

KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 18, 2006

Ordinance 15547

Proposed No. 2006-0260.1

Sponsors Ferguson

1 AN ORDINANCE authorizing the county executive to
2 enter into interagency agreements with the Muckleshoot
3 Indian Tribe to provide supplemental school security and
4 law enforcement services.

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STATEMENT OF FACTS:

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1. The Muckleshoot Indian Tribe desires to provide supplemental security
and law enforcement services for its school's students and staff.

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2. The county has the resources to provide such security and law
enforcement services.

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BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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SECTION 1. The county executive is authorized to execute a contract,

14 substantially in the form of Attachment A to this ordinance, with the Muckleshoot Indian
15 Tribe.
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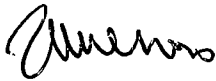
Ordinance 15547 was introduced on 6/26/2006 and passed by the Metropolitan King
County Council on 7/17/2006, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr.
Ferguson, Mr. Gossett, Ms. Hague and Mr. Constantine
No: 0
Excused: 1 - Ms. Patterson

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

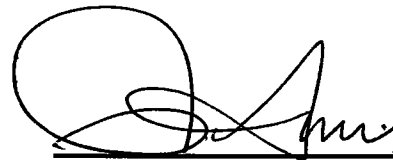
ATTEST:



Anne Noris, Clerk of the Council

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CLERK
KING COUNTY COUNCIL

APPROVED this 20 day of July, 2006.


Larry Phillips, Chair

Attachments A. Joint Cooperative Agreement between King County and the Muckleshoot Indian
Tribe Relating to Law Enforcement (School Resource Officer) Services

**Joint Cooperative Agreement between
King County and the Muckleshoot Indian Tribe
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 the Muckleshoot Indian Tribe, a federally-recognized Indian tribe, hereinafter referred to as the "Tribe"

WHEREAS the Tribe desires to provide School Resource Officer services for its students and staff in unincorporated-area schools, hereinafter referred to as the "Tribal School," 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 Tribe hereby agree:

1. COUNTY RESPONSIBILITIES. As permitted by resources, the county will provide the following services within the Tribal School 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 Tribal School 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 Tribal School, as detailed in Exhibit A to this document, incorporated hereto.
 - 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 tribal 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 Tribal School Superintendent or designee. The continued

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assignment of the SRO will be subject to satisfactory performance, as determined by the County in the consultation with the Tribe.

- 2.1.2. The SRO will handle the day-to-day operational concerns identified by Tribe officials and staff.
- 2.1.3. The SRO will be available to the Tribal School during mutually agreed-upon days and hours for activities such as school events, meetings of the Tribal School, 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 Tribal School will provide office space as needed.
- 2.1.4. The School Resource Officer's regularly-assigned shift will be on weekdays during normal school hours. Changes to that schedule require a minimum of two weeks notice. The SRO will not be available to the Tribe during weekends, holidays, or school breaks. As resources permit, the SRO will be available for in-service teacher training at the discretion of the precinct commander.

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 Tribe agrees to provide compensation equivalent to the one-third of the cost of a School Resource Officer for the school year.
 - 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 Tribe no later than December 31. The second will be delivered to the Tribe 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 Tribe 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. TRIBE RESPONSIBILITIES.

- 5.1. In support of the County providing the services described above, the Tribe 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 Tribe.

- 6. **DURATION.** This agreement begins September 1, 2005 and will remain in effect unless terminated by either party. Either party may terminate this agreement with 90 days written notice.

7. INDEMNIFICATION.

- 7.1. The County shall indemnify and hold harmless the Tribe and their 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 Tribe, the County shall defend the same at its sole cost and expense; provided, that the Tribe 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 Tribe and their officers, agents and employee, or any of them, or jointly against the Tribe 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 Tribe from any liability or responsibility which arises in whole or in part from the existence or effect of Tribe 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 Tribe policy, procedure, rule or regulation is principally at issue, the Tribe shall defend the same at its sole expense and if judgment is entered or damages are awarded against the Tribe, the County or both, the Tribe shall satisfy the same, including all chargeable costs and attorney's fees.
- 7.3. The Tribe 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 Tribe, 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 Tribe 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 Tribe and their respective officers, agents and employees, or any of them, the Tribe shall satisfy the same.

8. 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 Tribe during the term of this contract and for three (3) years after termination.
9. AMENDMENTS. The Agreement may be amended at any time by mutual written agreement of the parties.
10. 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.
11. CONTRACT ADMINISTRATION. The parties shall each appoint representatives to review contract performance and resolve problems which cannot be dealt with by the County's SRO Coordinator and the Tribal School Superintendent. 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 needed, but at least annually, with either party authorized to call additional meetings with ten days written notice to the other.

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12. Any problem which cannot be resolved by the parties' designated representatives shall be referred to the Tribal Council Chairman and the County Sheriff for settlement.

IN WITNESS WHEREOF, the parties have executed this agreement.

King County

Muckleshoot Tribe

King County Executive

Tribal Chairman

Date

Date

King County Sheriff

Tribe Superintendent

Date

Date

Exhibit A: Services Provided

A maximum of three schools may be served by the School Resource Officer. The schools to be served under this agreement are:

1. Muckleshoot Tribal School

Schools attended by tribal members may also be provided with occasional service at the request of the Tribe when that service supports the goal of the School Resource Officer program at the schools listed above.

The School Resource Officer will work with Muckleshoot Tribe 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, 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.
 - b. Providing site security and law enforcement services on an as-needed basis.
 - c. Help staff to develop a site security plan.

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Exhibit B: Cost for Services Provided

The Following Estimate is based on the 2006 Proposed Cost Book.

Cost of one SRO for school year:	\$90,947
1/3 of the cost:	\$30,013
Cost to Muckleshoot Tribe for 05-06 School Year	\$30,013