



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**March 22, 2016**

**Ordinance 18262**

**Proposed No. 2016-0007.1**

**Sponsors Dunn**

1 AN ORDINANCE authorizing the county executive to  
2 execute a contract agreement between King County and  
3 Kent school district for school resource officer law  
4 enforcement services.

5 STATEMENT OF FACTS:

- 6 1. Kent school district desires to provide school resource officer services  
7 in schools within its jurisdiction.
- 8 2. The county has the ability to provide these school resource officer  
9 services.
- 10 3. Participation in the 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 hereby authorized to execute a contract

14 agreement with Kent school district, in substantially the form of Attachment A to this  
15 ordinance.  
16

Ordinance 18262 was introduced on 1/11/2016 and passed by the Metropolitan King County Council on 3/21/2016, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,  
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles  
and Ms. Balducci  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair

ATTEST:

Anne Noris, Clerk of the Council

RECEIVED  
2016 MAR 31 PM 3:53  
KING COUNTY COUNCIL  
CLERK

APPROVED this 30 day of MARCH, 2016.

Dow Constantine, County Executive

**Attachments:** A. Contract Agreement between King County and Kent School District #415

**Contract Agreement between  
King County and Kent School District #415  
for School Resource Officer Law Enforcement Services**

This is a contract (Contract) between King County, a home rule charter county and political subdivision of the State of Washington (County), and Kent School District (School District).

WHEREAS, the School District desires to provide a School Resource Officer (SRO);

WHEREAS, the County would like to provide an SRO;

NOW THEREFORE, the County and School District hereby agree:

1. **Duration:** This Contract is effective January 1, 2016 and extends through July 31, 2016. Thereafter, this Contract may be extended for one-year periods beginning August 1 of each year by fulfilling the annual renew requirements stated in Section 3 below.
2. **Contract Documents:** The clauses set forth in the following contract documents (Contract Documents) are hereby incorporated into and made part of the Contract:
  - 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. 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.

D. 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 both governing bodies.

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

**11. Council appropriation:** KCSO's obligations under this agreement are conditional upon appropriation by the County Council of sufficient funds to support the activities described in this agreement. Should such appropriation not be approved the KCSO may terminate this agreement immediately upon written notice to the School District.

**12. 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.

**13. 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.

**14. 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**

**Kent School District #415**

\_\_\_\_\_  
Dow Constantine, King County Executive

\_\_\_\_\_  
Dr. Calvin Watts, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Urquhart, King County Sheriff

\_\_\_\_\_  
Date

**EXHIBIT A: ANNUAL SCOPE OF WORK, BUDGET, REPORTING**  
**To the**  
**Contract Agreement between**  
**King County and Kent School District #415**  
**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 through July 31, 2016
- School year dates / work period: January 1, 2016 - June 24, 2016
- Base cost estimate for 2016: \$78,620 (estimate only)
- Service type (full or overtime): Full time SRO services beginning January 1, 2016
- Last update to Exhibit: September 28, 2015

**2. Schools To Be Served Within the School District:** Service will be provided to all KSD schools located in unincorporated King County. Primary services will be provided to the following schools:

- A. Kentlake High School
- B. Grass Lake Elementary School
- C. Sawyer Woods Elementary School

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

- A. Officer presence in schools on the campus.
- B. Staff training on topics such as youth gangs, violence intervention, drug identification and intervention.
- C. Assist in classroom instruction by discussing topics such as substance abuse prevention, criminal and constitutional law, and personal protection.
- D. Parent education on topics such as emerging youth issues related to violence, substance abuse and the criminal justice system.
- E. Building rapport with students to help students to see officers as a youth advocate whose primary concern is their safety and security.
- F. Law Enforcement/Safety Assistance to Schools:
  - i. Assisting with issues such as truancy, child abuse, suicide and violence.
  - ii. Providing site security and law enforcement services on an as-needed basis.
  - iii. Help staff to develop a site security plan.

**4. Work schedule starting 1/1/2016:** The officer's schedule will be as follows:

- A. Full time, except week-long breaks, through 6/24/2016: The SRO will work full time (Monday through Friday) during the school year, plus one week after school ends, with the exception that during all week-long breaks (winter/midwinter/spring), the SRO will either take vacation or return to unincorporated patrol work for KCSO.
- B. Summer vacation: After 6/24/2016, the SRO will begin work for KCSO for the summer break.
- C. Vacation & sick time: The SRO may take vacation or sick time during regularly scheduled school work hours if he/she submits and is granted a vacation request. KSD should be notified in advance of any vacation scheduled during school work hours while school is in session.

- D. Work day: The SRO will be available for the eight-hour workday on days he/she is working for the District. If the school day is shorter than a standard eight-hour work day, the SRO is available to the School District for the remainder of those eight hours to continue SRO-related work.
- E. Backfill: The costs do not provide guaranteed backfill in the event the officer is ill or injured. Therefore, if the officer is ill a few days or takes vacation while school is in session, that cost is borne by the School District. However, in the event that there is a long-term injury, etc., the Sheriff's Office will attempt to backfill if possible, or provide a proportional credit.
- F. Discretionary overtime: No overtime is included in the base SRO cost listed in the General Terms. If the School District needs the SRO to work discretionary overtime (dances, sport events, school incident training, PTA functions, etc.), the School District can:
  - i. Provide advance notice to the SRO's sergeant supervisor requesting the overtime, which must be coordinated and approved by KCSO. Discretionary overtime will be charged as below.
  - ii. Flex the SRO's schedule to shift hours. Shift flexing must be per Guild labor contract requirements.
- G. School schedule: The 2015-2016 school year is as follows:
  - January 1, 2016: SRO begins full time work with School District
  - February 15 - 19, 2016: Second Winter Break (Officer works for KCSO)
  - April 4 – 8, 2016: Spring Break (Officer works for KCSO)
  - June 17, 2016: Last day of school
  - June 24, 2016: Officer completes work for the school year and returns to KCSO work thereafter for the summer

**5. Cost & Payment**

- A. Work performed starting 1/1/2016:
  - i. Base cost: The base cost for the SRO will be an average cost, provided by the KCSO Contracts Unit. The 2016 portion of the year will be based on 2016 adopted costs. The 2016 adopted costs will not be available until late spring of 2016, so a 2016 proposed cost estimate will be made available to the school district in November 2015.
  - ii. Discretionary overtime cost: Overtime hours that the school district requests during this time period will be tracked separately and billed to the School District according to the SRO's actual hourly salaries and benefits. This will be added to the base cost and billed as per below.

- B. Billing: KCSO will bill the School District for hours worked according to the below general schedule:

Month worked	Month bill sent to School District
January - May	July
June (SRO service ends June 24 <sup>th</sup> )	August

Note that the invoice is held from January – May each year until the Adopted cost is developed for that year.

- C. 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**

Contract representative:

Robin Rask  
Program Manager  
Contracts Unit  
516 3<sup>rd</sup> Ave.  
Seattle, WA 98104  
Phone: 206-263-2547  
Robin.Rask@kingcounty.gov

Operational contact:

Chief Dan Pingrey  
Patrol Operations Division  
516 3<sup>rd</sup> Ave.  
Seattle, WA 98104  
Phone: 206-263-2551  
Daniel.Pingrey@kingcounty.gov

Payment to:

King County Sheriff's Office  
W-150 King County Courthouse  
516 Third Ave.  
Seattle, WA 98104-2312  
Attention: DeWayne Pitts  
Financial Management Section  
KCSO.Accounting@kingcounty.gov

**Kent School District**

Contract representative:

Timothy Kovich  
Kent School District  
Administration Center  
12033 SE 256th St. Suite A200  
Kent, WA 98030-6503  
Phone: 253-373-7256  
Fax: 253-373-7552  
Timothy.Kovich@kent.k12.wa.us

Billing to:

Lynda Stoddard  
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