

RESOLUTION R- 3994

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE LAKE WASHINGTON SCHOOL DISTRICT RELATING TO LAW ENFORCEMENT SERVICES.

Whereas, the City of Kirkland is authorized to enter into an interlocal agreement to provide services to the Lake Washington School District; and

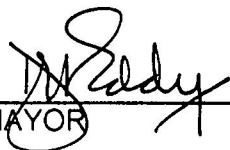
Whereas, the City of Kirkland is able to provide certain services which the School District desires to enhance security services for its students and staff;

Now, therefore, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland that certain Joint Cooperative Agreement Between City of Kirkland and Lake Washington School District #414 Relating to Law Enforcement Services, a copy of which is attached to the original of the resolution and by this reference incorporated herein.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 6th day of February, 1996.

Signed in authentication thereof this 6th day of February, 1996.


MAYOR

Attest:


City Clerk

jan96\LWSDres

**Joint Cooperative Agreement Between
City of Kirkland and Lake Washington School District #414
Relating to Law Enforcement Services**

This is a Joint Cooperative Agreement between the City of Kirkland, hereinafter referred to as the "City", and Washington State School District Number 414 (Lake Washington School District), hereinafter referred to as the "School District".

WHEREAS the School District desires to enhance security services for its students and staff, and;

WHEREAS the City has the resources to assist the District with security services;

NOW THEREFORE, the City and School District hereby agree:

1. CITY RESPONSIBILITIES. The City will provide the following services within the School District limits: (See Attachment "B")
 - 1.1 Security Services. The City will provide for supplementary services for the District. The officer will provide law enforcement and security information and services to the district. Such services shall include patrol of District grounds, preparation of daily reports as needed, providing resources for students and staff, and other duties as mutually agreed upon by the parties.
 - 1.2 Support Services. Support services includes planning and statistics, subpoena control; training, weapons' permits, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations, and precinct support to the officer. Such support services do not include legal services of the City relating to enforcement of District or municipal criminal and traffic codes or prosecutions arising thereunder.
2. ORGANIZATIONAL DETAIL/MANAGEMENT STRUCTURE
 - 2.1 The City will provide the services identified in Section 1 through the following organization.
 - 2.2 Liaison will be provided through the assigned and specifically identified officers designated by the City with the advice of the School District Superintendent or designee. The Resource Officer will handle all day-to-day operational concerns identified by the School District officials and staff. In addition, the City Resource Officer will be available to the School District during mutually agreed-upon days and hours, for activities such as school events meetings of the District and appropriate community meetings. The School District will provide office space as needed.
 - 2.3 The assigned officers shall be agreed to by the District, and the continued assignment of the officer will be subject to satisfactory performance, as determined by the City in the consultation with the District.

Lake Washington School District Interlocal Agreement

- 2.4 The City Resource Officer will notify the School District in the event of a significant criminal occurrence on District property;
 - 2.5 The City Resource Officer will report as needed, criminal and traffic activity, and on law enforcement services provided.
3. PERSONNEL AND EQUIPMENT.
- 3.1 The City is acting hereunder as an independent contractor so that:
 - 3.1.1 Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the City;
 - 3.1.2 All persons rendering service hereunder shall be for all purposes employees of the City;
 - 3.1.3 All liabilities for salaries, wages, any other compensation, injury, sickness or liability to the public for negligent acts or omissions arising from performance of the law enforcement services provided under this contract by the City hereunder shall be that of the City.
 - 3.2 The City shall furnish all personnel and such resources and material deemed by the City as necessary to provide the level of law enforcement service herein described.
4. COMPENSATION
- 4.1 The contract amount for 1995-1996 is \$10,080 shown in Attachment "A", hereinto attached. Such compensation includes selected officers at the current rate or current overtime rate when applicable.
 - 4.2 The City shall make officers available to the District a total of 120 hours per quarter with officers generally being available to the District 12 hours per week. The specific hours spent by the officers at District facilities shall be by mutual agreement between the City and the District.
 - 4.3 Billing. In consideration of the City responsibilities hereunto, the District shall pay to the City \$5,040 per quarter.
 - 4.4 Annual Adjusted. The parties may extend this agreement on such terms as are mutually agreed.
5. SCHOOL DISTRICT RESPONSIBILITIES. In support of the City providing the services described above, the School District promises to:
- 5.1 Supply at its own cost and expense any special supplies, stationary, notices, forms and like where such must be issued in the name of the School District.
6. DURATION. This agreement is effective upon execution by both parties, and will continue in force until June 30, 1996.

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7. INDEMNIFICATION.

7.1 The City shall indemnify and hold harmless the School District and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the City, its officers, agents and employees, or any of them, in the performance of this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the School District, the City shall defend the same at its sole cost and expense; provided, that the School District reserves the right to participant in such suit if any principle of governmental or public laws is at issue. If final judgment be rendered against the School District and its officers, agents and employees, or any of them, or jointly against the School District and the City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

7.2 In executing this agreement, the City does not assume liability or responsibility for or in any way release the School District from any liability or responsibility which arises in whole or in part from the existence or effect of School District policies, procedures, rules o regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such School District policy, procedure, rule or regulation is principally at issue, the School District shall define the same at its sole expense and if judgment is entered or damages are awarded against the School District, the City or both, the School District shall satisfy the same, including all chargeable costs and attorney's fees.

7.3 The School District shall indemnify and hold harmless the City and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any of them, relating to or arising out of the performance of this Agreement. In the event that any suit based on such a claim, action, loss or damage is brought against the City, the School District shall defend the same at its sole costs and expense; provided that the City retains the right to participate in said suit if any principle of governmental law is at issue; and if final judgment be rendered against the City and the School district and their respective officers, agents and employees, or any of them, the School District shall satisfy the same.

8. NON-DISCRIMINATION. The City and the School District certify that they are Equal Opportunity Employers. The City and School District have developed and implemented Affirmative Action Programs in accordance with the guideline in Revised Order 4 of the United States Department of Labor.

9. AUDITS AND INSPECTIONS. The records and documents with respect to all matters covered by this contract shall be subject to inspection, review or audit by the City or School District during the term of this contract and three (3) years after termination.

10. AMENDMENTS. The Agreement may be amended at any time by mutual written agreement of the parties.

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- 11. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded.
- 12. CONTRACT ADMINISTRATION. The parties shall each appoint representatives to review contract performance and resolve problems which cannot be dealt with by the City's Resource Officer and the School District Manager. Each party shall notify the other in writing of its designated representatives. The representatives from the City will include the Department of Public Safety and the Office of Financial Management. The contract administrators will meet as needed, but at least annually, with either party authorized to call additional meetings with ten days written notice to the other.
- 13. Any problem which cannot be resolved by the parties' designated representatives shall be referred to the chief executive officer of the School District and the City Chief of Police for settlement.

IN WITNESS WHEREOF, the parties have executed this agreement.

City of Kirkland

School District

 City of Kirkland
 Terrence L. Ellis, City Manager



 L. E. Scarr, Superintendent

Date

Date

Approved as to Form:

Date

ATTACHMENT "A"

INTERLOCAL AGREEMENT BETWEEN
CITY OF KIRKLAND
AND THE
LAKE WASHINGTON SCHOOL DISTRICTJanuary 22, 1996 to July 1, 1996:

Officers	1996
Cost	6 mo.: \$10,080
TOTAL CONTRACT COST ESTIMATE:	\$10,080

ATTACHMENT 'B'**INTERLOCAL AGREEMENT BETWEEN
CITY OF KIRKLAND
AND THE
LAKE WASHINGTON SCHOOL DISTRICT**

For clarification purposes this attachment details the services to be provided at each school:

Each officer will work with the school to identify the specific needs of students in the areas of violence and substance abuse. This would include the following:

- **Staff Training** (on topics such as youth gangs, violence intervention, drug identification and intervention)
- **Student Education** (assist in classroom instruction by discussing topics such as substance abuse prevention, criminal and constitutional law, personal protection)
- **Parent Education** (on topics such as emerging youth issues related to violence, substance abuse and the criminal justice system)
- **Building Rapport With Students** (help students to see officers as a youth advocate whose primary concern is their safety and security)
- **Law Enforcement/Safety Assistance to Schools** (assist on issues such as truancy, child abuse, suicide and violence - provide site security and law enforcement services on an as-needed basis - help staff to develop a site security plan)