

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF MUKILTEO
AND MUKILTEO SCHOOL DISTRICT CONCERNING THE
SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT made and entered into by and between the City of Mukilteo, hereinafter referred to as the "City", and Mukilteo School District, hereinafter referred to as the "District". This Agreement shall be effective from September 1, 2021, through August 31, 2024.

WHEREAS, the City and the District believe that the safety of students and staff is of primary importance; and

WHEREAS, the City supports the community policing philosophy and devotes resources to the promotion of programs that are proactive and preventive in nature; and

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the City and the District have participated in a School Resource Officer (SRO) program wherein the City's police officers have been placed in the high school within the City of Mukilteo to help promote student, staff, and public safety in that school; and

WHEREAS, the District wishes to continue to provide funding for the SRO program for Kamiak High School located within the City of Mukilteo in order to help promote public safety in those schools; and

WHEREAS, by virtue of this Agreement, the parties desire to define the SRO program in the District's high school located within the City of Mukilteo;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT, in consideration of the terms, conditions or obligations and mutual benefits of the Agreement, the parties agree as follows:

Section 1: School Resource Officers

- A. Regularly employed City police officers will be assigned by the City to serve as SROs to Kamiak High School. A total of one (1) officer will be assigned to serve as Kamiak High School's SRO, for which the District will pay the City pursuant to this Agreement. SROs will focus upon school safety and security issues of concern in our community. As the SROs patrol school grounds and surrounding communities, they will partner with school administrators to identify, investigate, deter and prevent incidents involving weapons, violence, harassment, intimidation, or other similar activities. In addition, the SROs will serve as a positive resource to students, staff and parents with information, support and problem-solving mediation and facilitation on topics such as: school safety, alcohol and drug trends, gang activity, social media/internet safety, and neighborhood safety issues.

The District and the City confirm that all SROs shall be trained in compliance with RCW 28A.400 as amended by Engrossed Substitute House Bill 1214, and that each SRO will be trained in the following areas, in compliance with RCW 28A.310 as amended by Engrossed Substitute House Bill 1214:

- 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 learners, 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.
- B. The parties agree to follow the requirements for School Resource Officer programs set forth in RCW 28A.320 as amended by Engrossed Substitute House Bill 1214 along with the goals and expectations outlined in the Mukilteo Police Department SRO Handbook which includes the best practices of the National Association of School Resource Officers (NASRO). The SRO Handbook will be reviewed, and updated if necessary, in conjunction with the annual renewal of this agreement through the process described in Section 1, Paragraph G. Pursuant to RCW 28A.320 as amended by Engrossed Substitute House Bill, it is agreed that the City will select the officer to be assigned as an SRO to the high school after consultation with the District. At the end of each school semester, the school principal served by the SRO shall provide written feedback about the performance of the SRO to the administrator supervising the SRO program for the District, who shall then provide that information to the Community Services Sergeant for purposes of the officer's performance evaluation. The City retains the authority to provide the officer's annual performance evaluation pursuant to City contracts, policies and procedures. The District's feedback and City performance evaluation shall be considered in the selection of the officer to be assigned as SRO.
- C. It is intended that an SRO be at an assigned school or schools on the days that school is in session for face-to-face learning, for his/her forty (40) hour work week. If there occurs a time that a school is in session either 100% remotely or in a hybrid remote learning/face-to-face learning environment, it is intended that the District and the City will confer and agree upon a work week appropriate for the specific learning environment. In any of these situations, SROs are expected to be punctual in reporting to their assigned school at the time they are scheduled to begin work unless previously approved by the Community Services Sergeant. SROs are expected to schedule days off and vacations in conjunction with the school calendar. Vacation or elective time off during the school year will be approved on a case-by-case basis by the Community Services Sergeant. If an SRO assigned to Kamiak High School is transferred to the City's Police Department Administrative

Services Division because of extended absence or other circumstances, the City will select an alternate SRO to be assigned to the school within thirty (30) days. In the event the City is experiencing a Police staffing shortage that prevents assignment of an alternate SRO, the parties agree to renegotiate the Agreement as set forth in Section 4.

- D. While school is in session, the SRO's daily schedule will be as mutually agreed upon by the school principal, the SRO and the Community Services Sergeant to maximize the SRO's positive impact on the school community. On scheduled workdays when school is not in session (summer vacation, school breaks, holidays, etc.), the SRO will work on assignments as determined by the Community Services Sergeant.
- E. The City and the District agree to a regular reporting system that will include reports two (2) times per year due to the District by January 31 and June 30, by the City's Police Department detailing activities performed by the SROs at their respective schools. Pursuant to RCW 28A.320 as amended by Engrossed Substitute House Bill 1214, these reports shall include the data required for District reporting to the State Office of Superintendent of Public Instruction ("OSPI"), including:
- The number of SROs assigned to the District by the City and number of days per week that each officer works;
 - 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;
 - The number of complaints related to job duties and student interactions filed against the SRO, received by the City; and
 - Any other information related to SROs known by the City if required by OSPI.

The District Superintendent or designee, Chief of Police, Community Services Sergeant, and other appropriate staff will meet to confer on the health and effectiveness of the Program and to review the reports in January and June. Such reporting system may be modified by the mutual written agreement of the parties.

- F. The City and the District agree to meet twice a year, near the end of each school semester, to discuss the Program and its benefits and shortcomings in an effort to modify the Program to provide the best possible service to the City and the District. These meetings will include the City Mayor and the District Superintendent.
- G. In compliance with RCW 28A.320 as amended by Engrossed Substitute House Bill 1214, the District and the City shall engage in a review of the SRO program with the intent of adopting an agreement for the 2022-23 school year, using a process that involves parents, students, and community members. The resulting 2022-23 agreement shall incorporate at a minimum the requirements set forth in RCW 28A.320 as amended by Engrossed Substitute House Bill 1214.

Section 2: Funding

The District shall pay the following amounts to the City for the SRO services pursuant to this agreement.

2.1 For the 2021-2022 school year, a total of \$117,656.32.

2.2 For the 2022-2023 school year, a total of \$121,186.01.

2.3 For the 2023-2024 school year, a total of \$124,821.59.

The District agrees to compensate the City for services rendered under this Agreement outside of the normal 40-hour work week. 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 City officers for services rendered outside of the 40-hour work week. The District shall compensate the City at the City's established overtime cost. The City will include an itemized list of additional services in the next invoice to the district.

The City agrees that if the SRO is absent from the District for any reason other than SRO related training, the District shall not be charged for the corresponding time absent. The compensation charges to the District shall be reduced by 1/180th of the corresponding amount in paragraphs 2.1, 2.2, or 2.3 above for each day the SRO is absent from the District. Such adjustments shall be reflected on the City's invoice to the District.

In the event, school and/or the District is closed due to unforeseen circumstances and beyond the District's school year closures, compensation charges to the District will be prorated for services prior to the closure.

The parties agree that their respective fiscal personnel shall work out an agreeable invoicing schedule. The District shall pay the City within thirty (30) days of receiving a proper invoice.

Section 3: Liability – Dispute Resolution

- A. It is understood and agreed that this Agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party or individual. No joint venture or partnership is formed as a result of the Agreement. Each party hereto agrees to be responsible and assumes liability for its own acts or omissions, and those of its officers, agents or employees for any incident arising out of or in connection with this Agreement, to the fullest extent required by the law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of multiple parties, any damages allowed shall be assessed in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
- B. No liability shall attach to the City or the District by reason of entering into this Agreement except as expressly provided herein. The parties agree that providing the SROs pursuant to this Agreement is not a representation, warranty, or guarantee of any sort concerning the SROs' ability to fulfill the parties' intent as set forth in Section 1A above. No third parties shall have or claim any rights or benefits under this Agreement and this Agreement shall not be construed to create such rights. This Agreement shall not be construed and is not intended to create any expectation to the Public Duty Doctrine between the parties or with any third party.
- C. Any dispute between the District and the City in regard to this Agreement shall be referred for determination to the City's Mayor, or designee, and the District's Superintendent, or designee, for resolution. The representatives shall work jointly to resolve the dispute.
- D. The City and the District will provide a certificate of insurance or other suitable information verifying said coverages and limits to the other party evidencing the aforementioned coverage. In the alternative either party to this Agreement may fulfill the insurance obligations contained herein by maintaining membership in and coverage provided by a self-

insurance or insurance pooling program pursuant to Chapter 48.62 RCW. In this regard, the parties understand that the party to the agreement who is a member of such program is not able to name the other party as an "additional insured" under its coverage provided by the self-insurance program. An evidence of coverage letter can be provided upon request.

Section 4: Termination – Renegotiation

This Agreement is subject to termination or renegotiation by either party if advance written notice is given by June 1 of each year of the agreement. No lawsuit for damages may be filed by either party against the other party until sixty (60) days after the submission of a claim for damages in accordance with RCW 4.96.010 and RCW 4.96.020.

Section 5: Venue

Venue for any lawsuit arising out of this Agreement shall be Snohomish County, Washington.

Section 6: Entire Agreement

- A. The parties acknowledge that the Prior Agreement dated May 14, 2020 and the Data Sharing Agreement dated September 21, 2020 is hereby in its entirety replaced by this Agreement. Pursuant to Section 4.0 Term of the Prior Agreement, this Agreement shall be effective, and the Prior Agreement and the Data Sharing Agreement shall be terminated, upon execution of this Agreement by each of the parties to the Prior Agreement.
- B. This Agreement constitutes the entire understanding between the parties regarding this subject and no other agreement, oral or otherwise, is in existence or shall be deemed binding upon the parties.
- C. This Agreement may be amended by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

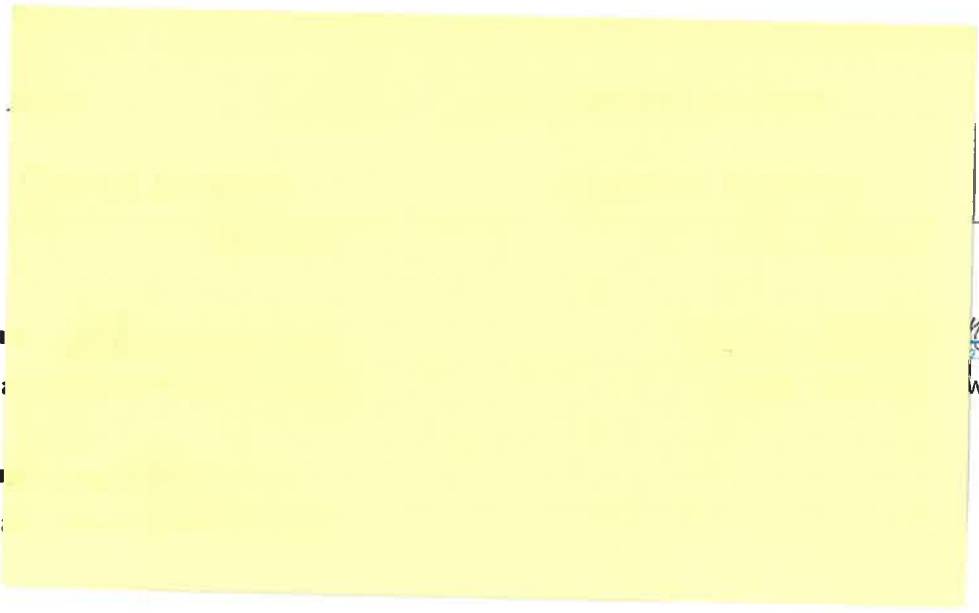
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Mukilteo School District No. 6

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