

INTERLOCAL AGREEMENT BETWEEN THE NORTH KITSAP SCHOOL DISTRICT
and
THE CITY OF POULSBO
for
LAW ENFORCEMENT SECURITY

Whereas, the North Kitsap School District provides for the partnership between the district (NKSD) and police agencies, including the City of Poulsbo (PPD), to provide law enforcement officers on NKSD campuses for extracurricular events and activities as scheduled;

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, the parties hereby agree as follows:

Section 1. Duties of Officer

PPD will assign a uniformed officer to NKSD campuses (upon request and if available) to provide security at school events in order to identify, investigate, deter and prevent crimes, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs or similar activities;

Section 2. Supervision of Officer

The officer shall remain an employee of PPD and shall not be an employee of NKSD. The officer shall remain responsive to the supervision and chain of command of PPD. PPD shall remain solely responsible for the officer's hiring, training, discipline or dismissal. Any allegation of improper conduct shall be referred to the officer's immediate supervisor or directly to the Chief of Police.

Section 3. Scheduling of Officer

With a minimum of two weeks prior notice, PPD agrees to assign an officer if available when a school calls to ask for law enforcement for an event.

The City reserves the right to reassign any officer providing services at NKSD campuses at any time in order to meet the law enforcement needs of the City. In the event that the Poulsbo Police Chief or any other person within the Poulsbo Police Department chain of command determines, in the Chief's or other person's sole discretion, that any officer or officers assigned to NKSD campuses are needed elsewhere to serve the needs of the citizens of Poulsbo, such officers can be reassigned without notice to NKSD and without the requirement to provide replacements.

Section 4. Funding

NKSD agrees to pay the City of Poulsbo the established hourly overtime rate as established by Resolution 2015-13 (Attachment A) and adjusted annually in accordance with Poulsbo Police Department Collective Bargaining Agreement plus benefits for security services provided. The Officer will work the event and the Finance Department will prepare and submit a billing to the District Office.

Section 5. No Third-Party Rights

The establishment of this program and the execution of this Agreement shall create no-third party rights. In particular, the parties agree by establishing this program, that no past

practice has been created with respect to duty assignment, the maintenance of the program, or to otherwise limit the management discretion of PPD under its collective bargaining agreement. This Agreement further shall not create any third-party rights to the officer assigned or any other officer of the Poulsbo Police Department, to the citizens of North Kitsap School District, or to any other person.

Section 6. 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 persons shall be determined in accordance with the laws of the State of Washington. NKSD will protect, defend, indemnify and hold harmless PPD, its officers, employees or agents from any and all costs, claims, judgments or awards of damage arising out of or in an any way resulting from negligent acts or omissions of NKSD, its officers, employees or agents. PPD will protect, defend, indemnify and hold harmless NKSD, its officers, employees or agents from any and all costs, claims, judgments or awards of damage arising out of or in an any way resulting from negligent acts or omissions of PPD, its officers, employees or agents. In the event of concurrent liability, the Parties shall have the right of contribution in proportion to the respective liability of each party. Nothing contained in this Section shall be deemed to waive immunities established pursuant to State statute nor to create third-party rights or immunities.

Section 7. Independent contractor status of PPD

Both parties understand and agree that PPD is acting hereunder as an independent contractor, with the following intended results:

- 1) Control of personnel, standards of performance, discipline and other aspects of performance of the officer shall be governed entirely by PPD;
- 2) All persons rendering services hereunder shall be for all purposes employees of PPD;
- 3) All liabilities for salaries or wages or any other compensation shall be the responsibility of PPD.

Notwithstanding the above, the parties do not intend to create any "special relationship" or "special duty" by entering into this agreement and the City of Poulsbo expressly disclaims any guarantee as to the safety or security of persons or property at NKSD campuses, whether or not City police officers are present pursuant to this agreement. The City of Poulsbo makes no representations or warranties as to such safety or security by entering into this agreement. Specifically, but not by way of limitation, the parties understand and agree that the City of Poulsbo has no greater duty with regard to the safety and security of persons or property when an officer is present at an NKSD campus than it does with regard to the general public in providing law enforcement services throughout the City.

Section 8. NKSD Responsibility for Safety and Security

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

Section 9. Term of the Agreement

The Agreement shall be effective commencing October 1, 2015 and expiring on August 31, 2020 unless mutually extended by the parties in writing.

DATED this 12 day of November, 2015

NORTH KITSAP SCHOOL DISTRICT



Patricia Page, Superintendent

DATED this 9th day of October, 2015

City of Poulsbo



Rebecca Erickson, Mayor

DATED this 9th day of October, 2015

Attest:



Nicole Stephens, City Clerk

DATED this 9th day of October, 2015

APPROVED AS TO FORM:



James E. Haney, City Attorney