

After Recording Return To:

Snohomish County *Council*  
3000 Rockefeller Avenue *M/S 609*  
Everett, WA 98201

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04-05-2005 10:03am \$0.00  
SNOHOMISH COUNTY, WASHINGTON

ORIGINAL

**INTERLOCAL AGREEMENT  
BETWEEN SNOHOMISH COUNTY AND MARYSVILLE SCHOOL DISTRICT #25  
RELATING TO SCHOOL RESOURCE OFFICER SERVICES**

*SM* **THIS AGREEMENT**, made and entered into this *9th* day of *March* 2004, by and between the Snohomish County (hereinafter **COUNTY**) and the Marysville School District #25 (hereinafter **DISTRICT**)

**WITNESSETH**

**WHEREAS**, the **COUNTY** and the **DISTRICT** agree that it is in their mutual best interests to assign a full-time School Resource Officer (hereinafter **SRO**) to the Marysville-Pilchuck High School campus; and

**WHEREAS**, in order to provide school resource officer services to the **DISTRICT**, the **COUNTY** must allocate one full-time deputy sheriff; and

**WHEREAS**, the **COUNTY** has been awarded a grant from the United States Department of Justice, Office of Community Oriented Policing Services, for an approved School Resource Officer program; and

**WHEREAS**, the grant funds are insufficient to fully compensate the **COUNTY**; and

**WHEREAS**, the **DISTRICT** agrees to provide the additional funds needed in order to fully compensate the **COUNTY** for allocating one full-time deputy sheriff;

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**1.0 SCOPE OF SERVICES TO BE PERFORMED**

The **COUNTY** will assign one full-time, fully commissioned Snohomish County Deputy Sheriff to act as **SRO** for the **DISTRICT** during the term of this agreement. The **COUNTY** Sheriff will select the **SRO** with the input and approval of the **DISTRICT**.

The **SRO** will assist with the enforcement, investigation and prevention of criminal activity at the **DISTRICT's** high school, and will respond to calls for service at other campuses as needed and available. The **SRO** will patrol assigned campus and facilities during school hours and during **DISTRICT** sponsored events, as needed, 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 positive resource to students, parents and staff and will be available to teach/assist with selected curricula as appropriate.

The **COUNTY** will participate as a guest speaker on law enforcement or public safety topics, as needed and agreed upon by the **DISTRICT** and the **COUNTY**, in each of the **DISTRICT'S** elementary, middle and high schools. The parties agree that the **COUNTY** will maintain operational control over the **SRO** at all times, and that the **COUNTY** may call 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 supervisor. The parties agree that during periods when school is not in session, the **COUNTY** may assign the **SRO** to other police related duties within Snohomish County. The **SRO** will dedicate at least 75% of his or her on-duty time to the performance of this Agreement. The parties agree 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 will require a renegotiation of the terms of this agreement.

The daily activities of the **SRO** will be governed by the **COUNTY** Sheriff's Office School Resource Officer Standard Operating Procedure, which is attached hereto and incorporated by reference.

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 **COUNTY** agrees to provide all 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.

## **2.0 PURPOSE**

By entering into this agreement the parties intend merely that the **COUNTY** provide a full time deputy sheriff to be assigned to the high school within the **DISTRICT**. The **COUNTY** 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.

## **3.0 COMPENSATION**

The **DISTRICT** agrees to pay the following amount to the **COUNTY** for the performance of the services set forth in this agreement:

**3.1** On or before September 30, 2004, the **DISTRICT** agrees to pay the sum of FORTY-FOUR THOUSAND, TWO HUNDRED FORTY-ONE DOLLARS AND SEVENTY-FIVE CENTS (\$44,241.75) for services rendered during the school year 2004-2005.

**3.2** On or before September 30, 2005, the **DISTRICT** agrees to pay the sum of THIRTY THOUSAND, ONE HUNDRED SEVENTY-ONE DOLLARS AND SEVENTY-FIVE CENTS (\$30,171.75) for services rendered during the school year 2005-2006.

**3.3** On or before September 30, 2006, the **DISTRICT** agrees to pay the sum of FORTY-FOUR THOUSAND, EIGHT HUNDRED SIXTY-TWO DOLLARS AND SEVENTY-FIVE CENTS (\$44,862.75) for services rendered during the school year 2006-2007.

**3.4** On or before September 30, 2007, the **DISTRICT** agrees to pay the sum of SEVENTY-ONE THOUSAND, SIXTEEN DOLLARS (\$71, 016) for services rendered during the school year 2007-2008.

**3.5** The **COUNTY** 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. Such periods absent shall be reflected on the **COUNTY'S** invoice(s) to the **DISTRICT**.

**3.6** 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 off-duty deputy sheriffs. Compensation for use of the **SRO** shall be at the **COUNTY'S** established overtime cost. Compensation for use of other off-duty deputy sheriffs shall be negotiated independently between the **DISTRICT** and the Snohomish County Deputy Sheriff's Association.

**3.7** The parties agree that their respective fiscal staffs shall work out an agreeable invoicing schedule. Payment due to the **COUNTY** shall be hand delivered or mailed to:

Snohomish **COUNTY** Sheriff's Office  
Fiscal Division  
Mail Stop 606, 3000 Rockefeller Avenue  
Everett, Washington 98201

#### **4.0 TIME OF PERFORMANCE**

This agreement shall cover the time frame of September 1, 2004, through August 31, 2008, encompassing the 2004-5, 2005-6, 2006-7 and 2007-8 school years. The parties agree, however, that the obligations of the parties are each contingent upon sufficient legislative appropriation of funds necessary to fund this Agreement during each party's current and subsequent fiscal years approved by law.

The **COUNTY** acknowledges that a significant portion of the **DISTRICT's** operating funds come from **DISTRICT** levies; that such levies require voter approval; and that a failure or failures of such levies could require the **DISTRICT** to review its ability to maintain this or other programs.

## **5.0 TERMINATION**

Subject to the restrictions in section 4.0 above, 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 **COUNTY** on a pro-rata basis for costs of services provided during the period the agreement remains in effect.

## **6.0 TRANSFER OF EQUIPMENT AND RESERVE ACCOUNT.**

The **COUNTY** shall use its own funds and funds provided by the **DISTRICT** under this Agreement to purchase and maintain equipment needed to provide services pursuant to this Agreement. Upon termination of this Agreement, the **DISTRICT** and the **COUNTY** will agree on a distribution of the equipment which reflects the depreciated value of each party's respective contribution rates, 75% **DISTRICT** and 25% **COUNTY**, to the purchase and acquisition of the equipment.

The **COUNTY** shall maintain a reserve account for the purpose of replacing the equipment in the event replacement becomes necessary. Upon termination of this Agreement, any funds remaining in the reserve account shall be returned to the parties according to their proportionate contribution, 75% **DISTRICT** and 25% **COUNTY**.

## **7.0 INDEMNIFICATION**

Each party shall protect, save harmless, indemnify, and defend, at its own expense, the other party, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the performance of this Agreement, including claims by employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the other party, its elected or appointed officials, officers, employees or agents. FOR PURPOSES OF THIS AGREEMENT ONLY, EACH PARTY HEREBY SPECIFICALLY AND EXPRESSLY WAIVES ITS IMMUNITY UNDER THE WASHINGTON INDUSTRIAL INSURANCE ACT, RCW TITLE 51, FOR THE PURPOSE OF CARRYING OUT THE INTENT OF THIS SECTION AND ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

## **8.0 INDEPENDENT CONTRACTOR**

It is understood and agreed that all persons provided by the **COUNTY** to carry out

services under this Agreement shall be and shall remain at all times employees of the **COUNTY**. At no time relevant to this Agreement shall any of such persons be or become employees of the **DISTRICT** or subject to the **DISTRICT**'s direct supervision and control. The **COUNTY** is and shall at all times relevant to this Agreement be operating as an independent contractor. Officers assigned to provide services under this Agreement shall be sworn deputies who shall at all times remain part of, subject to, and in direct relationship with, the Sheriff's Office chain of command, policies and procedures.

## **9.0 DISPUTES**

Any factual dispute between the **COUNTY** and the **DISTRICT** that relates to this Agreement shall be referred for resolution to the Sheriff, or his 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.

## **10.0 RECORDS**

The **COUNTY** shall maintain adequate records to support billings for services set forth in this agreement and annually provide the **DISTRICT** a detailed record of actual expenditures. 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 working hours, to any **COUNTY** books, documents, papers or records, which directly relate to this agreement.

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

## **11.0 LEGAL REQUIREMENTS**

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

## **12.0 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.

### **13.0 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.

### **14.0 NOTICE**

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

Snohomish County Sheriff  
Mail Stop 606, 3000 Rockefeller Avenue  
Everett, Washington 98201

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

Superintendent  
Marysville School District #25  
P.O. Box 220/17110 16<sup>th</sup> Drive NE  
Marysville, Washington 98259-0220

### **15.0 ENTIRE AGREEMENT**

This document comprises the entire agreement between parties and supersedes any provision not contained herein.

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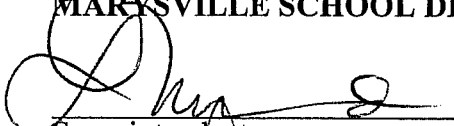
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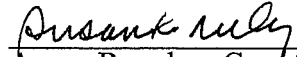
In witness whereof, the parties have executed this Agreement.

**MARYSVILLE SCHOOL DISTRICT**

  
Superintendent

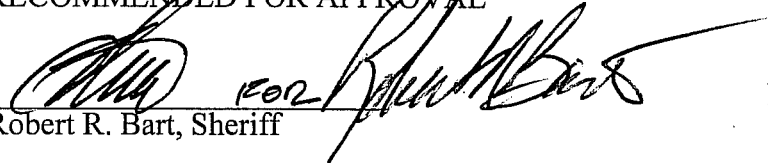
DATE 11/15/04

**SNOHOMISH COUNTY**  
**SUSAN NEELY**  
Executive Director

  
for Aaron Reardon, County Executive

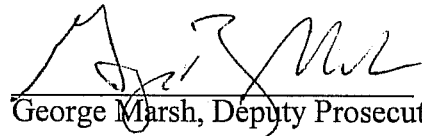
DATE March 9, 2005

RECOMMENDED FOR APPROVAL

  
Robert R. Bart, Sheriff

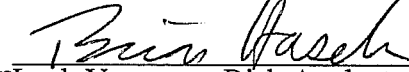
DATE 11/5/04

APPROVED AS TO FORM

  
George Marsh, Deputy Prosecuting Attorney

DATE 11/4/04

REVIEWED BY RISK MANAGEMENT

  
for Leah Vergosen, Risk Analyst

DATE 1/6/05

D-9

## Memorandum of Understanding (MOU) between Coulee Dam Police Department (CDPD) and Grand Coulee Dam School District

**Mission Statement:** To help secure safe and healthy schools and community in which the rights and responsibilities of students, individual families and community members is properly balanced.

**Principles:** The Coulee Dam Police Department and the Grand Coulee Dam School District will carry this mission out with integrity, treating everyone fairly, regardless of race, origin, religious belief, gender, sexual orientation, disability or social background. This process will happen efficiently and effectively through multiple community partnerships in a way that reflects local priorities and is acceptable to community and partners.

**Note:** The Coulee Dam Chief of Police and the Grand Coulee Dam Superintendent have agreed to meet monthly to review project progress and make changes as necessary.

### **Goals and Objectives of the CDPD and the GCDS District Partnership:**

**Goal 1:** Hire an entry-level School Resource Officer (SRO) that will serve GCD students and the community. This SRO will function as law enforcement officer, law related counselor, and law related education teacher.

**Objective 1:** Recruit community members to be involved in the hiring process-together.

**Objective 2:** Interview eligible candidates and decide on the most qualified person-together.

**Goal 2:** Create a safer environment in GCD schools and surrounding neighborhoods.

**Objective 1:** Incorporate suggested environmental changes made by Mr. Marv Purvis, Director of Safe Schools, ESD 105.

**Objective 2:** Incorporate prevention and intervention curriculum into school time and out of school time activities.

**Goal 3:** Strengthen communication and policing efforts among the Coulee Dam Police Department, the Grand Coulee Dam School District and the surrounding community.

**Objective 1:** Create and implement a comprehensive community-policing plan.

**Objective 2:** Design a wraparound communication plan between the community and law enforcement.

**Clear delineation of roles and responsibilities as they pertain to grant requirements and administrative procedures, including:**



**Receipt and Disbursement of Funds:** The CDPD will be solely responsible for all receipts and disbursement of funds. CDPD will manage and supervise all funds and donations pertaining to the SRO's training, materials, supervision etc.

**Programmatic Reporting:** The Coulee Dam Police Chief and the Grand Coulee Dam School District Superintendent will be equally responsible for completing and submitting all program reports.

**Financial Reporting:** The Coulee Dam Police Chief and the Grand Coulee Dam School District Superintendent will be equally responsible for all financial reporting.

**General grant management issues and responsibilities:** The Coulee Dam Police Chief and the Grand Coulee Dam School District Superintendent will be equally responsible for all grant management issues and responsibilities.

**Information sharing:** The CDPD and the GCDSD will share any and all information pertinent to the safety and security of students and the community.

**Grant Program Issues, including:**

**Supervision and responsibility and chain of command for the SRO:** The CDPD and the GCDSD will share equal responsibility in the hiring process of the SRO. Direct oversight and supervision will be done by the Coulee Dam Police Department.


**Clear delineation of decision-making authority regarding enforcement of applicable laws and procedures by the SRO:** Decision making authority regarding enforcement of applicable laws and procedures will be carried out by the Coulee Dam Police Department.

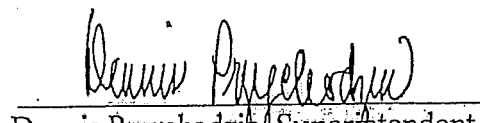
**Evaluation of the program/grant project:** The Grand Coulee Dam School District will provide an evaluation person. This person will oversee the evaluation process with supervision from the Superintendent.

**Assurances that the officers will spend at least 75% of their time in and around schools.** The Coulee Dam Police Chief will take full responsibility in assuring that the SRO will spend at least 75% of their time in and around the schools.

**Partner involvement in community policing activities performed during the grant program.**

The Coulee Dam Police Department and the Grand Coulee Dam School Districts will share equal responsibility in involving community partners during the grant program.

  
Pat Collins, Chief  
Coulee Dam Police Department

  
Dennis Przychodzin, Superintendent  
Grand Coulee Dam School District

Date: 5-11-01

Date: 5-11-01