

INTERLOCAL AGREEMENT RELATING TO LAW ENFORCEMENT SERVICES
Between
THE KITTITAS COUNTY SHERIFF'S OFFICE
And
THE CITY OF KITTITAS

This agreement, entered into this 1st day of Sept., 2009 by and between KITTITAS COUNTY, represented by the KITTITAS COUNTY SHERIFF'S OFFICE (hereinafter the "County"), and the CITY OF KITTITAS, represented by the Mayor of the City of Kittitas (hereinafter the "City"), **WITNESSETH:**

WHEREAS, the state Interlocal Cooperation Act, RCW 39.34, authorizes cooperative efforts between government entities in the providing of services; and

WHEREAS, the City desires to provide its citizens with 24 hour, consistent, professional and readily available law enforcement services and desires to contract with the County for support in and performance of law enforcement services; and,

WHEREAS, the County is willing to render such services pursuant to the terms and conditions hereinafter set forth; and,

NOW, THEREFORE, the County, acting by and through the Sheriff of the County, and City, acting by and through the Mayor for the City of Kittitas, agree as follows:

A. THE COUNTY AGREES:

1. That the County shall provide law enforcement services to the City in a reasonable and predictable cost efficient manner, with high quality services supported by staff, equipment and technology that furthers the goals and community interests of the City.
2. That the County should work cooperatively with the City in a problem-solving and community-oriented policing mode to improve the safety, welfare, and quality of life of residents and visitors to the City.
3. Law enforcement services shall encompass the duties normally within the jurisdiction of and customarily rendered by the Kittitas Police Department and Sheriff's Office Deputies. This shall include but not be limited to the following services:
 - a. Re-active patrol (response to calls for service)
 - b. Routine patrol
 - c. Detective follow-up to major crimes
 - d. Special Response Team (SRT) Deputies for critical incidents
 - e. Necessary court appearances by deputies resulting from law enforcement duties performed under this agreement.
 - f. Provide consulting support with evidence, procedural review and complex investigations.
4. Complaints resulting from City Ordinance violations of a criminal nature that occur outside of regularly assigned hours, and which are not related to an emergency 911

response, may be documented and forwarded to the City Police Department for later investigation.

5. That Kittitas County Sheriff's Office Undersheriff will be identified as the primary point of contact for issues with the City of Kittitas and will respond to inquiries from the Chief of Police.
6. That the County will provide the City with response to all calls of a criminal nature or potential criminal violation during those times when the City Police are off duty. Such response will be in a rapid fashion and made without unreasonable delay, at any and all times. Complaints of non-criminal nature may be documented and held until the next assigned deputy is available.
7. That the County shall defend, indemnify, and hold harmless the City, its agents, employees and officers from any and all liability arising out of the performance of this agreement, whether by act or omission of the County, its agents, employees or officers.

B. THE CITY AGREES:

1. To make monthly payments to the County in the amount of Two Thousand Dollars (\$2,000.00).
2. The monthly payments to the County will be made at the end of each month.
3. The City agrees that request for service of non-emergency nature may be received and/or forwarded to the Chief of Police for future action.
4. The County Sheriff's Office will respond to all calls for law enforcement service when members of the City of Kittitas Police Department are unavailable.
5. That the City shall defend, indemnify, and hold harmless the County, its agents, employees and officers from any and all liability arising out of the performance of this agreement, whether by act or omission of the City, its agents, employees or officers.

C. THE COUNTY AND THE CITY MUTUALLY AGREE:

1. That the City shall not be liable for compensation to any County employee for injury or sickness arising out of his or her employment or pursuant to the performance of any duty related to this agreement. All persons employed or utilized by the County for the purpose of providing law enforcement services pursuant to this agreement are not employees of the City.
2. All actions and activities of the assigned deputies shall be performed in a professional and ethical manner and be in compliance with all applicable laws.
3. Enforcement decisions made by assigned deputies shall be made without prejudice, bias or influence of any kind, always keeping in mind that the exercise of discretion and sound judgment is critical to the success of any law enforcement agency and its personnel.

D. PROVISIONS OF THIS AGREEMENT AND TERMINATION OF THIS AGREEMENT

1. The Kittitas County Sheriff and the Mayor of Kittitas, or their designees constitute a joint board for implementation and administration of this agreement.
2. The duration of this agreement shall be from July 1, 2009 through December 31st, 2009.
3. This agreement is subject to yearly review, negotiation and subsequent renewal. It may be modified only by agreed-upon written addendum or upon a new agreement.
4. In the event that either party believes that the other party has not complied with any term of this agreement, they shall provide written notice to the other party requesting corrective action. If satisfactory corrective action does not occur within ten (10) days of the notice, the parties shall attempt to mediate the dispute. If mediation is not successful, parties may seek other remedies available to them under the law.
5. Any modification of this or any subsequent agreement may be accomplished only by written understanding and agreement between the County and the City. No oral understandings or agreements shall suffice to alter the terms of this agreement.
6. In the event of invalidity or irresolvable ambiguity of any provision of this agreement, the remaining sections or provisions shall continue to be valid and in effect.
7. Termination of this agreement may occur should either party notify the other party in writing of the intended termination, the reason(s) for the termination, and the intended effective date, provided that such date must be no less than the end of the Quarter in which notice is made.
8. Termination of this agreement may occur for convenience should both parties mutually agree that termination of the agreement is in the best interests of both parties. The effective date of termination would be at the end of the involved Quarter, or sooner should both parties concur.
9. Pursuant to RCW 39.34.040, this Agreement shall be posted on the County's public website.
10. Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.
11. This Agreement shall be governed by and construed in accordance with the Laws of State of Washington.
12. The venue for any action to enforce or interpret this Agreement shall be in the Kittitas County Superior Court.
13. Each party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.
14. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
15. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
16. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or

applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

17. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
18. The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.


IN WITNESS WHEREOF, the parties hereto have executed this agreement to become effective on the day and year first mentioned and agreed.

Adopted this 14th day of August, 2009

KITTITAS COUNTY
BOARD OF COUNTY COMMISSIONERS

CITY OF KITTITAS


Alan Crankovich, Chair 9/1/09


MAYOR

ABSENT

Paul Jewell, Vice-Chairman


Mark McClain, Commissioner


Gene Dana, Sheriff

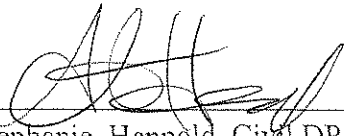



Clerk of the Board

ATTEST:

Julie Kjorsvik, Clerk of the Board

APPROVED AS TO FORM:



Stephanie, Happold, Civil DPA

Kittitas County
Review Form
Grants & Contract Agreement



Today's Date August 14, 2009	Agenda Date 09-01-09
Fund/Department 30/SHERIFF	

Contract/Grant Information

Contract /Grant Agency: Interlocal Agreement Relating to Law Enforcement Services between Kittitas County Sheriff's Office and The City of Kittitas (09-018)	
Period Begin Date: 07/01/09	Period End Date: 12/31/09
Total Grant/Contract Amount (monthly payments to County for \$2,000.00)	
Grant/Contract Number	
Contract/Grant Summary: This Interlocal Agreement is relating to Law Enforcement Services between the Kittitas County Sheriff's Office and City of Kittitas from 07/01/09 to 12/31/09.	

Financial Information

Total Amount \$	State Funds \$	Federal Funds \$
Percentage County Funds	Matching Funds \$	CFDA#
	In-Kind \$ <small>Explain</small>	
Is Equipment being purchased? No	Who owns equipment?	
New Personnel being hired?	Contact HR hiring – reporting requirements	
Future impacts or liability to Kittitas County:		

Budget Information

Budget Amendment Needed?	Yes <input type="checkbox"/> attach budget form	No <input checked="" type="checkbox"/> Why not
New Division Created?		
Revenue Code		

Pass Through Information

Agency to Pass Through	
Amount to Pass Through	\$
Sub-Contract Approved	Date:

Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
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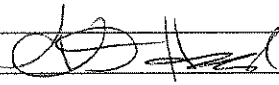
County Departments Impacted

Auditor	Facilities Maintenance
Information Services	Human Resource
Prosecutor	Treasurer

Submitted

Signature: 	Date: 08/14/09
Department: SHERIFF	

Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	 8/14/09
Who Signed the grant application	

Reviewer	Date
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