SUBJECT

RE: Contract with Mattawa

From Lorna Pearce <clerkgc@gccitywa.org>

To **Police** Chief <policechief@cityofml.com>

SHOW MORE

ATTACHMENTS

image003.jpg (5KB) **image004.png (353B)**

BODY **(SHOW BLOCKED CONTENT)**

Chief Sands,

Thank you very much!

Stay safe out there!

Lorna Pearce
Clerk Treasurer
City of Grand Coulee
(509)633-1150

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). *Unauthorized interception, review, use or disclosure is prohibited under RCW 42.56.240(1)* and may violate laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication

From: Police Chief <policechief@cityofml.com>
Sent: Wednesday, October 2, 2024 4:28 PM
To: Lorna Pearce <clerkgc@gccitywa.org>
Subject: RE: Contract with Mattawa

CAUTION: External Email

Ms. Pearce,

We are not currently contracted with Mattawa. We did so back in 2021 or 2022 and had Captain Williams detailed as their interim.

Below is a link to the contract.

Link is temporary and can be shared with anyone in or outside COML. Mattawa Interim Chief 2021 Apr to July.pdf

Please let me know if you need anything else.

Dave Sands
MLPD

From: Lorna Pearce <clerkgc@gccitywa.org>
Sent: Tuesday, October 01, 2024 3:16 PM
To: Police Chief <policechief@cityofml.com>
Subject: Contract with Mattawa

Chief Sands, I have been told that you are contracting with Mattawa to serve as their **Police** Chief, if this is the case would it be possible to get a copy of your agreement with them? The City of Gran
sophospsmartbannerend
Chief Sands,

*I have been told that you are contracting with Mattawa to serve as their **Police** Chief, if this is the case would it be possible to get a copy of your agreement with them? The City of Grand Coulee is considering a similar venture.*

Thank you,

Lorna Pearce
Clerk Treasurer
City of Grand Coulee
(509)633-1150

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SUBJECT

ML Agreement for Chief Services

From Lorna Pearce <clerkgc@gccitywa.org>

To Ruth Dalton <gcmayor@gccitywa.org>

CC Thomas Poplawski <council2@gccitywa.org>, Tim Snead <council4@gccitywa.org>

SHOW MORE

ATTACHMENTS

image001.jpg (5KB) **Matta... July.pdf (536KB)**

BODY **(SHOW BLOCKED CONTENT)**

Hi all,

Attached is the agreement between Moses Lake ***Police*** *and Mattawa for temporary* ***Police*** *Chief services.*

Lorna Pearce
Clerk Treasurer
City of Grand Coulee
(509)633-1150

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INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MOSES LAKE, WA AND THE CITY OF MATTAWA, WA
RELATING TO PROVISION OF INTERIM CHIEF OF POLICE SERVICES

This Agreement is made and entered into this 27th day of April, 2021, by and between the City of Moses Lake, Washington, a non-charter code city, hereinafter referred to as MOSES LAKE, and the City of Mattawa, a non-charter code city, hereinafter referred to as MATTAWA, for the provision of interim chief of police services.

Recitals:

1. Mattawa is currently and temporarily without a chief of police and needs the assistance and service of an interim police chief;

2. Moses Lake has police staff available to provide Mattawa with the services of a temporary, interim chief of police;

3. This Agreement will provide for the immediate needs of Mattawa with adequate compensation to Moses Lake.

NOW THEREFORE, Moses Lake and Mattawa hereby agree as follows:

1. Authority. This Interlocal Cooperation Agreement is executed pursuant to the authority conferred upon the parties on Chapters 10.93 and 39.34, RCW. In all respects, the parties shall be deemed to be acting in their governmental capacities.

2. Interim Police Chief Services. Moses Lake agrees to make its Captain, Mike Williams, available to Mattawa as a temporary, interim police chief.

3. Scope of Services. The Interim Chief services will be provided by Moses Lake through its designee, Captain Mike Williams.

3. Consideration. As consideration for such services, Mattawa agrees to pay Moses Lake at Captain Williams' current hourly rate ($77.79) for all time spent acting as Interim Chief for Mattawa, not to exceed forty (40) hours per week. Mattawa authorizes the use of its command vehicle for purposes of commuting and performing the services pursuant to this Agreement and will be responsible for the operating costs of this vehicle during the term of this Agreement. Captain Williams will continue to wear his Moses Lake uniform and utilize his Moses Lake issued equipment and gear.

4. Term of Agreement. This Agreement shall be effective April 27, 2021, after execution by both governing bodies, and shall continue in full force and effect for a period not to exceed three (3) months or until terminated by either party as provided in Paragraph 16.

5. Property. It is not expected that property shall be acquired or disposed of on behalf of this Agreement. The property owned by Mattawa and used in providing the services under the terms of this Agreement shall remain property of Mattawa and the property owned by Moses Lake and used in providing services under the terms of this Agreement shall remain property of Moses Lake.

6. Details of Services. The Interim Police Chief is an administrative, supervisory, professional position responsible to plan, organize, and manage Mattawa Police Department (MPD) operations including:

- provide guidance and oversight of operational activities
- assist with development and update of operations and training manuals, administrative policy manuals, and similar MPD policies.
- create, supervise, and monitor work schedules and duty calendar for the efficient operations of the MPD and its personnel.
- assist and mentor the sergeant and patrol officers as necessary
- assist with recruitment and selection of new members
- facilitate personnel evaluations
- supervise, evaluate, and monitor training programs for members
- evaluate and supervise the SRO program and officers

These duties will be performed in accordance with Mattawa's chain of command and adopted policies and procedures.

5. Liability. Each City shall be responsible for the wrongful or negligent actions of its employees while performing pursuant to this Agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this agreement is not intended to diminish or expand such liability.

6. Contract Administration. The parties do not by this Agreement create any separate legal or administrative entity. The Mattawa Mayor and the Moses Lake City Manager shall be responsible for administering the terms of this Agreement. The parties do not intend to jointly own any real or personal property as part of this undertaking.

7. No Third Party Beneficiary. The provisions of this Agreement are not intended to create any third0party beneficiary contract rights, and therefore none should be deemed created by the Agreement. The Agreement between the parties is only intended to create rights and/or obligations between the signatory parties.

8. Governing Law. This Agreement is entered into and shall be governed by the laws of the State of Washington. In the event of a dispute, the venue shall lie in Grant County, Washington.

9. Amendment and Waiver. This Agreement may be amended by mutual written agreement of the parties. No waiver by any party of any term or condition of this Agreement shall be deemed or construed waiver of any other term or condition, nor shall a waiver of any breach be deemed

to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

10. Insurance Requirements. Each party to this Agreement shall maintain and procure for the duration of this Agreement insurance against claims for injuries to persons or damages to property or persons. Mattawa shall provide insurance coverage for Captain Williams in the performance of his duties for Mattawa.

11. Waiver of Breach. The failure of either party to this Agreement to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option or right conferred by this Agreement, in any one or more instances shall not be construed to be a waiver or relinquishment of any such option or right of any other covenants or agreements which shall all be and remain in full force and effect.

12. Workers Compensation Industrial Insurance. Both parties agree to provide Workers Compensation Industrial Insurance through Washington Department of Labor and Industries during the times that Captain Williams works for each of them.

13. Notices. Any notice required or desired to be served, given, or delivered hereunder shall be in writing and shall be deemed to have been validly served, given, or delivered upon deposit in the United States mail by registered or certified mail with proper postage prepaid and addressed to the party to be notified. Each party shall include the applicable address below the signature block hereof.

14. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

15. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

16. Termination of Agreement. Upon thirty (30) days prior written notice, either party may terminate this Agreement. If for any reason during the term of this Agreement, Captain Williams does not continue to work in the position of Captain for the City of Moses Lake, this Agreement shall be immediately terminated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the date shown above. The signatories below represent and warrant that they possess the authority to execute this Agreement and bind their respective entities.

CITY OF MOSES LAKE, WA

4/29/21

CITY OF MATTAWA, WA

04.28.2021

City Manager

Mayor

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

City Attorney

KENISONFRANZ

ATTORNEYS AT LAW

KATHERINE L. KENISON, PS ANNA C. FRANZ, PS

April 21, 2021

City Council
City of Mattawa
521 Government Road
Mattawa, WA 99349

City Council
City of Moses Lake
401 S. Balsam St.
PO Box 1579
Moses Lake, WA 98837

Re: Interlocal Agreement for Interim Police Chief

Dear Councilmembers:

We have been requested to draft an interlocal agreement for provision of interim police chief services performed by the City of Moses Lake for the City of Mattawa. Because our firm has represented and continues to represent both cities as general counsel, we are required by the Washington State Bar Association to inform you of and obtain your written consent to our participation as counsel in transactions which present any potential for conflict of interest.

The purpose of this letter is to inform you of the actual and potential consequences of simultaneous representation for this transaction and to explain the circumstances under which we can represent both parties simultaneously if, after full consideration of the consequences, both clients wish us to do so.

Under applicable rules of professional conduct, a law firm owes each of its clients a duty of loyalty, which would normally preclude any attorney within the firm from undertaking a representation adverse to any client of the firm without the affected client's informed consent. Other rules generally prohibit a firm from undertaking any representation involving an actual or potential conflict of interest without the informed consent of all affected parties. Such a situation exists whenever a firm represents two clients simultaneously in a situation in which their interests are actually or potentially adverse. The conflict of interest, and the need for informed consent, exist no matter how cordial the business relationship between the two parties currently is or is anticipated to be, and no matter how non-controversial the transaction is anticipated to be.

OFFICE: 509.754.2493 FAX: 509.754.4022
406 W. BROADWAY AVE., SUITE D, MOSES LAKE, WASHINGTON 98837

We do not recommend simultaneous representation of adverse parties, and have not recommended this simultaneous representation to you. We have recommended, instead, that each party seek separate representation. We also recommend that each city seek the advice of independent counsel of your own choice regarding this written consent. If, however, it is the wish of both clients that we undertake the simultaneous representation of both parties with respect to the transaction, we will undertake to do so under the terms described herein.

It may not be possible for a single law firm to represent both parties to the transaction in the same aggressive manner as would two separate and independent law firms. By giving the consent requested in this letter, you are, in effect, waiving that kind of zealous representation of your individual and conflicting interests with respect to the transaction. It is possible that each or both of you might be advised by independent counsel to demand or offer different or more favorable terms and conditions with respect to the transaction than we can or will demand or offer.

Moreover, regardless of the terms upon which the matters between the two clients are concluded, the fact that one law firm has been involved in the representation of both parties may give rise to a perception on the part of councilmembers, administration, constituents, or other third parties that different terms might have been arrived at had each city had separate representation by an independent law firm.

If a dispute should arise in the future between the two cities concerning the transaction or any other aspect of your dealings with each other, we believe we would have to withdraw, or would be disqualified, from representing either city with regard to that dispute or any other relationship you might then have with each other. You would then each have to retain separate counsel, resulting in additional expense and inconvenience that you might not have incurred had you been separately represented from the outset.

We will be pleased to answer any questions you may have concerning this representation or this requested consent. If you do wish to consent, please sign the enclosed extra copy of this letter and return it to us.

Very truly yours,

LEMARGIE KENISON FRANZ AND WHITAKER

Katherine L. Kenison

KLK/klk

ACKNOWLEDGEMENT AND CONSENT

Despite any potential or actual conflict of interest which may exist now or in the future, we hereby consent to the firm's simultaneous representation of both the City of Moses Lake and the City of Mattawa with respect to the transaction as described above. We further agree that the firm may withdraw its representation of either client or both clients without prejudice should it determine that continued representation might violate applicable rules of professional conduct.

CITY OF MOSES LAKE

4/29/21

By: Allison Williams, City Manager

CITY OF MATTAWA

04.28.2021

By: Maggie Celaya, Mayor

ATTEST

Debbie Burke, City Clerk

ATTEST

Anabel Martinez, City Clerk