

AGREEMENT BETWEEN THE NORTH KITSAP SCHOOL DISTRICT
and
KITSAP COUNTY SHERIFF'S OFFICE
for
LAW ENFORCEMENT SECURITY

Whereas, the North Kitsap School District (NKSD) provides for the partnership between the district and police agencies, including the Kitsap County Sheriff's Office (KCSO), to provide law enforcement officers on NKSD campuses for extracurricular events and activities as scheduled;

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, the parties hereby agree as follows:

Section 1. Duties of Officer

KCSO will assign a uniformed officer to NKSD campuses or special event locations (upon request and if available) to provide security at school events in order to identify, investigate, deter and prevent crimes, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs and/or similar activities.

Section 2. Supervision of Officer

The officer shall remain an employee of KCSO and shall not be an employee of NKSD. The officer shall remain responsive to the supervision and chain of command of KCSO. KCSO shall remain solely responsible for the officer's hiring, training, discipline and/or dismissal. Any allegation of improper conduct shall be referred to the officer's immediate supervisor or directly to the Undersheriff.

Section 3. Scheduling of Officer

With a minimum of two weeks notice, KCSO agrees to assign an officer if available when a school representative calls to ask for law enforcement for an event. However, KCSO reserves the right to reassign the officer in the event of an unusual emergency necessitating the response of the officer to a location away from the NKSD event location.

Section 4. Funding

NKSD agrees to pay KCSO ~~\$81.4070-85~~ (eighty one dollars and 40 cents) per hour of an officer's presence at a school event assignment, with a 3-hour minimum. The officer will work the event and KCSO will subsequently prepare and submit a billing to the District Office.

If an event has not concluded in the time originally scheduled, the officer will contact the on-site school administrator or designee to request an extension of the compensated assignment.

Section 5. No Third-Party Rights

The establishment of this program and the execution of this Agreement shall create no third-party rights. In particular, the parties agree by establishing this program, that no past practice has been created with respect to duty assignment, the maintenance of the program, or to otherwise limit the management discretion of KCSO under its collective bargaining agreement. This Agreement further shall not create any third-party rights to the officer assigned or any other officer of the Sheriff's Office, to the citizens of Kitsap County, or to any other person.

Section 6. Insurance and Indemnification

The parties shall separately maintain their own appropriate liability and casualty insurance policies as they, in their sole discretion, deemed 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 determined in accordance with the laws of the State of Washington. NKSD will protect, defend, indemnify and hold harmless KCSO, its officers, employees or agents from any and all costs, claims, judgments or awards of damage arising out of or in any way resulting from negligent acts or omissions of NKSD, its officers, employees or agents. KCSO will protect, defend, indemnify and hold harmless NKSD, its officers, employees or agents from any and all costs, claims, judgments or awards of damage arising out of or in an any way resulting from negligent acts or omissions of KCSO, its officers, employees or agents. In the event of concurrent liability, the Parties shall have the right of contribution in proportion to the respective liability of each party. Solely for the purposes of this indemnification provision, the parties expressly waive their immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledge that this waiver was mutually negotiated by the parties. This indemnification provision shall survive the expiration or termination of this Agreement.

Section 7. Independent contractor status of KCSO

Both parties understand and agree that KCSO is acting hereunder as an independent contractor, with the following intended results:

Control of personnel, standards of performance, discipline and other aspects of performance of the officer shall be governed entirely by KCSO;

All persons rendering services hereunder shall be for all purposes employees of KCSO;

All liabilities for salaries or wages or any other compensation shall be the responsibility of KCSO.

Section 8. NKSD Responsibility for Safety and Security

Both parties understand and agree that NKSD retains its legal responsibility for the safety and security of the school district, its employees, students and property and that this Agreement does not alter that responsibility.

Section 9. Term of the Agreement

The Agreement shall be effective commencing September 1, 201~~67~~⁷²⁰ and expire on August 31, 201~~720~~⁷²⁰, unless mutually extended by the parties in writing.

DATED this ____ day of _____, 20176.

NORTH KITSAP SCHOOL DISTRICT

Dr. Laurynn Evans~~Patty Page~~,

Superintendent

DATED this ____ day of _____, 20176.

KITSAP COUNTY SHERIFF'S OFFICE

Gary Simpson, Sheriff

DATED this ____ day of _____, 20176.

**KITSAP COUNTY BOARD OF
COMMISSIONERS**

Charlotte Garrido~~Robert Gelder~~, Chair

Edward E. Wolfe, Commissioner

Robert Gelder~~Charlotte Garrido~~,

Commissioner
Attest:

Dana Daniels, Clerk of the Board