Director of Student Services or upon request by the District.

SECTION 3. PERSONNEL AND EQUIPMENT.

The County shall furnish and supply all labor, supervision, equipment, and supplies in furtherance of this Agreement.

A. Selection of SRO's. The County shall:

1. Select SRO's who possess the desire and ability to work cooperatively with the site administrators, staff and students.

2. Select SRO's who possess communication skills which would enable the officer to function effectively within the school environment.

3. Coordinate a meeting with the Director of Student Services or designee, the SRO supervisor(s) and the SRO to discuss expectations for both parties.

4. Require all SRO's to attend and successfully complete all state mandated school resource officer training, as determined by the County.

B. Evaluation. The SRO's are employees of the County and not employees of the District. The County shall be solely responsible for control of its' personnel, standards of performance, training, discipline and all other aspects of performance by the County's employees while performing services under this Agreement. The Director of Student Services and/or the District's designee may provide the County Sergeant with performance comments and observations concerning the SRO (generally on an annual basis). The County's SRO Sergeant is solely responsible for the SRO's performance appraisal; the building principal's and /or designee's comments will be taken into considerations may or may not be included in the performance appraisal.

C. Supervision. Supervision of the SRO and SRO Sergeant is the sole responsibility of the County.

D. Communication. The Superintendent or designee, and the Pierce County Sheriff or designee, shall communicate on a regular basis regarding the SRO program. In the event that the District's Superintendent or designee has determined, following consultation with the Pierce County Sheriff or designee, that it is in the best interest of the District, the

District shall communicate in writing to the Sheriff or designee a request to replace a SRO. The District will outline the reasons for the requested change. Absent Agreement by the parties to resolve a replacement for a given SRO, the SRO will be replaced within sixty (60) days of the request.

SECTION 4. ADDITIONAL DUTIES AND RESPONSIBILIITES.

A. Duties of the SRO.

1. The purpose of the SRO is to:

   i. Help protect life and property; of the citizens, students of the District, and the community.

   ii. Investigate violations of State and Local laws and ordinances on or near the school campus or involving students.

   iii. Make arrests when appropriate.

   iv. Engage in community-oriented policing.

   v. Work in schools to build positive relationships with students and address crime and disorder problems, gangs, and drug activities affecting or occurring in or around schools.

   vi. Focus on keeping students out of the criminal justice system when possible.

   vii. Not attempt to impose criminal sanctions in matters that are more appropriately handled within the educational system.

2. The SROs shall report to their assigned school for regular school duty on a full-time basis of eight (8) hours on those days and during those hours school is in session.

3. The SRO's supervisor, in consultation with the Director of Student Services, may assign the daily routine of the SRO, provided that the assignment does not conflict with County policies, guidelines, protocols, work rules and/or applicable collective bargaining Agreement.

4. Should the need arise for the SRO to arrest and detain individuals suspected of criminal activity, the SRO will attempt to remain on the school campus and another deputy dispatched to transport said individuals, if a Transport Deputy is available. The County, in its discretion, may require the SROs to leave the school campus and transport the individuals.

5. Upon the request of the Director of Student Services, the SRO shall cooperate with the school's administrators in preparation for and participation in District administrative proceedings, including student suspension and/or expulsion hearings.

6. Time spent by SRO's attending Juvenile Court and/or criminal cases arising from and/or out of their employment as SRO's shall be considered as hours worked under this Agreement.

7. Upon the request of the School District, the SRO's may review images of the District's school bus stop-paddle violations on an overtime basis; the District shall be responsible for any overtime requested by the District for this purpose. The SRO's will make reasonable efforts to review the recorded images within 12 days - after transmission of data indicating a traffic violation is captured by Vendor's technology - to determine whether an infraction occurred; the SRO shall execute a DMV Services Subscriber Authorization form provided by the School District's vendor to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that the School District's vendor ownership data pursuant to the list of permissible uses delineated in the Driver's Privacy Protection Act. 18 U.S.C.2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.

8. In the event of an emergency where one or more of the SRO's are ordered by the Pierce County Sheriff's Department to leave their school duty station during normal duty hours as described above in order to perform other duties for the County the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly compensation paid by the District to the County shall be reduced by the number of hours of SRO service not provided to the District in the alternative, the hours shall be made up in a manner determined by mutual Agreement of the parties. This does not include occasional ancillary emergency response to incidents near the school or where the SRO is in close proximate and is available to assist and where there is no impact or disruption of service. It will not be the practice of the Sheriff's Department to, "order" SRO's to respond.

9. In the event an SRO is absent from work, the SRO shall notify both his/her supervisor in the Pierce County Sheriff's Office and the Director of Student Services for the District. In the event an SRO is absent due to illness or disability for a period of more than five (5) consecutive work days, the Pierce County Sheriff's Department agrees to assign a substitute Deputy to assume and perform the duties of the SRO who is absent from work if so requested by the District. If a substitute Deputy is unavailable the County will provide a credit.

10. The parties understand and agree that the District has sole responsibility for the administration of student discipline. The parties recognize that trained SRO's know when to informally interact with students to reinforce school rules and when to enforce the law.

B. <u>Duties of the District.</u>

1. In each school to which SRO's are assigned the District shall provide the following facilities and materials necessary to perform their duties:

    i. Appropriate office supplies.

    ii. Keys and key card.

    iii. Access to private interview rooms.

iv. A site-based portable radio to permit communications between staff and the SRO and to enable monitoring of staff/campus activities. In the event a site-based radio is not provided, it is the responsibility of the Principal to ensure that acceptable communication protocols are in place.

2. The District reserves the right to use its own security personnel for school business.

3. The District will confirm that each SRO assigned to the District has completed training on the thirteen (13) topics mandated under Washington State law RCW 28A.320.124 within six (6) months of employment as an SRO.

SECTION 5. COST OF SERVICES.

A. Total Costs. The cost for services shall be $17,754 per month per SRO as described in Exhibit A, attached.

B. Billing Procedure. The County shall invoice said District by the 10th of each month for the Service provided for the previous month. The District shall pay the County within thirty (30) days after receipt of said invoice. The District will reimburse the County for the services of four (4) SRO's for the days that the Service is actually provided:

1. for the Initial Term in the amounts contained in the cost sheet provided by the County, a copy of which is attached hereto as Exhibit A, and thereafter,

2. for each Renewal Term in the amounts contained in the cost sheet applicable to the Renewal Term, a copy of which the County will provide to the District at least thirty (30) days prior to commencement of each Renewal Term, provided that in the event County does not provide a cost sheet prior to commencement of any Renewal Term, the previous cost sheet will remain in full force and effect.

The County will bill the district in ten (10) monthly installments. The District acknowledges that the cost of Service set forth in Exhibit A is based on the actual cost of the SRO and the pro-rata actual cost to the County.

The District agrees to reimburse The County for a period of five (5) days for transition of new SRO assignments. The Agreement rate shall be pro-rated for this five (5) day assignment.

C. Payments. Payments shall be made to:

Pierce County Sheriff's Department
Attention: Business Unit
County-District Building, 1st Floor
930 Tacoma Avenue S.
Tacoma, WA 98402

D. Absences. The SRO will not be assigned to duties other than required Departmental training on days when school is in session. If such assignments are unavoidable, the County agrees to reimburse the District, at the SRO's per diem rate, for the time missed.

The County will undertake all reasonable efforts to backfill absences. Credit shall be applied for any absence totaling one (1) business day pertaining to special team training and call outs. Credits shall be applied after five (5) consecutive days for absences pertaining to sick or vacation days.

E. Overtime. The District shall not assume any liability for the direct payment of any salaries, wages, or other compensation to an SRO performing the service provided hereunder. The County shall be responsible for any cost of overtime as authorized by the Sheriff's chain of command of the SRO.

The County will not charge overtime for operations and/or shift extensions. In the event additional backup is required, the County will absorb costs.

The District shall be responsible for any overtime requested by the school district for events or off-duty employment cost; and any overtime authorized by the District will be billed by the County to the District at the actual cost of overtime. Off-duty employment Agreements shall be between the District and SRO. Except as otherwise specified herein, the District shall not be liable for compensation for wages or indemnity to any County employee for injury or sickness arising out of his/her employment of this Agreement.

The School Resource Officer or any Pierce County Deputy is authorized to work any after school event that requires law enforcement presence as requested by the School District. The County shall be reimbursed for the Deputies overtime at the rate established by the School District and in conjunction with the Sheriff's Department. The School District shall provide the details of the events, hours, dates and deputy assigned via the invoice and mailed to the Sheriff's Department as previously described in this Agreement.

SECTION 6. TERM OF CONTRACT AND TERMINATION.

This contract shall be effective September 1, 2025 to June 30, 2026 (the "Initial Term"), at which time this Agreement shall terminate, unless renewed in accordance with the terms hereof.

Provide further, that this Agreement shall automatically renew for successive terms of September 1 to June 30 each (each a "Renewal Term"), unless the District or the County gives written notice to the other party of its intent not to renew and such notice is received by the other party not less than forty-five (45) days prior to the expiration of the Initial Term or the then-current Renewal Term (a "Non-Renewal Notice"). In the event a party provides a non-Renewal Notice, this agreement shall terminate with respect to the County on the last day of the Initial Term or the Renewal Term, as the case may be.

If either party desires, this contract may be amended upon such terms as the parties negotiate or it may be terminated. Either party desiring to amend or terminate this Agreement shall provide written notice to the other party. Any and all modifications must be in writing, signed by each of the parties, and affixed to this Agreement.

SECTION 7. DISPUTE RESOLUTION.

Differences between the District and the County arising under and by virtue of the Agreement documents shall be brought to the attention of the County or District at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. In the event of a dispute between the parties as to the extent of the services and functions to be rendered hereunder, or the minimum level, manner or performance of such service, the determination thereof made by the County shall be final and conclusive; provided, however, that the District may terminate the Agreement in the event that it is dissatisfied with the County's determination.

SECTION 8. INDEMNIFICATION AND DEFENSE.

Each of the Party shall defend, indemnify, and hold the other Party, its elected officers, officials, employees harmless from any and all loss and expense, including but not limited to, claims, suite, judgments, settlements, attorney's fees and costs by reason of any and all claims, and demands upon the other party, its appointed or elected officials or employees for damages because of personal bodily injury, including death, at any time resulting from that party's negligent acts or omissions in the performance of this Agreement.

No Party will be required to defend, indemnify, or hold the other Party harmless if the claim, suits, judgement, settlement, attorney's fees or costs for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, judgements, settlements, attorney's fees or costs result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence.

Each Party agrees that its obligations under this provision include, but are not limited to, any claim, demand, and/or cause of action brought by, or on behalf of, any of its appointed or elected officials or employees or agents. For this reason, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

SECTION 9. NO THIRD-PARTY BENEFICIARY.

The County does not intend by this Agreement to assume any contractual obligations to anyone other than the District, and the District does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and the District do not intend that there be any third-party beneficiary to this Agreement.

SECTION 10. NON-DISCRIMINATION POLICY.

The County and District certify that they are Equal Opportunity Employers. The County shall remain committed to encourage a diverse workforce for SRO's at the District. Both Parties shall comply with all applicable federal, state and local laws, rules and regulations pertaining to nondiscrimination, and that during the performance of this Agreement, no party shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupation qualification in the administration or delivery of services or any other benefit under this Agreement.

SECTION 11. ASSIGNMENT.

Neither the County nor the District shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

SECTION 12. NOTICE.

Any formal notice or communication to be given by the County to the District under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Superintendent of Schools
Bethel School District
516 176th Street East
Spanaway, WA 98387

Any formal notification or communication to be given by the District to the County under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Pierce County Sheriff's Department
County District Building, 1st Floor
930 Tacoma Avenue South
Tacoma, Washington 98402

Either the District or the County giving notice thereof to the other as herein provided may change the name and address to which notices and communications shall be directed at any time by giving written notice to the other party.

SECTION 13. COUNTY AS INDEPENDENT CONTRACTOR.

County is and shall at all times be deemed to be an independent contractor. No portion of this Agreement shall be construed as creating a relationship of employer and employee, or principal and agent, between the District and the County, or any of the County's agents or employees. The County shall retain all authority for rendition of services, standards of performance, control of contracted employee, and other matters incident to the performance of services by the County pursuant to this Agreement.

Nothing in this Agreement shall make any employee of the District an employee of the County, or any employee of the County an employee of the District for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded to employees of the County or of the District by virtue of their employment.

SECTION 14. WAIVER.

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 15. AMENDMENT.

Provisions within this Agreement may be amended with the mutual consent of the Parties hereto. No additions to, or alternation of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both Parties.

SECTION 16. NO REAL PROPERTY ACQUISTION OR JOINT FINANCING.

This Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

SECTION 20. SEVERABILITY.

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 21. CONFLICTS.

In the event of a conflict between this Agreement and any other agreement between the Parties, this Agreement shall govern.

SECTION 22. ENTIRE AGREEMENT.

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

END OF AGREEMENT; SIGNATURE PAGE IMMEDIATELY FOLLOWING.

EXHIBIT A
PIERCE COUNTY SHERIFF
SCHOOL RESOURCE OFFICER SERVICE RATES

BETHEL SCHOOL DISTRICT 2025-2026

SERVICE	TITLE	NUMBER	MONTHLY COST	POSITION COST (10 MONTHS)	ANNUAL COST
School Resource Officer	Deputy	4	$ 17,754	$177,540	$ 710,160
Contract Total:		4			$ 710,160

School Board Mtg 5,000
Summer Coverage 34,500
"off duty" ASB Event Security 8,000
"off duty" Stadium Event Security 17,000
$ 774,660

PIERCE COUNTY
CONTRACT SIGNATURE PAGE

Contract # CC-105721

IN WITNESS WHEREOF, the parties have executed this Agreement this 23rd day of October, 2025.

DISTRICT:

DocuSigned by:
Bryan Streleski
5033863A8A4242F...
10/23/2025

Contractor Signature Date

District Director of Athletics & Security

Title of Signatory Authorized by Firm Bylaws

Name: Bryan Streleski

Address: 21818 38th Ave E

Spanaway, WA 98387

Mailing

Address:

Contact Name: Bryan Streleski

Phone: 253-800-4302

Fax:

PIERCE COUNTY:

Approved As to Legal Form Only:

Signed by:
Katie Blinn
61EFE87CDBD643A...
10/23/2025

Prosecuting Attorney Date

Recommended:

Signed by:
Julie Demuth
AA0D6E9ADF3C4AD...
10/23/2025

Finance Date

Approved:

Signed by:
Keith Swank
166D6E7939004AB...
10/23/2025

Department Director Date

(less than $250,000)

Signed by:
Ryan N. Mello
1BD2210628D6495...
10/23/2025

County Executive (*over $250,000*) Date