

1
2 September 17, 1996

Introduced By: PETE VON REICHBAUER

3
4 Proposed No.: 96-625

5
6 ORDINANCE NO. 12608

7 AN ORDINANCE making a supplemental appropriation of
8 \$80,584 to the Department of Public Safety for supplemental security and
9 law enforcement services, at Northshore and Lake Washington School
10 Districts, and amending Ordinance 12029, Section 15, as amended.

11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12 Section 1. There is hereby approved and adopted a supplemental appropriation
13 of \$80,584 to the department of public safety from unanticipated revenue from the Lake
14 Washington and Northshore School districts for security and law enforcement services.

15 Section 2. Ordinance 12029, Section 15, as amended is hereby amended by
16 adding thereto and inserting therein the following:

17 PUBLIC SAFETY - From the Current Expense Fund there is hereby
18 appropriated to:

19 Public Safety \$80,584

20 INTRODUCED AND READ for the first time this 4th day of

21 November, 1996.

22 PASSED by a vote of 10 to 0 on this 21st day of January,

23 1997.

24 KING COUNTY COUNCIL
25 KING COUNTY, WASHINGTON

26 Jane Hagen
27 Chair

28 ATTEST:

29 Gerald A. Peterson
30 Clerk of the Council

31 APPROVED this 31 day of January, 1997.

32 [Signature]
33
34 King County Executive
35

36 Attachments:

**Joint Cooperative Agreement between
King County and Lake Washington School District #414
Relating to Law Enforcement 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 Washington State School District Number 414 (Lake Washington School District), hereinafter referred to as the "School District."

WHEREAS the School District desires to provide security and law enforcement services for its students and staff, and;

WHEREAS the County has the resources to provide such security and law enforcement services;

NOW THEREFORE, the County and School District hereby agree:

1. **COUNTY RESPONSIBILITIES.** The county will provide the following services within the School District limits:
 - 1.1 **Security Services.** The County will provide as a supplementary service (8) part time, off duty, commissioned patrol officers dedicated to the security need of the District. The officer will provide law enforcement and security information and services to the district, as detailed in Attachments "A" and "D" to this document, incorporated hereto. Such services shall include patrol of District grounds, preparation of daily reports as needed, providing resources for students and staff, and other duties as mutually agreed upon by the parties.
 - 1.2 **Support Services.** Support services include legal advisor, planning and statistics, subpoena control; training, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations, and precinct support to the officer. Such support services do not include legal services of the King County Prosecuting Attorney relating to enforcement of District or municipal criminal and traffic codes or prosecutions arising thereunder.
2. **ORGANIZATIONAL DETAIL/MANAGEMENT STRUCTURE**
 - 2.1 The County will provide the services identified in section 1 through the following organization.
 - 2.2 Liaison will be provided through the assigned and specifically identified officers designated by the County with the advice of the School District Superintendent or designee. The Resource officer will handle all day-to-day operational concerns identified by the School District officials and staff. In addition, the County resource officer will be available to the School District during mutually agreed-upon days and hours, for activities such as school events meetings of the District and appropriate community meetings. The School District will provide office space as needed.
 - 2.3 The assigned officers shall be agreed to by the District, and the continued assignment of the officer will be subject to satisfactory performance, as determined by the County in the consultation with the District.
 - 2.4 The County resource officer will notify the School District in the event of a significant criminal occurrence within the School District;
 - 2.5 The County resource officer will report as needed; criminal and traffic activity, and on law enforcement services provided.

3. PERSONNEL AND EQUIPMENT.

- 3.1 The County is acting hereunder as an independent contractor so that:
- 3.1.1 Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the County;
 - 3.1.2 All persons rendering service hereunder shall be for all purposes employees of the county;
 - 3.1.3 All liabilities for salaries, wages, any other compensation, injury, sickness or liability to the public for negligent acts or omissions arising from performance of the law enforcement services provided under this contract 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.

4. COMPENSATION.

- 4.1 The estimated contract amount for 1996 is \$56,584 shown in attachment "B," hereunto attached. Such compensation includes selected officers at the current overtime rate. The exhibits shall be revised for each subsequent year in which services are purchased by the School District.
- 4.2 The District agrees to pay King County at the hourly charge specified in Attachment "C." This charge will be updated annually. All hours shall be at the request and discretion of the District.
- 4.3 Billing. The estimated contract amount will be billed in equal quarterly amounts. Payments are due within 30 days after invoicing by the County.
- 4.4 Other. For the School District's budget planning purposes, the County will transmit to the School District on or about March 1 of each year an estimate of the next calendar year's contract amount. For the County's budget planning purpose, the school District will transmit to the County on or about June 1 the estimated amount of supplemental services, if any, which the School District wishes to purchase.

5. SCHOOL DISTRICT RESPONSIBILITIES. In support of the County providing the services described above, the School District promises to:

- 5.1 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 is effective upon execution by both parties, and will continue in force until terminated by sixty (60) days written notice by either party to the other.

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 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 judgement 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 judgement 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 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 Department of Public Safety and the Office of Financial

Management. 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.

IN WITNESS WHEREOF, the parties have executed this agreement.

King County

School District

King County Executive

Chief Executive Officer

Date

Date

King County Sheriff-Director

Approved as to Form

School District Attorney

Date

Date

Approved as to Form

King County
Deputy Prosecuting Attorney

Date

ATTACHMENT "A"

RCW 10.97.050 Certain information as restricted or unrestricted - Records.

- (1) Conviction records may be disseminated without restriction.
- (2) Any criminal history record information which pertains to an incident for which a person is currently being processed by the criminal justice system, including the entire period of correctional supervision extending through final discharge from parole, when applicable, may be disseminated without restriction.
- (3) Criminal history record information which includes nonconviction data may be disseminated by a criminal justice agency to another criminal justice agency for any purpose associated with the administration of criminal justice or juvenile justice agency. A criminal justice agency may respond to any inquiry from another criminal justice agency without any obligation to ascertain the purpose for which the information is to be used by the agency making the inquiry.
- (4) Criminal history record information which includes nonconviction data may be disseminated by a criminal justice agency to implement a statute, ordinance, executive order, or a court rule, decision, or order which expressly refers to records of arrest, charges, or allegations of criminal conduct or other nonconviction data and authorizes or directs that it be available or accessible for a specific purpose.
- (5) Criminal history record information which includes nonconviction data may be disseminated to individuals and agencies pursuant to a contract with a criminal justice agency to provide services related to the administration of criminal justice. Such contract must specifically authorize access to criminal history record information, but need not specifically state that access to nonconviction data is included. The agreement must limit the use of the criminal history record information consistent with state law and any applicable federal statutes and regulations.
- (6) Criminal history record information which includes nonconviction data may be disseminated to individuals and agencies for the express purpose of research, evaluative, or statistical activities pursuant to an agreement with a criminal justice agency. Such agreement must authorize the access to nonconviction data, limit the use of that information which identifies specific individuals to research, evaluate, or statistical purpose, and contain provisions giving notice to the person or organization to which the records are disseminated that the use of information obtained therefrom and further dissemination of such information are subject to the provisions of this chapter and applicable federal statutes and regulations, which shall be cited with express reference to the penalties provided for a violation thereof.
- (7) Every criminal justice agency that maintains and disseminates criminal history record information must maintain information pertaining to every dissemination of criminal history record information except a dissemination to the effect that the agency has no record concerning an individual. Information pertaining to disseminations shall include:
 - (a) An indication of to whom (agency or person) criminal history record information was disseminated;
 - (b) The date on which the information was disseminated;
 - (c) The individual to whom the information relates; and
 - (d) A brief description of the information disseminated.
 The information pertaining to dissemination required to be maintained shall be retained for a period of not less than one year.
- (8) In addition to the other provisions in this section allowing dissemination of criminal history record information, RCW 4.24.550 governs dissemination of information concerning offenders who commit sex offenses as defined by RCW 9.94A.030. Criminal justice agencies, their employees, and officials shall be immune from civil liability for dissemination of criminal history record information concerning sex offenders as provided in RCW.

(d) A brief description of the information disseminated.

The information pertaining to dissemination required to be maintained shall be retained for a period of not less than one year.

(8) In addition to the other provisions in this section allowing dissemination of criminal history record information, RCW 4.24.550 govern dissemination of information concerning offenders who commit sex offenses as defined by RCW 9.94A.030. Criminal justice agencies, their employees, and officials shall be immune from civil liability for dissemination on criminal history record information concerning sex offenders as provided in RCW.

ATTACHMENT "B"
INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE LAKE WASHINGTON SCHOOL DISTRICT

Eight part time officers @ \$43.24/hour from 02/96 through 06/96 \$56,584

Four (4) officers assigned approximately 550 hours (20 to 26 hours per week)

- Eastlake High School
- Evergreen Junior High School
- Inglewood Junior High School

Four (4) officers assigned approximately 750 hours (36 to 45 hours per week)

- Juanita High School
- Finn Hill Junior High School
- Kamiakum Junior High School

Unit Cost of Reactive Patrol Officer

<u>FTE</u>		<u>Salary</u>	<u>Benefits</u>	<u>Non-Salary</u>	<u>Total</u>	<u>Unit Cost</u>	<u>School Charge</u>
272	Police Officer	44,421	12,549		15,495,840	56,970	56,970
	Special Pays	1,448,128	186,809		1,634,937	6,011	6,011
	Quartermaster			163,200	163,200	600	600
	Overtime	787,440	101,579		889,019	3,268	3,268
	Supplies			185,232	185,232	681	0 district will provide
	Services			126,208	126,208	464	0 district will provide
	Telephone			92,208	92,208	339	0 district will provide
	Motor Pool			2,043,264	2,043,264	7,512	7,512
	Capital			60,000	60,000	221	221
	System Services				0	0	0 district will provide
	Printing				0	0	0 district will provide
	Insurance			556,591	556,591	2,046	2,046
	800 MHz			299,271	299,271	1,100	1,100
	MARR Officer Accident Investigation			27,352	27,352	101	101
	Division Admin Charges			275,397	275,397	1,012	1,012
	Dept. Admin Charges: department wide			1,083,515	1,083,515	3,984	3,984
	Dept. Admin Charges: sworn			1,371,530	1,371,530	5,042	5,042
	Precinct Suport Staff			688,601	688,601	2,532	2,532
	Revenue Credit: School Resource Officer			(36,000)	(36,000)	(132)	(132)
	Revenue Credit: Ballinger Homes			(40,000)	(40,000)	(147)	(147)
	Revenue Credit: False Alarms			(50,000)	(50,000)	(184)	(184)
Total					24,866,165	91,420	89,936
					number of hours per year		2,080
					hourly charge		43.24

Lake Washington 56,584= contract amount
 # of hours (Jan 96 - July 96) 1,309= # of hours

Northshore 24,000= contract amount
 # of hours (Jan 96 - July 96) 555= # of hours

ATTACHMENT 'D'
INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE LAKE WASHINGTON SCHOOL DISTRICT

For clarification purposes this attachment details the services to be provided at each school:

Each officer will work with the school to identify the specific needs of students in the areas of violence and substance abuse. This would include the following:

- **Staff Training** (on topics such as youth gangs, violence intervention, drug identification and intervention)
- **Student Education** (assist in classroom instruction by discussing topics such as substance abuse prevention, criminal and constitutional law, personal protection)
- **Parent Education** (on topics such as emerging youth issues related to violence, substance abuse and the criminal justice system)
- **Building Rapport With Students** (help students to see officers as a youth advocate whose primary concern is their safety and security)
- **Law Enforcement/Safety Assistance to Schools** (assist on issues such as truancy, child abuse, suicide and violence - provide site security and law enforcement services on an as-needed basis - help staff to develop a site security plan)