

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
FOR THE CITY OF STEVENSON**

THIS CONTRACT, made and entered into this ____ day of _____, 2017, by and between the **COUNTY OF SKAMANIA**, a legal subdivision of the State of Washington, hereinafter referred to as "County," and the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, hereinafter referred to as "City,"

WITNESSETH:

WHEREAS, The City desires to contract with the County and its Sheriff, for the Sheriff to provide certain law enforcement services within the City's corporate limits; and

WHEREAS, The County, by and through its Sheriff, wishes to perform law enforcement services for the City as set forth below; and

WHEREAS, such contracts are authorized by the provisions of RCW 39.34.010 et seq.;

NOW, THEREFORE, it is agreed as follows:

1.0 Agreement to Provide Services

The County, by and through its Sheriff, agrees to provide certain law enforcement services for the City, within the City's corporate limits. "Law enforcement services" shall mean response to emergency calls for service, investigation/enforcement of violations of state statutes and certain city code violations, random patrols, regulation of traffic control within City limits, animal control services and shall include the quality of service customarily rendered by the Skamania County Sheriff's Office.

2.0 Payment

.1 Basic Fee. As consideration for these services, the City shall pay the County the amounts listed below for each calendar year:

.1.1 \$163,360 for calendar year 2018, paid in 12 equal installments of \$13,613.33 per month.

.1.2 An amount to be determined for calendar year 2019 equal to the 2018 scheduled amount increased by the Portland-Salem CPI-U for the 2017 calendar year (the "annual average" of the 1st half and 2nd half semi-annual averages as reported by the US Department of Labor BLS).

.1.3 An amount to be determined for calendar year 2020 equal to the 2019 scheduled amount increased by the Portland-Salem CPI-U for the 2018 calendar year (the "annual average" of the 1st half and 2nd half semi-annual averages as reported by the US Department of Labor BLS).

- .1.4 In addition to the annual payments described above, the City agrees to reimburse the County up to \$3,100.00 for the purchase of two dual-head radar units to be used by the Sheriff's Office for traffic enforcement activities.

Checks shall be made payable to the Skamania County Treasurer and be issued at the regularly scheduled Council meeting for the month in which the service is provided.

- .2 Criminal Justice Money. By state statute the City receives Criminal Justice transfers from the State's General Fund allocated for innovative law enforcement programs, domestic violence prevention programs, child abuse prevention programs and for cities that contract for law enforcement services. Therefore, as further consideration of the services provided by the Sheriff, the City agrees to pay to the county all funding it receives through the Criminal Justice Programs (understanding these moneys are distributed at the discretion of the State of Washington). The City further agrees to take reasonable and good faith steps to obtain and secure funding for the various Criminal Justice program areas.

3.0 Term

The duration of this agreement shall be for three (3) years beginning on January 1, 2018 and ending on December 31, 2020. Upon the mutual written consent of both parties, this agreement may be terminated at any time, or by either party for any reason upon ninety (90) days' written notice. Both parties agree that in October of 2020 the contract will be open for discussion in order to address potential changes affected through collective bargaining that may impact the agreed upon fee.

4.0 Customary Services

- .1 Scope of Services. Unless otherwise specified, services provided by the County shall include investigation and enforcement of statutes of the State of Washington, random patrols and certain ordinances of the City.
- .2 Control. The Sheriff shall have exclusive control of the Sheriff's enforcement operations in performing this contract, but the parties do agree to consult with one another, from time to time, to discuss law enforcement services.
- .3 Continuous Service. Law enforcement services will be available to the City on a twenty-four (24) hour per day, seven (7) days per week basis; Provided that allocations of manpower and equipment for this purpose will be at the reasonable discretion of the Sheriff.
- .4 Animal Control. The County agrees to provide certain animal control services for the City within the County's corporate limits. "Animal Control Services" shall mean response to complaints and/or information received regarding violations of Stevenson Municipal Code Title 6, as it now exists or is hereafter amended.

Animal control Services shall be limited to domesticated animals which shall include dogs, live stock and poultry, excluding cats.

5.0 Indemnification

- .1 County Indemnification. The County acknowledges that, pursuant to the terms of this contract, the County is totally responsible for the acts and omissions of its officers, officials and employees, and is responsible as an independent contractor for the safety of all persons and property in performing pursuant to this contract. The County assumes the risk of all damages, loss, costs, penalties and expense and agrees to indemnify, defend and hold harmless the City, its officers, officials and employees, from and against any and all liability which may accrue to or be sustained by the City, or its officers, officials and employees, on account of any claim, suit or legal action made or brought against the City for the death or injury to persons (including County's employees) or damage to property involving the County, arising out of any act or omission of the County or any County employee in the performance of services performed hereunder. This indemnification extends to the officials, officers and employees of the City and also includes attorney's fees and the cost of establishing the right to indemnification herein in favor of the City. This indemnification does not extend to injuries or damages caused by the sole negligence of the City.
- .2 City Indemnification. The City acknowledges that pursuant to the terms of this contract, the City is totally responsible for the acts or omissions of its own officials, officers and employees. The City assumes the risk of all damages, loss, costs and penalties, and agrees to indemnify, defend and hold harmless the County, its officers, officials and employees from and against any and all liability which may accrue to or be sustained by the County on account of any claim, suit or legal action made or brought against the County or its officers, officials and employees, for the death or injury to persons (including City's employees) or damage to property involving the City, arising out of any act or omission of the City or any City employee in the performance of law enforcement services. This indemnification extends to the officials, officers and employees of the County and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the County. This indemnification does not extend to injuries or damages caused by the sole negligence of the County.

6.0 Authority.

The parties agree that for all intents and purposes, the Skamania County Sheriff is also the Chief of Police for the City, and with respect to law enforcement, is bound to the interlocal agreements signed by the City. While performing services under this contract, the Sheriff's Office personnel shall have all authority granted to a police department of a non-charter code city under the laws of the State of Washington.

7.0 Materials.

All material needed to perform this contract and the expense of performing it, shall be provided or paid by the County. Such material includes, but is not limited to, vehicles, weapons, communication facilities and such other supplies needed by a law enforcement agency to carry out its normal functions.

8.0 City to Cooperate.

The City agrees to cooperate fully with the County in the performance of this contract and to furnish the County with any information available to the City that the County may require in the course of the performance of this contract.

9.0 Prosecution.

All citations or complaints for violations of municipal ordinances, including state statutes involving infractions, misdemeanors and gross misdemeanors shall be filed in the Stevenson Municipal Court and shall be prosecuted by the City.

10.0 Insurance.

The County shall provide and maintain police professional liability insurance coverage with limits adequate to cover all foreseeable errors and omissions, and shall provide a copy of said policy to the City for its review and approval.

11.0 Reports.

County will provide City with activity reports on a monthly basis. Such reports shall include the number and types of reported complaints, the type and quantity of arrests made within the City, and any other information relevant to reporting criminal activity within the City.

12.0 Equal Opportunity Employer.

The County covenants that it is an equal opportunity employer.

13.0 Severability.

In the event of invalidity or irresolvable ambiguity of any provision of this contract, the remaining provisions shall nevertheless continue to be valid and enforceable.

14.0 Modifications.

No changes or modifications to this contract shall be valid or binding upon either party unless such changes or modifications be in writing and executed by both parties.

15.0 Attorney Fees.

If any suit or action is filed by any party to enforce or interpret a provision of this contract, or otherwise with respect to the subject matter of this contract, the prevailing party shall be entitled, in addition to other rights and remedies it might have, to reimbursement for its expenses incurred with respect to such suit or action, including court costs and reasonable attorney's fees.

16.0 Extraordinary Services.

The parties recognize that this contract is designed to allow the City to use the Skamania County Sheriff's Office and its deputies to provide law enforcement services within the city limits. The parties further recognize that law enforcement must respond to a myriad of emergency and non-emergency situations. However, the parties realize that there are certain activities, such as controversial conferences at the Skamania Lodge and other similar activities or events that will require exceptional and extraordinary preparation planning and staffing by the Sheriff's Office to adequately respond to the potential threats to safeguard the City's citizens and property. In recognition of these situations, the parties agree to negotiate in good faith additional payments from the City to the County that will fairly reimburse the County for providing these "extraordinary services". For purposes of this section, "Extraordinary services" shall mean those law enforcement services necessary to plan, prepare and staff law enforcement services to respond to or prepare for events that occur within the City limits. The terms "Extraordinary services" do not mean natural disasters, individual criminal episodes or other similar emergency responses.

17.0 Entire Contract.

This contract is the entire agreement between the parties and supersedes all previous agreements or understandings between them. This contract may be modified only in writing, provided both parties have signed the amended document.

18.0 Choice of Venue.

This contract shall be governed by and construed under the laws of the State of Washington, and any action brought to enforce the terms of this contract shall be brought in a court of competent jurisdiction located in Skamania County.

19.0 Interlocal Agreement Representations

This is an interlocal agreement pursuant to RCW Ch 39.34 and the parties make the following representations:

- a. Duration. This AGREEMENT shall terminate on December 31, 2020 or sooner as provided in paragraph 3.0, above.
- b. Organization. No new entity will be created to administer this agreement.

- c. Purpose. The purpose is to enable the City of Stevenson to contract with Skamania County for law enforcement services.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of their general funds budgets.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in paragraph 3.0, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The City of Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

IN WITNESS WHEREOF, the **COUNTY** has caused this Contract to be duly executed on its behalf, and thereafter the **CITY** has caused the same to be duly executed on its behalf.

CITY OF STEVENSON,
A Municipal Corporation,

COUNTY OF SKAMANIA,
Board of Commissioners

By: _____
Mayor

By: _____
Chairman

Attest:

By: _____
City Clerk

Commissioner

Commissioner

Approved as to form only:

Attest:

Adam Kick, Skamania County
Prosecuting Attorney

Clerk of the Board

Kenneth B Woodrich, PC
City Attorney,
City of Stevenson

Approved:

David S. Brown, Sheriff
Skamania County, WA