



Public Safety and Justice Committee Special Meeting Agenda

July 31, 2018 5:00 PM – 6:00 PM
Riverton Room

PS&J Councilmembers:

Joel Wachtel, Chair

Mayor Mike Siefkes

Erin Sitterley

Note: A quorum of the Council may be present.

PS&J Staff Coordinator: Carl Cole, Police Chief

ITEM	TOPIC	PROCESS	WHO	TIME
1	Call to Order		Chair	
2	School Resource Officer Contract	Direction	C. Cole	50
4	Public Comment	Please raise your hand if you'd like to speak so the Chair can call on you. Public comments are limited to 10 minutes total and three minutes per individual speaker. Time may be reduced for each speaker to stay within the 10-minute time limit.	Chair	10
	Adjourn		Chair	

Next Meeting Date:

September 13, 2018

Potential Meeting Topics:

Vehicle Trespass Ordinance

Fire Services Contract

Police Services Contract



SeaTac City Council
Request for Council Action
Agenda Bill #: 5010

Council consideration: [A Motion authorizing the City Manager to enter into an Agreement between the Highline Public Schools and City of SeaTac for a School Resource Officer at Tyee Educational Complex and Chinook Middle School.](#)

Date Action Requested:

Review Dates:

Prepared By: Carl Cole, Police Chief

Amount:

Budgeted?:

Applicable Fund Name:

Director Approval:

City Manager Approval:

Purpose: This proposed Agreement will ensure the Highline Public School District contribution to offset a portion of the cost for a School Resource Officer (SRO) at the Tyee Educational Complex and Chinook Middle Schools for the 2018-19 and 2019-20 school years.

ANALYSIS: School Resource Officers are fully commissioned law enforcement officers who are assigned to designated schools for the duration of the 180 day school year. In addition to providing a critical, extra layer of security on campus, their purpose is to develop positive relationships with the students, staff, parents and surrounding communities in order to address problem behaviors and resolve issues that could otherwise spill over.

Highline Public Schools has contracted with the City of SeaTac police to provide a School Resource Officer, since 2006. Through an Agreement that has been renegotiated annually, the School District provides funding to offset the City's cost for the officer.

This is not an exhaustive list, but these are among the School Resource Officer's responsibilities:

- Patrols campus and surrounding areas to prevent and deter crime.
- Coordinates larger police presence at planned events, as necessary.
- Helps identify criminal involvement in cases around the region.
- Responds to off-campus calls for service as required.
- Meets with school/District staff regularly to detect and deter problem behaviors.
- Intervenes in problem behaviors to reduce larger impact.
- Works with school administrators to keep emergency plans up to date and practiced.
- Provides unique classroom instruction to students as requested by school administrators, students, PTA, HPS or police department (Distracted Driving, Cyber bullying, civics presentations, case law discussions).

- Conducts home visits with parents of at-risk students.

During the 2017-18 school year, SeaTac's SRO handled the following workload to include burglaries, vandalisms, rape investigations, fights, assaults, threats, narcotics, harassment, fraud, suicide attempts, child abuse investigations, suspicious people/circumstances and general area checks:

Responses to Chinook Jr. High	53
Responses to Tyee Campus	318
Total Responses in City	96
Total Number of Reports Written	56

The positive relationships developed by SRO's benefit every police officer in the area and potentially the entire City. His position in the school helps the Police Department meet these department goals – Fight Crime and the Fear of Crime; Community Engagement; Improve Traffic Safety and Awareness. In addition, this position in the school helps the City meet these goals: Improve City Operations, Engage with our Communities and Improve Public Safety.

The Agreement you are being asked to authorize, documents cost sharing, indemnification, work schedule and duties of the officer, facilities provided by the School District and early termination protocols. There are no significant changes to the language of the Agreement or Scope of Services.

This Agreement reflects a two (2) year contract period with an option for a mutually agreed upon two (2) year extension. The Public Safety and Justice Committee discussed this topic on August 9, 2017, and agrees that a two-year contract is optimal to align with our budget cycle, increase the predictability of both parties' budgets and to reduce the workload for staff. At the end of this contract term it is the desire of the committee to maintain two-year contracts cycles. The committee forwarded this Agreement to the full Council with a recommendation that the City Manager be authorized to sign.

BUDGET SIGNIFICANCE: This contract results in about \$164,136 in revenues to the City over the two (2) year contract period.

For the 2018-19 school year, this Agreement will result in reimbursement of \$80,855 from Highline Public Schools to the City's General Fund (billed in 2018). The revenue will offset the total cost of the SRO paid by the City (\$161,800), leaving a net cost to the City of \$80,945.

For the 2019-20 school year, this Agreement will result in reimbursement of \$83,281 (includes a 3% CPI inflator) from Highline Public Schools to the City's General Fund (billed in 2019). The revenue will offset the cost of the SRO for the 2019-20 school year. The exact total cost of the SRO for 2018-19 cannot be determined at this time, but will be in line with the previous year.

COMMITTEE REVIEW(S) AND RECOMMENDATION(S):

ALTERNATIVE(S): Do not pass this Motion and consider removing the School Resource Officer from Tyee and Chinook schools. This would result in a loss of \$164,136 in revenue over the next two (2) years and would negatively impact the Police Department's crime fighting and community outreach goals.

ATTACHMENTS: Agreement

**AGREEMENT BETWEEN
HIGHLINE PUBLIC SCHOOLS
AND
CITY OF SEATAC
FOR A SCHOOL RESOURCE OFFICER**

This AGREEMENT, made and entered into by and between Highline Public Schools (hereinafter referred to as School District) and the City of SeaTac (hereinafter referred to as City).

WHEREAS, the School District and the City agree that it is in the best interest of both parties to assign one School Resource Officer to the Tye High School and Chinook Middle School Campuses; and

WHEREAS, the City contracts with the King County Sheriff's Office for police services and for a School Resource Officer in its contract; and

WHEREAS, the School District and the City have agreed to jointly fund the cost of a School Resource Officer;

NOW, THEREFORE, on the basis of the foregoing premises and in consideration of the mutual undertakings of the parties herein, it is mutually agreed as follows:

1. Scope of Services. The City of SeaTac Police Department (hereinafter referred to as Department) will assign one regularly employed SeaTac police officer to serve as a School Resource Officer (hereinafter referred to as SRO). This SRO will provide a uniformed presence on the Tye High School and the Chinook Middle School Campuses to promote safety and serve as a positive resource to the schools and surrounding neighborhoods. The SRO will patrol his/her assigned campus and surrounding areas in order to identify, investigate, deter, and prevent crime, especially those incidences 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. Secondly, as time permits, the SRO may similarly patrol and interact with other Highline Public Schools within the City of SeaTac, to promote positive relationships with staff and students.
2. Duration. This agreement shall be for two (2) years, covering the 2018-2019 and 2019-2020 school years.

This Agreement shall be in full force and effect 180 student/school days per calendar year (traditional school year) for the periods commencing September 1, 2018 through June 30, 2019 and September 1, 2019 through June 30, 2020, unless sooner terminated under the provisions hereinafter specified.

3. Compensation. The City currently contracts with the King County Sheriff's Office for an SRO on an annual basis. The School District will compensate the City for a portion of the direct

salary and benefits incurred for the assigned SRO, for the 180 day duration of each school year (2018-2020).

Between October 1 and December 31 of each year covered by the Agreement, the City will invoice the School District for their share of costs for the SRO. The School District agrees to pay the invoiced amount, within sixty (60) days of invoice and to provide facilities, as set forth in Section 11 of this Agreement, for the SRO. The City agrees to pay the balance of the full cost of the SRO.

The following chart indicates the school year cost sharing between the City and the School District for the SRO:

Contract Cost Share (based on 180 day school year +3% annual CPI)	2018-2019	2019-2020
City of SeaTac Share	80,945	83,319
Highline Public Schools Share	80,855	83,281
Total for SRO	\$161,800	\$166,600

4. **Employee Status.** The SRO shall at all times remain an employee of the King County Sheriff's Office, as contracted by the City, 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 allegations of improper conduct by an SRO will be referred to the SRO's immediate supervisor or directly to the SeaTac 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 a school 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 SRO's while school is in session will be determined by mutual agreement of the School District administration, the SRO, and the SRO's Department 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 Department supervisor prior to the performance of 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 (Safety and Security Director) detailing activities performed by the SRO's at their respective schools.
7. SRO currently at the Tyee High School and Chinook Middle School Campus. At the time of execution of this Agreement, there is a SRO funded by the City assigned to the Tyee High School and Chinook Middle School Campus who shall remain in that assignment unless replaced in accordance with Section 9 of this Agreement. In the event that the officer currently serving as the SRO is reassigned, replaced, or otherwise is unable to serve as the SRO, the selection of a replacement SRO will be in accordance with Section 8 of this Agreement.
8. Selection of SRO. Selection and appointment of a replacement SRO will be made in cooperation with the School District and the 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 Associate (or higher) 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 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 uniform 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 City may jointly interview, evaluate, and recommend the nominees for the SRO position, with the final selection of the SRO to be made by the SeaTac Chief of Police.

In the event of the resignations, dismissal, or long-term absence (more than 30 days) of the SRO, the Department shall provide a replacement within thirty (30) school days of the notification of

the absence. In the interim, existing resources will be scheduled to provide partial coverage to all sites.

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

To initiate the replacement of the SRO, the Principal will recommend to the School District Superintendent that the SRO be replaced, stating the reason in writing. Within a reasonable period of time after receiving the recommendation, the School District Superintendent or his/her designee will meet with the SeaTac Chief of Police or his/her designee, to mediate or resolve the problem that may exist. If the problem cannot be resolved or mediated, and just cause exists, in the opinion of both the School District Superintendent and the SeaTac Chief of Police, or their designees, the SRO will be removed from the program at the school and a replacement SRO will be selected within thirty (30) days in accordance with this Agreement. In the event of the removal of an SRO, replacement shall occur in accordance with Section 8 of this Agreement.

10. 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 law, 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 law, will determine whether law enforcement action is appropriate.
- Investigate crimes or other school-related incidences 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 resolve 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, extracurricular events, arrests, investigations, training, and any other items or occurrences which are required by the school or Department supervisor.
- Provide a monthly report to the Department supervisor and Principal.
- Perform other duties as mutually agreed upon by the Principal and the SRO provided the duty is legitimately and reasonably related to the SRO program as described in this Agreement and is consistent with Federal and State law, local ordinances, Department and School District policies, procedures, rules, and regulations.

11. Facilities to be provided by the 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 designed school.

12. Notices.

The point of contact for the City is:

Chief Carl Cole
 SeaTac Police Department
 4800 South 188th Street
 SeaTac, WA 98188
 Telephone: (206) 973-4901

The point of contact for the School District is:

Director of Safety and Security – Randall Body
 Highline Public Schools
 15675 Ambaum Boulevard Southwest
 Burien, WA 98166
 Telephone: (206) 631-7600

13. 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 School District, its officers, employees, or agents.

- 14. 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.

- 15. Termination. This Agreement may be terminated by either party by 60 sixty (60) days written statement of termination directed to the other party. Should the Agreement be terminated by either party, the City will reimburse the District on a prorated basis for any months remaining on the Agreement that the District has previously paid at a rate of one-tenth of the annual fee for each full month.

DATED this _____ day of _____, 2018

HIGHLINE PUBLIC SCHOOLS

CITY OF SEATAC

By: _____

By _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

City Attorney