

## **SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET**

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ITEM NO: C-9

DATE: October 9, 2008

SUBJECT: Interlocal Agency Agreement between the City of Sultan and the Sultan School District in support of a School Resource Officer

CONTACT PERSON: Deborah Knight, City Administrator

### ISSUE:

The issue before the City Council is to authorize the Mayor to sign the Interlocal Agency Agreement (Attachment A) with the Sultan School District to provide funding to support the School Resource Officer for the 2008/2009 school year.

### STAFF RECOMMENDATION:

Authorize the Mayor to sign the ILA with the Sultan School District relating to School Resource Officer Services.

### SUMMARY:

The Sultan Police Department spends approximately 30% of it's time responding to calls at the Schools located within the city limits. The School District has contracted with the Snohomish County Sheriff's Office to hire a full-time deputy sheriff in order to provide school resource services.

Under the proposed ILA, the City agrees to provide \$46,000 in funding to offset costs to the District in providing a deputy sheriff to act as School Resource Officer (SRO). Investment in the ILA is intended to reduce the number of calls for assistance the City is providing to the District. The District will invoice the City monthly. City funding is available through a voluntary developer agreement paid to the City in 2007. The funding must be used to increase police levels of service.

The SRO will assist with the enforcement, investigation, and prevention of criminal activity at Sultan High School and Sultan Middle School. The SRO will be the first responder to calls for service 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 SRO may be called away from assigned duties for emergencies, and/or as deemed necessary for public safety by the on-duty sheriff's supervisor.

The City and the District agree that during periods when school is not in session, the County may assign the SRO to other police related duties within Snohomish County.

**BACKGROUND:**

The City received a voluntary contribution of \$46,576 in December 2007 from the Skoglund Estates Development to mitigate the impacts of new development on police levels of service.

The Mayor proposed to use these funds in partnership with the Sultan School District to hire a Snohomish County Sheriff's deputy as a school resource officer. The City Council discussed supporting a School Resource Officer for the 2008/2009 school year at its May 29, 2008 meeting and directed staff to work with the Sultan School to negotiate an interlocal agency agreement. The proposed interlocal agency agreement is the outcome of the negotiations.

**FISCAL IMPACT:**

The funds are available from the voluntary developer contribution received in December 2007.

**RECOMMENDED ACTION:**

Authorize the Mayor to sign the ILA with the Sultan School District relating to School Resource Officer Services.

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**COUNCIL ACTION:**

**DATE:**

INTERLOCAL AGREEMENT  
SULTAN SCHOOL DISTRICT #311 AND THE CITY OF SULTAN  
RELATING TO SCHOOL RESOURCE OFFICER SERVICES

**THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Sultan School District #311, a municipal corporation of the State of Washington (hereinafter “District”) and the City of Sultan (hereinafter “City”) regarding School Resource Officer (hereinafter “SRO”) services.

WHEREAS, the Sultan Police Department spends approximately 30% of it’s time responding to calls at the Schools located within the city limits; and

WHEREAS, the District and Snohomish County have contracted to allocate one (1) full-time deputy sheriff in order to provide school resource services.

WHEREAS City agrees to provide funding to offset costs to the District in providing a deputy sheriff to act as School Resource Officer; in order to reduce the number of calls for assistance the city is providing to the district

**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”) 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 Sultan High School/Sultan Middle School, and will be the first responder to calls for service 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 SRO may be called away from assigned duties for, emergencies and/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/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 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.

## **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 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 City shall pay the District not more than a total of forty-six thousand dollars (\$46,000.00) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.

The District shall submit monthly payment invoices to the City after such services have been performed, and the City shall make a payment within six (6) weeks after the submittal of each-approved invoice.

## **4.0 TIME OF PERFORMANCE**

This agreement shall commence on September 1, 2008, or when executed by the parties. 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.

## **5.0 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 City shall compensate the District on a pro-rata basis for costs of services provided during the period the agreement remains in effect.

## **6.0 DISPUTES**

Any factual dispute between the City and the District that relates to this agreement shall be referred for resolution to the Mayor, 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 may be submitted to mediation. 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.

## **7.0 RECORDS**

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

## **8.0 LEGAL REQUIREMENTS**

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

## **9.0 INDEMNIFICATION AND LIABILITY**

**9.1** The City shall protect, save harmless, indemnify and defend, at its own expense, the District, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the District, its elected and appointed officials, officers, employees, or agents.

**9.2** The District shall protect, save harmless, indemnify, and defend at its own expense, The City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the District's performance of this Agreement, including claims by the District's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.

**9.3** In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the City and the District, including claims by the City's or the District's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the District and the City, their officers, officials, employees and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

**9.4** No liability shall be attached to the City or the District by reason of entering into this Agreement except as expressly provided herein. The City shall hold the District harmless and defend at its expense any legal challenges to mitigation measures imposed at the City's request and/or arising out of RCW 82.02.020 or RCW 82.02.070.

**10.0 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.

**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 under this agreement shall be either mailed or personally delivered to:

Superintendent  
Sultan School District #311  
514 4<sup>th</sup> Street  
Sultan, WA 98294-9474

Mayor  
City of Sultan  
PO BOX 1199  
Sultan, WA 98294-1199

**13.0 ENTIRE AGREEMENT**

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

In witness whereof, the parties have executed this Agreement.

**CITY OF SULTAN**

**Sultan School District**

By: \_\_\_\_\_  
Carolyn Eslick, Mayor

By: \_\_\_\_\_  
Dan Chaplik, Superintendent

**ATTEST/AUTHENTICATED**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Office of the City Attorney