

**INTERLOCAL AGREEMENT  
REGARDING SCHOOL RESOURCE OFFICER SERVICES**

This Interlocal Agreement (“Agreement”) is made by and between Stanwood Camano School District No. 401 (“District”), and the City of Stanwood (“City”), collectively (the “Parties”).

Since \_\_\_\_\_, the City has provided School Resource Officer (“SRO”) services to the District through the City’s Police Department (“Department”) to improve school safety and educational climate at the District’s schools.

In consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

**1. Provision of SRO.** The Department will provide a fully commissioned Stanwood Police Officer to serve as a School Resource Officer (SRO) in the District for the duration of, and subject to the terms of this Agreement.

**2. Duration.** This Agreement shall commence on March \_\_, 2022, and terminate on March \_\_, 2023.

The District and the Department will annually review this Agreement using a process that involves parents, students, and community members and determine whether to adopt an updated agreement as appropriate.

**3. Annual Cost Confirmation:** Each year prior to the District publishing its budget and in no event later than seventy-five (75) days prior to the March \_\_, the Department, on behalf of the City, will provide the District’s finance department with the anticipated cost of the SRO program for the upcoming year.

**4. SRO Service Location(s).** Pursuant to this Agreement, the SRO will provide services to the following District schools and facilities: \_\_\_\_\_.

**5. SRO Duties:** The SRO shall serve as safety expert, law enforcer, problem solver, liaison to community resources, and educator/instructor for staff and students. The services provided by the SRO are in addition to the normal police services already provided by the Department. The SRO, when acting under their official capacity as school resource officer, shall not be asked to perform duties restricted under RCW 10.93.160(3). The parties agree that the SRO duties include, but are not limited to:

a. *Uniform:* The SRO will provide a uniformed presence on campus as the Parties agree that this promotes safety and provides a positive resource to the schools and surrounding neighborhoods.

b. *Intervention:* 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.

- c. *Primary Contact:* The SRO will serve as a liaison between the District, its schools, and the Police Department. The SRO will assume primary responsibility for handling calls for service from the Schools and coordinating the response of other police resources. As primary contact, the SRO will establish and maintain a working rapport with District staff and students.
- d. *Resource:* As a problem solver and educator/instructor, the SRO will assist the District in identifying environmental changes that can reduce crime and/or other negative conduct, such as bullying, in or around the Schools. The SRO may be called upon to assist in educating staff and students about crimes in which students are especially likely to be offenders or victims.
- e. *District Policies/Procedures:* The SRO will comply with District policies and procedures to the extent that they do not conflict with the Department's policies and procedures.
- f. *Student Discipline:* The SRO will not act as a disciplinarian, but may assist each of the Schools with discipline problems through the support of conflict resolution and/or restorative justice. If a problem or incident is a violation of the law, the SRO will determine whether law enforcement action is appropriate.
- g. *Meeting/Event Participation:* If requested by the District, the SRO, when available, will participate in school staff meetings, PTA presentations, District committees, and other parent/community programs. The SRO shall make reasonable efforts to be available if requested to attend such events at least seven (7) days in advance.
- h. *Other Duties:* The SRO will perform other duties as mutually agreed upon by the District Superintendent, Police Chief and the SRO, provided the duty is legitimately and reasonably related to the SRO services described in this Agreement and is consistent with applicable law and District policies, procedures, rules and regulations.
- i. *Scheduling:* As resources permit, the SRO will be assigned on a full-time basis, less any scheduled vacation time, sick time, training time, court time, or any other required police-related activity. While District schools are in session, the scheduling of the SRO will be determined by mutual agreement of the District and the Department. The SRO will generally be scheduled to be physically present District schools for not less than twenty (20) hours per week. Should the SRO take vacation while the District is in session, the Department shall provide the District an alternate contact person during the absence of the SRO. If the SRO takes an extended vacation or leave of absence, the Department will arrange for appropriate coverage if the District is in session. It is agreed 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, would require a renegotiation of the terms of this agreement.

## 6. District Responsibilities

- a. *District Cost:* In consideration for the SRO services provided pursuant to this Agreement, the District will pay the City the amount equal to seventy-five percent (75%) of the of the SRO'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.
  - b. *District Trainings:* While the City and Department are responsible for the SRO's training (*see 7, below*), the SRO may attend/access any District-offered training at no expense to the SRO or the Department other than the cost of materials.
  - c. *Notification:* The District will annually submit a copy of this agreement and the information required by RCW 28A.320.1241 to the Office of the Superintendent of Public Instruction.
- 7. SRO Selection.** 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.
- 8. SRO Employee Status.** The SRO shall, at all times, remain a City employee and shall not be an employee of the District. The SRO shall remain responsive to the supervision and chain of command of the Department. The Department shall be responsible for the hiring, training, discipline, and dismissal of the SRO. All liabilities for salaries, wages, any other compensation, and work-related injury or sickness shall be that of the City. The Department shall have the right to utilize the SRO on a full-time basis from the end of the school year to the week immediately before the following school year.
- 9. Additional Work.** 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 Department. The services may include security for athletic events, dances, field trips, etc. The SRO shall be compensated for these events per the prevailing Department secondary employment rate of pay.
- 10. Records.** The Department will maintain adequate records to support of the services set forth in this Agreement for a period of six years after the completion of this Agreement. While the District is in session, the Department shall provide a monthly written report to the District, which summarizes the SRO's activities during the previous month. This report will include the information require by RCW 28A.320.1241(1)(c) and (d).
- 11. Standard of Performance.** All services provided hereunder by the Department shall be performed diligently and competently and in accordance with professional standards. Any allegation of improper conduct by an SRO will be referred to the SRO's immediate supervisor or directly to the Chief of Police.

The Department confirms that any SRO assigned to the District has training series documentation provided under RCW 28A.310.515(4).

**12. Personnel Complaints.** The Department has an existing personnel complaint policy (Cite Applicable Department Policy), which outlines the guidelines for the reporting, investigation and disposition of complaints regarding the conduct of members of the Department. The Department will make this policy available to the District. The Department will work with the District in order to resolve any complaints which the District may receive about a member of the Department. Additionally, people wishing to file complaints may directly contact the Department.

**13. SRO Evaluation.** At the end of each school semester, the principals from the schools served by the SRO shall provide written feedback about the SRO's performance to the District Superintendent, who shall then provide a summary of that information to the Department. The District's feedback shall be considered in the selection of the SRO.

**14. SRO Removal.** In the event a Principal of a District school has cause to believe that the particular SRO is not effectively performing the services under this Agreement, the Principal may recommend to the District and Department that the SRO be removed from the SRO program and replaced. Such recommendation must be in writing and include the reasons why the Principal is requesting the removal and replacement. Within a reasonable period after receiving the recommendation, the Superintendent or designee will meet with the Chief of Police or designee, to resolve the stated issues. If the issues cannot be resolved, in the opinion of both the Superintendent and Chief of Police, or their designees, the SRO will be removed from the SRO program and a replacement SRO will be selected in accordance with this Agreement and any applicable provisions of the Police Union Collective Bargaining Agreement.

**15. Indemnity.**

a. *District:* The District shall defend, indemnify, and hold harmless the City and its officers, officials, employees, volunteers, and agents from any and all claims, injuries, damages, losses, or suits of any nature whatsoever, including attorney fees, relating to, arising out of, or resulting from the acts, errors, or omissions of the District and its officers, employees, volunteers, or agents during the performance of this Agreement, except for claims, injuries, damages, losses, or suits caused by the sole negligence of the City.

b. *City:* The City shall defend, indemnify, and hold harmless the District and its officers, officials, employees, volunteers, and agents from any and all claims, injuries, damages, losses, or suits of any nature whatsoever, including attorney fees, relating to, arising out of, or resulting from the acts, errors, or omissions of the City and its officers, employees, volunteers, or agents during the performance of this Agreement, except for claims, injuries, damages, losses, or suits caused by the sole negligence of the District.

c. *Concurrent Liability:* In the event of liability for claims, injuries, damages, losses, or suits of any nature whatsoever caused by, or resulting from the concurrent negligence of the District and the City and their respective officers, officials, employees, volunteers, and agents, each Party's liability hereunder, including the duty and cost to defend, shall be only to the extent of their own negligence. Each

provision of this section has been mutually negotiated, and this section shall survive the expiration or termination of this Agreement.

- 16. Amendment.** This Agreement may be amended only upon consent of all Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.
- 17. Termination.** Either party may terminate this agreement by providing thirty (30) days advance written notification to the other party of their intent to terminate the agreement. If this agreement is so terminated, the terminating party shall be liable only for performance, in accordance with the terms of this agreement for performance rendered prior to the effective date of termination. In addition, if this agreement is terminated prior to termination date identified in Section 2, above, the city will refund to the District on a pro rata basis compensation paid for services not received.
- 18. Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- 19. Legal Requirements.** Both parties shall comply with all applicable federal, state and local laws in performing this contract.
- 20. Integration Clause.** This Agreement represents the entire understanding of the Parties and supersedes any prior agreement and any oral representations that are inconsistent with or modify its terms and conditions.
- 21. Governing Law/ Venue.** This Agreement shall be interpreted in accordance with the laws of the State of Washington. The venue for any cause of action arising out of this Agreement shall be Snohomish County, Washington.
- 22. Authority.** Each individual executing this Agreement on behalf of the City and the District represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the City or District, respectively.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the \_\_\_\_ of March, 2022.