



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

April 28, 2009

Ordinance 16482

Proposed No. 2009-0223.1

Sponsors Lambert

1 AN ORDINANCE authorizing the county executive to
2 enter into a contract between King County and the Federal
3 Way school district for full time school resource officer
4 services.

5

6 STATEMENT OF FACTS:

7 1. The Federal Way school district desires to provide school resource officer
8 services beginning September 1, 2008, at three unincorporated-area schools,
9 Thomas Jefferson High School, Kilo Middle School and Sequoyah Middle
10 School.

11 2. The county has the ability to provide those policing and law
12 enforcement services.

13 3. Participation in this agreement is to the benefit of the citizens of King
14 County.

15 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY

16 SECTION 1. The county executive is authorized to execute an agreement,
17 substantially in the form attached to this ordinance, with the Federal Way school district
18 to provide school resource officer services.
19

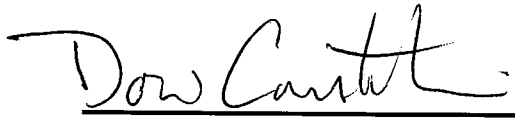
Ordinance 16482 was introduced on 4/13/2009 and passed by the Metropolitan King
County Council on 4/27/2009, by the following vote:

Yes: 7 - Mr. Constantine, Mr. Ferguson, Ms. Lambert, Mr. von Reichbauer,
Mr. Phillips, Mr. Gossett and Ms. Patterson

No: 0

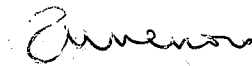
Excused: 2 - Ms. Hague and Mr. Dunn

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



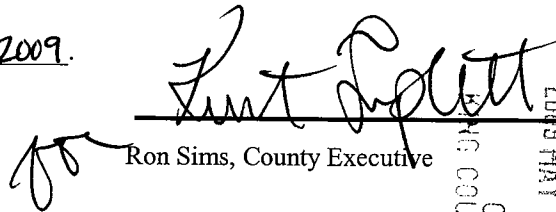
Dow Constantine, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 5th day of May, 2009.


Ron Sims, County Executive

Attachments

- A. Joint Cooperative Agreement between King County and Federal Way School District Relating to Law Enforcement (School Resource Officer) Services, A Joint Cooperative Agreement between King County and Federal Way School District Relating to Law Enforcement (School Resource Officer) Services

RECEIVED
2009 MAY -5 PM 4:13
KING COUNTY COUNCIL
CLERK

**Joint Cooperative Agreement between
King County and Federal Way School District
Relating to Law Enforcement (School Resource Officer) Services**

This is a Joint Cooperative Agreement between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County," and Federal Way Public Schools hereinafter referred to as the "School District."

WHEREAS the School District desires to provide School Resource Officer services for its students and staff in unincorporated-area schools, and;

WHEREAS the County desires to provide School Resource Officers to students and staff in unincorporated-area schools and has the resources to provide such services;

NOW THEREFORE, the County and School District hereby agree:

1. **COUNTY RESPONSIBILITIES.** As permitted by resources, the county will provide the following services within the School District during the course of the official school year:
 - 1.1. **School Resource Officer Services.** The County will provide a full-time commissioned deputy dedicated to the designated unincorporated middle and high schools within the School District during the school year. Services shall be provided on days that school is in session from the first official school day until the last official school day. This deputy shall be referred to as School Resource Officer (SRO) and will provide law enforcement and security information and services to the designated schools within the school district, as detailed in Exhibit A to this document, incorporated hereto.
 - 1.2. **Support Services.** Support services include legal advisor, planning and statistics, training, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations, and precinct support to the SRO. Such support services do not include legal services of the King County Prosecuting Attorney relating to enforcement of school district or municipal criminal and traffic codes or prosecutions arising from those codes.
2. **ORGANIZATIONAL DETAIL/MANAGEMENT STRUCTURE**
 - 2.1. The County will provide the services identified in section 1 through the following organization.
 - 2.1.1. A specifically identified SRO will be selected and assigned by the County with the input and concurrence of the School District Superintendent or designee. The continued assignment of the SRO will be subject to satisfactory performance, as determined by the County in the consultation with the School District.
 - 2.1.2. The SRO will handle the day-to-day operational concerns identified by the School District officials and staff.
 - 2.1.3. The SRO will be available to the School District during mutually agreed-upon days and hours for activities such as school events, meetings of the School District, and appropriate community meetings as long as such activities can be performed without incurring overtime expenses and the agreed-upon days and hours are not in conflict with labor agreements. The School District will provide office space as needed.
 - 2.1.4. The School Resource Officer's regularly-assigned shift will be on weekdays during normal school hours. Changes to that schedule require a minimum of two weeks notice. The SRO will not be available to the School District during weekends, holidays, or school breaks. The District "in-service training day" for the Security Department at the beginning of the school year is considered mandatory attendance for the SRO.

3. PERSONNEL AND EQUIPMENT.

- 3.1. The County is acting hereunder as an independent contractor so that control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the County.
 - 3.1.1. All persons rendering service hereunder shall be for all purposes employees of the county;
 - 3.1.2. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the County hereunder shall be that of the County.
- 3.2. The County shall furnish all personnel and such resources and material deemed by the County as necessary to provide the level of law enforcement service herein described.
- 3.3. In the event that the designated School Resource Officer has a long-term, unscheduled absence of more than two weeks, the County agrees to make every effort to backfill the position. Backfill will be provided, at the County's discretion, either on backfill overtime or with a full time replacement.
- 3.4. The County may temporarily reassign the SRO to other duties as needed to address unusual law enforcement occurrences or demands.

4. COMPENSATION.

- 4.1. In support of this program, for each SRO assigned, the School District agrees to provide compensation equivalent to the greater amount of either one-third of the cost of a School Resource Officer for the school year or 40 percent of the funds available through Title IV Part A Safe and Drug-Free Schools funds for the district as reported by the Office of the Superintendent for Public Instruction.
 - 4.1.1. This amount will be calculated by the County, and will be provided in Exhibit B, which will be updated at least annually.
- 4.2. The estimated contract amount will be billed in two invoices. The first will be delivered to the School District no later than December 31. The second will be delivered to the School District no later than June 1. Payment is due to the County within 30 days of invoicing.
- 4.3. An estimate of the cost will be provided to the School District by September 30 of each year. This estimate will be updated based on the King County Sheriff's Office Adopted Cost Book by May 15 of the following year, and the second invoice will reflect the difference in cost.

5. SCHOOL DISTRICT RESPONSIBILITIES.

- 5.1. In support of the County providing the services described above, the School District promises to supply at its own cost and expense any special supplies, stationery, notices, forms and like where such must be issued in the name of the School District.

6. DURATION. This agreement begins September 1, 2008 and will remain in effect unless terminated by either party. Either party may terminate this agreement with 90 days written notice.

7. INDEMNIFICATION.

- 7.1. The County shall indemnify and hold harmless the School District and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the County, its officers, agents and employees, or any of them, in the performance of this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the School District, the County shall defend the same at its sole cost and expense; provided, that the School District reserves the right to participate in such suit if any principle of governmental or public laws is at issue. If final judgment be rendered against the School District and its officers, agents and employee, or any of them, or jointly against the School District and the County and their respective officers, agents and employees, or any of them, the County shall satisfy the same.
- 7.2. In executing this agreement, the County does not assume liability or responsibility for or in any way release the School District from any liability or responsibility which arises in whole or in

Joint Cooperative Agreement between King County and Federal Way School District

part from the existence or effect of School District policies, procedures, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such School District policy, procedure, rule or regulation is principally at issue, the School District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the School District, the County or both, the School District shall satisfy the same, including all chargeable costs and attorney's fees.

- 7.3. The School District shall indemnify and hold harmless the County and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the School District, its officers, agents and employees or any of them, relating to or arising out of the performance of this Agreement. In the event that any suit based on such a claim, action, loss or damage is brought against the County, the School District shall defend the same at its sole costs and expense; provided that the County retains the right to participate in said suit if any principle of governmental law is at issue; and if final judgment be rendered against the County and the School District and their respective officers, agents and employees, or any of them, the school District shall satisfy the same.
8. **NON-DISCRIMINATION.** The County and the School District certify that they are Equal Opportunity Employers. The County and School District have developed and implemented Affirmative Action Programs in accordance with the guidelines in Revised Order 4 of the United States Department of Labor.
9. **AUDITS AND INSPECTIONS.** The records and documents with respect to all matters covered by this contract shall be subject to inspection, review or audit by the County or School District during the term of this contract and for three (3) years after termination.
10. **AMENDMENTS.** The Agreement may be amended at any time by mutual written agreement of the parties.
11. **ENTIRE AGREEMENT.** The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded.
12. **CONTRACT ADMINISTRATION.** The parties shall each appoint representatives to review contract performance and resolve problems which cannot be dealt with by the County's resource officer and the School District Manager. Each party shall notify the other in writing of its designated representatives. The representatives from the County will include the King County Sheriff's Office and the King County Office of Management and Budget. The contract administrators will meet as needed, but at least annually, with either party authorized to call additional meetings with ten days written notice to the other.
13. Any problem which cannot be resolved by the parties' designated representatives shall be referred to the chief executive officer of the School District and the County Sheriff for settlement.

Joint Cooperative Agreement between King County and Federal Way School District

IN WITNESS WHEREOF, the parties have executed this agreement.

King County

School District

King County Executive

Chief Executive Officer

Date

Date

Approved as to Form

King County Sheriff

School District Attorney

Date

Date

Approved as to Form

King County Deputy Prosecuting Attorney

Date

Exhibit A: Services Provided

A maximum of three schools may be served by the School Resource Officer. The schools to be served under this agreement are:

1. Thomas Jefferson High School
2. Kilo Middle School
3. Sequoyah Middle School

The School Resource Officer program shall first serve the needs of Thomas Jefferson High School. Services shall be provided at the additionally named schools when mutually agreed that the service is required in order to meet the goal of the SRO program.

The School Resource Officer will work primarily with Thomas Jefferson High School to identify the specific needs of students and the appropriate services that will be provided by the School Resource Officer. Services include the following:

1. Staff training on topics such as youth gangs, violence intervention, drug identification and intervention.
2. Assist in classroom instruction by discussing topics such as substance abuse prevention, criminal and constitutional law, and personal protection.
3. Parent education on topics such as emerging youth issues related to violence, substance abuse and the criminal justice system.
4. Building rapport with students through informal discussions and attendance at school events (at the school's request, but not to replace security at such events).
5. Law Enforcement/Safety Assistance to Schools:
 - a. Assisting with issues such as truancy, child abuse, suicide and violence.
 - b. Providing site security and law enforcement services on an as-needed basis.
 - c. Help staff to develop a site security plan.

Joint Cooperative Agreement between King County and Federal Way School District

Exhibit B: Cost for Services Provided

The following estimate is based on the 2009 Proposed Cost Book.

Cost of one SRO for school year:	\$104,704
1/3 of the cost for one SRO:	\$34,552
40% of available Title IV funds (\$70,176):	\$28,070
Cost to Federal Way School District for '08-'09 School Year	\$34,552