

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. Additionally, this agreement accounts for compensation for after-hours event work for Cedarcrest High School, to include, but not limited to; sporting events, school dances and graduation, where Cedarcrest Administration requests the presence of police officers.

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 2020-2021 school year beginning in September and ending in June.
- b. When school is in session and in person, the police liaison will provide a consistent presence to the RSD up to 20 hours per week, at the discretion of the RSD. During the current pandemic (COVID-19) the police liaison will provide for external perimeter checks/monitoring of RSD properties, located within the City limits of Duvall. Additionally, the police liaison will maintain regular communications with administration staff at Cherry Valley Elementary and Eagle Rock Multi-Age Facilities. This communication shall be via telephone or virtual meeting setting. Finally, the City agrees to conduct research into what it would take to provide the D.A.R.E. Program to 5<sup>th</sup> graders in the RSD, through a virtual platform, and provide the same, should the COVID pandemic prevent in-person instruction during the 2020-2021 school year.

- c. As needed or required, the police liaison's presence will be primarily at Schools within the RSD, other than Cedarcrest High School, as Cedarcrest High School has a full-time School Resource Officer.
- d. The police liaison officer will be available to attend and participate as needed, with classroom presentations and school assemblies.
- e. 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.
- f. The police liaison will advise RSD staff of situations he/she may encounter that is in violation of any RSD policies or operating procedures.
- g. Throughout the school year, and as requested by RSD, the police department will provide law enforcement services for Cedarcrest High School, for after-school activities. These services will be conducted by off-duty police officers, and they will be paid their regular overtime, hourly rate, for each hour worked. The City will pay the officer overtime during the City's regular pay periods, and submit invoices to RSD, for reimbursement.

3. Costs Associated with Agreement:

- a. 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. RSD agrees to pay the City \$40,000.00 during the 2020-2021 school year, for these services. (Throughout the duration of the COVID-19 pandemic, the police liaison will provide such services described in Section 2, sub-section (b), above.)
- b. Reimbursement of officer overtime costs for after-school events when RSD has requested police officer(s) to attend.

4. Duration and Termination of Agreement:

- a. The period of the agreement shall be one school year commencing on September 1, 2020. 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 performance of this agreement 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.

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.

- d. It is not intended that a separate legal entity be established to conduct this cooperative undertaking. The Riverview School District shall act as the administrator of this agreement.
- e. No special budget or funds are anticipated, nor shall any be created. The parties are each responsible for their own finances in connection with this Agreement, and nothing in this Agreement shall be deemed or construed otherwise.
- f. The parties do not intend to acquire, hold, or dispose of any real or personal property pursuant to this Agreement.

7. Notice:

Any notices required to be given by the City of Duvall, to the Riverview School District or the Riverview School District to the City of Duvall shall be delivered to the following parties at the following addresses:

City Clerk  
 City of Duvall  
 15535 Main Street NE  
 P.O. Box 1300  
 Duvall, WA 98019

Superintendent  
 Riverview School District  
 15510 1<sup>ST</sup> Avenue NE  
 P.O. Box 519  
 Duvall, WA 98019

Any notices may be either delivered personally to the address of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the mailing.

Dated this 1<sup>st</sup> day of December, 2020.

City of Duvall

Amy Ockerlander  
 Mayor Amy Ockerlander

Riverview School District

Anthony Smith  
 Superintendent Anthony Smith

Attest/Authenticated:

Jodi Wycoff  
 Jodi Wycoff, City Clerk

Attest/Authenticated:

Mary Cook