

**INTERLOCAL AGENCY AGREEMENT
BETWEEN THE
CITY OF STANWOOD AND
THE STANWOOD CAMANO SCHOOL DISTRICT #401
RELATING TO SCHOOL RESOURCE OFFICER SERVICES**

THIS AGREEMENT, made and entered into this 25th day of March 25, 2021, by and between the City of Stanwood, (hereinafter **CITY**), and the Stanwood Camano School District #401, a municipal corporation of the State of Washington (hereinafter **DISTRICT**) regarding School Resource Officer service.

WITNESSETH

WHEREAS, the City and the District agree that it is in the mutual best interest of both parties to assign a full time School Resource Officer (as that term is defined in RCW 28A.320.124(4)) to the schools within the District, and;

WHEREAS, the City of Stanwood has funds to partially offset the costs of hiring a School Resource Officer, and

WHEREAS, the District agrees to provide partial funding towards the aforementioned School Resource Officer position;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1.0 SCOPE OF SERVICES TO BE PERFORMED

A School Resource Officer (hereinafter **SRO**) will be assigned to the **DISTRICT** for the duration of, and subject to the terms of this agreement. The **SRO** will be a full-time, fully commissioned Stanwood Police Officer who is selected by the Police Chief, with the input and approval of the **DISTRICT**.

The **SRO**'s role shall be that of a school resource officer as a teacher, informal counselor, and law enforcement officer. As part of the training, the school resource officer will determine when to informally interact with students to reinforce school rules and when to enforce the law. Notwithstanding anything else contained herein, the **SRO** shall not become involved in formal school discipline situations that are the responsibility of school administrators.

The **SRO** will assist with the enforcement, investigation and prevention of criminal activity at **DISTRICT** schools. The **SRO** will patrol assigned campuses and facilities during school hours and during **DISTRICT** sponsored events 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

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positive resource to students, parents and staff and will be available to teach/assist with selected curricula as appropriate in the various **DISTRICT** campuses with the **CITY** so long as these programs fit within the allotted funding.

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**.

It is agreed that the **SRO** will be controlled operationally by the **CITY** at all times, and that the **CITY** may call the **SRO** away from assigned duties for mandatory training, emergencies, scheduled vacation, legal summons/subpoena, or as deemed necessary for public safety by the on-duty police supervisor. It is agreed that during periods while school is not in session, the **SRO** may be used for other police related duties within the **CITY**. It is agreed that the scope of this contract 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, would require a renegotiation of the terms of this agreement.

The daily activities of the **SRO** will generally be governed by the Snohomish County Sheriff's Office School Resource Officer Standard Operating Policy, which is incorporated herein by reference.

Teachers and school administrators may request the **SRO** to intervene if a student's presence poses an immediate and continuing danger to others or an immediate and continuing threat of material and substantial disruption of the educational process or in other emergency circumstances consistent with School Board Policies 3225P (School-Based Threat Assessment Procedure), 3230 and 3230P (Student Privacy and Searches), and 3432 and 3432P (Emergencies). The **SRO is not required to make a request** before intervening in emergencies.

Per RCW 10.93.160, the **SRO** duties do not extend to immigration enforcement and the **SRO** will not inquire into or collect information about an individual's immigration or citizenship status, or place of birth. Neither will the **SRO** provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law.

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

2.0 PURPOSE

By entering into this agreement the parties intend merely that the **CITY** provide a full-time officer to be assigned to the schools within the **DISTRICT**. The **CITY** 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.

2.1 ADMINISTRATION

No separate legal or administrative entity is being created to administer this agreement. To the extent required by RCW 39.34.030, this agreement shall be administered by the District Superintendent and the Stanwood Police Chief and Stanwood City Administrator. The parties agree to follow the process set forth in Section 6.0 to resolve differences between the parties.

Nothing in this agreement is intended to create any new legal duties between the parties hereto and the public, or to alter any existing legal duties between the parties and the public

3.0 COMPENSATION

The **DISTRICT** agrees to pay the following amounts to the **CITY** for the performance of the services set forth in this agreement to cover the **DISTRICT'S** share of costs associated with the provision of services under this agreement for the school year.

The **CITY** agrees to invoice the **DISTRICT** annually for an amount equal to 75% (seventy-five percent) of the School Resource Officer's salary, benefits and a prorated share of overtime, training and other direct expenses including but not limited to vehicle, uniforms, duty equipment, weapons, ammunition, ballistic vest, radio and cellular phone, as determined by the Interlocal Agreement Between Snohomish County and the City of Stanwood Relating to Law Enforcement Services. This annual service fee will be due and payable no later the 31st of March of each year and will cover the costs associated with the provision of services under this Agreement for that school year.

Payment due to the **CITY** shall be hand delivered or mailed to:

City of Stanwood Finance Department
10220 270th Street NW
Stanwood, WA 98292

3.10 SRO TRAINING AND EQUIPMENT

The **CITY** agrees to provide all law enforcement related training and equipment to the **SRO** including, but not limited to, uniforms, duty equipment, weapons, ammunition, ballistic vest, radio, and cellular phone. The **CITY** agrees to provide a marked patrol vehicle for the **SRO**.

The **DISTRICT** agrees to provide the **SRO** access to photocopy machines, transparency blanks, copy paper, or other materials needed in the performance of the **SRO's** school duties. Should the **DISTRICT** require that the **SRO** utilize specific technology and/or training as a part of the assignment (e.g. **SRO** Officer training), then the **DISTRICT** shall be responsible for providing appropriate training, equipment and access.

The parties agree that, prior to initiating the provision of **SRO** services, the **SRO** shall have received training sufficient to meet the mandate of RCW 28A.320.124(1).

3.20 OFF-DUTY EMPLOYMENT

The **DISTRICT** agrees to compensate the **SRO** under a personal services contract for security services provided outside of the normal work week assigned by the **CITY**. The services may include security for athletic events, dances, field trips, etc. The **SRO** shall be compensated for these events per the prevailing Snohomish County Deputy Sheriffs Association secondary employment rate of pay.

3.30 COMPLAINT RESOLUTION

The Parties shall develop and implement a simple and objective complaint resolution system that complies with **POLICE DEPARTMENT** policies for complaints directly related to the provision of service covered by this Agreement. The complaint resolution system will register concerns regarding the **SRO** or the **SRO** Program, provide for the investigation of registered complaints, and provide for timely communication of the resolution of the complaint to the complainant. The complaint resolution system shall allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the **SRO** consistent with the **SRO's** due process rights and any applicable employment protections subject to the provisions of the Public Records Act. The District will inform all students, parents, guardians, teachers, and administrators of the complaint resolution system at the beginning of each school year.

4.0 TIME OF PERFORMANCE

This agreement shall commence on, or when executed by the parties. The parties agree, however, 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.

5.0 TERMINATION

Either party may terminate this agreement for any reason by providing written notice to the other party 30 days prior to the effective date of termination, in which

case the **DISTRICT** shall compensate the **CITY**, on a pro-rata basis for costs of services provided during the period the agreement was in effect. The pro-rata basis for costs of services shall be based on the 180 contracted days as defined in the Scope of Services. In addition, if this agreement is terminated prior to the completion of the contracted days, the **CITY** will refund to the **DISTRICT** on a pro- rate basis compensation paid for services not received.

6.0 DISPUTES

Any disputes between the **CITY** and the **DISTRICT** which relate to this agreement shall be referred to the Stanwood Mayor or their designee and the Superintendent of the District, or their designee, for resolution. 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 **CITY** shall maintain adequate records to support those services set forth in this Agreement. Said records shall be maintained for a period of six years after completion of this Agreement. The **DISTRICT** or its authorized representatives shall have access, during normal business hours, to **CITY** documents which directly relate to this Agreement.

While school is in session, the **CITY** shall provide a monthly written report to the **DISTRICT**, which summarizes the **SRO'S** activities during that previous month.

8.0 INDEMNIFICATION AND LIABILITY

The **CITY** shall protect, save harmless, indemnify and defend, at its own expense, the **DISTRICT**, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the **CITY'S** performance of this Agreement, including claims by the **CITY'S** employees or third parties, except for those claims, lawsuits or damages caused solely by the negligence or willful misconduct of the **DISTRICT**, its elected and appointed officials, officers, employees, or agents.

The **DISTRICT** shall protect, save harmless, indemnify, and defend at its own expense, The **CITY**, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the **DISTRICT'S** performance of this Agreement, including claims by the **DISTRICT'S** employees or third parties, except for those claims, lawsuits or damages caused solely by the negligence or willful misconduct of the **CITY**, its elected and appointed officials, officers, employees, or agents.

In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the **CITY** and the **DISTRICT**, including claims by the **CITY'S** or the **DISTRICT'S** own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the District and the **CITY**, their officers, officials, employees and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

No liability shall be attached to the **CITY** or the **DISTRICT** by reason of entering into this Agreement except as expressly provided herein.

9.0 LEGAL REQUIREMENTS

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

9.10 APPLICABLE LAW AND VENUE

This Agreement shall be construed under the laws of the State of Washington. Venue of any legal action brought to resolve any dispute or to enforce or interpret any of the terms and conditions of this Agreement shall be in the Superior Court of Snohomish County, Washington.

9.20 PREVAILING PARTY ATTORNEY'S FEES

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

10.00 NOTICE

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

Mayor Elizabeth Callaghan
City of Stanwood
10220 270th Street NW
Stanwood, WA 98292

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

Jean Shumate, Superintendent
Stanwood-Camano School District
26920 Pioneer Highway
Stanwood, WA 98292

11.00 ENTIRE AGREEMENT

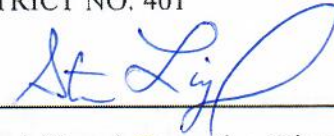
This document comprises the entire agreement between the parties and supersedes any prior written or verbal understandings between the parties.

WHEREFORE, the parties agree to be bound by the terms and conditions set for above. Dated this 25th day of March, 2021.

CITY OF STANWOOD

STANWOOD-CAMANO SCHOOL
DISTRICT NO. 401

Elizabeth Callaghan -
Elizabeth Callaghan (Mar 26, 2021 10:23 PDT)



Elizabeth Callaghan, Mayor


Steve Lidgard, Executive Director of
Business Services

ATTEST:

Sara Robinson

Sara Robinson, City Clerk

Approved as to Form:


Brett Vinson (Mar 26, 2021 10:41 PDT)

City Attorney