

RESOLUTION NO. 09-37
EDMONDS SCHOOL DISTRICT NO. 15
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE INTERDISTRICT COOPERATIVE AGREEMENT WITH
SNOHOMISH COUNTY

WHEREAS, RCW 39.34, the Interlocal Cooperative Act, provides for Interlocal cooperation between governmental agencies;

WHEREAS, Snohomish County agrees to provide certain Community-Oriented Policing Agent to the District, specifically School Resource Officer at Lynnwood High School.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District No. 15, Snohomish County, as follows:

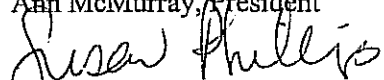
- A. WHEREAS, the District and the County desire to cooperate pursuant to Chapter 39.34 RCW, Interlocal Cooperation Act, in order to make the most efficient use of their respective governmental powers within their jurisdiction; and
- B. WHEREAS, the County and the District desire to establish a School Resource Officer Program (hereafter referred to as "Program") to provide security, promote safety, and serve as a positive resource to the District, the participating high school that is named in this Agreement and the surrounding neighborhood; and
- C. WHEREAS, the County is desirous to assign a uniformed Deputy Sheriff to serve as a School Resource Officer (hereafter referred to as "Deputy") to be assigned to the high school location specified herein in order to provide safety, patrol, and assist with certain related duties, in return for a rate of compensation to the County that is agreed upon by the parties hereto;

ADOPTED by the Board of Directors of Edmonds School District No. 15, Snohomish County, Washington, at a regular meeting thereof this 7th day of July 2009.


EDMONDS SCHOOL DISTRICT NO. 15
BOARD OF DIRECTORS




Ann McMurray, President



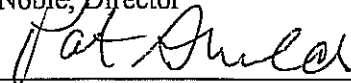
Susan Phillips, Vice President



Susan Paine, Director

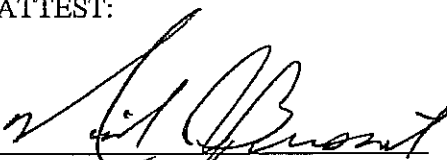


Gary Noble, Director



Patrick Shields, Director

ATTEST:



Nick Brossoit, Secretary

and the Superintendent or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

The Superintendent or designee of Edmonds School District #15 shall have full voting rights regarding Cooperative matters.

Edmonds School District #15 will be assessed fees based on total equivalent lunches (meals) as reported on the last OSPI 1800D report, with a minimum fee of \$250. Fees will be determined by the Cooperative Board on an annual basis and shall be assessed to each Member District to reimburse documented actual administrative, legal, insurance, and other costs.

This Agreement shall remain in force until terminated by either Party in accordance with the Puget Sound Joint Purchasing Cooperative by-laws.

Edmonds School District #15 will be solely responsible for purchase, service, and disposal obligations for their use of the Puget Sound Joint Purchasing Cooperative's contracts.

Edmonds School District #15 reserves the right to contract purchases independently, with or without notice to the other Party. This Agreement does not obligate either party to acquire goods or services through the contractual agreements of the other Party.

ADOPTED by the Board of Directors of Edmonds School District #15 at their regular meeting held on the July 7, 2009.

Marla S. Miller
Executive Director, Business and Operations
Edmonds School District #15

Date

Karen Brown, SNS
Puget Sound Joint Purchasing Cooperative

Date

**INTERLOCAL AGREEMENT
BETWEEN SNOHOMISH COUNTY AND EDMONDS SCHOOL DISTRICT #15
RELATING TO SCHOOL RESOURCE OFFICER SERVICES**

THIS AGREEMENT is made and entered into this 7th day of July, 2009, by and between Snohomish County, a political subdivision of the State of Washington, (hereinafter the "County") and the Edmonds School District #15, a municipal corporation of the State of Washington (hereinafter the "District").

WHEREAS, the County and the District agree that it is in their mutual best interests to cooperate pursuant to chapter 39.34 RCW, Interlocal Cooperation Act, by assigning a full-time School Resource Officer to the Lynnwood High School campus; and

WHEREAS, the County agrees to allocate one (1) full-time deputy sheriff in order to provide school resource officer services to the District; and

WHEREAS, the District agrees to provide funding to offset costs to the County in providing a deputy sheriff to act as School Resource Officer;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1.0 SCOPE OF SERVICES TO BE PERFORMED

The County will assign one (1) full-time, fully commissioned Snohomish County Deputy Sheriff to act as School Resource Officer (hereinafter "SRO") to the District during the term of this Agreement. The County Sheriff will select the SRO after taking into consideration input from the District.

The SRO will assist with the enforcement, investigation, and prevention of criminal activity at the District's Lynnwood High School, and will respond to calls for service at other campuses as needed and available. The SRO will patrol the 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 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 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 seventy-five percent (75%) of his/her on-duty time to the performance of this Agreement. The parties agree that the scope of this contract assumes a traditional one hundred eighty (180) day school year and that any

significant change in the District's scheduling that results in a school year exceeding or being less than one hundred eighty (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 as Exhibit "A".

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.

Any real or personal property used or acquired by any party to this Agreement in connection with the performance of this Agreement will remain the sole property of such party, and the other parties shall have no interest therein.

Interview and Arrest Procedures. If a SRO plans to interview suspects or victims of a crime, the SRO, to the extent practicable, will advise and work with the school's principal to minimize disruption to the school and other students. District employees will make parental notification of such interviews in accordance with District policies and procedures and applicable laws. The principal or designee may request that he/she or a designee be present during the interview of a student. The presence of a District employee at an interview of a student regarding a criminal matter shall make the employee subject to subpoena as a witness thereto. In the event a SRO arrests a District student, the SRO shall notify the Principal or the Principal's designee as soon thereafter as practical. In the event that the arrested student is a juvenile, the County shall notify the parent or legal guardian pursuant to County policies and procedures. The District may also make notification as necessary under its own policies and procedures.

2.0 PURPOSE

By entering into this Agreement the parties intend merely that the County provide one (1) full-time deputy sheriff to be assigned to the designated 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 amounts to the County for the performance of the services set forth in this Agreement:

3.1 On or before September 30, 2009, the District agrees to pay the sum of Seventy-Four Thousand One Hundred Forty-Five and 24/100 Dollars (\$74,145.24) for services to be rendered during the school year 2009-2010.

3.2 On or before September 30, 2010, the District agrees to pay the sum of Seventy-Nine Thousand One Hundred Forty-Eight and 20/100 Dollars (\$79,148.20) for services to be rendered during the school year 2010-2011.

3.3 On or before September 30, 2011, the District agrees to pay the sum of Eighty-Four Thousand Six Hundred Forty-Five and 24/100 Dollars (\$84,645.24) for services to be rendered during the school year 2011-2012.

3.4 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. The compensation charges to the District shall be reduced by 1/180th of the corresponding amount in subparagraphs 3.1 , 3.2, and 3.3 above for each day the SRO is absent from the District . Such periods absent shall be reflected on the County's invoice(s) to the District.

3.5 The District agrees to pay the County additional compensation equivalent to the SRO's overtime pay, for any services the SRO provides to the District beyond the SRO's scheduled forty-hour work week. The services may include security for athletic events, dances, field trips, or other similar activities. SRO may not work any overtime without the prior approval by the District.

3.6 The parties agree that their respective fiscal staffs shall work out an agreeable invoicing schedule. The District shall pay the County within thirty (30) days of receiving a proper invoice. Payment due to the County shall be mailed to:

Snohomish County Sheriff's Office
Fiscal Division
Mail Stop 606, 3000 Rockefeller Avenue
Everett, WA 98201

3.7 If the District has good cause to believe that a particular SRO is not effectively performing in accordance with this Agreement, the District may recommend in writing to the County that the SRO be removed from the District. Within ten (10) business days after receiving the recommendation, the District Superintendent or designee will meet with the County Sheriff or designee to discuss the recommendation. The SRO shall be replaced if, in the opinion of the Superintendent and the County Sheriff or their designees, the problem cannot be resolved.

4.0 TIME OF PERFORMANCE

This Agreement shall provide for services commencing on August 15, 2009 and shall continue through August 15, 2012. This Agreement shall become effective when executed by the parties and filed with the Snohomish County Auditor. 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.

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 INSURANCE AND INDEMNIFICATION

Each party to this Agreement shall indemnify, defend and hold the other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party. The provisions of this Section 5 shall survive the expiration or earlier termination of this Agreement.

Evidence of insurance coverage will promptly be provided upon request by either party.

6.0 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.

7.0 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/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.

8.0 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.

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

9.0 LEGAL REQUIREMENTS

The County and the District shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable federal and state laws, ordinances, rules and regulations of any public authority having jurisdiction.

10 APPLICABLE LAW AND VENUE

This Agreement shall be governed by and construed in accordance with 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.

11.0 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.

12.0 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, WA 98201

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

Superintendent
Edmonds School District #15
20420 68th Ave. W
Lynnwood, WA 98036

[The remainder of this page is intentionally left blank.]

13.0 ENTIRE AGREEMENT

This document comprises the entire agreement between parties and supersedes any provision not contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

In witness whereof, the parties have executed this Agreement.

“DISTRICT”

Edmonds School District #15

Neil B. ...
Superintendent

DATE 7/7/09

“COUNTY”

SNOHOMISH COUNTY

Peter B. Camp PETER B. CAMP
Executive Director
Aaron Reardon, County Executive 8/21/09

DATE 8/21/09

RECOMMENDED FOR APPROVAL

John Lovick
John Lovick, Sheriff

DATE 7/21/09

APPROVED AS TO FORM ONLY:

Sandra M. Downy
Deputy Prosecuting Attorney

DATE 5/29/09

REVIEWED BY RISK MANAGEMENT

Scott Camp
Diane Weber, County Risk Manager

DATE 7/21/09

COUNCIL USE ONLY
Approved: 8-19-09
Docfile: D-12

Exhibit A

SNOHOMISH COUNTY SHERIFF'S OFFICE

STANDARD OPERATING PROCEDURE 98-15

The following instruction shall be a STANDARD OPERATING PROCEDURE of the Snohomish County Sheriff's Office and supersedes all previous information relating to:

SCHOOL RESOURCE DEPUTY



This Manual shall be effective on 5-10-99 and will remain in effect until suspended by written order.

Robert R. Bart
Sheriff Robert R. Bart

Date copy sent to Snohomish County Deputy Sheriff's Assoc.: 15-10-99 TME

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I. STATEMENT OF PURPOSE

The purpose of this manual is to provide a written guide of expectations, responsibilities, procedures and policies that specifically relate to the operation of the School Resource Deputy.

Deputies assigned as a School Resource Deputy are subject to and bound by the rules and procedures set forth in the Snohomish County Sheriff's Office Policy and Procedures Manual and other applicable directives.

II. MISSION STATEMENT

The mission of the School Resource Deputy is to provide school districts with a law enforcement presence on school campuses and be a resource to promote safety to school users and the surrounding community.

III. GOALS

The School Resource Deputy, utilizing the concept of law enforcement officer, teacher, and mentor will work towards the following goals:

- Bridge the gap and build relationships between law enforcement and youth
- Assist schools in keeping campuses safe and drug free
- Reduce juvenile crime through mentoring, teaching, and displaying a personal interest in students and their activities
- Investigate school related criminal activity and assist with serious school violations as deemed necessary
- Provide information and training on public safety and other related topics for students, parents, and school staff
- Assist schools in problem solving to improve the quality of campus life

IV. SCHOOL RESOURCE DEPUTY RESPONSIBILITIES

A School Resource Deputy is expected to be a leader within the Sheriff's Office. He/she should exhibit a positive behavior and set a high standard for professional performance for him/herself, for the Sheriff's Office, and the community.

School Resource Deputies must realize their primary duty is that of a uniformed law enforcement officer. The deputy may have occasion to work in situations where less than a criminal violation has occurred, such as a school rule violation. The deputy will strive to ensure the safety of a school staff member that may be enforcing a school rule and in the absence of a school staff member being present, will refer the matter to the school administration as necessary.

V. JOB DESCRIPTION / EXAMPLES OF DUTIES:

The primary duty of the School Resource Deputy is to ensure the safety of students, staff, and all persons on their assigned campuses. These duties may include, but are not limited to:

- Making custodial arrests
- Establishing a working rapport with their respective school administration and staff
- Preparing teaching materials as a guest lecturer
- Coordinating their schedule with school administration
- Scheduling demonstrations for students and training for staff
- Participating in faculty meetings, PTA presentations, and other parent programs
- Mentoring at-risk students
- Attempting to mediate disputes between students
- Other duties and activities as required by the position

VI. EXPECTATIONS

- School Resource Deputies will be at their assigned schools as scheduled.
- The deputy will sign into service and upon arrival at school will notify dispatch that he/she is available by page. This is not meant to prohibit the deputy from utilizing his/her radio on campus. Whenever the deputy leaves campus he/she will notify dispatch. The deputy will sign out of service by radio at the end of each shift.
- In the event that the School Resource Deputy cannot be present at a scheduled school, it will be the responsibility of the deputy to ensure that the on duty supervisor and the school are notified of the absence.
- Deputies shall be punctual in reporting to their respective schools and classes.
- Deputies shall patrol the school campuses and adjacent communities as required.
- Deputies will be involved in guest teaching and visitation of classes as required.
- Deputies will be involved in student activities -- commitment shall be determined by the School Resource Deputy.
- While on campus, deputies will wear designated uniform or appropriate civilian clothing contingent upon circumstances or need.
- Deputies selected as a School Resource Deputy may be required to attend training programs that will enhance their abilities in their assignments. Deputies are to maintain all training, certification and qualifications in accordance to Sheriff's Office policy.

VII. WEAPONS

On duty deputies shall be armed at all times with a Sheriff's Office approved firearm.

VIII. WORK SCHEDULE AND TIME OFF

A. *WORKING HOURS*

School Resource Deputies are scheduled to work a set 40 hour week with hours to be determined by his/her supervisor and school administration. If it is necessary to flex hours, the deputy shall contact his/her supervisor for approval. Duties and activities outside the normal working hours will be compensated in accordance with the bargaining contract.

B. *ADMINISTRATIVE DAYS*

(i.e. snow day)

Administrative work days may be assigned. This may be a day when school is not in session. The School Resource Deputy shall notify their supervisor when these days occur. Their supervisor shall determine if they are to report for duty or will receive approved time off.

C. *DUTIES DURING SCHOOL BREAKS*

Deputy's' duties are dependent upon the needs of the Snohomish County Sheriff's Office. If a deputy is not on vacation, the deputy will report to his/her supervisor for assignment. Vacations are discouraged while school is in session.

D. *SCHOOL HOLIDAY*

If the holiday is recognized by Snohomish County, the deputy will take the holiday off.

E. *TEACHER "IN SERVICE" DAYS*

The deputy may use vacation or a holiday. If there is a need, the deputy may attend the "in service" day or the deputy may report to his/her supervisor for assignment. The deputy shall notify his/her supervisor of their intention prior to the "in service" day.

IX. SELECTION

A. PREREQUISITE

A School Resource Deputy is expected to be highly motivated and productive, demonstrate high levels of self-initiative and innovation, and be able to work well with minimum supervision. A School Resource Deputy must convey a positive police presence on the school campus and maintain an excellent uniformed appearance.

A School Resource Deputy must have the ability to be a positive resource to the school staff, students, parents, and the residents in the surrounding neighborhoods. A School Resource Deputy's education, background, experience, interest level and communication skills must be of such a caliber that the School Resource Deputy can effectively and accurately be a resource, liaison, and mentor at the schools he/she serves.

A School Resource Deputy candidate must be off probationary status at time of assignment and must possess an interest in community involvement as well as have an ability to work well with children.

B. SELECTION PROCEDURE MAY INCLUDE ANY OR ALL OF THE FOLLOWING

1. Notification of open position within the unit.
2. Qualified interested deputies submit a letter of interest as directed within the notification.
3. Candidate prepares a written paper stating his/her goals as a School Resource Deputy which may also require other subjects as directed within the notification.
4. Oral Board.
5. Recommendations from candidate's supervisor will be requested and reviewed.
6. The Sheriff, or his designee(s) will make the selection(s) based on the above findings.

X. ASSIGNMENT / COMMUNICATION

A. ORGANIZATION

The School Resource Deputy is assigned to the Bureau of Operations. He/she will report to the School Resource Sergeant at the precinct in which the school is located. He/she will follow the Sheriff's Office chain of command.

B. COMMUNICATION

The very nature of a School Resource Deputy's duty can make regular communication difficult. Therefore, while on duty the deputy shall carry a departmental assigned pager.

Individual School Resource Deputies are expected to meet with their supervisor on a weekly basis. All School Resource Deputies and supervisors shall arrange to meet as a group once a month. Date and time will be determined and arranged by the supervisor.