

INTERLOCAL COOPERATION AGREEMENT
BETWEEN EDMONDS SCHOOL DISTRICT and
CITY OF EDMONDS
for POLICE COVERAGE AT SCHOOL DISTRICT EVENTS

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made by and between Edmonds School District No. 15, hereafter referred to as the “District,” and the City of Edmonds, a Washington State municipal corporation, hereafter referred to as “Edmonds,” and collectively, the “Parties.”

RECITALS

- A. WHEREAS, Chapter 39.34 RCW, Interlocal Cooperation Act, permits agencies to enter into agreements to engage in cooperative activities; and
- B. WHEREAS, the District and Edmonds desire to cooperate pursuant to the Act to make the most efficient use of their respective governmental powers within their jurisdictions; and
- C. WHEREAS, Edmonds and the District desire to have police coverage at District events to provide security, promote safety, and serve as a positive resource to the District; and
- D. WHEREAS, Edmonds is desirous to assign one or more uniformed Police Officers (the “Officer(s)”) to provide police coverage at athletic and other District events, in return for a rate of compensation that is agreed upon by the Parties;

NOW, THEREFORE, in consideration of the mutual representation and covenants contained herein, the Parties agree as follows:

TERMS

1. Purpose. This Agreement is intended to provide police coverage at predetermined athletic events, dances, graduations and similar District events held at Edmonds-Woodway High School or other locations in the District (“District Events”) through the assignment by Edmonds of one or more experienced commissioned Edmonds Officers to provide such services at the specified rate of compensation herein.
2. Term. This Agreement shall commence on September 1, 2019 and shall expire on August 31, 2024, unless otherwise terminated under the provisions of this Agreement. This Agreement will automatically renew for four (4) additional one-year terms unless previously terminated pursuant to the provisions of Section 3, below. Upon expiration or termination of this Agreement, including any renewal term(s), all equipment furnished by Edmonds shall remain the sole property of Edmonds, and any equipment or facilities furnished by the District shall remain the sole property of the District.
3. Termination. Either Party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party. This Agreement is subject to funding, and either party may terminate with proper written notice due to lack of funding. If this Agreement is terminated by either party, to the extent that compensation has been paid by the District for services not yet provided by Edmonds OR services have been provided by Edmonds for which compensation has not yet been paid by the

District, the party due compensation or reimbursement shall be paid by the other party on a prorated basis through the date of termination.

4. Duties of Officer(s). Edmonds shall assign the Officer(s) to provide police coverage at District Events. The duties and responsibilities of the Officer(s) include, but are not limited to, the following:

- Support District Events with crowd control and enforcement of the laws and regulations of the State of Washington and the City of Edmonds.
- Support the efforts of the District staff in providing a safe environment for students, parents, event participants and other attendees.
- Enforce rules pertaining to tobacco, alcohol, and drugs on public school property.

5. Independent Contractor. Edmonds and the District understand and agree that Edmonds is acting as an independent contractor under the terms of this Agreement.

6. Supervision of Officer(s). The Officer(s) shall remain employee(s) of Edmonds and are not employee(s) of the District. The Officer(s) shall remain responsive to the supervision of the chain of command of the Edmonds Police Department. Edmonds shall be solely responsible for Officer(s)' training, discipline, or dismissal.

7. Compensation. The Officer(s)' rate of pay shall be compensation at the rate of one and one-half (1.5) times the Officer's regular straight time hourly rate of pay, plus applicable employer contributions for state retirement, FICA equivalent, and state industrial insurance.

8. Payment. The District shall pay Edmonds within thirty (30) days from the date of receipt of a proper invoice. Payments to Edmonds later than thirty (30) days following the receipt of a proper invoice shall accrue interest at the rate of twelve percent (12%) per annum on the balance due. All payments shall first be applied to accrued interest

9. Insurance and Indemnification. The Parties shall separately maintain their own appropriate liability and casualty insurance policies as they, in their sole discretion, deem appropriate. The Parties further agree that no indemnification shall be provided for, except as specifically set forth below, and that the respective liability of the Parties to each other and to third parties shall be determined in accordance with the laws of the State of Washington. Each of the Parties shall defend, indemnify, and hold harmless the other party, their officers, officials, employees and agents, from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from that other party's negligent acts or omissions (including willful and/or wanton acts) in performing under this Agreement. No party will be required to defend, indemnify, or hold harmless the other party, if the claim, suit or action for injuries, death, and/or damages is caused by the sole negligence of that party. Where such claims, suits, or actions result from the concurrent negligence of the parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence. Each party agrees that its obligations under this provision include, but are not limited to, any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this reason, each of the parties, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. Nothing contained in this section shall be deemed to waive any other immunities established pursuant to state statutes or to create third party rights or immunities.

10. District Responsibility for Safety and Security. The parties understand and agree that the District retains its legal responsibility for the safety and security of the District, its employees, students and property, and this Agreement does not alter that responsibility except as provided by paragraph 9 above.

11. Applicable Law. This Agreement shall be governed by the laws of the State of Washington.

12. Entire Agreement. This Agreement contains the entire agreement between Parties and supersedes and merges with any prior agreements of the Parties, written or oral. This Agreement shall be amended only in writing with the written consent of the Parties.

13. Notice. Edmonds Assistant Chief of Administrative Services shall serve as the administrator of this Agreement for Edmonds and the District Superintendent shall serve as the administrator of this Agreement for the District.

Notices to Edmonds shall be sent to the following address:

City of Edmonds Police Department
ATTN: Assistant Police Chief of Administrative Services
250 5th Avenue N.
Edmonds, WA 98020

Notices to the District shall be sent to the following address:

Edmonds School District #15
ATTN: Superintendent Office
20420 68th Ave W.
Lynnwood, WA 98036

14. Duty to File Agreement with County Auditor. The District shall, within ten (10) days after this Agreement is executed by both parties, file this Agreement with the Snohomish County Auditor or, alternatively, list it by subject on a public agency's website or other electronically retrievable public source as allowed in RCW 39.34.040.

EDMONDS SCHOOL DISTRICT

CITY OF EDMONDS


Dr. Kristine McDuffy, Superintendent

Michael Nelson, Mayor

Dated: 1/21/20

Dated: _____

ATTEST/AUTHENTICATED:

Scott Passey, City Clerk