

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Interlocal Agreement for Law Enforcement Services ("Agreement") is entered by and between the Cities of Cle Elum and Roslyn, Second Class Cities in the State of Washington, and the Town of South Cle Elum, a Fourth Class Town in the State of Washington. These incorporated communities shall be subsequently referred to in this Agreement as Cle Elum, Roslyn, and South Cle Elum, 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, South 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 are desirous of merging their resources to fulfill their obligations to their citizens; and

WHEREAS, South Cle Elum is located one (1) mile south of Cle Elum and Roslyn is located two (2) miles west of Cle Elum, and Cle Elum has established and maintains a police department which is capable of extending regular law enforcement services to South Cle Elum and Roslyn; and

WHEREAS, Roslyn has established and maintains a police department and is desirous of merging its officers and equipment with those of Cle Elum to form a larger, enhanced police department which is capable of providing regional police services to the three communities in a more cost efficient manner; and

WHEREAS, Cle Elum, South Cle Elum, and Roslyn are desirous of entering into this Agreement for the purpose of joining together to efficiently provide Cle Elum, South Cle Elum and Roslyn with law enforcement services;

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

1. PURPOSE AND SCOPE

- 1.1 The purpose of the Agreement is to provide South Cle Elum and Roslyn with law enforcement services and protect the health, safety, and welfare of the citizens of these respective communities.

2. DURATION, TERMINATION AND MODIFICATION

- 2.1 This Agreement shall take effect at 12:01 a.m. on July 1, 2000 and shall continue and be in full force and effect through midnight on December 31, 2001, provided that this Agreement shall be renewed on a yearly basis thereafter unless otherwise modified or terminated, as provided for by this Agreement.
- 2.2 Any Party may terminate their participation in this Agreement upon 120 days written notice to the other Parties of their intent to terminate this Agreement. Any Party that terminates this Agreement shall be responsible for reimbursement to the remaining Party for the cost incurred in changing badges, vehicle markings, shoulder patches, and related identification items, with a maximum reimbursement cost limit of \$1,500. In the event that one Party acts to terminate their involvement in this Agreement, the Agreement will continue in full force and effect for the remaining Parties.
- 2.3 Substantive revisions to this agreement may be made annually, in conjunction with the cost review process outlined in Section 4.6. All changes to this Agreement will be pursuant to good faith negotiations of the three 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 all 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 and Roslyn as described in this Agreement.
- 3.2 The respective Mayors of Cle Elum, South Cle Elum, and Roslyn or their designee(s) shall constitute the Police Oversight Committee. This Committee shall meet regularly with the Chief of Police and provide direct feedback on issues and concerns related to law enforcement and public safety in the respective communities. The Oversight Committee is responsible for establishing law enforcement goals and objectives for the Police Department, and will address issues which may arise regarding this agreement. The activities of the Police Oversight Committee shall be subject to the limitations and considerations reflected in Section 9.1 below.
- 3.3 The Chief of Police or his or her designated representative from the Cle Elum Police Department shall meet with the Cle Elum, South Cle Elum, and Roslyn City Councils at least once each month at a regular City Council meeting to report

on the activities of the Police Department and identify any law enforcement issues or concerns during these reports.

- 3.4 For purposes of this Agreement, incidents shall include all responses to dispatched calls, and shall also include all contacts with subjects which result in the issuance of written citations, warnings, or arrests. Incident response time shall also include office time devoted to related follow up paperwork, transport to jail, and court appearances.
- 3.5 For purposes of this Agreement, patrol shall include such activities as patrol, traffic enforcement (excluding the time spent actually writing citations), and involvement in proactive community programs.
- 3.6 For purposes of this Agreement, a major event shall refer to a law enforcement incident response which involves more than 30% of the annual budgeted incident response hours for a given Party.

4. BASIS FOR DETERMINING AND ASSIGNING COSTS

- 4.1 For the purposes of this Agreement, the value of a commissioned officer shall be initially established at \$42/hour. This rate shall be adjusted upward on the first day of each calendar year in amount equal to the cost of living rate increase reflected in the applicable police union contract.
- 4.2 South Cle Elum and Roslyn shall receive 24 hour per 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 and the Oversight Committee.
- 4.3 For the initial year of this agreement, South Cle Elum's share of regionalized police cost shall be an annualized total of \$27,090. This figure is based on an estimate of the value of service required, at the rate of \$42 per hour.
- 4.4 For the initial year of this agreement, Roslyn's share of regionalized police service cost shall be an annualized total of \$108,360. This figure is based on an estimate of the value of service required, at the rate of \$42 per hour.
- 4.5 Cle Elum's annual financial participation shall involve fully funding all costs of Cle Elum/Roslyn/South Cle Elum Police Department which are not covered by Roslyn and South Cle Elum. In the initial year of this agreement, Cle Elum's costs are budgeted to be \$544,832, to cover the costs of a Police Chief, 7.5 commissioned officers, and 1.5 administrative support employees.
- 4.6 For calendar years 2001 and subsequent years, a review of actual costs incurred for both incident response and patrol services shall be prepared by the Chief of

Police and presented to the Oversight Committee for the 12 month period ending on September 30. This report shall serve as the basis for cost rate increases for the following year payment obligations for South Cle Elum and Roslyn. Costs will be adjusted upward or downward, based on the actual value of services which were provided during the previous 12 month period.

4.6.1 Cost increases based on this review of services actually received during the previous 12 months will be capped at a rate not to exceed 6%, plus the cost of living increase as provided for in Section 4.1.

4.7 Costs associated with a major incident, as defined in Section 3.6 above, will be billed separately and in addition to the base contract amount, for costs in excess of the first 60 hours of service associated with each such event.

4.8 Roslyn and South Cle Elum shall transmit 20% of all locally retained ticket revenue to Cle Elum. These funds will be deposited into Cle Elum's police car replacement fund.

4.9 Costs associated with providing officers to cover scheduled special events such as community celebrations shall be tracked separately from the basic service costs prescribed in this Agreement.

5. RESPONSIBILITIES OF CLE ELUM

5.1 Cle Elum shall provide 24 hour per day law enforcement response to reported and/or dispatched calls and observed incidents within the geographical boundaries of Cle Elum, South Cle Elum, and Roslyn. Based on records kept for the 1999 calendar year, this Agreement assumes that South Cle Elum will require approximately 165 hours of incident response in 2000, and Roslyn will require approximately 1140 hours of incident response in 2000.

5.2 When determining which hours to patrol, the Cle Elum Chief of Police shall take into consideration any specific requests by the Mayors of South Cle Elum and Roslyn, as well as collective input from the Oversight Committee, for hours for which patrol is desired.

5.3 Cle Elum shall handle the administrative processing of all tickets and citations issued in South Cle Elum and Roslyn.

5.4 Cle Elum shall provide South Cle Elum and Roslyn with a regular monthly report of all hours spent by police department personnel in the respective Cities. 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. This report shall also include narrative comments identifying issues, trends, and concerns.

- 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.
- 5.6 The Mayor of Cle Elum or his/her designee shall actively participate as a member of the Police Oversight Committee.

6 RESPONSIBILITIES OF SOUTH CLE ELUM AND ROSLYN

- 6.1 South Cle Elum shall pay to Cle Elum on the first day of each month during which this Agreement is effective, the amount of TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$2,250), starting August 1, 2000. Starting on January 1, 2001, this amount shall be adjusted by the appropriate union contract cost of living factor as well as by the amount calculated as provided in Sections 4.3, 4.6 and 4.6.1 above.
- 6.2 Roslyn shall pay to Cle Elum on the first day of each month during which this Agreement is effective, the amount of NINE THOUSAND DOLLARS (\$9,000), starting August 1, 2000. Starting on January 1, 2001, this amount shall be adjusted by the appropriate union contract cost of living factor as well as by the amount calculated as provided in Sections 4.4, 4.6, and 4.6.1 above.
- 6.3 South Cle Elum and Roslyn hereby confer municipal police authority on such Cle Elum police officers as might be engaged hereunder in enforcing South Cle Elum or Roslyn criminal and traffic ordinances within the respective South Cle Elum and Roslyn boundaries, for the purpose of carrying out this Agreement.
- 6.4 Cle Elum, South Cle Elum and Roslyn will make every reasonable effort to bring local criminal and traffic ordinances relevant to the scope of this Agreement and into conformity with each other and State law, in order to provide uniformity of regulation and enforcement.
- 6.5 The Mayors of South Cle Elum and Roslyn or their designees shall actively participate as members of the Police Oversight Committee.

7 TRANSITIONAL ISSUES

- 7.1 The Police Oversight Committee shall actively work on a mutually agreeable plan for developing a police department name, uniform design, and vehicle marking scheme which will give the new regionalized police structure an appropriate new image and identity. Costs associated with the implementation of this plan shall be split among the Parties, with Cle Elum providing 50% of the costs, and Roslyn

and South Cle Elum each covering 25% of the costs, with the overall cost capped at \$4000.

7.2 Ownership of Roslyn Police Department equipment, such as vehicles and weapons, shall initially remain with the City of Roslyn. A separate inventory and lease agreement shall be prepared and approved by Cle Elum and Roslyn detailing the terms of this lease. At such time as any such equipment is deemed by the Chief of Police, with the concurrence of the Oversight Committee, to be obsolete or in need of replacement, the salvage or resale value of such equipment shall accrue to Cle Elum, in the event that Roslyn is continuing to participate under the terms of this Agreement. If Roslyn elects to terminate its participation in this Agreement while any such equipment is still on the inventory, Roslyn will retain ownership of all such equipment, and the lease between Cle Elum and Roslyn shall be immediately terminated.

7.2.1 Cle Elum shall provide automobile insurance coverage for all police vehicles leased from Roslyn during the period covered by the lease agreement.

7.3 Six months after the effective date of this Agreement, Roslyn shall transfer to Cle Elum 50% of the balance in Roslyn's Vehicle Replacement Fund, as of the date of signing of this Agreement, to assist in the purchase of new police vehicles.

7.4 The Cle Elum Chief of Police will transfer into the new regionalized department all current Roslyn Police Officers who choose to join the new department, provided that they meet entry requirements as deemed necessary by the Chief of Police, including such requirements as polygraph, psychological examination and background investigation. These Roslyn officers will receive full credit for time served with the City of Roslyn in determining the appropriate level of seniority and compensation in the new department. Roslyn officers choosing to make the transition will be required to join the union on the same basis as existing Cle Elum officers.

7.4.1 Roslyn shall pay to Cle Elum the value of any accumulated vacation leave for all current Roslyn Police Officers who transfer into the new department. Cle Elum shall credit all vacation and sick leave to the leave accounts of transferring officers, on the effective date of this Agreement.

8 INDEMNIFICATION AND INSURANCE REQUIREMENTS

8.1 Cle Elum shall defend, indemnify and hold South Cle Elum and Roslyn, their 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 contract, except for injuries or damages caused by the sole negligence of South Cle Elum and Roslyn.

- 8.2 In the event that a claim or suit is brought against Cle Elum, South Cle Elum, and/or Roslyn, the basis of which is the enforcement of an unconstitutional or unlawful ordinance of South Cle Elum or Roslyn, the municipality responsible for passing such ordinance 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 All 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 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 per occurrence with a \$2,000,000 aggregate.
- 8.5.2 Comprehensive general liability in an amount not less than \$1,000,000 per occurrence.
- 8.5.3 Errors and omissions or public officials liability in an amount not less than \$1,000,000 per occurrence.
- 8.6 The municipalities of South Cle Elum and Roslyn shall be named as additional insureds on Cle Elum's commercial general liability policy. This additional insureds 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 and South Cle Elum's comprehensive general liability policies will be considered excess coverage in respect to Cle Elum, except for incidents noted in Section 8.5.2 above.
- 8.8 Cle Elum shall request from its insurer that written notification will be given to South Cle Elum and 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, South Cle Elum and 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 per occurrence.

8.9.2 Errors and omissions or public officials liability in an amount not less than \$1,000,000 per occurrence.

8.10 Cle Elum shall be named as an additional insured on South Cle Elum and 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 South Cle Elum and Roslyn shall request from their insurers that written notification will be given to Cle Elum for any cancellation in South Cle Elum or 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 the Chief of Police and all police department employees, including hiring, firing, discipline, evaluation, and establishment of standards of performance thereof.

9.2 All Cle Elum personnel 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 and Roslyn.

10 ADDITIONAL AGREEMENTS

10.1 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.

10.2 The Parties agree that jail, 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.

10.3 The Parties agree that each will be responsible for providing for their own animal control services outside the scope of this Agreement, except for incident response to reports of human injury or death.

10.4 The Parties will each continue to execute standard form law enforcement mutual aide agreements with Kittitas County in the form approved by Cle Elum.

10.5 Costs for dispatch services for law enforcement calls through Kittcom shall be covered for all Parties through the basic cost provisions of this Agreement.

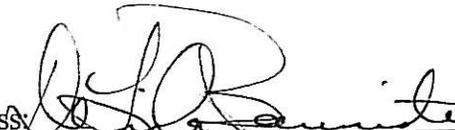
11. SEVERABILITY AND GOVERNING LAW

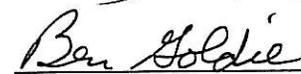
11.1 In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and invalidated to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of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

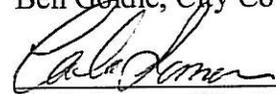
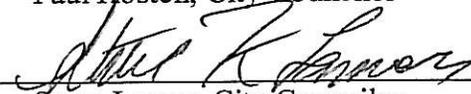
11.2 This Agreement shall be governed by the laws of the State of Washington and venue for any action arising from this Agreement shall be in Kittitas County Superior Court.

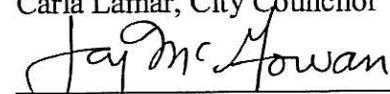
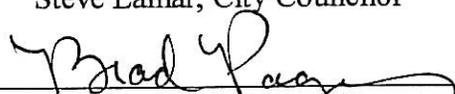
Dated: 6/27/00 City of Cle Elum

By: 
Mayor Gary Berndt

Witness:  
Delilah Bannister, City Clerk Loyd Garrett, City Councilor

 
Ben Goldie, City Councilor Paul Kostell, City Councilor

 
Carla Lamar, City Councilor Steve Lamar, City Councilor

 
Jay McGowan, City Councilor Brad Page, City Councilor

Dated: 7/18/00 Town of South Cle Elum

By: [Signature]
Mayor James L. De Vere

Witness: [Signature] Sarah M. Nelson, Town Clerk-Treasurer
[Signature] ~~Jim~~ Cooke, Town Councilor
[Signature] John Glondo, Town Councilor
[Signature] Sherri Murray, Town Councilor
[Signature] Gary Parson, Town Councilor
[Signature] Ida Knutson, Town Councilor

Dated: 6-27-2000 City of Roslyn

By: [Signature]
Mayor David Gerth

Witness: [Signature] Maria Fisher, City Clerk
[Signature] Laurence Berner, City Councilor
[Signature] Joseph Carter, City Councilor
[Signature] Jeri Francisco-Porter, City Councilor
[Signature] Cindy Gregory, City Councilor
[Signature] Don Osmonovich, City Councilor
[Signature] David Porter, City Councilor
[Signature] Jane Stiger, City Councilor