

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY
AND SULTAN SCHOOL DISTRICT REGARDING
SCHOOL RESOURCE OFFICER SERVICES**

THIS INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND SULTAN SCHOOL DISTRICT #311 REGARDING SCHOOL RESOURCE OFFICER SERVICES (the "Agreement"), made and entered into this 1st day of June 2023, by and between Snohomish County, a political subdivision of the State of Washington (hereinafter "the County"), and Sultan School District #311, a municipal corporation of the State of Washington (hereinafter "the District").

RECITALS

WHEREAS, the purpose of this Agreement is to improve public safety by having the County provide contract School Resource Officer ("SRO") services to the District; and

WHEREAS, pursuant to RCW 28A.320.124, this Agreement formalizes the relationship and the terms by which the County and District will collaborate to reduce the potential for incidents of violence on the school campus, minimize the number of youths formally referred to the juvenile justice system, and foster positive relationships between law enforcement officers, students, and school staff, while promoting a positive and safe learning environment for students.

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:

AGREEMENT

1. SCOPE OF SERVICES

The County will assign one (1) full-time, fully commissioned, Snohomish County Deputy Sheriff to the District to act as School Resource Officer (hereinafter "SRO") at Sultan High School ("District facility") during the Term of this Agreement.

1.1 SRO Responsibilities:

- 1.1.1 The SRO will assist with enforcing, investigating and preventing criminal activity occurring at the school during school hours, and responding to calls for service at other District campuses as needed and available. The SRO will patrol assigned campus and facilities during school hours and during District sponsored events, as needed, to assist maintaining the safety and wellbeing of students, staff, and other community members.

- 1.1.2 The SRO will serve as a positive resource to students, parents and staff and will be available to 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.
- 1.1.3 The parties agree the responsibility for the administration of student discipline shall be the duty of the District. The SRO shall not act as a disciplinarian. Administrative violations are the sole and exclusive responsibility of District school administrators. If the SRO is confronted with an administrative violation, such as a school rule violation, the SRO will inform school administrators and assist only for purposes of maintaining security for school staff member(s) charged with enforcing school rules and providing testimony in a due process hearing. In the absence of a school administrator, the SRO may refer the matter to District Administration.
- 1.1.4 The SRO may assist in mediating disputes on campus, including working with students to help solve disputes in a non-violent manner.
- 1.1.5 The SRO may participate in the District multi-disciplinary threat assessment team.
- 1.2 **SCHEDULING** The SRO will be assigned to District facilities during regular school days and hours. The District understands however, that the SRO's assignment does not prohibit the County from calling 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 will assign the SRO to other law enforcement related duties.
- 1.3 **SRO TRAINING AND EQUIPMENT** The County agrees to provide all state mandated 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. The District shall provide the SRO with additional specialized training. Specialized training for the SRO shall include: attending the National Association of School Resource Officer Basic SRO Academy and/or Advanced SRO Academy, as well as attending the annual NASRO Training Conference, or other SRO related training with prior approval of the District. The District is responsible for costs associated with specialized training.

The County confirms that any SRO assigned to the District has, or will, complete training in all subjects required by RCW 28A.310.515(2). Specifically, the SRO's training will include the following subjects:

- (a) Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
- (b) Child and adolescent development;
- (c) Trauma-informed approaches to working with youth;
- (d) Recognizing and responding to youth mental health issues;
- (e) Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
- (f) Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learner, LGBTQ, immigrant, female, and nonbinary students;
- (g) Local and national disparities in the use of force and arrests of children;
- (h) Collateral consequences of arrest, referral for prosecution, and court involvement;
- (i) Resources available in the community that serve as alternatives to arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
- (j) De-escalation techniques when working with youth or groups of youth;
- (k) State law regarding restraint and isolation in schools, including RCW 28A.600.485;
- (l) The federal family educational rights and privacy act (20 U.S.C. Sec. 1232g) requirements including limits on access to and dissemination of student records for noneducational purposes; and
- (m) Restorative justice principles and practices.

- 1.4 **COMPLIANCE WITH RCW 28A.600.475** The parties agree that exchange of student information shall comply with RCW 28A.600.475.
- 1.5 **COMPLAINTS** If members of the public have a complaint related to the SRO, they should follow the process established by the Snohomish County Sheriff's Office of Professional Accountability.
- 1.6 **DATA COLLECTING AND REPORTING** The County and the District agree to a reporting system that will include oral or written reports, two (2) times per year. The County will provide reports will be due to the District by January 31 and June 30, detailing activities performed by the SROs at the District facility. The reports will include: 1) the total number of SROs assigned to the District by the County and number of days per week that each deputy sheriff works; 2) A description of each incident where an SRO was involved that resulted in student discipline, use of force against a student, or a student arrest; 3) The number of complaints received related to job duties and student interactions filed against the SRO and received by the County. To the extent the information is contained in SCSO records, other information related to the SROs program, as required by State Office of Superintendent of Public Instruction.

The District Superintendent, Sheriff, SRO Supervisor, and/or other appropriate staff will meet to confer on the health and effectiveness of the SRO Program and to review the reports in February and July. To the extent allowed by law, such reporting system may be modified by the mutual written agreement of the parties.

1.7 SELECTION/REMOVAL

1.7.1 Selection. The County and the District will cooperate in the selection of the SRO assigned to perform the services under this Agreement. SRO assignment vacancies likewise will be filled in accordance with this section. The Sheriff shall retain final decision making authority over selection and appointment of the SRO. During the selection process the Sheriff may use the following non-exclusive factors:

1.7.1.1 The SRO should be considered capable of conveying a positive police presence on the school campus and in the community.

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

1.7.2 As soon as possible within one year of appointment, the SRO shall complete the NASRO School Resource Officer Basic Academy. Both the District and the County are committed to continual professional development training for the Officer.

1.7.3 Performance Evaluation. At the end of each school semester, the principal from the school served by SRO shall provide written feedback about the performance of their SRO to the SCSO School Services Unit Supervisor for purposes of the SRO's performance evaluation.

1.7.4 Removal. If the District has cause to believe that the SRO is not effectively performing in accordance with this Agreement, the Superintendent or designee may recommend in writing to the Sheriff that the Officer be removed from the assignment. Within ten (10) business days of receiving the recommendation, the Superintendent or designee will meet with the Sheriff, or designee, to discuss the District's recommendation. If, in the opinion of the Sheriff, or designee, the performance cannot be resolved, then the SRO shall be removed from the Program and replaced in accordance with Section 5.2.

1.7.5 The County retains the right to remove or re-assign the appointed SRO as needed. Replacement of the SRO is subject to the Selection process described in Section 1.7.1.

2. DISTRICT RESPONSIBILITIES The District shall provide the SRO access to a private area, workspace, office or conference room which is properly lighted, with a

telephone and internet access to be used for general business purposes. The private area must also be equipped with a long gun safe and breaching equipment.

3. **COMPENSATION** 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 District agrees to reimburse the County for the performance SRO services set forth in this Agreement:
 - 3.1 For SRO services rendered during the school year 2023-2024, the District agrees to pay the sum of One Hundred Fifty-Five Thousand, Seven Hundred Fifty-Four Dollars (\$155,754).
 - 3.2 For SRO services rendered during the school year 2024-2025, the District agrees to pay the sum of One Hundred Sixty-Two Thousand, Seven Hundred Seventy-One Dollars (\$162,771).
 - 3.3 For SRO services rendered during the school year 2025-2026, the District agrees to pay the sum of One Hundred Sixty-Nine Thousand, Nine Hundred Sixty-Three Dollars (\$169,963).
 - 3.4 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.
 - 3.5 During the school year, the County will send an invoice for services provided under this Agreement to the District on a monthly basis. The District shall remit payment to the County within thirty (30) days of receiving the County's 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
 - 3.6 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.

4. **TERM/TIME OF PERFORMANCE** This Agreement shall commence 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 June 30, 2026. In compliance with RCW 28A.320.1242, the District must annually review and adopt the Agreement, as described in Section 5. 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 comes 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. **ANNUAL REVIEW** The District and the County shall annually review the Agreement using a process that involves parents, students, and community members. If the annual review results in changes to this Agreement, the changes shall be accomplished by amendment. If no change is requested, the District may adopt the Agreement and provide written notice to the County of its adoption no later than the May 31 directly prior to the relevant school year. If the District does not provide written notice of its adoption by May 31, this Agreement shall terminate at the end of the current school year.
6. **TERMINATION** Either party may terminate this Agreement for any reason by providing written notice to the other party 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.
7. **DISPUTES** Any 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.
8. **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.
9. **LEGAL REQUIREMENTS** Both parties shall comply with all applicable federal, state and local laws in performing this contract.

10. INDEMNIFICATION AND INSURANCE

- 10.1 **COUNTY RESPONSIBILITY.** The County shall protect, save harmless, indemnify and defend the District, its elected and appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or County employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the County, its elected or appointed officials, officers, employees or agents, in performance of this Agreement, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the District, its elected or appointed officials, officers, employees or agents.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of District policies, procedures, rules, or regulations. If any cause, claim suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such District policy, procedure, rule, or regulation is principally at issue, the District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the District, the County or both, the District shall satisfy the same, including all chargeable costs and attorney's fees.

- 10.2 **DISTRICT RESPONSIBILITY.** The District shall protect, save harmless, indemnify and defend the County, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or District employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the District, its elected or appointed officials, officers, employees or agents, in performance of this Agreement, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

The County maintains a fully funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property, automobile liability, professional liability, and workers compensation. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. The District acknowledges, agrees and understands that the County is self-funded for all its liability exposures.

11. NO SPECIAL DUTY The parties do not intend to create any “special relationship” or “special duty” by entering into this Agreement. The County expressly disclaims any guarantee as to the safety or security of persons or property at the District’s schools and makes no representations or warranties as to such safety or security by entering into this Agreement. Specifically, the Parties understand and agree that the County has no greater duty with regard to the safety and security of persons or property at the District’s schools than it does with regard to the general public in providing law enforcement services throughout the County. The provisions of this Agreement are for the benefit of the County and District only, and do not create any rights of or duties to any third parties.

12. 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.

13. 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.

14. 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
Sultan School District #311
514 4th Street
Sultan, Washington 98294

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15. 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.



Superintendent

SCHOOL DISTRICT

DATE 6/21/2023

SNOHOMISH COUNTY

County Executive Ken Klein
Executive Director

DATE _____

RECOMMENDED FOR APPROVAL



Sheriff

DATE 06/23/23

APPROVED AS TO FORM ONLY



Deputy Prosecuting Attorney

DATE 6-23-23

REVIEWED BY RISK MANAGEMENT

Risk Manager

DATE _____

COUNCIL USE ONLY	
Approved	<u>7/19/2023</u>
ECAF #	<u>2023-0762</u>
MOT/ORD	<u>Motion 23-278</u>