

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Interlocal Agreement for Law Enforcement Services ("Agreement") is entered into by and between Kittitas County, a county 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 Kittitas County 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, Kittitas County through the Kittitas County Sheriff's Office 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 entirely within the boundaries of Kittitas County, and the Office of the Kittitas County Sheriff is able to provide regular law enforcement services to South Cle Elum; and

WHEREAS, Kittitas County and South Cle Elum wish to enter into a joint Agreement to efficiently provide South Cle Elum with law enforcement service;

NOW, THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree as follows:

1. PURPOSE AND SCOPE

1.1 The purpose of the Agreement is to provide 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 January 1, 2025, and shall continue through midnight on December 31, 2025. 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. This agreement will be filed or posted as required by RCW 39.34.040.

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.

2.3 This Agreement shall be reviewed prior to the end of each year. Thereafter, revisions to this Agreement may be made annually upon the written agreement of the Parties. Either Party may initiate changes to this agreement. All changes

to this Agreement will be developed through good faith negotiations between the Parties. All changes to this agreement shall be reduced to written amendment 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 The Kittitas County Sheriff's Office 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 Sheriff or his or her designated representative from the Sheriff's Office shall from time to time attend the South Cle Elum Town Council meeting to report on the activities of the Sheriff's Office and identify any law enforcement issues. The frequency of these reports will be based on the Sheriff'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 citations, written warnings, or arrests. Time spent on incidents shall also include office time devoted to related follow-up paperwork, transport to jail, court appearances and other tasks needed to successfully prosecute and otherwise process the incident.
- 3.4 For purposes of this Agreement, "patrol" shall include such activities as vehicular or foot patrol; stationary observation; traffic enforcement, and involvement in proactive community policing programs such as vacation checks of homes, agency referrals, checking security of businesses, and personal contacts with residents.
- 3.5 For purposes of this Agreement, "major event" shall refer to a law enforcement incident response, the cost of which involves more than 20% of the annual budgeted service level for a given Party.
- 3.6 For purposes of this Agreement, "administration and overhead" shall include supplies, services and Kittcom (dispatch services) fees.
- 3.7 The Sheriff or his designee shall meet with South Cle Elum officials as needed and at least annually to discuss performance under this Agreement. The Sheriff or his designee will provide summaries of activity and budget updates at these meetings. South Cle Elum shall have an opportunity to comment on its satisfaction with the service delivered and to request adjustments or modifications.

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 routine patrol and community policing services to the extent deemed appropriate by the Sheriff.
- 4.2 By the Agreement adopted by the Parties October 17, 2023, the annualized base rate for providing law enforcement services to South Cle Elum was established at \$64,896.
- 4.3 Also, by the Agreement adopted by the Parties October 17, 2023, for the calendar year 2024 and subsequent years, the annualized rate (previous base rate) for South Cle Elum may be adjusted upward on the first day of each calendar year based on increased agency costs such as cost of living, administration costs and overhead costs including pay rates. 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.
- 4.4 For the calendar year 2025, Kittitas County wishes to exercise its right to increase the annualized rate by 5%, to \$68,140.80.
- 4.5 In any major event as defined in Section 3.5 above, associated costs in excess of the defining threshold (20% of the prorated annual base rate of services) will be billed separately at the annually adopted Cost per Deputy rate. The current rate as established by Resolution 2024-122 is \$134.00 per deputy hour for law enforcement service, beyond and in addition to the base contract amount. This hourly rate is subject to increase at each Agreement renewal, as the cost of a deputy is recalculated annually.
- 4.6 Costs associated with providing deputies to cover scheduled special events such as community celebrations shall be tracked separately. If the special event requires more than 10 deputy hours, then South Cle Elum shall be billed at the same Cost per Deputy rate described in 4.4 above, in addition to the base contract amount.

5. RESPONSIBILITIES OF KITTITAS COUNTY

- 5.1 The Kittitas County Sheriff's Office (KCSO) 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 The Sheriff or designee will determine which hours to patrol and shall take into consideration any specific requests by the Mayor of South Cle Elum.
- 5.3 Kittitas County, through the Kittitas County Sheriff, shall handle the administrative processing of all tickets and citations issued in South Cle Elum.
- 5.4 The Sheriff's Office shall provide South Cle Elum with a regular quarterly report of incidents responded to within South Cle Elum's boundaries.

- 5.5 The Sheriff's Office shall provide call response services and criminal investigation services in the same manner and with the same equipment as customarily rendered by the Sheriff's Office within the rest of Kittitas County.
- 5.6 The Sheriff's Office will enforce the laws of the state of Washington within the boundaries of South Cle Elum. The Sheriff's Office will enforce violations of South Cle Elum municipal codes where those municipal codes are substantially identical to Kittitas County codes and/or the Revised Code of Washington.
- 5.7 The Sheriff's Office may, but is not required to, respond to and/or enforce violations of South Cle Elum municipal codes that are substantially different from Kittitas County codes and/or the Revised Code of Washington.
- 5.8 Collection and entry of records into the applicable databases shall be performed by the Sheriff's Office in the same manner as it is in unincorporated Kittitas County.
- 5.9 The Sheriff's Office will conduct and do all press releases pertaining to crime investigations and other enforcement activities conducted by the Sheriff's Office. South Cle Elum shall not issue any media releases regarding criminal investigations conducted pursuant to this Agreement without prior approval of the Sheriff or his or her designee.
- 5.10 The Mayor or the Mayor's designee will be promptly notified, consistent with the other duties of the Sheriff, in the event of a significant criminal occurrence or other major event within South Cle Elum. Such notice may be delayed as necessary to protect public safety or the integrity of enforcement activities.

6. RESPONSIBILITIES OF SOUTH CLE ELUM

- 6.1 Starting January 1, 2025, South Cle Elum shall pay to Kittitas County for each full month during which this Agreement is effective, the amount of \$5678.40. In subsequent years, the amount of the regular monthly payment shall be adjusted according to the provisions outlined in section 4.3 above. All payments shall be delivered to the Kittitas County Sheriff's Office in a manner prescribed by the Auditor not later than the 10th day of each month.
- 6.2 South Cle Elum hereby confers municipal police authority on such Kittitas County Sheriff's deputies as might be engaged hereunder in enforcing the laws of the state of Washington and ordinances of the Town of South Cle Elum within South Cle Elum boundaries and for carrying out this Agreement.
- 6.3 If South Cle Elum has or enacts a municipal code provision pertaining to animal control that is substantially identical to either the Revised Code of Washington or Kittitas County Code and that leads or requires the Sheriff's Office to impound animals, South Cle Elum shall be responsible to supply or contract for access to appropriate impound. Such contract for animal impound and care shall be in effect prior to Sheriff's personnel engaging in enforcement of such a code provision. South Cle Elum shall be solely responsible for the

costs of supplying or contracting for such facilities and for all expenses related to the care of impounded animals.

7. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- 7.1 Kittitas County 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, including but not limited to any item listed in Section 7.2.
- 7.2 If a claim or suit is brought against Kittitas County or South Cle Elum, the basis of which is the enforcement of an allegedly unconstitutional or unlawful ordinance of South Cle Elum, South Cle Elum shall defend, indemnify, and hold Kittitas County, 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. In executing this Agreement, the County does not assume liability or responsibility for or in any way release South Cle Elum from any liability or responsibility that arises in whole or in part from the existence or effect of South Cle Elum ordinances, rules, or regulations. In any cause, claim, suit, action or administrative proceeding in which the enforceability and/or validity of any such South Cle Elum ordinance, rule or regulation is at issue, South Cle Elum shall defend on that issue at its sole expense, and if judgment is entered or damages are awarded against South Cle Elum, the County, or both, on that issue, South Cle Elum shall satisfy the same, including all chargeable costs and attorney's fees, attributable to the existences or effect of a South Cle Elum ordinance, rule or regulation. In any such cause, claim, suit, or action, each party shall otherwise remain responsible for its own acts or omissions, as well as those of its elected and appointed officials, officers, employees and agents,
- 7.3 It is specifically and expressly understood that the indemnification provided herein constitutes Kittitas County'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, Kittitas County 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 Kittitas County'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 Kittitas County's insurance to be considered primary in the event of a loss, damage, or suit arising out of Kittitas County's performance of a duty under this Agreement. South Cle Elum's comprehensive general liability policy will be considered excess coverage in respect to Kittitas County. Kittitas County will control handling of all claims except for those based on the sole negligence of South Cle Elum or related to Section 7.2, in which case South Cle Elum's insurance shall be primary and Kittitas County's shall be non-contributory.
- 7.8 Kittitas County shall request from its insurer that written notification will be given to South Cle Elum for any cancellation in Kittitas County'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 Kittitas County 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 Kittitas County 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 Kittitas County is acting hereunder as an independent contractor and shall maintain control of all Sheriff's Office employees, including hiring, firing, discipline, evaluation, and establishment of standards of performance thereof.

- 8.2 All Kittitas County Sheriff's Office personnel shall be, for all purposes, employees of the Sheriff's Office, 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 be subject to separate continuing Interlocal Agreements 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 Kittitas County 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.
- 10.3 Any notices provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when delivered personally or when sent by certified or registered mail to the following:

ADOPTED this 19th day of November 2024.

KITTITAS COUNTY SHERIFF

Clay myer

**BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON**

[Signature]

Brett Wachsmith, Chair

[Signature]

Laura Osiadacz, Vice-Chair

[Signature]

Cory Wright, Commissioner



ATTEST:

[Signature]

APPROVED AS TO FORM:

[Signature] #22827

Douglas R. Mitchell, Deputy Prosecuting Attorney

☒ Clerk of the Board - Julie Kjorsvik ☐ Deputy Clerk of the Board - Mandy Buchholz

TOWN OF SOUTH CLEELUM

[Signature]

Mayor