

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

THIS AGREEMENT made and entered into by and between the City of Everett, hereinafter referred to as the "City", and Mukilteo School District, hereinafter referred to as the "District". This Agreement shall be effective from September 1, 2024, through August 31, 2025, and may be extended as set forth below.

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 middle school within the City of Everett to help promote student, staff, and public safety in that school; and

WHEREAS, the District wishes to continue with the SRO program for Explorer Middle School located within the City of Everett in order to help promote public safety in that school; and

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

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 Officer

- A. Contingent upon police staffing levels and City budget capacity, regularly employed City police officers will be assigned by the City to serve as SROs to Explorer Middle School. A total of one (1) officer will be assigned to serve as Explorer Middle School's SRO. 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 parties agree that the City will maintain operational control over the SROs at all times, and that the City 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 Police Chief. The parties agree 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 will require a renegotiation of the terms of this Agreement.

The parties agree that, because the Explorer Middle School SRO is funded by the City, the City may discontinue providing the Explorer Middle School SRO at any time.

The District and the City confirm that all SROs shall be trained in compliance with RCW 28A.400 as applicable to SROs and 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 applicable to SROs and 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;
 - t) 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 applicable to SROs and as amended by Engrossed Substitute House Bill 1214 along with the goals and expectations outlined in the Everett 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 as necessary by the City, in conjunction with the annual renewal of this agreement through the process described in Section 1, Paragraph G. Pursuant to RCW 28A.320 as applicable to SROs and as amended by Engrossed Substitute House Bill, it is agreed that the City will select the officer to be assigned as SRO to the school after consultation with the District, but the Police Chief retains the authority to make the final determination as to officer selection. At the end of each school semester, the school principal 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 Youth 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 officers to be assigned as SROs.

- C. It is intended the 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-two (42) 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 Youth 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 Youth Services Sergeant. If the SRO assigned to Explorer Middle School is transferred to the City's Police Department Administrative Services Division because of extended absence or other circumstances, the City may determine to discontinue providing a SRO or may select an alternate SRO to be assigned to the school.
- 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 Youth 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 Youth 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 applicable to SROs and 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, Youth 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, with City cooperation as needed shall engage in a review of the SRO program with the intent of the District adopting an agreement with the City for each subsequent school year, using a process that involves parents, students, and community members. The District and the City shall ensure that any amendments to this Agreement comply with

the requirements set forth in RCW 28A.320, as applicable to SROs and as amended by Engrossed Substitute House Bill 1214.

Section 2: Time of Performance

This Agreement shall commence when executed by the parties and either filed with the Snohomish County Auditor or posted on a party's Interlocal Agreements website, whichever date is later, and shall continue through August 31, 2025. The term of this Agreement may be extended for up to two (2) additional one (1) year terms (through August 31, 2027) by written notice from the District to the City. Prior to providing written notice of an extension, in compliance with RCW 28A.320 as applicable to SROs and as amended by Engrossed Substitute House Bill 1214, the District must review and adopt the extension of the agreement, as described in Section 1.G. The District acknowledges that SRO services being offered by City are contingent upon sufficient legislative appropriation during current and subsequent fiscal years.

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. 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. 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 the extent of its negligence 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. Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

Section 4: Termination

Either party may terminate this Agreement at any time effective upon written notice to the other party.

Section 5: Notice

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

Jeff Hendrickson, Deputy Chief of Police
3002 Wetmore Avenue
Everett, Washington 98201

Any notice to the District shall be mailed or hand delivered to:

Dr. Alison Brynerson, Superintendent
Mukilteo School District
9401 Sharon Drive
Everett, WA 98204

Section 6: Venue

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

Section 7: Entire Agreement - Amendment


- A. 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.
- B. This Agreement may be amended by written instrument executed by the parties.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

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

City of Everett

Mukilteo School District No. 6



Cassie Franklin, Mayor

09/04/2024

Date



Dr. Alison Brynson, Superintendent

09/04/2024

Date

Attest:



City Clerk



APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

SRO ILA Mukilteo School District











2024-2025_SD


Final Audit Report

2024-09-04

Created:	2024-08-22
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMWF_Zj9FDKyyZE_3P87qB8Lz6OOVCKKe

"SRO ILA Mukilteo School District 2024-2025_SD" History


-  Document created by Marista Jorve (mjorve@everettwa.gov)
2024-08-22 - 8:21:05 PM GMT
-  Document emailed to Alicia Gill (AGill@everettwa.gov) for approval
2024-08-22 - 8:21:44 PM GMT
-  Email viewed by Alicia Gill (AGill@everettwa.gov)
2024-08-27 - 4:48:20 PM GMT
-  Document approved by Alicia Gill (AGill@everettwa.gov)
Approval Date: 2024-08-27 - 4:48:30 PM GMT - Time Source: server
-  Document emailed to Jonathon Poolman (poolmanjj@mukilteo.wednet.edu) for approval
2024-08-27 - 4:48:33 PM GMT
-  Email viewed by Jonathon Poolman (poolmanjj@mukilteo.wednet.edu)
2024-08-27 - 4:48:51 PM GMT
-  Email viewed by Jonathon Poolman (poolmanjj@mukilteo.wednet.edu)
2024-08-30 - 1:21:47 PM GMT
-  Document approved by Jonathon Poolman (poolmanjj@mukilteo.wednet.edu)
Approval Date: 2024-08-30 - 7:35:37 PM GMT - Time Source: server
-  Document emailed to Alison Brynelson (brynelsonax@mukilteo.wednet.edu) for signature
2024-08-30 - 7:35:39 PM GMT
-  Email viewed by Alison Brynelson (brynelsonax@mukilteo.wednet.edu)
2024-09-03 - 4:50:46 PM GMT

 Email viewed by Alison Brynson (brynelsonax@mukilteo.wednet.edu)


2024-09-04 - 2:55:00 PM GMT

 Document e-signed by Alison Brynson (brynelsonax@mukilteo.wednet.edu)

Signature Date: 2024-09-04 - 2:55:17 PM GMT - Time Source: server

 Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval

2024-09-04 - 2:55:19 PM GMT

 Email viewed by Tim Benedict (TBenedict@everettwa.gov)

2024-09-04 - 3:43:27 PM GMT

 Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2024-09-04 - 3:43:36 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature

2024-09-04 - 3:43:38 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2024-09-04 - 6:36:04 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2024-09-04 - 6:36:12 PM GMT - Time Source: server

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2024-09-04 - 6:36:16 PM GMT

 Email viewed by Marista Jorve (mjorve@everettwa.gov)

2024-09-04 - 6:37:10 PM GMT

 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2024-09-04 - 6:37:24 PM GMT - Time Source: server

 Agreement completed.

2024-09-04 - 6:37:24 PM GMT