ELECTRIC CITY

POLICE CONTRACT

The following is a list of items/services desired by the City of Electric City in pursuing a new police contract beginning 11/03/2026. Our desire would be for the contract to run from 11/03/2026 to 12/31/2028.

ITEM #	ITEM NAME/DESCRIPTION
Item #1	%25 of patrol time spent in Electric City. See EC-GC police contract from 01/01/2020 to 12/31/2022.
Item #2	Attendance at Council Meetings. Additionally, a presentation of a detailed monthly report.
Item #3	Daily Logs provided to Electric City. Electric City will create the log(s) we wish to be used.
Item #4	Provide/conduct traffic control, routine police patrol, criminal investigations, vehicular patrols foot patrols, park patrols, vacation checks of homes, courtesy safety inspections, agency referrals, and security checks of businesses.
Item #5	Enforcement of Electric City Municipal Code to include the issuance of citations and infractions. Additionally, the legal service of any municipal or court related document pertaining to code enforcement.
Item #6	Provide 24-7 response to all 911 emergency calls.
Item #7	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, Grand Coulee'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/365 labs system and operation of the Spillman system/365 labs system and all costs associated therewith.
Item #8	Attendance at miscellaneous Electric City based community events. (Example: Triple Fish, Community BBQ)
Item #9	Conduct one event yearly in which the community can speak/interact with law enforcement. This is for the purpose of receiving public input reference law enforcement.
Item #10	24-hour/day access to Grand Coulee's Police Chief for contact regarding law enforcement issues of Electric City.

CONTRACT TO FURNISH POLICE SERVICES

This Contract is made between the **CITY OF GRAND COULEE** and the **CITY OF ELECTRIC CITY**, both being municipal corporations located in Grant County, State of Washington.

RECITALS:

1. Grand Coulee now has a full-time police department consisting of three or more full time police officers.

2. Electric City is authorized and obligated by the laws of the State of Washington, through the Office of the Police Chief, to provide police protection within the city, but desires to avail itself of such services by contract with Grand Coulee. (Pursuant to RCW 39.34, Interlocal cooperation act).

In consideration of the mutual covenants contained herein, Grand Coulee and Electric City agree as follows:

SECTION 1. - FURNISHING POLICE SERVICES:

The City of Grand Coulee shall furnish police services to the City of Electric City on a 24-hour, 7 days a week response basis. Approximately 25% of the department's time shall be allocated to Electric City for traffic control, routine police patrol including but not limited to: foot, vehicular patrols, community policing services (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, and criminal investigation within the geographic boundaries of the City including the collection and processing of evidence.

All police services furnished by Grand Coulee shall be performed by fully commissioned law enforcement officers.

Incident reports and officer activity sheets shall be delivered to Electric City monthly, so that the Mayor and Council can be apprised of police activity in Electric City.

The Grand Coulee Police Department shall also provide monthly reports and logs no later than the 10th day of the following month. It is strictly understood that these reports and logs will be delivered promptly and without fail within such time period.

An "on duty" officer shall attend a portion of one Electric City Council meeting per month.

SECTION 2. – ADMINISTRATION:

No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the respective Offices of the Mayors of Grand Coulee and Electric City. Issues or disputes related to the implementation of this Agreement shall be referred to each respective governing authority for resolution.

SECTION 3. - INDEPENDENT CONTRACTOR:

The parties expressly agree that the City of Grand Coulee is acting as an independent contractor and all persons rendering services hereunder shall be for all purposes employees of the City of Grand Coulee. Grand Coulee shall furnish uniforms and any other necessary equipment and shall bear the cost of police officer's Social Security Taxes and Unemployment Taxes and any other fringe benefits

SECTION 4. - SUPERVISION OF OFFICERS:

The supervision of the officers will be the responsibility of the Chief of Police of Grand Coulee. The Chief will meet with the Mayor of Electric City to discuss suggestions for patrol and enforcement improvements, consistent with reasonable judgement as determined by the Chief in his/her sole discretion. The Mayor of Electric City shall appoint the Chief of Police as the Police Chief of Electric City.

SECTION 5. - CHARGE FOR SERVICE:

For said service, Electric City agrees to pay to Grand Coulee the sum of One Hundred Forty-Seven Thousand Three Hundred Sixty-Nine Dollars and .60 cents ($147,369.60) for the 2020 contract year, said sum to be prorated and paid on a monthly basis. Each prorated payment is due and payable the last day of each month at Grand Coulee City Hall. Commencing January 1, 2021 the rate shall be amended subject to a 2.0% minimum and a 5% maximum annual increase. The increase shall be based upon the increase in the Consumer Price Index, Pacific Cities and U.S. City Average, Urban Wage Earners and Clerical Workers Index (CPI-W). This index is published by the Department of Labor Statistics and is based upon the total Consumer Price Index change for all items as compared from the July to July statistics for the preceding twelve (12) months. In the event this CPI is no longer produced, then the next most geographically similar urban wage earners and clerical workers (CPI-W) index shall be used.

SECTION 6. - APPLICABLE LAW:

Electric City shall commission and authorize Grand Coulee through appointment of its Chief of Police as Police Chief to enforce and carry into effect all City Laws, Ordinances, Regulations and the like and the Grand Coulee Police Department is hereby authorized and empowered to take all necessary steps to enforce such laws, regulations, and ordinances. The Grand Coulee Police Department and all officers thereof are hereby further authorized to exercise any concurrent jurisdiction and authority they may have pursuant to applicable state or county law.

SECTION 7. - INSURANCE:

Grand Coulee shall obtain general public liability and motor vehicle insurance on comprehensive form of policy and will provide for bodily injury and property damage liability, provided that Electric City shall pay any deductible amounts for damages incurred while serving Electric City.

SECTION 8. - JAIL EXPENSES:

Electric City shall pay its own jail service expenses at the Grant county jail, or any other place of confinement outside of Grand Coulee.

SECTION 9. - INDEMNIFICATION

Grand Coulee will indemnify, hold harmless and defend Electric City against all claims made by reason of alleged acts or omissions on the part of law enforcement personnel, even if such claims are groundless; except in cases arising from an invalid Electric City Ordinance. Electric City will indemnify, hold harmless, and defend Grand Coulee against all claims made by reason of negligent acts or omissions on the part of Electric City related to the performance of this Contract, including cases arising from an invalid Electric City Ordinance.

SECTION 10. - NOTICES:

All notices pursuant to this Agreement shall be in writing and shall be transmitted by facsimile or United 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.

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

To Grand Coulee:

Mayor of City of Grand Coulee
306 Midway Ave
PO Box 180
Grand Coulee, WA 99133

To Electric City:

Mayor of City of Electric City
10 Western Avenue
P.O. Box 130
Electric City, WA 99123

SECTION 11. - NEGOTIATIONS:

Negotiations to commence January 1, 2022 for the 2023-2025 police contract, with the City of Grand Coulee submitting to the City of Electric City a proposal for the service.

SECTION 12. - TERM OF AGREEMENT AND TERMINATION OF CONTRACT:

This agreement including the above described police protection and payment therefore shall take effect at 0001 hours on January 1, 2020 and shall extend for thirty-six (36) calendar months. However, either party may terminate this contract on sixty days (60) written notice to the other.

Dated this 17th day of September, 2019

CITY OF GRAND COULEE

Paul A. Townsend, Mayor

Attest:

Lorna Pearce Clerk/Treasurer

CITY OF ELECTRIC CITY

John T. Nordine II, Mayor

Attest:

Russell Powers, City Administrator - Clerk/Treasurer