

## **INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES**

This Interlocal Agreement for Law Enforcement Services ("Agreement") is entered by and between the City of Cle Elum, a code city in the State of Washington and the City of Roslyn, a code city in the State of Washington. These incorporated communities shall be subsequently referred to in this Agreement as Cle Elum and Roslyn, and they shall be collectively referred to as the ("Parties").

### **I. RECITALS**

**WHEREAS**, the Parties are public agencies, as defined in RCW 39.34.020, who wish to enter into an Agreement pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

**WHEREAS**, Cle Elum and Roslyn have the power, authority, and responsibility to provide police protection and law enforcement services for their citizens within their boundaries, and have merged their resources since July 2000 to fulfill their obligations to their citizens; and

**WHEREAS**, Roslyn is located two miles west of Cle Elum, and Cle Elum has established and maintains a police department which can continue to provide regular law enforcement services to Roslyn; and

**WHEREAS**, it is understood that the police department will serve the municipalities of Cle Elum, Roslyn, and the Town of South Cle Elum, a neighboring town; and

**WHEREAS**, Cle Elum and Roslyn wish to continue and enhance their joint Agreement to efficiently provide Cle Elum and Roslyn with law enforcement services.

**NOW, THEREFORE**, in consideration of the foregoing and as set forth below, the Parties agree to continue the Cle Elum/Roslyn/South Cle Elum Police Department as follows:

#### **1. PURPOSE AND SCOPE**

1.1 The purpose of the Agreement is to continue law enforcement and related criminal justice services to Roslyn.

#### **2. DURATION, TERMINATION AND MODIFICATION**

2.1 This Agreement shall be effective as of 12:01 a.m. on January 1, 2018 and shall continue through midnight on December 31, 2018. This Agreement shall automatically renew without further action by the Parties on a yearly basis thereafter unless otherwise modified or terminated, as provided for in Sections 2.2 and 2.3.

- 2.2 Any Party may terminate its participation in this Agreement by providing at least 90 days written notice to the other Party of the terminating party's intent to terminate this Agreement. If Roslyn is the terminating party, Roslyn shall be responsible in the amount of \$2,000.00 for reimbursement to Cle Elum for the cost to change badges, vehicle markings, shoulder patches, and related identification items.
- 2.3 This Agreement shall be reviewed prior to the end of each year. Thereafter, substantive revisions to this Agreement may be made annually and initiated by either of the Parties with written notice to the other Party. All changes to this Agreement will be pursuant to good faith negotiations between the Parties, and shall be reflected in written amendments to this Agreement executed by the parties.
- 2.4 This Agreement is intended to express the entire Agreement of the Parties, and may not be altered or modified in any way unless such modification is reduced to writing, jointly agreed upon, and signed by both Parties.

### **3. ADMINISTRATION AND DEFINITIONS**

- 3.1 Cle Elum, by and through its Chief of Police, shall be responsible for the administration and management of the law enforcement services to be provided to Roslyn as described in this Agreement.
- 3.2 The Chief of Police or his or her designated representative from the Cle Elum Police Department shall attend the Roslyn City Council meeting to report on the activities of the Police Department and identify any law enforcement issues. The frequency of these reports is based on the Chief of Police's schedule.
- 3.3 For purposes of this Agreement, "incidents" shall include all responses to dispatched calls, and shall also include all contacts with subjects that result in the issuance of written citations, warnings, or arrests. Time spent on incidents shall also include office time devoted to related follow-up paperwork, transport to jail, and court appearances.
- 3.4 For purposes of this Agreement, "patrol" shall include such activities as patrol, traffic enforcement, and involvement in proactive community programs.
- 3.5 For purposes of this Agreement, "major event" shall refer to a law enforcement incident response which involves more than 25% of the annual budgeted incident response hours for a given Party.
- 3.6 For purposes of this Agreement, "administration and overhead" shall include supplies and services, Kittcom fees, building and property expense and maintenance, mechanic fees, civil service costs, and administrative staff salaries.

**4. BASIS FOR DETERMINING AND ASSIGNING COSTS**

- 4.1 Roslyn shall receive 24 hours a day law enforcement response to reported and/or dispatched calls and observed incidents as well as random patrol and community policing services to the extent deemed appropriate by the Police Chief.
- 4.2 For the initial year of this Agreement, Roslyn's share of regionalized police service costs shall be as follows:
  - 4.2.1 An annualized total of \$178,800.00 as a baseline rate of providing police services to Roslyn for 146 hours per month.
- 4.3 Cle Elum's annual financial participation shall involve fully funding all costs of the Cle Elum/Roslyn/South Cle Elum Police Department which are not covered by Roslyn and South Cle Elum. The entire budget for the Cle Elum/Roslyn/South Cle Elum Police department including animal control in the initial year of this agreement is budgeted to be \$1,367,948.75.
- 4.4 For calendar year 2018 and subsequent years, the annualized rate (previous base amount) for Roslyn may be adjusted upward on the first day of each calendar year based on increased department costs such as cost of living, administration costs and overhead costs. This annual adjustment shall not exceed 4% per calendar year unless agreed to in writing by both parties prior to the start of the New Year.
- 4.5 Costs associated with a major event, as defined in Section 3.5 above, will be billed separately at \$150.00 per hour and in addition to the base contract amount.
- 4.6 Roslyn shall transmit 20% of all locally retained ticket revenue to Cle Elum. These funds will be deposited into Cle Elum's police car/equipment replacement fund.
- 4.7 Costs associated with providing officers to cover scheduled special events such as community celebrations shall be tracked separately and if the special event causes the police department to exceed 146 hours in that month, then Roslyn shall be billed at \$150.00 per hour and in addition to the base contract amount.

**5. RESPONSIBILITIES OF CLE ELUM**

- 5.1 Cle Elum shall provide 24 hour a day law enforcement response to reported and/or dispatched calls and observed incidents within the geographical boundaries of Roslyn in accordance with this Agreement.
- 5.2 When determining which hours to patrol, the Chief of Police will make this determination and shall take into consideration any specific requests by the Mayor of Roslyn.

- 5.3 Cle Elum shall handle the administrative processing of all tickets and citations issued in Roslyn.
- 5.4 Cle Elum shall provide Roslyn with a regular monthly report of all hours spent by Police Department personnel within Roslyn's boundaries. This report shall break out hours spent on incident response as well as patrol, and shall include time breakdowns of such activities as jail transport, court appearances, and training.
- 5.5 Cle Elum shall provide call response services and criminal investigation services in the same manner as customarily rendered by the Cle Elum Police Department within Cle Elum.

**6. RESPONSIBILITIES OF ROSLYN**

- 6.1 Starting January 2018, Roslyn shall pay to Cle Elum each month during which this Agreement is effective, the amount of \$14,900.00. Starting January 2019, this amount shall be adjusted according to the provisions outlined in section 4.4 above.
- 6.2 Roslyn hereby confers municipal police authority on such Cle Elum police officers as might be engaged hereunder in enforcing Roslyn criminal and traffic ordinances within the Roslyn boundaries and for carrying out this Agreement.
- 6.3 Cle Elum and Roslyn will make every reasonable effort to bring local criminal and traffic ordinances relevant to the scope of this Agreement into conformity with each other and State law to provide uniformity of regulation and enforcement.

**7. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

- 7.1 Cle Elum shall defend, indemnify, and hold Roslyn, and its officers, officials, employees, agents, and volunteers, harmless from any and all claims, injuries, damages, losses or suits, including all legal and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of Roslyn.
- 7.2 If a claim or suit is brought against Cle Elum or Roslyn, the basis of which is the enforcement of an unconstitutional or unlawful ordinance of Roslyn, Roslyn shall defend, indemnify, and hold Cle Elum, its officers, officials, employees, agents and volunteers, harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees incurred in relation therewith.
- 7.3 It is specifically and expressly understood that the indemnification provided herein constitutes Cle Elum's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The Parties further acknowledge that they have mutually negotiated this waiver.

- 7.4 Both Parties shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property that may arise from or in connection with this Agreement.
- 7.5 Within fifteen (15) days of the commencement of this Agreement, Cle Elum shall provide evidence of the following insurance coverage and limits at a minimum:
- 7.5.1 Law enforcement or police professional insurance in an amount not less than \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate.
- 7.5.2 Comprehensive general liability in an amount not less than \$1,000,000.00 per occurrence.
- 7.5.3 Errors and omissions or public official's liability in an amount not less than \$1,000,000.00 per occurrence.
- 7.6 Roslyn shall be named as an additional insured on Cle Elum's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary as referenced above.
- 7.7 It is the intent of this Agreement for Cle Elum's insurance to be considered primary in the event of a loss, damage, or suit arising out of Cle Elum's performance of a duty under this Agreement. Roslyn's comprehensive general liability policy will be considered excess coverage in respect to Cle Elum.
- 7.8 Cle Elum shall request from its insurer that written notification will be given to Roslyn for any cancellation in Cle Elum's coverage at least thirty (30) days in advance of such cancellation.
- 7.9 Within fifteen (15) days of the commencement of this Agreement, Roslyn shall provide evidence of the following insurance coverage and limits at a minimum:
- 7.9.1 Comprehensive general liability in an amount not less than \$1,000,000.00 per occurrence.
- 7.9.2 Errors and omissions or public official's liability in an amount not less than \$1,000,000.00 per occurrence.
- 7.10 Cle Elum shall be named as an additional insured on Roslyn's commercial general liability policies. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary as referenced above.

- 7.11 Roslyn shall request from its insurer that written notification will be given to Cle Elum for any cancellation in Roslyn's coverage at least thirty (30) days in advance of such cancellation.

## **8. INDEPENDENT CONTRACTOR**

- 8.1 The Parties understand and agree that Cle Elum is acting hereunder as an independent contractor and shall maintain control of all Police Department employees, including hiring, firing, discipline, evaluation, and establishment of standards of performance thereof.
- 8.2 All Cle Elum personnel, including the Chief of Police, rendering service hereunder shall be, for all purposes, employees of Cle Elum, although they may from time to time act as commissioned officers of Roslyn.

## **9. ADDITIONAL AGREEMENTS**

- 9.1 The Parties agree that each will continue to be responsible for their own jail expenses and shall each continue to contract with Kittitas County for jail services.
- 9.2 The Parties agree that prosecution and public defender services will continue to be provided under the terms of such agreements involving the respective Parties, which are in place at the time of signing of this Agreement.
- 9.3 Costs for dispatch services for law enforcement calls through Kittcom shall be covered for both Parties through the basic cost provisions of this Agreement.
- 9.4 The Parties agree that each City may have received or may apply for grant funding for additional police services and/or equipment. If Roslyn receives such funds, it may transfer the funds to Cle Elum to be used in accordance with terms and conditions of the underlying grant. The Parties further agree to approve an addendum to this Agreement, if necessary, to be eligible for such grant funding, provided that the amendment is not inconsistent with the terms and conditions of this Agreement.
- 9.5 The Parties understand that additional costs may be incurred from an Incident and that such additional costs will be paid for by Roslyn.

## **10. SEVERABILITY AND GOVERNING LAW**

- 10.1 If any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and invalidated to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision hereof shall not affect the remaining provisions.

10.2 This Agreement shall be governed by the laws of the State of Washington and venue for any action arising from this Agreement shall be in Kittitas County Superior Court.

City of Cle Elum

By: Jay McGowan Dated: 6/12/18  
Mayor Jay McGowan

Attest: Kathi Swanson  
Kathi Swanson, City Clerk

City of Roslyn

By: Brent Hals Dated: 5/23/2018  
Mayor Brent Hals

Attest: Brandi Taklo  
Brandi Taklo, City Clerk