

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 Town of South Cle Elum, a town in the State of Washington. These incorporated communities shall be subsequently referred to in this Agreement as Cle Elum and South Cle Elum, 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 South Cle Elum have the power, authority, and responsibility to provide police protection and law enforcement services for their citizens within their boundaries; and

WHEREAS, South Cle Elum is located less than one mile south of Cle Elum, and Cle Elum has established and maintains a police department which can continue to provide regular law enforcement services to South Cle Elum; and

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

WHEREAS, Cle Elum and South Cle Elum wish to continue and enhance their joint Agreement to efficiently provide South Cle Elum 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 South Cle Elum.

2. DURATION, TERMINATION AND MODIFICATION

- 2.1 This Agreement shall be effective as of 12:01 a.m. on May 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 South Cle Elum is the terminating party, South Cle Elum 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 South Cle Elum as described in this Agreement.
- 3.2 The Chief of Police or his or her designated representative from the Cle Elum Police Department shall from time to time meet attend the South Cle Elum 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, services and Kittcom fees.

4. BASIS FOR DETERMINING AND ASSIGNING COSTS

- 4.1 South Cle Elum 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, South Cle Elum's share of regionalized police service costs shall be as follows:
 - 4.2.1 An annualized total of \$36,000.00 as a baseline rate of providing police services to South Cle Elum for 35 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 \$1,313,711.75.
- 4.4 For calendar year 2018 and subsequent years, the annualized rate (previous base amount) for South Cle Elum 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 for law enforcement service and in addition to the base contract amount.
- 4.6 South Cle Elum shall transmit all locally retained ticket revenue to Cle Elum. These funds will be used by Cle Elum to provide for prosecution and public defender services as well as to help fund the police department.
- 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 35 hours in that month, then South Cle Elum 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 South Cle Elum 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 South Cle Elum.
- 5.3 Cle Elum shall handle the administrative processing of all tickets and citations issued in South Cle Elum.
- 5.4 Cle Elum shall provide South Cle Elum with a regular monthly report of all hours spent by Police Department personnel within South Cle Elum'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 SOUTH CLE ELUM

- 6.1 Starting May 2018, South Cle Elum shall pay to Cle Elum each month during which this Agreement is effective, the amount of \$3,000.00. Starting January 2019 and subsequent years, this amount shall be adjusted according to the provisions outlined in section 4.4 above.
- 6.2 South Cle Elum hereby confers municipal police authority on such Cle Elum police officers as might be engaged hereunder in enforcing South Cle Elum criminal and traffic ordinances within the South Cle Elum boundaries and for carrying out this Agreement.
- 6.3 Cle Elum and South Cle Elum 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 South Cle Elum, 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 South Cle Elum.
- 7.2 If a claim or suit is brought against Cle Elum or South Cle Elum, the basis of which is the enforcement of an unconstitutional or unlawful ordinance of South Cle Elum, South Cle Elum 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 South Cle Elum 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. South Cle Elum'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 South Cle Elum 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, South Cle Elum 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 South Cle Elum'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 South Cle Elum shall request from its insurer that written notification will be given to Cle Elum for any cancellation in South Cle Elum'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 South Cle Elum.

9. ADDITIONAL AGREEMENTS

- 9.1 All jail costs for South Cle Elum will continue to be the responsibility of South Cle Elum and shall 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.
- 9.4 The Parties agree that each municipality may have received or may apply for grant funding for additional police services and/or equipment. If South Cle Elum 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 South Cle Elum.

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
Mayor Jay McGowan

Dated: 6/12/18

Attest: Kathi Swanson
Kathi Swanson, City Clerk

Town of South Cle Elum

By: Jim DeVere
Mayor Jim DeVere

Dated: 5/29/18

Attest: Dora Bannister
Dora Bannister, City Clerk
Town