

MOTION NO. 9237

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A MOTION authorizing the county executive to enter into an interagency agreement with Kent School District Number 415 relating to supplemental security and law enforcement services.

WHEREAS the Kent School District desires to provide supplemental 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 BE IT MOVED by the Council of King County:

The county executive is authorized to execute an interagency agreement, substantially in the form attached, with the Kent School District Number 415 to provide supplemental security and law enforcement services.

PASSED this 22nd day of February, 1994.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Jane Masu
Deputy Clerk of the Council

Attachment: Agreement

Passed by a vote of 12-0-0.

**Joint Cooperative Agreement between
King County and Kent School District Number 415
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 415 (Kent 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 one as a supplementary service (1) full time commissioned patrol officer dedicated to the security needs of the District. The officer will provide law enforcement and security information and services to the district, as detailed in the attached General Information Bulletin, Attachment "A" to this document, incorporated hereto. Such services shall include patrol of District grounds, preparation of daily reports, establishment of emergency operating procedures, assistance in the development and implementation of a school security training program, and other duties as mutually agreed upon by the parties.
 - 1.2 **Support Services.** Support services includes legal advisor, planning and statistics, subpoena control, training, weapons' permits, 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 officer, designated by the County with the advice of the School District Superintendent or designee. The liaison officer will handle all day-to-day operational concerns identified by School District officials and staff. In addition, the County liaison will be available to the School District during mutually agreed-upon days and hours, for activities such as meetings of the District and appropriate community meetings. The School District will provide office space as needed.
 - 2.3 The liaison officer will be assigned to the District at the discretion of the Department and specifically at the discretion of the Commander of the Southeast Precinct #3. The assigned officer 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 consultation with the District.

- 2.4 The County liaison officer will notify the School District in the event of a significant criminal occurrence within the School District;
 - 2.5 The County liaison officer will report quarterly on 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 Base Contract Amount. In consideration for the services provided by the County as set forth herein, the School District agrees to pay the County the actual additional costs of providing the service, including but not limited to personnel, capital equipment and supplies. The estimated contract amount for 1993 is \$70,901 shown in Attachment "B", hereto attached. The exhibits shall be revised for each subsequent year in which services are purchased by the School District. Such compensation includes one full time equivalent officer (1 FTE) and related equipment but does not include compensation for overtime.
 - 4.2 Overtime. Overtime requested by the District shall be paid in addition to the base contract amount detailed above. The District agrees to pay overtime at the rate specified by the labor agreement between the County and the King County Police Officer's Guild. Any overtime 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. Billings for overtime, as detailed in section 4.2, shall be in addition to the base amount.
 - 4.4 Annual Adjustment. The annual contract amount for contract provided supplemental services will be adjusted based on the actual expenditures of the Department of Public Safety. The additional amounts or refunds will be due in April of the following year.
 - 4.5 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, stationary, notices, forms and the 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 employees, 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 proceedings 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 its officers, agents and employees, or any of them, or jointly 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 understandings 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 liaison 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

Approved as to Form

Date

Approved as to Form

King County
Deputy Prosecuting Attorney

School District Attorney

Date

Date

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

September, 1993 to August 1994 Estimated Costs

One FTE Officer	1993	1994
Salary	30,944	32,491
Benefits	10,329	11,301
Subtotal Annual	41,273	43,792
Monthly Amount	3,439.41	3,649.33
Costs by period	4 mo 13,758	8 mo 29,195
Subtotal Wages, Benefits only		42,953
Plus vehicle and motor pool		19,648
Plus equipment, testing, etc (one time)		<u>8,300</u>
Costs of Backfilling Position)		
TOTAL CONTRACT COST ESTIMATE		\$70,901