

INTERLOCAL COOPERATION AGREEMENT

Between
Edmonds School District #15
and
City of Brier
for
Issuing Keys to Access School Buildings in Emergencies

THIS INTERLOCAL AGREEMENT (“Agreement”) is made this ____ day of _____, 2011, by and between the Edmonds School District #15 and the City of Brier, both municipal corporations under the laws of the State of Washington, hereinafter referred to as “District” and “City” respectively.

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34RCW provides for interlocal cooperation between government agencies, and;

WHEREAS, The City is requesting, and the District agrees to, the issuance of keys that would provide Command Officers and Patrol Sergeants of the City access to District schools in the event of an emergency.

NOW THEREFORE, the parties agree as follows:

1. GENERAL CONDITIONS

1.1 Command Officers and Patrol Sergeants will acknowledge assignment and receipt of the Key(s) by completing the District Key Issuance Form (Attachment A).

1.2 Command Officers and Patrol Sergeants shall have responsibility for the Key(s), shall have it on his/her person at all times, or secured in a locked single-access location/compartments.

1.3 Command Officers and Patrol Sergeants shall not duplicate the District-issued Key(s).

1.4 Command Officers and Patrol Sergeants shall not lend or otherwise permit the Key(s) to be used by any other person unless exigent circumstances exist.

1.5 Key(s) shall be used by Command Officers and Patrol Sergeants or his/her designee to access school buildings in the event of a real emergency or lockdown. Access to the school buildings during non-emergencies shall be requested through the District Facility Use Coordinator. Drills, simulations or walk-throughs shall only be conducted with District written approval.

1.6 Command Officers and Patrol Sergeants shall immediately notify the District Safety Officer in the event the Key(s) is/are lost.

1.7 There shall be an annual inventory of Key(s) in June of each year. Command Officers and Patrol Sergeant, or their representatives, shall present their assigned Key(s) to the District Safety Officer, and the Safety Officer shall confirm the Command Officer and Patrol Sergeants are still assigned and in possession of the Key(s) issued.

1.8 Command Officers and Patrol Sergeants, if reassigned, shall contact the Safety Officer immediately to reissue the Key(s) to their replacement(s).

1.9 Key(s) are property of the District. Command Officers and Patrol Sergeants shall immediately return the Key(s) upon request by the District.

1.10 Command officers and Patrol Sergeants, or their representatives, shall hand-deliver Key(s) being returned and will not send Key(s) through the U.S. mail or inter-District mail.

1.11 The City acknowledges that it may be liable for any damages that are incurred as a result of misuse of the Key(s) that have been issued to the Command Officers or Patrol Sergeants, which may include the cost of re-keying all affected locks within the school, or any cost arising from losses, damages or destruction resulting from the misuse of Key(s) lost or misplaced while in the City employee's possession.

2. **TERM.** This Agreement shall commence upon execution by the parties and shall expire on August 31, 2015, unless earlier terminated as provided herein.
3. **WITHDRAWAL.** Withdrawal of this Agreement by the either party may be accomplished by providing thirty (30) days advance written notice.
4. **AMENDMENTS.** This Agreement may be amended only upon written agreement of the parties, executed in the same manner as provided by law for the execution of this Agreement. This Agreement shall constitute the full and complete agreement between the parties.
5. **DISPUTE.** In the event of a dispute between the District and the City arising under this Agreement, the Superintendent of the District and the Mayor of the City shall meet to attempt to resolve the dispute within thirty (30) days notice from either party of the existence of a dispute. In the event the Superintendent and the Mayor are unable to resolve the dispute within sixty (60) days notice from either party of the existence of a dispute, the parties shall submit the dispute to a mutually agreed upon private arbitrator for a binding resolution. In the event the parties cannot agree on an arbitrator, one will be appointed by the Presiding Judge of the Snohomish County Superior Court, with costs of arbitration borne equally. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs related to said arbitration.

6. INDEMNIFICATION. The City, its employees, contractors or subcontractors, shall indemnify, hold harmless and defend (including reasonable attorney's fee) the District, its officers and employees (hereinafter "Indemnified Party"), from and against all claims of and liability to third parties (other than liability solely and entirely the fault of the Indemnified Party) for personal or property damage arising from or in connection with the acts, errors, or omissions of City or its officers, employees or subcontractors, in performing the work required by this Agreement. . The District and the City will adequately provide through insurance or participation in insurance pooling for loss reserves to provide for their respective liability that could arise in connection with this Agreement. Evidence of coverage will promptly be provided upon request by either party.

7. RELATIONSHIP OF PARTIES. The City and the District are independent contracting parties. City employees, contractors or subcontractors shall not be considered agents or employees of the District for any purpose. City shall be solely and entirely responsible for its employees, contractors or subcontractors during the performance of services under this Agreement. Likewise, the District shall be solely responsible for its employees during the performance of its services under this Agreement.

8. GOVERNING LAW AND STIPULATION OF VENUE. This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY. If federal funds are the basis for this Agreement, the Lessee certifies that neither it nor its principals are presently debarred, declared ineligible or voluntarily excluded from participation in transactions by any federal department or agency.

EXECUTED this ____ day of _____, 2011

Edmonds School District #15

Marla S. Miller
Executive Director, Business and Operations