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

THIS AGREEMENT is made by and between the Edmonds School District No. 15, hereafter referred to as "District", and the City of Edmonds, a Washington State municipal corporation, hereafter referred to as "Edmonds."

RECITALS

A. WHEREAS, the District and Edmonds desire to cooperate pursuant to Chapter 39.34 RCW, Interlocal Cooperation Act, in order to make the most efficient use of their respective governmental powers within their jurisdiction; and

B. WHEREAS, Edmonds and the District desire to have police coverage at athletic events to provide security, promote the safety, and serve as a positive resource to the District; and

C. WHEREAS, Edmonds is desirous to assign a uniformed Police Officer (hereafter referred to as "Officer") to provide police coverage at athletic events, in return for a rate of compensation that is agreed upon by the parties hereto;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual representation and covenants contained herein, the parties agree as fellows;

1. Purpose. This Agreement is intended to provide police coverage at all football games as scheduled by the District, plus any post-season games to be determined, at Edmonds-Woodway High School located in the District through the assignment by Edmonds of experienced commissioned Edmonds Officer/s to service that location at the specified rate of compensation herein.

2. Term. This Agreement shall commence on September 1, 2010 and shall expire on August 31, 2013, unless otherwise terminated under the provisions of this Agreement.

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.

4. Duties of Officers. Edmonds shall assign the Officer to provide police coverage at athletic events. The duties and responsibilities of the Officer include, but not limited to, the following:

- Support game management with CROWD CONTROL and enforce the laws of the State of Washington and the City of Edmonds.
- Arrive at the stadium at the time indicated on the sign-up sheet, which is 45 minutes prior to the start of the game. Officer will report to the District Event Manager in the Stadium Office.
- Officer's primary function is to support the efforts of the game staff in providing a safe surrounding for students, parents, game participants and other attendees.
- The District will provide Officers with a portable radio with District staff frequency to monitor for any requests by the stadium staff for police assistance.
- If two Officers are working a game, one will need to be at each of the two ticket booths until game time or until notified by the Event Manager. If only one Officer is working, the Officer will alternate between the two ticket booths.
- During the game, one Officer will need to be at each end of the grandstand. It is important that Officers are generally easy to spot in case a need arises.
- At half time, at least one Officer needs to report to the east side of the grandstand to assist with crowd control.
- At the conclusion of the 2nd and 3rd quarters, one Officer(s) will need to assist the ticket sellers as they transport gate receipts back to the Stadium Office.
- At game end, the Event Manager may ask for assistance on the field to ensure that the crowd does not enter the field or to safeguard officials to their locker room.
- Enforce rules pertaining to tobacco, alcohol, and drugs on public school property. Officers shall take enforcement action (juvenile referral or citation) when probable cause exits for any violations. Officers will notify the appropriate school administrator and /or the School Resource Officer of the arrest of any student during District sponsored event.
- After the game, the Officer(s) will report to the game management office to sign out or be assigned other duties as directed by the Stadium Event Manager.

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. The Officer shall remain an employee of Edmonds and is not an employee of the District. The Officer 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. 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. District shall pay Edmonds within thirty (30) days from the date of receipt of a proper invoice.

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 persons shall be deemed in accordance with the laws of the State of Washington. The District will protect, defend, indemnify, and hold harmless Edmonds, its officers, employees, officials or agents from any and all costs, claims, judgments, or awards of damages arising out of, or in any way resulting from, wrongful acts or omissions of the District, its officers, employees, or agents. The District waives immunity under Title 51 RCW, the Industrial Insurance Act, but only for purposes of fulfilling its indemnification obligations towards Edmonds under this provision, and acknowledges that this waiver has been specifically negotiated. 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. In the event of concurrent liability, the parties shall have the right of contribution in proportion to the respective liability of each party.

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 is 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. 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

Director of Athletics shall serve as the administrator of this Agreement for the District. Notices to the District shall be sent to the following address:

Edmonds School District #15
ATTN: Director of Athletics
20420 68th Ave W.,
Lynnwood, WA 98036

15. Duty to File Agreement With County Auditor. The District shall, within 10 days after this Agreement is executed by both parties, file this Agreement with the Snohomish County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source as allowed in RCW 39.34.040.

EDMONDS SCHOOL DISTRICT	CITY OF EDMONDS
By: Marla S. Miller	By:
Marla S. Miller	
Dated: 7/14/2010	Dated: 8/20/2010
Its: Executive Director Business and Operations	