



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

January 15, 2013

Ordinance 17508

Proposed No. 2012-0429.1

Sponsors Lambert

1 AN ORDINANCE authorizing the county executive to
2 execute a contract agreement between King County and
3 Lake Washington School District No. 414 for school
4 resource officer law enforcement services.

5 **STATEMENT OF FACTS:**

6 1. Lake Washington School District No. 414 desires to provide school
7 resource officer services in schools within its jurisdiction. For the 2012-
8 2013 school year, the school district has requested \$17,000 in hourly
9 school resource officer services to be provided.

10 2. The county has the ability to provide these school resource officer
11 services.

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

14 4. King County and the Lake Washington School District and have
15 enjoyed a contract partnership for these services since 1997. The
16 proposed contract updates and replaces the existing contract.

17 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

18 SECTION 1. The county executive is hereby authorized to execute a contract
19 agreement with Lake Washington School District No. 414, in substantially the form of
20 Attachment A to this ordinance.
21

Ordinance 17508 was introduced on 10/22/2012 and passed by the Metropolitan King
County Council on 1/14/2013, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr.
McDermott
No: 0
Excused: 0


KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 24th day of January, 2013.


Dow Constantine, County Executive

Attachments: A. Contract Agreement

RECEIVED
2013 JAN 25 PM 2:03
CLERK
KING COUNTY COUNCIL

**Contract Agreement between
King County and Lake Washington School District #414
for School Resource Officer Law Enforcement Services**

This is a Contract between King County, a home rule charter county and political subdivision of the State of Washington, hereinafter referred to as the "County," and Lake Washington School District Number 414, hereinafter referred to as the "School District."

WHEREAS, the School District desires to provide a School Resource Officer (SRO);
WHEREAS, the County would like to provide a School Resource Officer (SRO);
NOW THEREFORE, the County and School District hereby agree:

1. **Duration:** This Contract is effective upon signature by all parties and approval of their respective councils, and shall extend through July 31, 2013. Thereafter, this Contract may be extended for one-year periods beginning August 1 of each year by fulfilling the Annual Renewal Requirements below.
2. **Contract Documents:** The clauses set forth in the Contract Documents are hereby incorporated into and made part of the Contract. The Contract Documents are:
 - A. This Contract;
 - B. Exhibit A – Annual Scope of Work, Budget, Reporting;
 - C. Any modifications or renewals executed per proper Contract procedures.
3. **Annual Renewal Requirements:** The School District and King County Sheriff's Office ("KCSO") will work together to review and update Exhibit A by July 31 each year. The KCSO Sheriff or his/her designee is authorized to approve the updated Exhibit A.
4. **Scope of Services to be Performed by KCSO:** As permitted by resource availability, KCSO will perform those services and reporting activities as described in Exhibit A incorporated herein. KCSO will furnish all necessary personnel, supervision, equipment, and supplies reasonably necessary to carry out such services and reporting activities.
5. **School District Responsibilities:** In support of KCSO providing the services described above, the School District will supply at its own cost and expense any special supplies, stationery, notices, and forms where such must be issued in the name of the School District. Where needed, the School District will provide office space for the SRO.
6. **Compensation and Method of Payment:** The School District will pay KCSO for services rendered according to the rate and method set forth in Exhibit A.
7. **Personnel:**
 - A. 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.
 - B. All persons rendering service hereunder shall be for all purposes employees of the County.
 - C. All persons rendering service hereunder shall follow and conform to all School District policies and procedures that do not conflict with policies and procedures of the King County Sheriff's Office.

- D. In the event that the designated SRO is temporarily absent from his or her post, the County has no obligation to fill that post with another deputy. Long term absences will be coordinated with the School District.
- E. The County may temporarily reassign the SRO to other duties as needed to address unusual law enforcement occurrences or demands.

8. Indemnification:

- A. The County shall indemnify, defend and hold harmless the School District and its officers, agents and employees, or any of them from any claims, actions, suits, liability, loss, costs, expenses and damages to the extent arising out of any negligent act or omission of the County, its officers, agents and employees, or any of them, in the performance of this Contract. The School District reserves the right to participate in such suit if any principle of governmental or public laws is at issue.
- B. In executing this Contract, 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 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.
- C. The School District shall indemnify, defend and hold harmless the County and its officers, agents and employees, or any of them, from any claims, actions, suits, liability, loss, costs, expenses and damages to the extent arising out of any negligent act or omission of the School District, its officers, agents and employees or any of them, relating to or arising out of their operations. The County retains the right to participate in said suit if any principle of governmental law is at issue.
- D. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

9. Modifications: All Contract modifications, except for changes to Exhibit A as described in Section 3, may be made only with the approval of all parties and the authorization of the County Council.

10. Termination: Either party may terminate this agreement upon 30 days prior written notification to the other party.

11. Entire Agreement: The parties agree that the Contract Documents are 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 SRO and the School District. Designated representatives will be listed in Exhibit A.

13. No Third Party Beneficiaries: There are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

IN WITNESS WHEREOF, the parties have executed this Contract.

King County

School District

King County Executive

Director of Business Services

Date

Date

King County Sheriff

Date

**EXHIBIT A: ANNUAL SCOPE OF WORK, BUDGET, REPORTING
To the**

**Contract Agreement between
King County and Lake Washington School District #414
for School Resource Officer Law Enforcement Services**

In consideration of the promises previously set forth in the above contract, the School District and the County agree:

1. General Terms:

- Contract Period: Upon signature to July 31, 2013
- School Year Dates: September 4, 2012 to June 19, 2013
- Total budget: \$17,000
- Service type (full- or part-time): Part-time School Resource Officer (SRO) services
- Compensation rate: Adopted average overtime rate
- Current rate: \$80.59 (2012 Adopted)
- Last update to Exhibit: July 20, 2012

2. Schools To Be Served Within the School District:

1. Evergreen Junior High School
 - * Work with other schools will be on an as-needed basis as determined by the District.

3. Specific Services To Be Provided: The SRO will provide:

- A. Staff training on topics such as youth gangs, violence intervention, drug identification and intervention.
- B. Assist in classroom instruction by discussing topics such as substance abuse prevention, criminal and constitutional law, and personal protection.
- C. Parent education on topics such as emerging youth issues related to violence, substance abuse and the criminal justice system.
- D. Building rapport with students to help students to see officers as a youth advocate whose primary concern is their safety and security.
- E. 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.
 - d. Conduct criminal investigations of minor violations of the law on School District property.

4. **Work Schedule:** The SRO will be available to the School District during mutually agreed-upon days and hours.

5. Budget & Payment

- A. **BUDGET** – The total contract value for this operational period is \$17,000. Contract work and billing shall not exceed this amount.
- B. **RATE** – Work performed under this contract will be billed based on the Adopted average overtime rate for the applicable calendar year. The final Adopted rate will be produced by May 15 each year. To assist in planning, an estimated rate will be provided by October 31 each year for the following year's costs.
- C. **BILLING** – KCSO will bill the School District biannually for hours worked by the following dates:
For work performed July 1 – December 31: Bill submitted by January 31
For work performed January 1 – June 30: Bill submitted by July 31
- D. **PAYMENT** – Payment is due to KCSO 30 days after receipt of invoice.

6. **Reporting:** The SRO will report on law enforcement services provided as agreed to by the SRO and the School District. The SRO will notify the School District as soon as reasonably possible in the event it becomes aware of a significant criminal occurrence within the School District.

7. Designated Representatives:

King County Sheriff's Office
Robin Rask
Sheriff's Office Contracts Unit
516 3rd Ave.
Seattle, WA 98104
Phone: 206-205-0470
Fax: 206-205-7608
Robin.Rask@kingcounty.gov

Lake Washington School District
Scott Emry
Risk and Safety Manager
Lake Washington School District
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