



Building Bridges to the Future

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CITY OF DUVALL

Superintendent
Dr. Anthony L. Smith

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July 23, 2014

City Clerk
City of Duvall
PO Box 1300
Duvall, WA 98019

RE: Interlocal Agreement for Police Liaison Services

To Whom It May Concern:

Attached please find two signed copies of the Interlocal agreement for police liaison services between the City of Duvall and the Riverview School District. The Riverview School District Board of Directors approved this agreement at their regularly scheduled meeting on July 22, 2014.

If you have any questions or need any further information, please feel free to contact me at (425) 844-4504 or e-mail me at bechtels@riverview.wednet.edu.

Sincerely,

Sandy Bechtel
Executive Assistant to the Superintendent

Enclosures

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE
CITY OF DUVALL AND THE RIVERVIEW SCHOOL DISTRICT

In consideration of the mutual covenants and promises set forth in this Agreement, the City of Duvall (hereafter referred to as “Duvall”), a municipal corporation of the State of Washington, and the Riverview School District (hereafter referred to as “RSD”) of the State of Washington, County of King, do hereby agree as follows:

1. Purpose:

The purpose of this Agreement is to provide the RSD with a consistent presence from Duvall law enforcement, to act as a liaison between Duvall and the RSD, and between Duvall and the students of RSD, and to provide a safe environment for students and staff, while attending and or working on RSD grounds. Additionally, the police liaison shall provide educational opportunities including, but not limited; drug, alcohol, peer pressure and bullying education.

2. Services:

The City of Duvall, through its Police Department, shall provide the RSD with the following services:

- a. Provide a police officer, liaison, available to RSD, during the 2014-2015 school year beginning in September of 2014, and ending in June of 2015.
- b. The police liaison will provide a consistent presence to the RSD up to 20 hours per week, at the discretion of the RSD.
- c. The police liaison’s presence will be primarily at Cedarcrest High School, with a smaller presence being provided at other schools within the RSD, as needed or required.
- d. The police liaison officer will be available to attend and participate as needed, with classroom presentations and school assemblies.
- e. As a police liaison for the RSD staff and students, and in an effort to build an adequate rapport, the officer will not take a primary role in enforcement activities on the RSD property; rather, he/she will take necessary steps to safeguard

evidence and or a crime scene, and then call upon another Duvall Officer to handle the situation.

- f. The police liaison will familiarize him/herself with the policies of the RSD, governing contraband, fighting, bullying, alcohol, theft, etc., as well as the penalties for each, as outlined in the RSD operating procedures.
- g. The police liaison will advise RSD staff of situations he/she may encounter, that is in violation of any RSD policies or operating procedures.

It shall be the responsibility of RSD to notify the Duvall Police Department with any issues that may arise with the police liaison officer, to include dissatisfaction of the officer assigned. The Duvall Police Department will work with RSD to resolve the issue(s) up to an including assigning a different officer as the police liaison.

3. Costs Associated with Agreement:

The annual school year for the RSD begins in September and ends in June of the following year. Duvall will provide a Police Officer, to the RSD on a consistent basis up to (4) four hours per day, during each day that school is in session, at an hourly rate of \$40.00 forty dollars per hour, not to exceed \$25,000.00 during the 2014-2015 school year. The hours of work shall be mutually agreed upon by the City and RSD, but shall not exceed 4 hours each day that school is in session.

- a. The City shall submit an invoice to RSD, for total hours worked, on a monthly basis,
- b. RSD shall submit payment, payable to the City of Duvall, within 30 days of receiving an invoice.

4. Duration and Termination of Agreement:

- a. The period of the agreement shall be one school year commencing on September 1, 2014. This agreement may be terminated by either party, upon written notice to the non-terminating party by the terminating party, providing for (30) thirty days advance notice.
- b. This agreement shall be re-negotiated, between Duvall and the RSD, on an annual basis, preferably in the months of June and July, as the RSD prepares for their upcoming school year/

5. Indemnification:

Each party to the Agreement agrees to defend, indemnify and hold harmless the other party and its officers, employees, agents and elected officials from and against any claim, damage, liability, judgment, cost, penalty, and attorney's fees on account of death or injury of any person and or on account of any property damage of any kind arising from or in any manner connected with the police services provided by Duvall to the extent of each party's own negligence.

In executing this Agreement, the City of Duvall does not assume liability or responsibility for, or in any way release, the Riverview School District from any liability or responsibility which arises in whole or in part from the existence or effect of the RSD's policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and or validity of any such policy, rule or regulation is at issue, RSD shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the RSD, the RSD shall fully satisfy the same including all chargeable costs and reasonable attorney's fees. It is the intent and understanding of both parties that they will assume liability for their own actions and staff members..

In the event of a claim, loss or liability based upon the alleged concurrent or joint negligence or tortious wrongdoing of the parties, the parties shall bear their respective liability, including cost, in accordance with an assignment of their respective liability established in accordance with the laws of the State of Washington.

6. General Provisions:

- a. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements oral or otherwise that have not been fully set forth in the text of this agreement.
- b. The parties agree that this Agreement cannot be amended or modified without the written concurrence of both parties.
- c. If any provision or a portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the City of Duvall shall have the right, at its option, to declare the Agreement void and enter into negotiations with the Riverview School District for execution of a new Agreement.

Attest/Authenticated:

Attest/Authenticated:

Jodee Schwinn, City Clerk
