AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES

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This is an agreement made between the Town of Coulee Dam, ("the Town"), a municipal corporation of the State of Washington, and the City of Electric City, ("the City"), a municipal corporation of the State of Washington, collectively referred to as "the parties".

Whereas, the City and Town are in close proximity to each other and the Town provides a Police Department that is capable of extending law enforcement service into the geographical area under the jurisdiction of the City; and

Whereas, the City has the power, authority, and responsibility to provide police protection for its citizens within its boundaries and is desirous of obtaining law enforcement service from the Town to fulfill its obligation to its citizens; and

Whereas, the City and Town are desirous of entering into an agreement for the purpose of utilizing the Town's law enforcement capabilities and thereby efficiently providing the City with law enforcement services; and

Whereas, The City and Town recognize that agreements such as are herein set forth are specifically authorized under the Interlocal Cooperation Act, more fully set forth in Chapter 39.34 of the Revised Code of Washington;

Now, therefore, in consideration of the promises and agreements set forth below, the parties hereto agree as follows:

1. The Town of Coulee Dam promises to:

   A. Provide forty hours per week coverage for traffic control, and routine police patrol, and criminal investigation within the geographic boundaries of the City. This shall include, but not be limited to, foot, vehicular patrols, community policing services such as vacation checks of homes, courtesy safety inspections, agency referrals, attendance at school events, checking security of businesses, and personal contacts as are customary in a small town. Routine patrols shall include enforcement of Electric City municipal code provisions which permit issuance of a civil notice of infraction, such as routine animal control (e.g., at large, barking dogs), noise violations, and other municipal code civil infractions.

   B. Provide 24-7 response to all 911 emergency calls. During the scheduled "in city" patrol time the response time shall not exceed five minutes from the time dispatched.

   C. Furnish personnel, police vehicles, and any and all other things reasonably necessary to accomplish the level of law enforcement service hereinbefore described, including but not limited to, vehicle fuel and maintenance, Coulee Dam's costs associated with MACC service, uniforms/equipment, training, evidence processing, subpoena control, accounting and payroll, labor and media relations, radio maintenance, internal investigations, contract and grant administration, and record keeping, including records data entry into the Spillman system and operation of the Spillman system and all costs associated therewith.

D. Additional emphasis patrols for up to six major events, including the Coulee Playland Jamboree, Triple Fish, and Jack n Jill, fishing events, and Colorama Rodeo, and Run the Dam.

E. Park patrols.

F. 24-hour/day coverage from all other Coulee Dam patrols when the dedicated officer is not in service or is in service but is away from Electric City on other business, a mutually agreed upon replacement will take the place of the dedicated officer.

G. 24-hour/day access to Coulee Dam's Police Chief for contact regarding law enforcement issues of Electric City.

H. Conduct at least two town hall public meetings annually in Electric City for the purpose of receiving public input regarding law enforcement.

I. Provide monthly detailed reports to Electric City Mayor and attend and report to the Electric City City Council meetings regarding police activity in Electric City.

J. Patrol hours shall be defined as those hours during which an officer is actively on patrol within Electric City corporate limits and shall specifically exclude time during which the officer is responding to or assisting with a call in the unincorporated County or another jurisdiction, travel time, court time, and transport time. Patrol services shall constitute the first response for the enforcement of state law and selected Electric City civil ordinances. Patrol services shall include reactive patrol to respond to calls for service from residences and businesses, proactive patrol to prevent and deter criminal activity and traffic patrol to enforce applicable state traffic codes. The officer assigned to Electric City in accordance with this Agreement will provide patrol services during his/her scheduled work shifts.

K. Coulee Dam shall be responsible for the rendition of law enforcement standards, standards of performance, supervision, training, and discipline of officers, and other matters incident to the performance and control of Coulee Dam's personnel regarding provision of services. All officers providing service to Electric City shall be fully equipped, trained, certified, and commissioned.

2. The City of Electric City promises to:

A. Pay to the Town of Coulee Dam the sum of Two Hundred Seventy-Five

Thousand Dollars ($275,000) per year for the services set forth herein; provided, however, that said amount shall be adjusted annually (on the anniversary date) by the percent increase, if any, in the Consumer Price Index (CPI) using CPI-U, West Region, All Items, 1982-84 equals 100 (January 2022 equals 238.318). Said payments shall be made monthly in equal monthly installments and shall be prorated on a per diem basis for the beginning and ending month, if less than a full month. For any period during which Coulee Dam is unable to provide the full capacity of officers contracted for, Coulee Dam shall either prorate Electric City's payment accordingly to reflect the lost patrol hours or shall augment future patrol hours pursuant to a mutually agree upon schedule until the missing patrol hours have been made up.

PROVIDED: Electric City shall not be liable for compensation or indemnity to any Coulee Dam employee for injury or sickness arising out of his/her employment, or by reasons of the performance of any of the services provided for herein.

B. Confer, and does hereby confer, municipal police authority on all Town officers engaged hereunder for the purposes of carrying out this Agreement.

C. To the extent reasonably possible, shall bring all local ordinances relative to the scope of this Agreement into conformity with state law to better provide uniformity of regulation and enforcement.

D. Will continue to be responsible for its obligations (if any) with Grant County regarding jail, communications, services, prosecution, and all other costs for services provided by Grant County.

E. Notify the Town through the Clerk's Office and the Police Department of any proposed amendment to any existing ordinance that may have an effect on this Agreement.

3. Provision of services/organization. Coulee Dam will provide the services provided for herein through the following organization:

3.1 LIAISON. Liaison will be provided through the Coulee Dam Police Chief ("Chief"). The Chief will handle the day-to-day operational concerns identified by Electric City's Mayor, council, and residents. In addition, the Chief will be available to Electric City during mutually agreed upon days and hours, for activities such as council meetings, appropriate community meetings, and Electric City staff meetings as needed. The Chief will be available as needed contacts and coordination with Electric City's department heads, including fire, public works, and administration.

3.2 CHIEF OF POLICE. The Chief will also serve as Electric City's Chief of Police, coordinating service delivery, attending Council and other public meetings as requested, preparing budget requests through coordination with the Coulee Dam's office budget staff, scheduling employees, maintaining integrity of records and evidence, and generally managing law enforcement activities on behalf of Electric City. The Electric City Mayor shall appoint the Chief as the Police Chief for Electric City.

3.3 ASSIGNED PERSONNEL. A dedicated officer will be assigned to provide the routine patrol services described in section 1 above. The dedicated officer shall be a fully commissioned officer in good standing, who has completed the Basic Law Enforcement Academy and is current on all required trainings and certifications. The schedules for such routine patrols shall be mutually agreed upon between Electric City and Coulee Dam and shall be

established sufficiently in advance so as to comply with any labor agreements and vacation and training schedules. Such schedules shall be flexible in order to address the need for more patrols during peak and high activity seasons, such as the summer park season. The purpose of the dedicated officer rather than rotating officers is to provide a consistent presence in Electric City in order to develop a relationship with the community and its citizens. A mutually agreed upon replacement will take the place of the dedicated officer when that officer is not available.

3.4 REPORTING. The Mayor of Electric City will be promptly notified in the event of any significant criminal occurrence or other major event within Electric City. Coulee Dam shall provide monthly detailed reports on criminal, traffic, and code violation activity within Electric City city limits and on the law enforcement services provided.

3.5 MEDIA RELEASES. News releases concerning a major crime investigation conducted by Coulee Dam pursuant to this Agreement will be prepared by Coulee Dam's public information officer and a copy will be sent to Electric City's Mayor or designee. Any such release of information to the media that is deemed to be sensitive or likely to cause concern or alarm shall be provided to the Electric City Mayor or designee before its release, if possible. Electric City shall not issue any media releases regarding criminal investigations conducted pursuant to this Agreement without prior approval of Coulee Dam.

3.6 PERFORMANCE REVIEW SCHEDULE. The Chief shall meet with Electric City Mayor or designee in March and September of each year or sooner if required, to discuss performance under this Agreement. The Chief shall provide summaries of activity and budget updates at these meetings. Electric City shall have the opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications.

4. Both parties understand and agree:

A. That the Town of Coulee Dam is acting hereunder as an independent contractor.

B. Control of personnel, standards of performance, and all other aspects of performance shall be governed entirely by the Town of Coulee Dam.

C. All persons rendering service hereunder shall be for all purposes employees of the Town, although they may from time-to-time act as commissioned officers of the City.

D. All liabilities for salaries, wages, vehicles, and other equipment hereunder shall be that of the Town.

E. In the event of a dispute between the City and Town regarding the delivery of law enforcement services, the Mayor of Coulee Dam shall have, regarding the disputed issue(s), ultimate oversight authority over the Police Chief regarding the delivery of law enforcement services.

F. The Mayors shall meet when requested by either City or Town Council, and upon no less than one-week notice, to discuss the progress of this Agreement and the effectiveness and efficiency of the Police Department, and the methods and manners by which the Agreement and the services provided by the Town's Police Department maybe improved.

G. All Town Police Department equipment shall be owned by the Town and the City

shall acquire no ownership interest therein.

H. This Agreement shall be in full force and effect from January 1, 2023, through December 31, 2027. Either party may renew this Agreement upon the same terms and conditions for another year upon giving notice in writing of its intention to renew on or before September first of each year, except the consideration under this agreement shall be negotiable, the renewal shall be effective unless the other party notifies the first party in writing on or before October of its refusal to renew. This contract may be terminated early by either party on giving one hundred eighty (180) days advance notice in writing of its intention to do so. Either party may terminate early for cause upon giving thirty (30) days' prior written notice of the alleged default to the other party or the default is not cured within the thirty (30) day notice period. "Cause" shall be defined, for this purpose, as a material failure to perform an obligation under this Agreement by either party. Upon termination, Coulee Dam shall continue to process and complete any "in progress" cases through adjudication and final disposition.

I. In the event of a dispute arising or related to this Agreement, which is not resolved as provided in paragraph 4(F), the parties shall submit the dispute for resolution to a mutually agreeable mediator and shall equally share the mediator's fee. In the event the parties cannot agree on a mediator, or cannot resolve the dispute in mediation, and either party initiates a lawsuit, the prevailing party shall be entitled to court costs and reasonable attorney's fees. Venue shall be in Grant County, Washington.

J. The Mayors shall meet every fall, prior to budget adoptions, to discuss any possible changes to the agreement.

K. This agreement may be amended at any time by the mutual agreement of the parties.

5. Notices. All notices pursuant to this Agreement shall be in writing and shall be transmitted by facsimile, electronic mail, or Untied States Postal Service, postage prepaid. Any such notice is effective upon receipt by the party to whom the notice is directed. Proof of delivery via facsimile shall be sufficient upon showing of a receipt of successful transmission produced by the sending facsimile machine and indicating the telephone number to which the transmission was sent, provided that the receipt indicates the transmission was sent to the phone number of the intended recipient. Proof of delivery via electronic mail shall be sufficient upon showing of a confirmatory receipt by the receiving electronic mail addressee.

Notices shall be sent to the following addresses unless written notice of a change of address has been given pursuant hereto:

To ELECTRIC CITY: Diane Kohout, Mayor
Electric City City Hall
10 Stevens Avenue
PO Box 130

Electric City, WA 99123
Phone: (509) 633-1510

To COULEE DAM: Bob Poch, Mayor
Town of Coulee Dam Town Hall
300 Lincoln Avenue
Coulee Dam, WA 99116
Phone: (509) 633-0320

6. Severability. If any term, provision, covenant, or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

7. Indemnification. To the fullest extent permitted by law, Electric City shall indemnify and hold harmless Coulee Dam, its officers, its commissioners, its agents and its employees from and against any liability, suits, claims, actions, damages, losses, and expenses of whatsoever kind or nature including, but not limited to, attorney's fees and costs arising out of, in connection with, or incident to Electric City's performance of the terms of this Agreement, including specifically claims or suits based in whole or in part of deficient or inadequate or negligent acts or omissions on the part of Electric City, its employees, and/or its agents and its/their performance under this Agreement. This indemnity shall also cover all losses, claims, expenses, attorney's fees, liabilities, and judgments including those for personal injury or death or for damages to personal property, irrespective of whether in connection with such act or omission, it is alleged or claimed that negligence of Coulee Dam or its representatives or third parties caused or contributed thereto. This indemnity provision is not intended to indemnify Coulee Dam from the negligence of Coulee Dam's own employees, officers, or agents.

Electric City shall further indemnify and hold harmless Coulee Dam, its employees, officer, and agents from and against all claims arising from a constitutional challenge to an Electric City ordinance.

To the fullest extent permitted by law, Coulee Dam shall indemnify and hold harmless Electric City, its officers, its directors, its agents, and its employees from and against any liability, suits, claims, actions, damages, losses, and expenses of whatsoever kind or nature including, but not limited to, attorney's fees and costs arising out of, in connection with, or incident to Coulee Dam's performance of the terms of this Agreement, including specifically claims or suits based in whole or in part of deficient or inadequate or negligent acts or omissions on the part of Coulee Dam, its employees, and/or its agents and its/their performance of the work specified by this Agreement. This indemnity shall also cover all losses, claims, expenses, attorney's fees, liabilities, and judgments including those for personal injury or death or for damages to personal property, irrespective of whether in connection with such act or omission, it is alleged or claimed that negligence of Electric City or its representatives or third parties caused or contributed thereto. This indemnity provision is not intended to indemnify Electric City from the negligence of Electric City's own employees, officers, or agents.

PROVIDED: Neither this Agreement or any content herein shall create an employer-employee or principal-agent relationship, and/or partnership or joint venture between Coulee Dam and Electric City.

Electric City shall not be liable for compensation or indemnity of any Coulee Dam employee for injury or sickness arising out of his/her employment, or by reasons of the performance of any of the services provided for herein. Coulee Dam indemnifies Electric City against any loss or expense by reason of injury or sickness compensation or indemnity arising out of employment of any Coulee Dam personnel serving Electric City hereunder.

Each party hereby waives its immunity under the Washington Industrial Insurance Act solely for the purpose of indemnifying the other party for claims made by employees of the indemnifying party. This provision is intended solely to augment the indemnity provisions herein and shall not accrue to the benefit of any third person. It shall not be construed in any manner to waive either party's immunity against a claim by an employee against an employer.

8. Administration of Agreement. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the Town of Coulee Dam Police Department and the Office of the Mayor, Electric City, Washington. Issues and/or disputes related to implementation of this Agreement shall be referred to each respective governing authority for resolution.

   PROVIDED: either party shall be entitled to seek legal remedies including, but not limited to, such remedies as set forth in Chapter 39.34 RCW.

9. Insurance. For the duration of this Agreement, each party shall maintain its own insurance, insuring damage to its own real and personal property and equipment.

10. Assignment. Neither party to this Agreement shall be permitted to assign its rights or obligations herein without the advance and express written consent of the other party.

11. Applicable Law - Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Washington. In the event of any suit or action or other legal proceeding to enforce this Agreement, venue shall be a court of competent jurisdiction in Grant County, Washington.

12. Authority. Each of the undersigned hereby represents and warrants to the other party that they have the authority to execute and carry out the terms of this Agreement.

13. No Waiver. No failure of Coulee Dam or Electric City to insist on the strictest performance of any term of this Agreement shall constitute a waiver of any such term.

14. Status. The status of Coulee Dam concerning this Agreement is that of an independent contractor. Specifically, no new or separate legal or administrative entity is created by this Agreement.

15. Entire Agreement. This Agreement constitutes the complete agreement among the parties hereto with respect to the subject matter herein and

APPROVED by the Town of Coulee Dam Town Council on the 16 day of November, 2022.

Bob Poch, Mayor

Attest:

Stefani Bowden, Town Clerk

Approved as to Form:

Michael Howe, Town Attorney

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Bob Poch, Mayor

Attest:

Stefani Bowden, Town Clerk

Approved as to Form:

Michael Howe, Town Attorney

supersedes all prior agreements, contracts, and understandings, written and oral. 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, mutually agreed upon and signed by both parties, and affixed to this original agreement.

As evidence of both parties, through their authorized agents, having read and understood the above and foregoing, and their intent to be bound hereby, the authorized agents of the Town and the City sign below this 1st day of December, 2022.

APPROVED by the City of Electric City City Council on the 22nd day of November, 2022.

Diane Kohout

Diane Kohout, Mayor

Attest:

Peggy Nevsimal

Peggy Nevsimal, City Clerk

Approved as to Form:

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Katherine Kenison, City Attorney