

City of Burien, Washington City Hall Contract Routing Sheet

Name of Contracting Party: Highline School District
Project Name/Description: 2015-2018 School Resource Officer (SRO) Cost Sharing Agreement
Contract Amount: \$ 75,500 School District Share for 2015-16

Type of Contract: (Includes Agreements, Grants, Interlocals, Leases, MOUs, etc.)

<input type="checkbox"/> <u>Architectural/Engineering</u> <input type="checkbox"/> From MSRC Engineering Roster <input type="checkbox"/> RFQ Process Done	<input type="checkbox"/> <u>Construction/Public Works</u> <input type="checkbox"/> Informal Bidding Process Done-3 bids (less than \$35,000) <input type="checkbox"/> From MRSC Small Works Roster (\$35,000 to \$300,000) <input type="checkbox"/> Competitive/Advertised Bidding Done (Over \$300,000) <input type="checkbox"/> Other: <u>Sole Source - Emergency</u>	<input type="checkbox"/> <u>Grant</u> <input type="checkbox"/> <u>Lease</u> <input type="checkbox"/> <u>Other:</u> _____ <input type="checkbox"/> <u>Contract Amendment</u> to Contract No. _____
<input type="checkbox"/> <u>Consulting/Services</u> (Non-Engineering)		
<input type="checkbox"/> <u>Human Services/Arts & Culture</u>		

Is this contract authorized in the current year's budget? Yes No
If budgeted, list Fund/Dept.: General Fund - Police Services
Page # in Budget: 2-46 Budget line item amount: \$ _____
BARS Account Number: _____

*Approved by Council
10-5-15*

CONTRACT ROUTING INSTRUCTIONS:

Contract Manager Directions/Review: Lois Fleming Date: _____
 Draft contract, get contract file checklist items
 Prepare Contract Package (Contract Routing Sheet, contract, and checklist items)
 Obtain Dept. Director Approval _____ Date: _____

Legal Dept. Directions/Review: _____ Date: 10/8/2015
 Review insurance
 Review of City Attorney (non-routine contracts)

Finance Dept. Directions/Review: Lois Fleming Date: 10-8-15
 Review contract budget/administrative review

City Manager Review if over \$25,000: _____ Date: _____
 Return Contract Package to Finance Dept.

Contract Manager Directions:
 Obtain signatures on contract.
 Provide fully signed copy of contract to other party.
 Make copy of contract for own files, if desired.
 Return original Contract Package to Finance Dept.

Finance Dept. Directions:
 Assign contract number.
 Provide contract number to Contract Manager.
 Provide Contract Package to Scanner.

Contract File Checklist:	
<input type="checkbox"/> W-9 Taxpayer ID Form	<u>N/A</u>
<input type="checkbox"/> Burien Business License # _____	
<input type="checkbox"/> Insurance Certificate	
<input type="checkbox"/> Bids, if applicable	<input checked="" type="checkbox"/> N/A
<input checked="" type="checkbox"/> Contract Fully Signed	

**2015 – 2018
AGREEMENT BETWEEN
HIGHLINE SCHOOL DISTRICT
AND
CITY OF BURIEN
FOR A SCHOOL RESOURCE OFFICER**

THIS AGREEMENT, made and entered into this 1st day of September 2015, by and between the Highline School District (hereinafter referred to as School District) and the City of Burien, Washington (hereinafter referred to as City).

WHEREAS, the Highline School District and the City of Burien agree that it is in the best interest of both parties to assign one School Resource Officer mainly to *Highline High School* and occasionally other Burien schools; and

WHEREAS, the City of Burien contracts with the King County Sheriff's Office for police services and will continue to include a School Resource Officer in its contract.

WHEREAS, the City of Burien and the Highline School District will each contribute funding to share the cost of a full-time School Resource Officer.

NOW, THEREFORE, it is mutually agreed as follows:

1. Scope of Services. The Burien Police Department (hereinafter referred to as Department) will assign one regularly employed Burien police officer to serve as a School Resource Officer (hereinafter referred to as SRO). This SRO will provide a uniformed presence mainly on the Highline High School campus and occasionally at other Burien schools to promote safety and serve as a positive resource to the schools and surrounding neighborhoods. The SRO will patrol his/her assigned schools and surrounding areas in order to identify, investigate, deter, and prevent crime, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs, or other similar activities. In addition, the SRO will provide students, parents, teachers, administrators and neighborhood residents with information, support, and problem-solving mediation and facilitation.
2. Duration. This Agreement shall be in full force and effect for a period commencing September 1, 2015 and ending June 30, 2018 unless sooner terminated under the provisions hereinafter specified. The SRO will be assigned to the schools only during the school year (September 1st to June 30th).
3. Compensation. The City of Burien increased its contract with the King County Sheriff's Office to include a SRO starting October 16, 2005. The City will pay King County for this increased contract amount and will then invoice the School District for their share as described in the chart below. The following chart indicates the past and current cost sharing between the City and the School District for the SRO.

<i>Previous Cost Sharing</i>	Oct. 16, 2005 – Dec. 31, 2005	2006	2007	2008	Jan. 1, 2009 – June 30, 2009	Sept. 1, 2009 – June 30, 2010
City of Burien Share	\$0	\$ 20,000	\$ 70,000	\$ 70,000	\$ 38,885	\$66,751
School District Share	\$25,845	111,803	68,367	68,978	38,884	66,752
Total for SRO	\$25,845	\$131,803	\$138,367	\$138,978	\$77,769	\$133,503

<i>Previous Cost Sharing</i>	Sept. 1, 2010 – June 30, 2011	Sept. 1, 2011 – June 30, 2012	Sept. 1, 2012 – June 30, 2013	Sept. 1, 2013 – June 30, 2014	Sept. 1, 2014 – June 30, 2015
City of Burien Share	\$84,000	\$70,000	\$83,000	\$87,000	\$91,000
School District Share	50,000	70,000	\$60,000	63,000	66,000
Total for SRO	\$134,000	\$140,000	\$143,000	\$150,000	\$157,000

<i>Current Contract Cost Sharing</i>	Sept. 1, 2015 – June 30, 2016	Sept. 1, 2016 – June 30, 2017	Sept. 1, 2017 – June 30, 2018
City of Burien Share	\$75,500	\$77,000	\$78,500
School District Share	75,500	77,000	78,500
Total for SRO	\$151,000	\$154,000	\$157,000

4. Employee Status. The SRO shall at all times remain an employee of the King County Sheriff's Office, as contracted by the City of Burien, and shall not be an employee of the School District. The SRO shall remain responsive to the supervision and chain of command of the Department, which shall be responsible for their hiring, training, discipline, and dismissal. Any allegation of improper conduct by a SRO will be referred to the SRO's immediate supervisor or directly to the Burien Chief of Police.

Both parties understand and agree that the School District retains its legal responsibility for the safety and security of the school district, its employees, students and property and this Agreement does not alter that responsibility.

5. Scheduling. The SRO will be assigned to the schools on a full-time, forty (40) hours work week, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity, including any emergencies such as civil disasters.

Scheduling for the SRO while school is in session will be determined by mutual agreement of the school administration, the SRO, and the SRO's police supervisor. The SRO will not take vacation while school is in session unless approved by his/her police supervisor. On scheduled work days when school is not in session (school breaks, holidays, etc.), the SRO will work on assignments as determined by their police supervisor.

Overtime hours for the SRO that relate to regular law enforcement duties or that reasonably relate to SRO duties must be authorized and approved by their police supervisor prior to the performance of the overtime work and will be paid in accordance with established Department procedures.

Nothing in this agreement prevents the School District from continuing its practice of hiring off-duty police officers to provide security at sporting events or other special events. The terms of this agreement do not cover off-duty police officers hired for these purposes.

6. Reporting. The Department shall furnish a monthly report to the School District, high school and middle school principals, and the District's Director of Security and Safety detailing activities performed by the SROs at their respective schools.

7. Selection of SRO. Selection and appointment of the SRO will be made in cooperation with the School District and the Burien Police Department. Requirements for the SRO assignment include:

- The SRO must volunteer for the assignment. The SRO must have a minimum of two years of police service and have an Associates Degree or the equivalent in credit hours.
- The SRO must have an expressed desire and ability to engage in direct daily activity with students, school staff, parents, and the public. The SRO must convey a positive police presence on the school campus and the community.
- The SRO must be highly motivated, productive, demonstrate high levels of self-initiative and innovation, and be able to work well with minimum supervision. The SRO must be in good physical condition and present and maintain an excellent uniformed appearance.
- The SRO must have the ability to be a positive resource to the school staff, students, parents and residents in the surrounding neighborhoods.
- The SRO's education, background, experience, interest level and communication skills must be of such a caliber that the SRO can effectively and accurately be a resource, liaison and mentor at the schools he/she serves.
- The SRO must agree to attend any necessary training schools or classes that are needed to increase his/her skills for the position.

The School District and the Police Department may jointly interview, evaluate, and recommend the nominees for the SRO position, with the final selection of the SRO to be made by the Burien Police Chief.

In the event of the resignations, dismissal, or long-term absence (more than 30 days) of a SRO, the Department shall provide a replacement within 30 school days of the notification of the absence. In the interim, existing resources will be scheduled to provide partial coverage to all sites. The District will be credited on a prorated basis for the days not covered by the SRO or replacement.

8. Replacement of SRO. In the event the Principal(s) of the schools to which an SRO is assigned has cause to believe that the particular SRO is not performing effectively in accordance with this Agreement, the Principal(s) may recommend to the School District and the Department that the SRO be removed from the program.

To initiate the replacement of a SRO, the Principal(s) will recommend to the District Superintendent that the SRO be replaced, stating the reasons in writing. Within a reasonable period of time after receiving the recommendation, the Superintendent or his/her designee will meet with the Chief of Police or his/her designee, to mediate or resolve the problem that may

exist. If the problem cannot be resolved or mediated, in the opinion of both the Superintendent and Chief, or their designees, the SRO will be removed from the program at the school and a replacement SRO will be selected in accordance with this Agreement. This process will not exceed thirty (30) days.

9. SRO Duties. The duties and responsibilities of the SRO while on duty include, but are not limited to, the following:

- Regularly wear the official police uniform, including firearm, with civilian attire being worn on such occasions as may be mutually agreed upon by the principal and the SRO.
- Establish and maintain a working rapport with the school administrator and school staff.
- Act as a resource person in the area of law enforcement education at the request of the staff, speaking to classes on the law, search and seizure, drugs, motor vehicle laws, etc.
- Assist in providing school-based security during the regular school day; assist in the promotion of a safe and orderly environment at the assigned schools. The SRO shall not act as a disciplinarian; however, the SRO may assist the school with discipline problems and, if the problem or incident is a violation of the law, will determine whether law enforcement action is appropriate.
- Investigate crimes or other school-related incidents on campus and in the surrounding neighborhoods, making arrests when appropriate, and making the necessary notifications to parents, school staff and social service agencies.
- Assist in mediating disputes on campus, including working with students to help them solve disputes in a non-violent manner.
- Participate in school staff meetings, PTA presentations, and other parent involvement programs.
- Maintain an activity log, to include all SRO activities such as meetings, conferences, extra-curricular events, arrests, investigations, training, and any other items or occurrences which are required by the school or police supervisor.
- Provide a monthly report to the police supervisor, principals, and District's Director of Security and Safety.
- Perform other duties as mutually agreed upon by the principals and the SRO provided the duty is legitimately and reasonably related to the SRO program as described in the Agreement and is consistent with Federal and State law, local ordinances, Department and District policies, procedures, rules and regulations.

10. Facilities to be Provided by School District. The School District will provide the following facilities for the SRO:

- A private office within the assigned school that is properly lighted, with a telephone, to be used by the SRO for general office purposes.
- A 4-drawer locking cabinet, desk, chair, and reasonable office supplies.
- A police parking space at the assigned school.

11. Notices. The point of contact for the Burien Police Department is:

Chief Scott Kimerer
14905 – 6th Ave SW
Burien, WA 98166
Telephone: 206-296-3333
E-mail: Scott.Kimerer@kingcounty.gov

The point of contact for the City of Burien is:

Lori Fleming, Management Analyst
400 SW 152nd St., Suite 300
Burien, WA 98166
Telephone: 206-248-5518
E-mail: Lorif@burienwa.gov

The point of contact for the School District is:

Dennis Decoteau, Director of Safety & Security
18367 – 8th Avenue South
Burien, WA 98148
Telephone: 206-631-7600
E-mail: Dennis.Decoteau@highlineschools.org

12. Indemnity. The City will protect, defend, indemnify, and hold harmless the School District, its officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the City, its officers, employees or agents. The School District will protect, defend, indemnify and hold harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the District, its officers, employees or agents.

13. Amendments. This Agreement expresses the entire agreement of the parties and may not be altered or modified in any way unless such modifications are reduced to writing, signed by both parties and affixed to the original Agreement.

14. Termination. Either party may terminate this agreement upon sixty (60) days written notice to the other party.

DATED this 9th day of October, 2015

HIGHLINE SCHOOL DISTRICT

By: [Signature]
Title: Chief of Staff
Date: 8/24/15

CITY OF BURIEN

By: [Signature]
Title: City Manager
Date: 10/9/15