



# CONTRACT ROUTING SHEET

**Title:** 2022-2023 SRO Contract with Everett School District

**Contractor:** Everett School District

**Purpose:** This agreement with the Everett School District (ESD) provides a detailed structure for the shared cost between the City of Mill Creek and the ESD, associated with Mill Creek police officers who provide service at JHS and HMS as school resource officers.

**Certification Required:** No      **Certification Type:** UNK      **Contract Type:** Employment

<b>Department:</b> Police Department	<b>Related Contracts:</b> Prior year	<b>Amount:</b> 280,560.00	<b>Budgeted:</b> NO
<b>BARS #:</b> 001-000-342-11-01-00			
<b>Effective Date:</b> September 1, 2022	<b>Termination Date:</b> August 31, 2023	<b>Renewal Review/Date:</b> <i>(if applicable)</i>	<b>Notice to Proceed Date:</b> <i>(if applicable)</i>
<b>W-9 Collected:</b> NO	<b>Business License #:</b> N/A	<b>Arbitration Clause:</b> No - See Section 3	<b>Indemnification Agreement:</b> Section 3 - Liability

<b>COUNCIL APPROVAL:</b>	<b>Date Approved:</b>
<b>Authority:</b> Resolution #, Ordinance #, or Motion & Agenda Item	
<b>Number of Originals:</b>	0
<b>Mail to:</b>	
<b>Email to:</b>	

**CONTRACT NUMBER**  
**2022-1689**  
Form must be completed before  
assigning contract number

Retention:

DAN #:

**Approved By:**  
Asea Sandine  
Grant Degginger, City Attorney

**Status:**  
Approved - 09 Sep 2022  
Approved - 09 Sep 2022

Laurel Brock, Finance Director  
Martin Yamamoto, Deputy City Manager  
Naomi Fay, City Clerk  
Asea Sandine

Approved - 20 Sep 2022  
Approved - 20 Sep 2022  
Approved - 20 Sep 2022  
Approved - 21 Sep 2022

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF MILL  
CREEK AND EVERETT PUBLIC SCHOOLS CONCERNING THE SCHOOL  
RESOURCE OFFICER PROGRAM**

THIS AGREEMENT made and entered into by and between the City of Mill Creek, hereinafter referred to as the "City", and Everett Public Schools, hereinafter referred to as the "District". This Agreement shall be effective from September 1, 2022 through August 31, 2023.

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 a City police officer has been placed at Jackson High School with additional duties at Heatherwood Middle School to help promote student, staff, and public safety in the schools; and

WHEREAS, the District wishes to continue to provide funding for the SRO program at Jackson High School, and wishes to provide funding to support an additional SRO at Heatherwood Middle School, to help promote public safety in those schools; and

WHEREAS, by virtue of this Agreement, the parties desire to define the SRO program at Jackson High School and Heatherwood Middle School; and

WHEREAS, the parties agree there is value to adding a second SRO to be assigned to Heatherwood Middle School;

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. A regularly employed City police officer will be assigned by the City to serve as an SRO at Jackson High School. A second regularly employed City police officer will be assigned by the City to serve as an SRO at Heatherwood Middle School. Both SROs will also establish and maintain a liaison relationship with Mill Creek Elementary. A total of two (2) officers will be assigned to serve as SROs pursuant to this Agreement. The SROs will focus on 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 Mill Creek 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 officers to be assigned as SROs after consultation with the District. At the end of each school semester, the principals from the schools served by SROs shall provide written feedback about the performance of their SROs 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 feedback and City performance evaluation shall be considered in the selection of the officers to be assigned as SROs.
- C. It is intended that an SRO be at an assigned school or schools on the days that school is in session, for his/her forty (40) hour work week. SROs are expected to be punctual in reporting to their assigned school prior to or during the general arrival of students unless previously approved by the SRO's police supervisor. If an assigned SRO is unable to perform his/her duties for a period of more than five (5) consecutive days, the City will assign an alternate police officer ("Alternate Officer") to the District within thirty (30) days

to fulfill the SRO assignment until the regularly assigned Officer returns to duty. The Alternate Officer will be selected by the City based on available staffing levels and available personnel. The City will not expect the District to pay for service on days that an SRO is not present on a campus to which he or she is assigned on a day that school is in session, and there is not (first) an Alternate SRO or (second) a police officer available to stand in for the SRO. In the event the City is experiencing a Police staffing shortage that prevents assignment of an alternate SRO, or if the SRO position is vacant for one or more months, the monthly invoice(s) will be reduced on a pro rata basis. The City agrees that the school principal and the District superintendent will be informed as soon as reasonably practical on any day the assigned SRO will not be present on his or her assigned campus on a day that school is in session.

- 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 SRO's police supervisor, to maximize the SRO's positive impact on the school community. On scheduled workdays when school is not in session (summer, school breaks, holidays, etc.) the SRO will work for the City as determined by his/her police supervisor and will be available for special events during the school year based on mutual agreement and will also participate in summer and other vacation events and activities as necessary and/or appropriate.
- 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, 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 the City Manager and the District Superintendent will 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.
- 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 parties acknowledge the applicability of RCW 43.09.210 (State Auditor – Local Government Accounting) to this Agreement and have complied therewith in determining the following funding levels. An accounting thereof may be requested by either party from the other, which shall be promptly provided. The parties shall promptly meet and confer concerning such accounting at the request of either party. For the 2022-23 school year, the District shall pay the City a total of two hundred eighty thousand, five hundred sixty dollars and zero cents (\$280,560.00) for the SRO program at Jackson High School and Heatherwood Middle School. The SRO support will be for 182 days; all days school is in session and the day before and the day after the 180 day school year. Additionally, the SROs will be available for special events during the school year based on mutual agreement and will also participate in summer and other vacation events and activities as necessary and/or appropriate. Equal payments shall be made monthly from September through June based on 1/10 of the total contract amount. The City will bill the District on a monthly basis from September through June based on 1/10 of the total contract amount. All invoices shall be sent to the Everett Public Schools Accounting Office at 3900 Broadway, Everett, WA 98201. Invoices sent to school locations may delay payment. Upon receipt of a properly executed invoice, the District will make payment within thirty (30) days following the receipt of the invoice. Late payment charges shall not be assessed unless payment is more than forty-five (45) days late from the time the properly executed invoice is received by the District. (Note: The parties understand that in practice the District accounts payable staff will establish an auto-disbursement to the City for each of the months September through June for 1/10 of the annual contract amount. Deviations from that amount, for SRO absences or additional duties, will be processed separately upon receipt of the monthly billing.)

## 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 rights to any other third 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 conjunction with, this Agreement, to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other party hereto harmless from any such liability. In the case of negligence of both parties hereto, any damages shall be assessed in proportion to the percentage of negligence judicially 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 SRO's ability to fulfill the parties' intent as set for 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 Mill Creek City Manager, or his/her designee, and the District's Superintendent, or his/her designee, for resolution. The representatives shall work to jointly resolve the dispute.

Section 4: Termination - Renegotiation

This Agreement is subject to termination or renegotiation by either party if advance written notice is given no less than six (6) months prior to the end of the term of this agreement if the intent is to renegotiate or terminate this Agreement. In the event this Agreement is terminated, the District shall be entitled to a refund pro rata from the City based upon the number of contract days per SRO that remain at the time of termination. 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: Nondiscrimination

The District is an equal opportunity employer. By entering into this Agreement, the City assures the District that the City complies with all laws and regulations pertaining to nondiscrimination. No person shall, on the grounds of race, creed, religion, color, national origin, sex, sexual orientation, age, marital status, veterans' status, disability, or other protected status be excluded from participation in, be denied benefits of, or otherwise subject to discrimination under any activity performed pursuant to this Agreement.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

City of Mill Creek

Everett Public Schools

\_\_\_\_\_  
Martin Yamamoto, Acting City Manager

\_\_\_\_\_  
  
Dr. Ian Saltzman, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
8/23/2022  
Date

Attest:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney







PO Box 2098, Everett, WA 98213  
www.everettsd.org

Board of Directors

Pam LeSesne  
*President*

Dr. Traci Mitchell  
*Vice President*

Andrew Nicholls  
*Legislative Representative*

Caroline Mason  
*Parliamentarian*

Dr. Jen Hirman

Administration

Dr. Ian B. Saltzman  
*Superintendent*

Dr. Peter Scott  
*Deputy Superintendent*

Dr. Shelley Boten  
*Chief Academic Officer*

Dr. Pete Misner  
*Regional Superintendent / Chief Strategist*

Dr. Chad Golden  
*Executive Director of Human Resources*

Mike Gunn  
*Executive Director of Facilities and Planning*

Jeff Moore  
*Chief Financial Officer*

Larry Fleckenstein  
*Regional Superintendent*

Dr. Cathy Woods  
*Regional Superintendent*

Kathy Reeves  
*Director of Communications*

Sarah Mack  
*General Counsel*

August 24, 2022

Chief Stan White  
Mill Creek Police Department  
15728 Main Street  
Mill Creek, WA 98012

Dear Chief White:

Enclosed please find three originals of the Interlocal Agreement for School Resource Officers approved by our board. Please submit these for approval and return two fully executed contracts to our office.

Thank you.

Sincerely,

Lorie Lambert  
Executive Assistant  
Deputy Superintendent's Office  
425-385-4017



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Section 5: Venue

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

Section 6: Nondiscrimination

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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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

City of Mill Creek

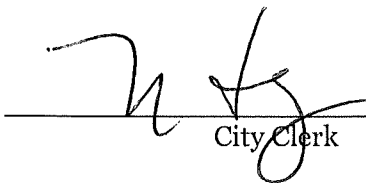
Everett Public Schools

  
 \_\_\_\_\_  
 Martin Yamamoto, Acting City Manager  
 9-23-2022  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Dr. Ian Saltzman, Superintendent  
 8/23/2022  
 \_\_\_\_\_  
 Date

Attest:

Approved as to Form:

  
 \_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 City Attorney

