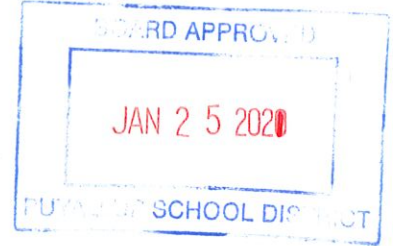


A055894 2100



**SCHOOL RESOURCE OFFICER AGREEMENT  
BETWEEN  
CITY OF PUYALLUP AND  
PUYALLUP SCHOOL DISTRICT**

**THIS AGREEMENT** is made by and between the City of Puyallup, hereinafter referred to as "City," and the Puyallup School District, hereinafter referred to as "District".

**RECITALS:**

- A The District wishes to enter into an Agreement with the City for the services of three (3) School Resource Officers (SRO) one of which will serve as the (1) SRO Sergeant (outlined below).
- B The City will render such services according to the terms and conditions hereinafter set forth.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The City shall provide the District with the services of three (3) SROs one (1) of which shall be an SRO Sergeant. The services provided by an SRO and an SRO Sergeant are described in Addendum A, attached (the "Service"). The SRO and SRO Sergeant will remain employees of the City, subject to City's policies and procedures.
2. The delivery of such service, the standards of performance, the discipline of officers, the control of City personnel, and other matters incidental to the performance of such services are described in Addendum A, attached. In the event of a dispute between the parties as to the extent of the services and functions to be rendered hereunder, or the minimum level, manner or performance of such service, the determination thereof made by the City shall be final and conclusive; provided, however, that the District may terminate the Agreement in the event that it is dissatisfied with the City's determination.
3. The City shall furnish and supply all labor, supervision, equipment, and supplies in furtherance of this Agreement.
4. The District shall not assume any liability for the direct payment of any salaries, wages, or other compensation to an SRO or SRO Sergeant performing the service provided hereunder. The City shall be responsible for any cost of overtime as authorized by the department's chain of command of the SRO and SRO Sergeant. The District shall be responsible for any overtime or off-duty employment cost; and any authorized overtime, as authorized by the District will be billed by the City to the District at the actual cost of overtime. Except as otherwise specified herein, the District shall not be liable for compensation for wages or indemnity to any City employee for injury or sickness arising out of his/her employment of this Agreement.
5. This Agreement shall be effective September 1, 2020 to June 30, 2021 (the "Initial Term"), at which time this Agreement shall terminate, in accordance with the terms hereof. Provide further, that this Agreement shall be subject to review as required by RCW 28A.320.124, for successive terms of September 1 to June 30 each (each a "Renewal Term"), unless the District or the City gives written notice to the other party

- of its intent not to renew and such notice is received by the other party not less than one hundred and eighty (180) days prior to the expiration of the initial Term or the then-current Renewal Term (a "Non-Renewal Notice"). In the event a party provides a non-Renewal Notice, this agreement shall terminate with respect to the City on the last day of the Initial Term or the Renewal Term, as the case may be.
6. The District will reimburse the City for the services of three (3) SRO's for the days that the Service is actually provided (i) for the Initial Term in the amounts contained in the cost sheet provided by the City, a copy of which is attached hereto as Exhibit B, and thereafter (ii) for each Renewal Term in the amounts contained in the cost sheet applicable to the Renewal Term, a copy of which the City will provide to the District at least ninety (90) days prior to commencement of each Renewal Term, provided that in the event City does not provide a cost sheet prior to commencement of any Renewal Term, the previous cost sheet will remain in full force and effect. The City will bill the district in ten monthly installments. The District acknowledges that the cost of Service set forth in the cost sheets described above is based on the actual cost of the SRO
  7. The City shall invoice said District by the 10<sup>th</sup> of each month for the Service provided for the previous month. The District shall pay the City within thirty (30) days after receipt of said invoice.
  8. The SRO will not be assigned to duties other than required Departmental training on days when school is in session.
  9. City will undertake all reasonable efforts to backfill absences.
  10. Credit shall be applied for any absence totaling one business day pertaining to special team training and call outs.
  11. Credits shall be applied after five consecutive days for absences pertaining to sick days.
  12. "Credit", for the purposes of this agreement, is defined as a mutually agreeable reduction to the next quarterly installment payment, calculated based on the specific circumstances of the absence(s).
  13. City will not charge overtime for operations and/or shift extensions. In the event additional backup is required, City will absorb costs.
  14. Supervision of the SRO and SRO Sergeant is the sole responsibility of the City.
  15. The School Resource Officer or any City officer is authorized to work any after school event that requires law enforcement presence as requested by the School District. The City shall be reimbursed for the officer overtime at the rate established by the School District and in conjunction with the Department. The School District shall provide the details of the events, hours, dates and officer assigned via the invoice and mailed to the Department as previously described in this Agreement.
  16. This Agreement shall be subject to all laws, rules, and regulations of the United States of America, State of Washington, and the City of Puyallup, including but not limited to, City Civil Service Rules.
  17. Either party may, in writing, request changes in this Agreement. Any and all modifications must be in writing, signed by each of the parties, and affixed to this Agreement.
  18. The City or the District may terminate the Agreement in whole or in part whenever the City or the District determines, in their sole individual discretion that such termination is in the best interests of the City or the District. An equitable adjustment in the Agreement price will be made so that the District pays only for those days of service actually provided. Termination of this Agreement by the City or District at any time during its term, whether for default or convenience, shall not constitute a breach of Agreement by the City or District. If a party intends to terminate this Agreement, such

- party shall give the other party 30 days advance written notice.
19. The District or the City may temporarily suspend the Agreement in whole or in part for up to 60 calendar days upon immediate notice with no penalty or charge whenever the District or the City determines, in their sole individual discretion that such suspension is in the best interest of the District or the City due to matters related to pandemics, such as COVID-19 or other natural disasters.
  20. In the event of litigation arising out of the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington, in Pierce City. This Agreement shall be governed by the law of the State of Washington.
  21. Differences between the District and the City arising under and by virtue of the Agreement documents shall be brought to the attention of the City or District at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken.
  22. Each of the Party shall defend, indemnify, and hold the other Party, its elected officers, officials, employees harmless from any and all loss and expense, including but not limited to, claims, suits, judgments, settlements, attorney's fees and costs by reason of any and all claims, and demands upon the other party, its appointed or elected officials or employees for damages because of personal bodily injury, including death, at any time resulting from that party's negligent acts or omissions in the performance of this Agreement. No Party will be required to defend, indemnify, or hold the other Party harmless if the claim, suits, judgment, settlement, attorney's fees or costs for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, judgments, settlements, attorney's fees or costs result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence. Each Party agrees that its obligations under this provision include, but are not limited to, any claim, demand, and/or cause of action brought by, or on behalf of, any of its appointed or elected officials or employees or agents. For this reason, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. Notwithstanding any other provision herein and except for negligent actions of the City, the District will indemnify the City with regard to any claim arising from a claim based on the provisions of RCW 28A.320.
  23. Except as set forth elsewhere, for all purposes under this Agreement, except service of process, notice shall be given by the City to the Superintendent of Schools, Puyallup School District, P.O. Box 370, Puyallup, WA, 98371. Notice shall be given by the District to the Chief of Police, Puyallup Police Department, 311 W Pioneer, Puyallup, WA, 98371. Notice may be given by delivery or by depositing in the US Mail, first class, postage paid.
  24. If any term or condition of this Agreement or the application thereof to any persons(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given without the invalid term, condition, or application. The terms and conditions of this Agreement are declared severable.
  25. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

26. This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understanding between the parties.

**End of Agreement: Signature page immediately following.**

CITY OF PUYALLUP  
AGREEMENT SIGNATURE PAGE

Agreement # A 055894

IN WITNESS WHEREOF, the parties have executed this Agreement this 25th day of January 2021.

DISTRICT:

DocuSigned by: [Signature]  
John Palm 1/25/21  
District Signature Date

[Signature] Superintendent  
Title of Signatory Authorized by Firm Bylaws

Name: John A. Palm Jr.

Address: 302 2nd ST SE  
Puyallup, WA 98372

Mailing Address: 302 2nd ST SE  
Puyallup, WA 98372

Contact Name: Char Krause

Phone: 253-840-8848

Fax: \_\_\_\_\_

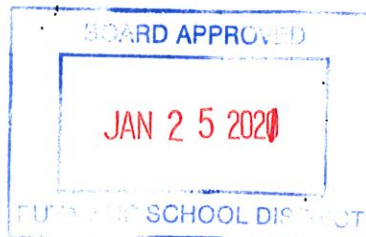
CITY:

Approved As to Legal Form Only:

DocuSigned by: [Signature]  
Shawn Arthur  
Joseph Beck, City Attorney Date  
Shawn Arthur, Deputy City Attorney

DocuSigned by: [Signature] 9/29/2020  
Scott Engle Date  
Scott Engle, Chief of Police  
026BB10893D0480...

DocuSigned by: [Signature]  
Steve Kirkelle Date  
Steve Kirkelle, City Manager





**CITY OF PUYALLUP  
SCHOOL RESOURCE OFFICER  
ADDENDUM A TO AGREEMENT**

**Duties of Puyallup Police Department**

1. Provide services in the form of School Resource Officers (SROs) one of which will be an SRO Sergeant to the District. The range of roles and responsibilities will include:
  - a. The provision of non-probationary commissioned officers.
  - b. The authority to investigate criminal conduct and acting swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school including, but not limited to, behaviors such as: trespassing, the possession and use of weapons on campus, and the illegal sale and/or distribution of controlled substances.
  - c. Fostering educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies.
  - d. Assisting schools in implementing effective research based strategies to increase schoolsafety.
  - e. Being aware of and able to utilize community service contacts that can be helpful in solving problems that arise in the school setting.
  - f. Serving as the primary contact as a coordinator with other law enforcement personnel.
  
2. Provide services in the form of data collection:
  - a. The SRO, the SRO Sergeant, the City and the District will work together to ensure the proper data collection and reporting of data regarding calls for law enforcement service and the outcome of each call. The data will be disaggregated by school, by offense type, race, gender, age and students who have individualized education program or plan developed under section 504 of the Federal Rehabilitation Act of 1973. Data collection shall be maintained by the City and provided to the District on a monthly basis to the Director of Compliance and Risk Management Services or upon request by the District

**Selection of SRO's and SRO Sergeant**

1. City shall:
  - a. Select SRO's and Sergeants who possess the desire and ability to work cooperatively with the site administrators, staff and students.
  - b. Select SRO's and Sergeants who possess communication skills which would enable the officer to function effectively within the school environment.
  - c. Coordinate a meeting with the Director of Student Services or designee, the SRO supervisor(s) and the SRO to discuss expectations for both parties.
  - d. Require all SRO's and SRO Sergeants to attend and successfully complete all state mandated school resource officer training, as determined by the City.

### Evaluation

1. The SRO's and SRO Sergeant are employees of the City and not employees of the District. The City shall be solely responsible for control of its personnel, standards of performance, training, discipline and all other aspects of performance by the City's employees while performing services under this Agreement.
2. The Director of Compliance and Risk Management Services and/or the District's designee may provide the City SRO Sergeant with performance comments and observations concerning the SRO (generally on an annual basis). The City's SRO Sergeant is solely responsible for the SRO's performance appraisal; the building principal's and /or designee's comments will be taken into considerations may or may not be included in the performance appraisal.

### Communication

1. The Superintendent or designee and the Puyallup Police Department or designee shall communicate on a regular basis regarding the SRO program.
2. In the event that the District's Superintendent or designee has determined, following consultation with the Puyallup Police Department or designee, that it is in the best interest of the District, the District shall communicate in writing to the Chief or designee a request to replace an SRO. The District will outline the reasons for the requested change. Absent Agreement by the parties to resolve a replacement for a given SRO, the SRO will be replaced within a mutually agreed-upon reasonable time frame.

### Duties of the SRO

1. The purpose of the SRO is to:
  - a. Help protect life and property; of the citizens students of the District, & the community.
  - b. Investigate violations of State and Local laws and ordinances on or near the school campus or involving students.
  - c. Assist school officials. Examples include develop and deliver staff training, consult and participate in the development of emergency plans, facilitate tabletop exercises and engage in professional learning related to school safety.
2. The parties understand and agree that the District has sole responsibility for the administration of student discipline. The parties agree that SRO's will not become involved in formal school discipline situations that are the responsibility of school administrators. The parties acknowledge that the role of an SRO is one of teacher, informal counselor and law enforcement officer. The parties recognize that trained SRO's know when to informally interact with students to reinforce school rules and when to enforce the law.
3. The SROs shall report to their assigned school for regular school duty on a full-time basis of eight (8) hours on those days and during those hours school is in session.
4. The SRO's supervisor, in consultation with the Director of Compliance and Risk Management Services, may assign the daily routine of the SRO, provided that the assignment does not conflict with City policies, guidelines, protocols, work rules and/or applicable collective bargaining Agreement.

5. Should the need arise for the SRO to arrest and detain individuals suspected of criminal activity, the SRO will attempt to remain on the school campus and another officer dispatched to transport said individuals. The City, in its discretion, may require the SROs to leave the school campus and transport the individuals.
6. Upon the request of the Director of Compliance and Risk Management Services, the SRO shall cooperate with the school's administrators in preparation for and participation in District administrative proceedings, including student suspension and/or expulsion hearings.
7. The SRO shall coordinate with the Director of Compliance and Risk Management Services in working with students and parents/guardians to address truancy concerns.
8. Time spent by SRO's attending Juvenile Court and/or criminal cases arising from and/or out of their employment as SRO's shall be considered as hours worked under this Agreement.
9. In the event of an emergency where one or more of the SRO's are ordered by the Puyallup Police Department to leave their school duty station during normal duty hours as described above in order to perform other duties for the City the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly compensation paid by the District to the City shall be reduced by the number of hours of SRO service not provided to the District. In the alternative, the hours shall be made up in a manner determined by mutual Agreement of the parties. This does not include occasional ancillary emergency response to incidents near the school or where the SRO is in close proximity and is available to assist and where there is no impact or disruption of service. It will not be the practice of the Department to, "order" SRO's to respond.
10. In the event an SRO is absent from work, the SRO shall notify both his/her supervisor in the Puyallup Police Department and the Director of Compliance and Risk Management Services for the District. In the event an SRO is absent due to illness or disability for a period of more than five (5) consecutive work days, the Puyallup Police Department agrees to assign a substitute Officer to assume and perform the duties of the SRO who is absent from work if so requested by the District. If a substitute Officer is unavailable the City will provide a credit.

**Duties of the SRO Sergeant**

1. The purpose of the SRO Sergeant:
  - a. Help protect life and property; of the citizens students of the District, & the community.
  - b. Supervise the SRO's contracted to support the District.
2. SRO Sergeant is responsible for scheduling and monitoring the program.
3. SRO Sergeant will be the primary contact for the District Emergency Response Plans.
4. SRO Sergeant will work closely with school officials and members of the community.
5. SRO Sergeant will strive to attend all meetings involving school planning and safety.

**Duties of the District**

1. In each school to which SRO's are assigned the District shall provide the following facilities and materials necessary to perform their duties:
  - a. Appropriate office supplies.
  - b. Keys and key card.



- c. Access to private interview rooms.
- d. A site-based portable radio to permit communications between staff and the SRO and to enable monitoring of staff/campus activities. In the event a site-based radio is not provided, it is the responsibility of the Principal to ensure that acceptable communication protocols are in place.
- e. The SRO assigned solely to Puyallup High School shall be provided a functioning office (telephone, desk, etc.) on-campus to foster a better and more efficient service level and partnership with staff, students, and families.

2. The District reserves the right to use its own security personnel for school business.

**Finance**

The District agrees to reimburse The City for a period of five days for transition of new SRO assignments. The Agreement rate shall be prorated for this five-day assignment.

**CITY OF PUYALLUP  
SCHOOL RESOURCE OFFICER  
ADDENDUM B TO AGREEMENT**

**Payment for Services**

The parties agree that the annual total cost of compensation for maintaining an SRO position for the 2020-21 school year is presently \$393,002.24. The District will reimburse 75% of the annual cost to the City for the services of each SRO officer position, as provided by this Agreement, for the term of this Agreement. For the SRO Sergeant position, the District and the City shall split the cost difference between a Sergeant and an officer equally. Annual charges will be billed in four quarterly installments. The District shall remit payment to the City within thirty (30) days after receipt of a quarterly invoice. The Finance Directors for each party are authorized to modify this payment schedule and process by subsequent mutual agreement, provided such understandings or modifications shall be in writing.