



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 15, 2009

Ordinance 16728

Proposed No. 2009-0552.1

Sponsors Gossett and Patterson

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

4 STATEMENT OF FACTS:

5 1. The Kent school district desires to provide school resource officer
6 services during the 2009-2010 through the 2013-2014 school years at one
7 unincorporated-area school, Kentlake High School.

8 2. The county has the ability to provide those policing and law
9 enforcement services.

10 3. Participation in this agreement is to the benefit of the citizens of King
11 County.

12 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY

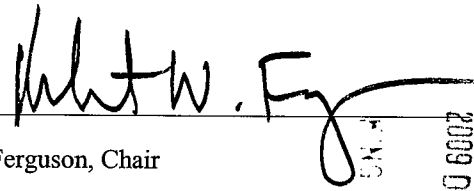
13 SECTION 1. The county executive is authorized to execute an agreement,
14

- 15 substantially in the form attached to this ordinance, with the Kent school district to
16 provide school resource officer services.

Ordinance 16728 was introduced on 9/21/2009 and passed by the Metropolitan King County Council on 12/14/2009, by the following vote:

Yes: 7 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Mr. Ferguson and Mr. Dunn
No: 0
Excused: 1 - Ms. Lambert

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



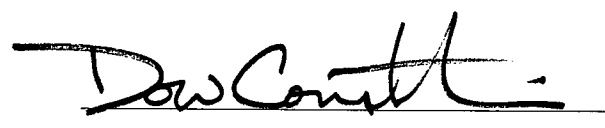
Bob Ferguson, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 21st day of December, 2009.



Dow Constantine, County Executive

Attachments: A. Joint Cooperative Agreement between King County and Kent School District Relating to Law enforcement (School Resource Officer) Services

COPY

16728

Attachment A

ORIGINAL

**Joint Cooperative Agreement between
King County and Kent 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 Kent School District, 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 junior high 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. The services provided by the SRO are in addition to normal police services already provided by the County.
 - 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 SRO must have the ability to present a positive image and symbol of the entire police agency. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature that a positive image of the police agency is reflected. 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.

Joint Cooperative Agreement between King County and Kent School District

- 2.1.4. The School Resource Officer's regularly-assigned shift will be on weekdays during normal school hours. The SRO will be available for regular school duty on a full-time basis of eight (8) hours on those days and during those hours that school is in session, unless on an approved leave per county policy or temporarily reassigned per Section 3.4. 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. If the SRO is absent, no overtime or backfill personnel are guaranteed.
- 2.1.5. The SRO must have the ability to provide good quality educational services in areas of law enforcement that a commissioned officer could normally be expected to provide. The educational background, experience, interest level, and communication skills of the SRO must be of a high quality so that the SRO can effectively and accurately provide resource teaching services. The SRO must have the desire and ability to work cooperatively with the principal and other building administrative staff and employees.

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 is absent from his or her post, the County has no obligation to fill that post with another deputy.
- 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, 2009 and will remain in effect until June 30, 2014, unless terminated by either party. Either party may terminate this agreement with 90 days written notice. In the event this agreement is terminated, compensation will be made to the County for all services performed to the date of termination. In the event that the School District has paid in

Joint Cooperative Agreement between King County and Kent School District

advance for services, the School District will be entitled to a prorated refund for each day that the SRO services are not provided because of termination of this agreement.

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 negligent 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 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 negligent 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

Joint Cooperative Agreement between King County and Kent School District

needed, but at least annually, with either party authorized to call additional meetings with ten days written notice to the other.

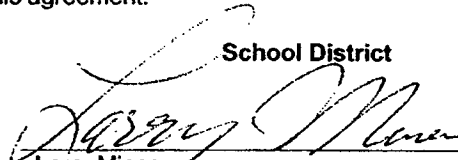
- 13. Any problem which cannot be resolved by the parties' designated representatives shall be referred to the chief executive officer of the School District and the County Sheriff for settlement.

IN WITNESS WHEREOF, the parties have executed this agreement.

King County

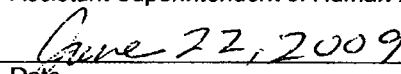
School District

King County Executive



Larry Miner,
Assistant Superintendent of Human Resources

Date



Date

King County Sheriff

Date

Joint Cooperative Agreement between King County and Kent School District

Exhibit A: Services Provided

The schools to be served under this agreement are:

1. Kentlake High School

Other unincorporated-area schools may also be provided with occasional service at the request of the school district when that service supports the goal of the School Resource Officer program at the school listed above.

The School Resource Officer will work with the above schools 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, search and seizure, motor vehicle 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. Make referrals to social agencies as appropriate.
 - b. Providing site security and law enforcement services on an as-needed basis. Provide input into school based security.
 - c. Help staff to develop a site security plan.
 - d. Maintain the peace on school district property. Make arrests and referrals of criminal law violators.
 - e. Provide police counseling to students when requested by the principal or designee and student and mutually agreed to by all parties.
 - f. Conduct criminal investigations of minor violations of the law on school district property or property immediately surrounding the school district property as assigned by King County Sheriff's Department.
 - g. Follow and conform to all school district policies and procedures that do not conflict with policies and procedures of the King County Sheriff's Department.