

## **INTERLOCAL AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT AND ANIMAL CONTROL SERVICES**

This Interlocal Agreement for Additional Law Enforcement and Animal Control 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").

### **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 provide additional law enforcement and animal control services to Roslyn; and

**WHEREAS**, it is understood that the police department will be comprised 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 additional law enforcement and animal control services.

**WHEREAS**, in 2007, Kittitas County voters approved Proposition No. 2, which provides for an increase in sales and use tax to be used for "additional law enforcement and related criminal justice services and personnel for Kittitas County and the incorporated cities of Kittitas County"; and

**WHEREAS**, Roslyn is currently holding funds collected pursuant to Proposition 2, and wish to use these funds specifically to provide an increase in the level of law enforcement and related criminal justice services (including animal control) provided for under this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and as set forth below, the Parties agree to enhance with Proposition No. 2 funds, the Cle Elum/Roslyn/South Cle Elum Police Department as follows:

**1. PURPOSE AND SCOPE**

- 1.1 The purpose of the Agreement is to add additional law enforcement and related criminal justice services, and add animal control services to Roslyn.
- 1.2 Cle Elum, by and through its Chief of Police, shall be responsible for the administration and management of the additional law enforcement and animal control services to be provided to Roslyn as described in this Agreement.

**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 additional law enforcement animal control 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 meet with 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 are based on the Chief of Police 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, a “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 additional police and animal control service costs shall be as follows:
  - 4.2.1 An annualized total of \$ 24,000.00 as a baseline estimate of providing additional police patrol service to Roslyn for 20 hours per month.
  - 4.2.2 An annualized total of \$18,000.00 as a baseline estimate of providing animal control services as described in Section 6 below to Roslyn for 40 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.

**5. RESPONSIBILITIES OF CLE ELUM – NON-ANIMAL CONTROL**

- 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 as outlined in the Interlocal Agreement for Law Enforcement Services section 5.4.
- 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 CLE ELUM – ANIMAL CONTROL**

- 6.1 Enforce state laws and local City ordinances pertaining to the control of animals and facilities regulated under the Roslyn Municipal Code and investigate alleged complaints and testify and provide expert witnesses in subsequent trials.
- 6.2 Maintain a vehicle to be used for the enforcement of state, county, and local ordinances as they pertain to animals.
- 6.3 Employ regular field staff who shall enforce state laws and local City ordinances prohibiting cruelty to animals and by investigating complaints, impounding domestic animals, securing evidence and preparing written reports of suspected violations, and furnishing, on request, such reports to the appropriate Roslyn officials. Cle Elum shall provide the necessary staff hours toward fulfilling the obligations of this Agreement.
- 6.4 Furnish equipment and supplies used in the performance of Cle Elum's obligations arising from this Agreement.

**7. RESPONSIBILITIES OF ROSLYN**

- 7.1 Starting January 2018, Roslyn shall pay to Cle Elum each month during which this Agreement is effective, the amount of \$ 3,500.00 per month for Additional Law Enforcement and Animal Control. Starting January 2019, this amount shall be adjusted according to the provisions outlined in section 4.4 above.

- 7.2 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.
- 7.3 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.

## **8. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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:
- 8.5.1 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.
  - 8.5.2 Comprehensive general liability in an amount not less than \$1,000,000.00 per occurrence.
  - 8.5.3 Errors and omissions or public official's liability in an amount not less than \$1,000,000.00 per occurrence.

- 8.6 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.
- 8.7 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 duty under this Agreement. Roslyn's comprehensive general liability policy will be considered excess coverage in respect to Cle Elum.
- 8.8 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.
- 8.9 Within fifteen (15) days of the commencement of this Agreement, Roslyn shall provide evidence of the following insurance coverage and limits at a minimum:
- 8.9.1 Comprehensive general liability in an amount not less than \$1,000,000.00 per occurrence.
- 8.9.2 Errors and omissions or public official's liability in an amount not less than \$1,000,000.00 per occurrence.
- 8.10 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.
- 8.11 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.

## **9. INDEPENDENT CONTRACTOR**

- 9.1 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.
- 9.2 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.

**10. ADDITIONAL AGREEMENTS**

10.1 The Parties agree to all additional agreements as outlined in the Interlocal Agreement for Law Enforcement Services section 9.

**11. SEVERABILITY AND GOVERNING LAW**

11.1 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.

11.2 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

City of Roslyn

By: Brenda  
Roslyn Mayor

Dated: 5/23/2018

Attest: Brandi Taklo  
Roslyn City Clerk