

INTERLOCAL COOPERATION AGREEMENT
BETWEEN EDMONDS SCHOOL DISTRICT and
CITY OF MOUNTLAKE TERRACE
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 Mountlake Terrace, a Washington State municipal corporation, hereafter referred to as “Mountlake Terrace,” 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 Mountlake Terrace desire to cooperate pursuant to the Act to make the most efficient use of their respective governmental powers within their jurisdictions; and
- C. WHEREAS, Mountlake Terrace 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, Mountlake Terrace 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 agreed-upon athletic events, dances, graduations and similar District events held at Mountlake Terrace High School or other locations in the District (“District Events”) through the assignment by Mountlake Terrace of one or more experienced commissioned Mountlake Terrace Officers to provide such services at the specified rate of compensation herein.
2. Term. This Agreement shall commence on September 1, 2024 and shall expire on August 31, 2029, unless otherwise terminated under the provisions of this Agreement. Upon expiration or termination of this Agreement, including any renewal term(s), all equipment furnished by Mountlake Terrace shall remain the sole property of Mountlake Terrace, 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 Mountlake Terrace OR services have been provided by Mountlake Terrace 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 District. The District shall provide Mountlake Terrace with sufficient notice of any and all District Events for which they desire police services; the request shall be in writing and provide no less

than thirty (30) days notice.

5. Duties of Mountlake Terrace. Mountlake Terrace shall make all reasonable efforts to provide Officers for District Events; should Mountlake Terrace be unable to provide Officer(s) for any reason to requested District Events, they shall inform the District of said unavailability with fifteen (15) days advanced notice. As available, Mountlake Terrace shall assign 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 Mountlake Terrace.
- 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.

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

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

8. 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.

9. Payment. The District shall pay Mountlake Terrace within thirty (30) days from the date of receipt of a proper invoice. Payments to Mountlake Terrace 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.

10. 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.

11. 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 10 above.

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

13. Entire Agreement. This Agreement contains the entire agreement between Parties related to the provision of event support. This Agreement shall be amended only in writing with the written consent of the Parties.

14. Notice. Mountlake Terrace Assistant Chief of Administrative Services shall serve as the administrator of this Agreement for Mountlake Terrace and the District Superintendent shall serve as the administrator of this Agreement for the District.

Notices to Mountlake Terrace shall be sent to the following address:

City of Mountlake Terrace Police Department
ATTN: Assistant Police Chief of Administrative Services
23250 58th Avenue W.
Mountlake Terrace, WA 98043

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

15. Force Majeure. The performance of this Agreement may be suspended and no party shall be deemed in default hereunder to the extent that any party's obligations hereunder are delayed or hindered by a cause or causes beyond the reasonable control of such party ("Force Majeure"). Force Majeure shall include, but not be limited to, acts of God, landslides, lightening, forest fires, storms, floods, freezing, earthquakes, civil disturbances, strikes, lockouts, pandemic, or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, or other similar causes. The party disabled by a Force Majeure event shall be excused from the performance hereunder during the period of such disability and the reasonable period of time necessary to rectify it.

16. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Agreement or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such strict performance or of the exercise of such option or any other covenants or agreements but the same shall be and remain in full force and effect.

17. Agreement not Enforceable by Third-Parties. This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

18. 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 MOUNTLAKE TERRACE

Dr. Rebecca Miner, Superintendent

Jeff Niten, City Manager

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Hillary Evans, City Attorney