

Return to: Daniela Erickson
Clerk of the Board
1116 West Broadway
Spokane, Washington 99260



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Spokane Co, WA

**INTERLOCAL AGREEMENT
FOR COSTS INCIDENT TO LAW ENFORCEMENT SERVICES
IN THE TOWN OF MILLWOOD 6 0465**

THIS AGREEMENT, by and between Spokane County, having offices for the transaction of business at W. 1116 Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "COUNTY," the Spokane County Sheriff, having offices for the transaction of business at 1100 West Mallon, Spokane Washington 99260, hereinafter referred to as the "SHERIFF" and the Town of Millwood, a municipal corporation of the State of Washington, having offices for the transaction of business at 9103 East Frederick, Millwood, Washington 99206 hereinafter referred to as the "TOWN," jointly hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to chapter 36.28 RCW, the Spokane County Sheriff is the Chief Executive Officer and Conservator of the Peace of Spokane County; and

WHEREAS, Spokane County has calculated the actual cost for law enforcement services, both direct and indirect, based on a percentage extrapolated from calls for service, which will be utilized to adjust actual costs of services in each of the budget years; and

WHEREAS, chapter 39.34 RCW (Interlocal Cooperation Act), authorizes counties and cities to contract with each other to perform certain functions which each may legally perform; and

WHEREAS, the Town of Millwood desires to utilize the services of the Spokane County Sheriff's Office for the purpose of law enforcement services.



NOW THEREFORE for and in consideration of the mutual promises set forth hereinafter and as provided for in the above-referenced recitals, the Parties do hereby agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is for the COUNTY to provide the TOWN and its residents law enforcement services through the SHERIFF within the geographic area of the Town of Millwood.

SECTION NO. 2: AGREEMENT TO BE FILED

The TOWN shall file this Agreement with its Town Clerk. The COUNTY shall file this Agreement with the County Auditor.

SECTION NO. 3: DURATION AND TERMINATION

The initial term of this Agreement shall commence as of 12:01 A.M. on January 1, 2006, and run through Midnight, December 31, 2006. Thereafter, this Agreement shall automatically renew for a one-year term unless terminated.

After December 31, 2006, any Party may terminate this Agreement at any time for any reason upon one hundred and twenty (120) days' written notice to the other Parties.

SECTION NO. 4: SERVICES

The COUNTY will provide law enforcement services consisting of regional and base-line.

- 4.1 **Regional Services.** Regional services will consist of Sheriff and Administrative staff, sex offender registration, Regional Drug Task Force, Explosive Disposal Unit, Joint Terrorism Task Force, Civil Process, Secret Witness Program, Extra Duty Employment Contract, Dignitary Protection, Reservist and Explorer Unit.
- 4.2 **Base-line Services.**
 - **Patrol Enforcement Services.** This service shall constitute the first response for the enforcement of state law and the TOWN adopted municipal criminal and traffic codes. Patrol services shall include reactive patrol to respond to residents' and business' calls for service, proactive patrol to prevent and deter criminal activity.
 - **Detective Division.** This service shall include investigation of property crimes, sexual assault crimes and major crimes.
 - **Investigative Support Unit.** This service shall include investigation of drug, vice, gambling, licensing, and undercover operations.
 - **Meth Response Unit.** This service shall include the prevention and education of methamphetamine crimes.
 - **SWAT and TAC Operations.**



- **Forensics Unit.** This service shall include fingerprint identification, photo database, evidence recovery and post-mortem documentation.
- **Dispatch/Crime Reporting Center.**
- **Hostage Negotiations.**
- **Criminal Intelligence Unit "(CIU)".**
- **Domestic Violence Unit.**
- **Major Accident Reconstruction Response ("MARR").**
- **Canine Services.**
- **Fleet Services.**
- **Support Services.** This service shall include the Office of Professional Standards, training and polygraph, Public Information Officer, crime analysis, clerical support, computer-aided dispatch and records management system.
- **Law Enforcement Support Unit.** The COUNTY utilizes the Law Enforcement Support Unit ("LESU") to provide records management, property room and related administrative support services. In contracting for services, the TOWN and COUNTY agree that LESU will continue providing records management, property room and related administrative support services

SECTION NO. 5: COST OF SERVICES

- 5.1 **Regional Services.** Regional service costs include the cost of services that are required by state law, are provided only within the unincorporated area of Spokane County, or supported by a dedicated revenue source, and those services excluded from cost allocation at the discretion of the COUNTY. For the purpose of this Agreement, such services and their associated administrative costs shall be considered non-chargeable to the TOWN.
- 5.2 **Base-level Services and Costs.** Base-level services and costs are calculated utilizing a percentage of the SHERIFF's annual budget which was extrapolated by analyzing "Calls for Service." The percentage of Calls for Service attributed to the TOWN was multiplied by the SHERIFF'S annual budget for base-level services to reflect actual costs of services. Law Enforcement communications costs assessed to the TOWN are calculated by determining the number of calls for service from the TOWN as represented by the TOWN's CAD/RMS percentage applied to the unincorporated area portion of the Sheriff's annual communications budget. See, Attachment "B." MILLWOOD LAW ENFORCEMENT CONTRACT COSTS FOR 2006, attached and incorporated herein by reference.
- 5.3 **The TOWN's Estimated Agreement Amount.** The TOWN'S estimated Agreement amount for calendar year 2006 is further described in Attachment "B." The Parties agree to revise this amount annually following the SHERIFF's Preliminary annual budget, as defined in Attachment "A," including communications costs for the unincorporated areas and the recalculation of the number of Calls for Service using data from the last six months two prior years from the contract year and the first six months of the period of one year prior to the contract year, (for example, Calls for Service will be calculated for 2007 using data from the



last six months of 2005 and the first six months of 2006), as further described in Attachment "B." The budget shall thereafter be Amounts due in 2007/2008, and thereafter if the Agreement continues to automatically renew, shall include a COLA adjustment.

- 5.4 **Billing Procedure.** The COUNTY will bill the TOWN for the cost of services as outlined, monthly, during the first week of each month. Payments by the TOWN will be due by the end of the current month. At the sole option of the COUNTY, a penalty may be assessed on any late payment by the TOWN based on lost interest earnings had the payment been timely paid and invested in the Spokane County Treasurer's Investment Pool.

At the end of the calendar year, the Parties shall determine the actual expenditures/revenues/overhead for that calendar to determine actual final cost. The Parties acknowledge that the actual overhead rate set forth in Attachment "B" will not be available until June or July of the following year. It is the Parties' intent that any adjustment take place as soon as possible and accordingly will use their respective best efforts to timely prepare, disseminate and review all expenditure/revenue/overhead documentation. The TOWN will have sixty (60) calendar days from its receipt of the expenditure/revenue/overhead documentation to provide the COUNTY with any written objection(s) to such documentation. The written objection(s) must specifically identify the expenditure(s)/revenue(s)/overhead in question. The COUNTY agrees to consider all written objections received from the TOWN within thirty (30) calendar days of receipt of the objections(s). In the event that the Parties cannot mutually resolve any written objection(s) submitted by the TOWN within the thirty (30) calendar day time frame, or such other time frame as the Parties may mutually agree, the objections shall be resolved pursuant to the Dispute Resolution provisions set forth in Section No. 13. Pending resolution of the objections(s), the Parties agree that the TOWN shall pay that portion of the bill that is undisputed.

To the extent that the TOWN was over billed in any year and the Agreement is still in effect, the COUNTY shall credit the TOWN for such overpayment in the next monthly payment owing by the TOWN. Provided, however, in the event the Agreement is terminated at such time that the overpayment is determined, the COUNTY shall reimburse the TOWN for any overpayment within thirty (30) calendar days. To the extent that the TOWN was under billed in any year and the Agreement is still in effect, the TOWN shall reimburse the COUNTY for any underpayment in the next monthly payment owing by the TOWN. Provided, however, in the event the Agreement is terminated at such time that the underpayment is determined, the TOWN shall reimburse the COUNTY for any underpayment within thirty (30) calendar days. Either Party may at its sole option charge interest on any overpayment or underpayment based on lost interest earning had the amount determined due been invested in the respective Parties investment pool at the end of the thirty (30) day time frame provided for hereinabove to the date of payment.



Any resolution of a disputed amount through use of the arbitration process identified in Section No. 13 shall include at the request of any Party, a determination of whether interest is appropriate, including the amount.

SECTION NO. 6: OFFICER ASSIGNMENT, RETENTION, DISCIPLINE AND HIRING.

The COUNTY is acting hereunder as an independent contractor as to:

- 6.1 **Hiring.** The SHERIFF shall hire, assign, retain and discipline all employees according to the collective bargaining agreement, civil service rules, and state and federal laws.
- 6.2 **Standards of Performance Governed by the COUNTY.** Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed by the COUNTY. Provided, however that only qualified, trained personnel meeting all of the requirements of applicable state laws or regulations shall be utilized in the performance of services under this Agreement.

SECTION NO. 7: OBSERVATION OF LABOR NEGOTIATIONS

The TOWN may participate with other cities that contract with the COUNTY for law enforcement services to select no more than two (2) representatives from the contracting TOWN to observe labor negotiations between the COUNTY and the Collective Bargaining units representing employees of the SHERIFF, provided that such observers adhere to rules established by the COUNTY and the bargaining units for the negotiations.

SECTION NO. 8: ASSIGNMENT

If the COUNTY assigns or delegates duties of any portion of the services provided under the terms of this Agreement without first obtaining the prior written approval of the TOWN, the TOWN may withdraw from all or any part of this Agreement, at the TOWN'S option, by providing thirty (30) days' written notice to the COUNTY. The COUNTY shall provide the TOWN at least sixty (60) days' written notice of its intention to assign or delegate duties under this Agreement, specifying which duties it intends to assign or delegate and the name and address of the Party to whom it intends to assign or delegate. All terms and conditions of this Agreement shall apply to any approved or suffered subcontract or assignment related to this Agreement.

SECTION NO. 9: LIABILITY

- 9.1 The COUNTY agrees to indemnify and defend the TOWN from any loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of the COUNTY, its employees or agents in connection with the services to be performed by the COUNTY under the terms of this Agreement.



- 9.2 The TOWN agrees to indemnify and defend the COUNTY from any loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of the TOWN, its employees or agents in connection with the obligations of the TOWN under the terms of this Agreement.
- 9.3 If the negligence or willful misconduct of both the COUNTY and TOWN, or a person identified above for which each is liable, is a cause of such damage or injury, the loss, cost or expenses shall be shared between the COUNTY and TOWN in a proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply to such proportion.
- 9.4 In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way releases the TOWN from any liability or responsibility which arises in whole or in part from the existence or effect of the TOWN ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such TOWN ordinance, policy, rule or regulation is the issue, the TOWN shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the TOWN, COUNTY, or both, the TOWN shall satisfy the same, including all chargeable costs and reasonable attorney's fees. Provided, however, if the judgment or damages are based on an issue other than the enforceability and/or validity of the TOWN's ordinances, policies, rules, or regulations, liability for the judgment or damages shall be determined in the manner as stated elsewhere in this Section 9. Likewise, if the judgment or damages are based in part on the unenforceability or invalidity of the ordinances, policies, rules, or regulations, liability for that portion of the judgment or damages not based on the ordinances, policies, rules, or regulations shall be determined in the manner as stated elsewhere in this Section 9.
- 9.5 The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 9.6 The COUNTY and TOWN agree to either self insure or purchase policies of insurance covering the matters contained in this Agreement with coverages of not less than \$2,000,000 per occurrence with \$2,000,000 aggregate limits.

SECTION NO. 10: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the COUNTY shall be deemed to be an employee, agent, servant or representative of the TOWN for any purpose. Likewise, no agent, employee,



servant or representative of the TOWN shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

SECTION NO. 11: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in association with applicable TOWN cases shall remain with the original owner, unless specifically and mutually agreed by the Parties to this Agreement.

The TOWN shall supply at its own cost and expense any special supplies, stationary, notices, forms where such must be issued in the name of the TOWN. The COUNTY shall provide supplies and equipment routinely provided to its deputies.

SECTION NO. 12: TOWN'S RESPONSIBILITIES

In support of the COUNTY providing the services described above, the TOWN shall perform as follows:

- 12.1 **Municipal Police Authority.** The TOWN shall retain all police powers and by virtue of this Agreement, confers municipal police authority on such COUNTY officers as might be engaged hereunder in enforcing TOWN ordinances within TOWN boundaries, for the purpose of carrying out this Agreement.
- 12.2 **Municipal Code.** The TOWN shall, to the extent reasonably possible taking into consideration local circumstances, endeavor as it adopts local ordinances to have such ordinances be consistent with Spokane County ordinances or state law. It is recognized that it is in the interest of both Parties to this Agreement that reasonable uniformity of common regulations will promote efficient provision of law enforcement services. Nothing in this language shall prevent the TOWN from adopting ordinances it determines to be necessary and in the best interest of the citizens of the TOWN.

SECTION NO. 13: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY CEO or SHERIFF respectively and the TOWN Manager cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04 RCW shall be applicable to any arbitration proceeding.

The COUNTY with regard to financial matters or SHERIFF for Service matters and the TOWN shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04 RCW.



The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION NO. 14: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 15: NOTICES

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by certified mail, return-receipt requested, sent to the Parties at their respective addresses herein above given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

SECTION NO. 16: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they pertain.

SECTION NO. 17: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. 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. Both Parties have read and understand the whole of the above Agreement and now state that no representations, promises or agreements not expressed in this Agreement have been made to induce either to execute the same.

SECTION NO. 18: GENERAL TERMS

- 17.1 This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.
- 17.2 Each Party agrees to aid and assist the other Parties in accomplishing the objectives of this Agreement.
- 17.3 This Agreement shall be binding upon the Parties hereto, their successors and assigns.



17.4 The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or the TOWN during the term of this Agreement and three (3) years after termination.

SECTION NO. 19: CHAPTER 39.34 RCW REQUIRED CLAUSES

- A. Purpose. See Section No. 1 above.
- B. Agreement to be Filed. See Section No. 2 above.
- C. Duration. See Section No. 3 above.
- D. Termination. See Section No. 3 above.
- E. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- F. Responsibilities of the Parties. See Section No. 4 and Section No. 12.
- G. Financing. See Section No. 5 above.
- H. Property upon Termination. See Section No. 11 above.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: June 16, 2006 BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON



Todd Mielke
TODD MIELKE, Chair

ATTEST:

Daniela Erickson
Daniela Erickson
Clerk of the Board

Mark Richard
MARK RICHARD, Vice-Chair

Philip D. Harris
PHILIP D. HARRIS, Commissioner



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DATED: 5-8-2006

SPOKANE COUNTY SHERIFF:

[Signature]
OZZIE KNEZOVICH

DATED: 2-6-2006

TOWN OF MILLWOOD:

By: *[Signature]*
MAYOR

Attest:

Eva L. Colomb
Town Clerk

Approved as to form only:

Town Attorney





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ATTACHMENT "A"

DEFINITIONS

1. **Agreement:** is defined as this Interlocal Agreement between and among Spokane County, the Spokane County Sheriff and the Town of Millwood regarding law enforcement services.

2. **Maintenance and Operations ("M & O"):** shall mean those class codes (3000-5999 and 7000-9999) used by Spokane County in its budgetary process as prescribed by the BARS manual adopted by the State of Washington under chapter 43.88 RCW so long as such expenditures are directly attributable and proportionate to services rendered to Town of Millwood under the terms of this Agreement.

3. **Preliminary Budget:** is defined as that budget submitted by the Spokane County Budget and Operations Office on December 1st of the year preceding the contract year.



ATTACHMENT "B"
MILLWOOD LAW ENFORCEMENT CONTRACT COSTS FOR 2006

	<u>Unincorporated Cost</u>	<u>CAD/RMS %</u>	<u>Millwood Cost</u>
Salary	10,796,311	0.932%	100,622
Forensic Unit	199,609	0.932%	1,860
Radio	737,896	0.844%	6,228
Garage	142,853	0.932%	1,331
Budget/Acctg/Admin/PIO	390,087	0.932%	3,636
Training/OPS	280,819	0.932%	2,617
Crime Analysis Unit	84,385	0.932%	786
Clerical Support	151,388	0.932%	1,411
Scope Lieutenant	<u>86,164</u>	0.932%	803
SUB TOTAL (SALARY)	12,869,512		119,295
Indirect Costs	1,061,735	0.932%	9,895
Maintenance & Operations	1,074,960	0.932%	10,019
Equipment/Technology	20,767	0.932%	194
Property Room/Records	640,366	0.932%	5,968
Telephone	64,448	0.932%	601
Fuel	239,770	0.932%	2,235
Scope Services (M&O)	85,415	0.932%	796
Sirt	<u>19,801</u>	0.932%	185
TOTAL	16,076,774		149,186
Communications (295)	165,536	0.932%	<u>1,543</u>
		TOTAL COST	150,729

Footnotes:

July-Dec 2004 thru January-June 2005 CAD/RMS/Assigned Cases Data Used (.932%)
 July-Dec 2004 thru January-June 2005 % of County Total Dispatch Used (.844%)
 Salary based on 2006 Budget / M&O based on 2006 Budget; Unincorporated Portion
 Equipment/Technology based on 2006 Adopted Budget