

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 22, 2021**

<b>AGENDA ITEM:</b> Amended ILA for School Resource Officer Services to the Marysville School District	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Commander Wendy Wade	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Interlocal Agreement Marysville School District 25 and City of Marysville School Resource Officer Agreement 2020-2022;	<b>APPROVED BY:</b>	
	MAYOR	CAO
<b>BUDGET CODE:</b>	<b>AMOUNT: \$397,329</b>	

Two Marysville Police Officers, assigned as School Resource Officers (SRO's), will provide assistance with safety and security issues on the Marysville School District campuses and at other school events. The officers will respond to criminal activity that may occurred on the assigned campuses as well as assist to identify, investigate, deter, and respond to incidents involving weapons, violence, harassment, intimidation, youth gang involvement and other crime related activities. The officers will also serve as a positive resource to students, parents, school staff and administrators.

The Marysville School District agrees to make an annual payment to the City due within 30 days of the commencement of services for the upcoming school year and receipt of the City's invoice. The payment is for 75% of the 12 month salary for 2 School Resource Officer (SRO's) for the 2020-2021 school year beginning February 1, 2021 and the 2021-2022 school year.

This ILA replaces the previous agreement dated September 10, 2019. Due to the impacts of the Covid -19 pandemic, the District's budget and need for SRO's has altered from 4 SRO's to 2 SRO's

**Payment Schedule:**

**\*2020-2021 School year** (February 1, 2021 to the end of the 2021 school year, date yet to be determined)

2 SRO's 75% of 12 month salary	\$129,806.00 (Estimate)
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**\*2021-2022 School year** (Dates to be determined)

2 SRO's 75% of 12 month salary	\$267,523.00 (Estimate)
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**RECOMMENDED ACTION:**

Staff recommends that council authorize the Mayor to sign the Interlocal Agreement with Marysville School District 25 for SRO services.

**COUNCIL ACTION:**

**Marysville School District No. 25**

**And**

**City of Marysville**

**School Resource Officer Agreement  
2020-2021 and 2021-2022 School Years**

**This agreement** made by and between the City of Marysville (hereinafter referred to as the City) and the Marysville School District (hereinafter referred to as the School District) is effective as of the date of the last signature below

**WITNESSETH**

**WHEREAS**, the City of Marysville and the Marysville School District agree that it is in the best interest of both parties to continue with the School Resource Officer program by assigning police officers to the selected schools of the District; and

**WHEREAS**, under prior agreements four officers and one sergeant were assigned as School Resource Officers (SRO) during the 2019-2020 school year; and

**WHEREAS**, the parties agree that the SRO's have provided valuable services to the School District and its students; and

**WHEREAS**, the parties agree that the SRO program increases public safety; and

**WHEREAS**, the parties agree that the SRO program is a high priority; and

**WHEREAS**, the COVID-19 pandemic has impacted the District's budget and altered school schedules which has altered the need for SRO's; and

**WHEREAS**, the parties agree that two officers should be assigned as SRO's for a portion of the remaining 2020-2021 school year, for the 2021-2022 school year, and this Agreement replaces the previous SRO Agreement between the parties dated September 10, 2019; and

**WHEREAS**, the Marysville School District agrees to provide funding for School Resource Officers as set forth in this agreement, unless terminated according to this agreement.

**Now Therefore it is Mutually Agreed As Follows:**

## **1. Purpose**

The Marysville Police Department and the Marysville School District will assign two (2) regularly employed Marysville Police Officers to serve as School Resource officers within the District's schools. The officers will provide assistance with safety and security issues on the school campuses and at other school events. The officers shall respond to reports of criminal activity which have occurred on the assigned campus and shall assist to identify, investigate, deter, and respond to incidents involving weapons, violence, harassment, intimidation, youth gang involvement or other crime related activities.

In addition, and when time allows, the officers will serve as a positive resource to provide school students, parents, school staff and administrators with information, support, and problem-solving mediation and facilitation.

The parties agree that the School Resource Officers (SROs) will not be responsible for requests to resolve routine discipline problems involving students. The administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of the School District administrators unless the violation or misbehavior involves criminal conduct.

The School Resource Officers' mission includes the Community Policing Strategy outlined by the United States Department of Justice's Community Oriented Police Services ("COPS"). The strategy is summarized as: "Community policing is a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem solving techniques, to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime."

It is agreed that the City shall select the officers to be assigned to the schools in consultation with the school administration. The officers shall be assigned to the school assignment for their regular workweek minus any scheduled vacation time, sick time, training time, court time, or any other police related emergency.

Scheduling for the officers while school is in session will be mutually agreed upon by the school administration, and the officers' police supervisor. On scheduled workdays when school is not in session (summer vacation, school breaks, holidays, etc.) the officers will work on assignments as determined by the police supervisor.

## **2. Payment**

The Marysville School District shall make an annual payment to the City due within 30 days of the commencement of services for the upcoming school year and receipt of the City's invoice. The payments represent the financial responsibility of the Marysville School District outlined in this

Agreement. The School District will pay the City an amount equal to seventy-five percent (75%) of the 12-month salary and benefits for the SROs for the school year as set forth in Exhibit A. The parties intend that two (2) officers will be assigned as SRO's and that the School District will pay for two (2) officers for the 2020-2021 and the 2021-2022 school year. This agreement does not constitute an employment agreement between the District and the City.

Throughout the duration of this agreement, each SRO will remain an employee of the City for all relevant employment purposes and obligations under federal, state, and local law. The City shall be responsible all costs of employing the officers, such as overtime, benefits, etc. The annual amount of the School District's obligation for the 2020-2021 and 2021-2022 school year shall be in accordance with the payment schedule attached as Exhibit A. The City and the School District will engage in discussions regarding continuing the program for subsequent school years.

### **3. Agreement for Sole Benefit of Parties**

It is understood and agreed to that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party.

### **4. No Joint Venture or Separate Entity**

No joint venture or partnership is formed as a result of this agreement.

### **5. Reporting Obligations**

The City and its representatives, as well as the District and its representatives, understand and acknowledge that any SROs assigned to schools have a lawful duty and obligation to report suspected abuse or neglect of any child under the age of 18 pursuant to the provisions of Chapter 26.44 RCW.

In addition, the City and its representatives, as well as the District and its representatives, understand and acknowledge that any SROs assigned to schools have a lawful duty and obligation to report to the building or program administrator any use of restraint or force used on any student engaged in school-sponsored instruction or activities. SROs will also follow-up with any required written notice or report detailing such the facts of such incident in compliance with RCW 28A.600.485.

### **6. Policies and Procedures of the District**

Each SRO assigned to a school will become familiar with the District's policies and procedures, including District Policy 3226 and implementing procedure 3226P (Interviews and interrogations of Students on School Premises) and District Policy 3230 and implementing procedure 3230P (Student Privacy and Searches) - and will strive to comply with and promote

the policies and mission of the District while assigned to a school. Each SRO acknowledges the importance of adult role models in the lives of students served by the District, and agrees to conduct himself/herself at all times and in all interactions with students in a manner consistent with community expectations, the highest professional standards, and District Policy 5253 and implementing procedure 5253P (Maintaining Professional Staff/Student Boundaries).

## **7. Student Education Records (FERPA)**

Notes, records, and other documents related to a student that have been created or maintained by an SRO while working with the school may be “education records” within the meaning of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 1232g and 34 C.F.R. Part 99, as well as corresponding state law, unless the document is exempted from the “education record” definition by federal regulation. When such notes, records, and other documents fall within the definition of an “education record,” such notes, records, and other documents are subject to the request and confidentiality provisions of FERPA, and must be shared with the school or a student’s parent/guardian upon request unless a specific exception applies.

SROs working on school grounds may also have access to additional student education records while assigned to school to carry out the SROs duties and responsibilities. Any education records containing a student’s personally identifiable information may not be further disclosed by an SRO to any third party without express written permission of the student’s parent/guardian or unless otherwise authorized by federal or state law.

Both parties are subject to the Public Records Act (PRA), chapter 42.56 RCW and shall comply with the PRA and cooperate to ensure compliance with the PRA and with FERPA.

## **8. Independent Contractor**

The SROs will remain under the supervision, direction, and policies of the City and all City property used by the SROs will remain City property. In the event the School District provides the use of School District property to the officers, it shall be on a temporary basis and will remain the property of the School District.

## **9. Administration**

The Chief of Police will direct the SROs. To the extent any joint decisions are necessary the Chief and the Superintendent or the Superintendent’s designee (e.g., the school building administrator) will confer or cause their subordinates to confer to carry out the purposes of this Agreement.

## **10. Liability and Indemnification**

Each Party assumes responsibility and liability for the acts and omissions of its employees, officers, and agents in the performance of this Agreement or in enjoying the benefits of this Agreement. The City agrees to defend, indemnify, and hold harmless the District, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the City, its employees, officers, or agents. The District agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of the District, its employees, officers, or agents. In cases of joint liability, liability shall be apportioned between the parties or other defendants in accordance with the laws of the State of Washington. Neither party shall be responsible to the other party for the consequences of any acts or omission of any person, firm, or corporation not a party to this agreement. Neither party to this agreement is the agent of the other party.

The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

No liability shall attach to the City or the District by reason of entering into this agreement except as expressly provided herein.

## **11. Nondiscrimination**

The City and District agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, denied employment in, or adversely affected in his or her education in the administration of or in connection with any aspect of this agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of trained dog guide or service animal by a person with a disability. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act and Washington Law Against Discrimination, and agree to promptly investigate, respond to, and eliminate harassment involving students of which they have knowledge, as required by the provisions of federal and state law.

In the event that one of the parties hereto refuses to comply with the above provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

## **12. Dispute Resolution**

Any disputes between the District and the City in regard to the agreement shall be referred for determination to the Chief of Police, or his/her designee, and the Superintendent and his/her designee, for resolution.

### 13. Termination

Either party may terminate this Agreement for any reason if it provides the other party with at least 60 days advance written notice. In the event of termination of the agreement, the School District shall pay the City a prorated amount based upon the number of days worked by each SRO compared to the total number of days in the school year. Either party may commence renegotiation of the terms of this Agreement if it provides the other party with at least 60 days advance written notice. The parties also may renegotiate at any time by mutual agreement, provided that any change to the terms of this Agreement must be in writing.

### 14. Venue

This agreement and the parties' interpretation of this agreement shall be governed by Washington law, and the venue for any claim or dispute arising out of this agreement shall be Snohomish County, Washington.

### 15. Duration

This Agreement shall run from the effective date until the School District makes payment in full for both school years covered by this agreement.


### 16. Entire Agreement

This agreement constitutes the entire understanding between the parties and no other agreements, oral, or otherwise, are in existence or shall be deemed binding upon the parties. This agreement may be amended by written instrument executed by the parties.

**City of Marysville**

**Marysville School District**

\_\_\_\_\_  
Mayor Jon Nehring

\_\_\_\_\_  
  
Superintendent  
Jason Thompson

Date: \_\_\_\_\_

Date: 3-4-2021

Attest:



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Tina Brock, Deputy City Clerk

Approved as to form:

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City Attorney Jon Walker

**Exhibit A**  
**Marysville School District No. 25**  
and  
**City of Marysville**  
**School Resource Officers Agreement**

**Payment Schedule Addendum**

2020-2021 School Year (February 1, 2021 to the end of the 2021 school year)

Two (2) SRO's

Estimated Cost for 2020-2021 School Year (75% of SRO's 12-month salary and benefits) \$  
\$129,806.00

Two (2) SRO's

Estimated Cost for 2021-2022 School Year (75% of SRO's 12-month salary and benefits)  
\$267,523.00

2021 – 2022 School Year (commencing the first day of school through the end of the school year)