

RESOLUTION 10-022

A RESOLUTION OF THE CITY OF ROSLYN, WASHINGTON AUTHORIZING THE MAYOR TO ENTER INTO AN INTER-LOCAL AGREEMENT FOR POLICE SERVICES WITH THE CITY OF CLE ELUM

WHEREAS, the City of Cle Elum currently provides police services for the City of Roslyn, and

WHEREAS, the cities desire to revise the previous agreement by cleaning up outdated provisions and adding provisions related to the use of Proposition #2 Funds for addition of Police Officers, Animal Control, and Code Enforcement, and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSLYN, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is authorized to enter into an inter-local agreement for police services with the City of Cle Elum in a form substantially the same as the attached Exhibit "A"

PASSED BY THE CITY COUNCIL OF THE CITY OF ROSLYN, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 13th DAY OF JULY, 2010

CITY OF ROSLYN:




Cordy Cooke, Mayor Pro – Tem

Attest:



Amber Shallow, Clerk-Treasurer

Approved as to Form:



Margaret King, City Attorney

EXHIBIT "A"

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Interlocal Agreement for Law Enforcement Services ("Agreement") is entered by and between the City of Cle Elum, a code city in the State of Washington and the City of Roslyn, a code city in the State of Washington. These incorporated communities shall be subsequently referred to in this Agreement as Cle Elum and Roslyn, and they shall be collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties are public agencies, as defined in RCW 39.34.020, who wish to enter into an Agreement pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS, Cle Elum and Roslyn have the power, authority, and responsibility to provide police protection and law enforcement services for their citizens within their boundaries, and have merged their resources since July 2000 in order to fulfill their obligations to their citizens; and

WHEREAS, Roslyn is located two miles west of Cle Elum, and Cle Elum has established and maintains a police department which is capable of continuing to provide regular law enforcement services to Roslyn; and

WHEREAS, Cle Elum and Roslyn wish to continue and enhance their joint Agreement to efficiently provide Cle Elum, and Roslyn with law enforcement services; and

WHEREAS, in 2007, Kittitas County voters approved Proposition No. 2, which provides for an increase in sales and use tax to be used for "additional law enforcement and related criminal justice services and personnel for Kittitas County and the incorporated cities of Kittitas County"; and

WHEREAS, Cle Elum and Roslyn are currently holding funds collected pursuant to Proposition 2, and wish to use those funds specifically to provide an increase in the level of law enforcement and related criminal justice services (including animal control) provided for under this Agreement;

NOW, THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree to continue, and enhance with Proposition No. 2 funds, the Cle Elum/Roslyn/South Cle Elum Police Department as follows:

1. PURPOSE AND SCOPE

EXHIBIT "A"

- 1.1 The purpose of the Agreement is to continue, and enhance with Proposition No. 2 funds, the provision of law enforcement and related criminal justice services, including animal control, to Cle Elum and Roslyn.

2. DURATION, TERMINATION AND MODIFICATION

- 2.1 This Agreement shall be effective as of 12:01 a.m. on January 1, 2010 and shall continue through midnight on December 31, 2014. This Agreement shall automatically renew without further action by the Parties on a yearly basis thereafter unless otherwise modified or terminated, as provided for in Sections 2.2 and 2.3.
- 2.2 Any party may terminate its participation in this Agreement by providing at least 180 days written notice to the other party of terminating party's intent to terminate this Agreement. Any Party that terminates this Agreement shall be responsible in an amount not to exceed \$1,500 for reimbursement to the remaining Party for the cost to change badges, vehicle markings, shoulder patches, and related identification items.
- 2.3 This Agreement shall be reviewed by the respective Mayors prior to the end of 2011. Thereafter, substantive revisions to this Agreement may be made annually, and initiated by either of the Parties with written notice to the other Party. All changes to this Agreement will be pursuant to good faith negotiations between the Parties, and shall be reflected in written amendments to this Agreement executed by the parties.
- 2.4 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, jointly agreed upon, and signed by both Parties.

3. ADMINISTRATION AND DEFINITIONS

- 3.1 Cle Elum, by and through its Chief of Police, shall be responsible for the administration and management of the law enforcement services to be provided to Roslyn as described in this Agreement.
- 3.2 The Mayor, or designee, of Roslyn shall meet regularly with the Chief of Police and provide direct feedback on issues and concerns related to law enforcement, animal control and public safety in the community.
- 3.3 The Chief of Police or his or her designated representative from the Cle Elum Police Department shall meet with the Cle Elum, and Roslyn City Councils at least once each month at a regular City Council meeting to report on the activities of the Police Department and identify any law enforcement issues or concerns for each jurisdiction during these reports.

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- 3.4 For purposes of this Agreement, "incidents" shall include all responses to dispatched calls, and shall also include all contacts with subjects that result in the issuance of written citations, warnings, or arrests. Incident response time shall also include office time devoted to related follow-up paperwork, transport to jail, and court appearances.
- 3.5 For purposes of this Agreement, "patrol" shall include such activities as patrol, traffic enforcement (excluding the time spent actually writing citations), and involvement in proactive community programs.
- 3.6 For purposes of this Agreement, a "major event" shall refer to a law enforcement incident response which involves more than 30% of the annual budgeted incident response hours for a given Party.
- 3.7 For purposes of this Agreement, "administration and overhead" shall include supplies and services, Kittcom fees, mechanic fees, civil service costs, and administrative staff salaries.

4. BASIS FOR DETERMINING AND ASSIGNING COSTS

- 4.1 Roslyn shall receive 24 hour per day law enforcement response to reported and/or dispatched calls and observed incidents as well as random patrol and community policing services to the extent deemed appropriate by the Police Chief and the Mayor.
- 4.2 For the initial year of this Agreement, Roslyn's share of regionalized police service costs shall be an annualized total of \$129,097. This figure is based on a baseline estimate of seven (7) officers providing police patrol service to Roslyn, at the rate of \$71.28 per hour. In addition, Roslyn's Proposition 2 funds remitted to Cle Elum under Paragraph 6.5 shall be used to provide additional police services to Roslyn in the form of additional patrol officers above the base rate, animal control, and code enforcement, in accordance with the priorities and other requirements set by the Mayor. It is understood that the number of officers and the provision of animal control and code enforcement will be dependent on the amount of revenue raised pursuant to proposition 2.
- 4.3 Cle Elum's annual financial participation shall involve fully funding all costs of the Cle Elum/Roslyn/South Cle Elum Police Department which are not covered by Roslyn and South Cle Elum. In the initial year of this Agreement, Cle Elum's costs are budgeted to be \$767,289. Cle Elum's Proposition 2 funds shall be used to provide additional police services to Cle Elum, and Roslyn and to provide animal control services and code enforcement services to the parties in

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accordance with the priorities and other requirements set by the respective Mayors. It is understood that the number of officers and the provision of animal control and code enforcement will be dependent on the amount of revenue raised pursuant to proposition 2.

- 4.4 For calendar year 2011 and subsequent years, the annualized rate (previous base amount) for Roslyn shall be adjusted upward on the first day of each calendar year in an amount equal to the cost of living increase agreed to in the Collective Bargaining Agreement. This annual adjustment shall not exceed 6% per calendar year unless agreed to in writing by both parties prior to the start of the new year.
- 4.5 The City of Cle Elum shall give Roslyn immediate written notice on all substantial fiscal impacts to the Public Safety budget that would affect the current level of service, or the enhanced level of service obtained through use of Proposition No. 2 funds.
- 4.6 Costs associated with a major event, as defined in Section 3.6 above, will be billed separately and in addition to the base contract amount, for costs in excess of the first 60 hours of service associated with each such event.
- 4.7 Roslyn shall transmit 20% of all locally retained ticket revenue to Cle Elum. These funds will be deposited into Cle Elum's police car/equipment replacement fund.
- 4.8 Costs associated with providing officers to cover scheduled special events such as community celebrations shall be tracked separately from the basic service costs prescribed in this Agreement.

5. RESPONSIBILITIES OF CLE ELUM

- 5.1 Cle Elum shall provide 24 hour per day law enforcement response to reported and/or dispatched calls and observed incidents within the geographical boundaries of Cle Elum and Roslyn in accordance with paragraph 4.2 of this Agreement. Cle Elum may utilize Proposition No. 2 funds received by either Party to this Agreement in order to hire, train, support, and equip additional law enforcement officers and shall also provide animal control and code enforcement services to Roslyn.
- 5.2 When determining which hours to patrol, the Cle Elum Chief of Police shall take into consideration any specific requests by the Mayor of Roslyn.
- 5.3 Cle Elum shall handle the administrative processing of all tickets and citations issued in Roslyn.

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- 5.4 Cle Elum shall provide Roslyn with a regular monthly report of all hours spent by Police Department personnel in each Party's boundaries. This report shall break out hours spent on incident response as well as patrol, and shall include time breakdowns of such activities as jail transport, court appearances, and training. This report shall also include narrative comments identifying issues, trends, and concerns, including comments related to the use of Proposition No. 2 funds for hiring, training, supporting, and equipping law enforcement officers, or animal control or code enforcement personnel and functions.
- 5.5 Cle Elum shall provide call response services and criminal investigation services in the same manner as customarily rendered by the Cle Elum Police Department within Cle Elum, including any enhanced services obtained through use of Proposition No. 2 funds.
- 5.6 Cle Elum shall use any Proposition 2 funds received for itself and from Roslyn as follows: (1) to pay for the additional 2 police officers utilized to provide the additional hours of police service set forth in Paragraph 4.2; (2) to pay for the cost of animal control services; (3) to pay for the cost of code enforcement services; and (4) to pay for the hiring, training, support and equipping of additional law enforcement officers to provide additional levels of service beyond the levels specified in Paragraphs 4.2, and 5.1, or to purchase additional equipment to enhance the police services provided under those paragraphs.

6 RESPONSIBILITIES OF ROSLYN

- 6.1 Roslyn shall pay to Cle Elum on the first day of each month during which this Agreement is effective, the amount of \$10,758.09 starting January 1, 2010. Starting on January 1, 2011, this amount shall be adjusted according to the provisions outlined in section 4.4 above.
- 6.2 Roslyn hereby confers municipal police authority on such Cle Elum police officers as might be engaged hereunder in enforcing Roslyn criminal and traffic ordinances within the Roslyn boundaries, for the purpose of carrying out this Agreement.
- 6.3 Cle Elum and Roslyn will make every reasonable effort to bring local criminal and traffic ordinances relevant to the scope of this Agreement into conformity with each other and State law, in order to provide uniformity of regulation and enforcement.
- 6.4 Within thirty (30) days of full execution of this Agreement, Roslyn shall pay to Cle Elum the Proposition 2 funds collected as of the effective date of this

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Agreement. Thereafter, Roslyn shall remit to Cle Elum Proposition 2 funds that each receives each month after the effective date of Proposition 2.

7 INDEMNIFICATION AND INSURANCE REQUIREMENTS

- 7.1 Cle Elum shall defend, indemnify, and hold Roslyn, and its officers, officials, employees, agents, and volunteers, harmless from any and all claims, injuries, damages, losses or suits, including all legal and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of Roslyn.
- 7.2 In the event that a claim or suit is brought against Cle Elum or Roslyn, the basis of which is the enforcement of an unconstitutional or unlawful ordinance of Roslyn, Roslyn shall defend, indemnify, and hold Cle Elum, its officers, officials, employees, agents and volunteers, harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees incurred in relation therewith.
- 7.3 It is specifically and expressly understood that the indemnification provided herein constitutes Cle Elum's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The Parties further acknowledge that they have mutually negotiated this waiver.
- 7.4 Both Parties shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property that may arise from or in connection with this Agreement.
- 7.5 Within fifteen (15) days of the commencement of this Agreement, Cle Elum shall provide evidence of the following insurance coverage and limits at a minimum:
 - 7.5.1 Law enforcement or police professional insurance in an amount not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate.
 - 7.5.2 Comprehensive general liability in an amount not less than \$1,000,000 per occurrence.
 - 7.5.3 Errors and omissions or public official's liability in an amount not less than \$1,000,000 per occurrence.
- 7.6 Roslyn shall be named as an additional insured on Cle Elum's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary as referenced above.
- 7.7 It is the intent of this Agreement for Cle Elum's insurance to be considered primary in the event of a loss, damage, or suit arising out of Cle Elum's

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performance of duty under this Agreement. Roslyn's comprehensive general liability policy will be considered excess coverage in respect to Cle Elum, except for incidents noted in Section 7.5.2 above.

- 7.8 Cle Elum shall request from its insurer that written notification will be given to Roslyn for any cancellation in Cle Elum's coverage at least thirty (30) days in advance of such cancellation.
- 7.9 Within fifteen (15) days of the commencement of this Agreement, Roslyn shall provide evidence of the following insurance coverage and limits at a minimum:
- 7.9.1 Comprehensive general liability in an amount not less than \$1,000,000 per occurrence.
- 7.9.2 Errors and omissions or public official's liability in an amount not less than \$1,000,000 per occurrence.
- 7.10 Cle Elum shall be named as an additional insured on Roslyn's commercial general liability policies. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary as referenced above.
- 7.11 Roslyn shall request from its insurer that written notification will be given to Cle Elum for any cancellation in Roslyn's coverage at least thirty (30) days in advance of such cancellation.

8 INDEPENDENT CONTRACTOR

- 8.1 The Parties understand and agree that Cle Elum is acting hereunder as an independent contractor and shall maintain control of all Police Department employees, including hiring, firing, discipline, evaluation, and establishment of standards of performance thereof.
- 8.2 Firing, discipline, and evaluation of the Chief shall be under the authority of the Mayor of Cle Elum who may solicit input from the Mayor of Roslyn.
- 8.3 All Cle Elum personnel, including the Chief of Police, rendering service hereunder shall be, for all purposes, employees of Cle Elum, although they may from time to time act as commissioned officers of Roslyn.

9 ADDITIONAL AGREEMENTS

- 9.1 The Parties agree that each will continue to be responsible for their own jail expenses and shall each continue to contract with Kittitas County for jail services.

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- 9.2 The Parties agree that jail, prosecution, and public defender services will continue to be provided under the terms of such agreements involving the respective Parties, which are in place at the time of signing of this Agreement.
- 9.3 The Parties currently have no coordinated animal control program. Through the use of Proposition No. 2 funds, the Parties will devise and consider for implementation a coordinated animal control program, including recruitment activities for an animal control officer. Upon successful completion of the recruitment process, the animal control officer shall become an employee of the Police Department.
- 9.4 The Parties will each continue to execute standard form law enforcement mutual aid agreements with Kittitas County in the form approved by Cle Elum.
- 9.5 Costs for dispatch services for law enforcement calls through Kittcom shall be covered for both Parties through the basic cost provisions of this Agreement.
- 9.6 The Parties currently have no coordinated nuisance abatement and code enforcement program. Through the use of Proposition No. 2 funds, the Parties will devise and consider for implementation a substantially similar program of nuisance abatement and code enforcement in order to more effectively utilize resources and more uniformly undertake enforcement.
- 9.7 In order to pay for their share of increased services under this Agreement as a result of the approval of Proposition No. 2, Roslyn agrees to remit monthly to the City of Cle Elum all Proposition No. 2 funds received as payment for the increased level of services being received above the baseline set out in paragraph 5.1. All Proposition No. 2 revenue received from either Party to this Agreement shall be used to hire, train, support, and equip additional law enforcement personnel, including animal control and code enforcement functions, and shall not be used to supplant levels of service that existed prior to January of 2008.
- 9.8 The Parties agree that each City may have received, or may apply for Grant funding for additional police services and/or equipment. If Roslyn receives such funds, it may transfer the funds to Cle Elum to be used in accordance with terms and conditions of the underlying Grant. The Parties further agree to approve an addendum to this Agreement, if necessary, in order to be eligible for such Grant funding, provided that the amendment is not inconsistent with the terms and conditions of this Agreement.

10. SEVERABILITY AND GOVERNING LAW

- 10.1 In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and invalidated to the extent permitted by law. All provisions of this

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Agreement are severable and the unenforceability or invalidity of a single provision hereof shall not affect the remaining provisions.

10.2 This Agreement shall be governed by the laws of the State of Washington and venue for any action arising from this Agreement shall be in Kittitas County Superior Court.

Dated: _____

City of Cle Elum

By: _____
Mayor Charles J. Glondo

Attest: _____
Toni Fields, City Clerk

Dated: _____

City of Roslyn

By: _____
Mayor Jeri B. F. Porter

Attest: _____
Amber Shallow, City Clerk-Treasurer

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Interlocal Agreement for Law Enforcement Services ("Agreement") is entered by and between the City of Cle Elum, a code city in the State of Washington and the City of Roslyn, a code city in the State of Washington. These incorporated communities shall be subsequently referred to in this Agreement as Cle Elum and Roslyn, and they shall be collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties are public agencies, as defined in RCW 39.34.020, who wish to enter into an Agreement pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS, Cle Elum and Roslyn have the power, authority, and responsibility to provide police protection and law enforcement services for their citizens within their boundaries, and have merged their resources since July 2000 in order to fulfill their obligations to their citizens; and

WHEREAS, Roslyn is located two miles west of Cle Elum, and Cle Elum has established and maintains a police department which is capable of continuing to provide regular law enforcement services to Roslyn; and

WHEREAS, Cle Elum and Roslyn wish to continue and enhance their joint Agreement to efficiently provide Cle Elum, and Roslyn with law enforcement services; and

WHEREAS, in 2007, Kittitas County voters approved Proposition No. 2, which provides for an increase in sales and use tax to be used for "additional law enforcement and related criminal justice services and personnel for Kittitas County and the incorporated cities of Kittitas County"; and

WHEREAS, Cle Elum and Roslyn are currently holding funds collected pursuant to Proposition 2, and wish to use those funds specifically to provide an increase in the level of law enforcement and related criminal justice services (including animal control) provided for under this Agreement;

NOW, THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree to continue, and enhance with Proposition No. 2 funds, the Cle Elum/Roslyn/South Cle Elum Police Department as follows:

1. PURPOSE AND SCOPE

- 1.1 The purpose of the Agreement is to continue, and enhance with Proposition No. 2 funds, the provision of law enforcement and related criminal justice services, including animal control, to Cle Elum and Roslyn.

2. DURATION, TERMINATION AND MODIFICATION

- 2.1 This Agreement shall be effective as of 12:01 a.m. on January 1, 2010 and shall continue through midnight on December 31, 2014. This Agreement shall automatically renew without further action by the Parties on a yearly basis thereafter unless otherwise modified or terminated, as provided for in Sections 2.2 and 2.3.
- 2.2 Any Party may terminate its participation in this Agreement by providing at least 180 days written notice to the other Party of terminating party's intent to terminate this Agreement. Any Party that terminates this Agreement shall be responsible in an amount not to exceed \$1,500 for reimbursement to the remaining Party for the cost to change badges, vehicle markings, shoulder patches, and related identification items.
- 2.3 This Agreement shall be reviewed by the Police Oversight Committee prior to the end of 2011. Thereafter, substantive revisions to this Agreement may be made annually, and initiated by either of the Parties with written notice to the other Party. All changes to this Agreement will be pursuant to good faith negotiations between the Parties, and shall be reflected in written amendments to this Agreement executed by the parties.
- 2.4 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, jointly agreed upon, and signed by both Parties.

3. ADMINISTRATION AND DEFINITIONS

- 3.1 Cle Elum, by and through its Chief of Police, shall be responsible for the administration and management of the law enforcement services to be provided to Roslyn as described in this Agreement.
- 3.2 The respective Mayors of Cle Elum, South Cle Elum, and Roslyn, or their designee(s), shall constitute the Police Oversight Committee. This Committee shall meet regularly with the Chief of Police and provide direct feedback on issues and concerns related to law enforcement and public safety in the respective communities. The Oversight Committee is responsible for establishing law enforcement goals and objectives for the Police Department, and will address issues which may arise regarding this Agreement. The activities of the Police Oversight Committee shall be subject to the limitations and considerations reflected in Section 8.1 below.

- 3.3 The Chief of Police or his or her designated representative from the Cle Elum Police Department shall meet with the Cle Elum, and Roslyn City Councils at least once each month at a regular City Council meeting to report on the activities of the Police Department and identify any law enforcement issues or concerns for each jurisdiction during these reports.
- 3.4 For purposes of this Agreement, "incidents" shall include all responses to dispatched calls, and shall also include all contacts with subjects that result in the issuance of written citations, warnings, or arrests. Incident response time shall also include office time devoted to related follow-up paperwork, transport to jail, and court appearances.
- 3.5 For purposes of this Agreement, "patrol" shall include such activities as patrol, traffic enforcement (excluding the time spent actually writing citations), and involvement in proactive community programs.
- 3.6 For purposes of this Agreement, a "major event" shall refer to a law enforcement incident response which involves more than 30% of the annual budgeted incident response hours for a given Party.
- 3.7 For purposes of this Agreement, "administration and overhead" shall include supplies and services, Kittcom fees, mechanic fees, civil service costs, and administrative staff salaries.

4. BASIS FOR DETERMINING AND ASSIGNING COSTS

- 4.1 Roslyn shall receive 24 hour per day law enforcement response to reported and/or dispatched calls and observed incidents as well as random patrol and community policing services to the extent deemed appropriate by the Police Chief and the Oversight Committee.
- 4.2 For the initial year of this Agreement, Roslyn's share of regionalized police service costs shall be an annualized total of \$129,097. This figure is based on a baseline estimate of seven (7) officers providing police patrol service to Roslyn, at the rate of \$71.28 per hour. In addition, Roslyn's Proposition 2 funds remitted to Cle Elum under Paragraph 6.5 shall be used to provide additional police services to Roslyn in the form of additional patrol officers above the base rate, animal control, and code enforcement, in accordance with the priorities and other requirements set by the police oversight committee. It is understood that the number of officers and the provision of animal control and code enforcement will be dependent on the amount of revenue raised pursuant to proposition 2.

- 4.3 Cle Elum's annual financial participation shall involve fully funding all costs of the Cle Elum/Roslyn/South Cle Elum Police Department which are not covered by Roslyn and South Cle Elum. In the initial year of this Agreement, Cle Elum's costs are budgeted to be \$767,289. Cle Elum's Proposition 2 funds shall be used to provide additional police services to Cle Elum, and Roslyn and to provide animal control services and code enforcement services to the parties in accordance with the priorities and other requirements set by the police oversight committee. It is understood that the number of officers and the provision of animal control and code enforcement will be dependent on the amount of revenue raised pursuant to proposition 2.
- 4.4 For calendar year 2011 and subsequent years, the annualized rate (previous base amount) for Roslyn shall be adjusted upward on the first day of each calendar year in an amount equal to the cost of living increase agreed to in the Collective Bargaining Agreement. This annual adjustment shall not exceed 6% per calendar year unless agreed to in writing by both parties prior to the start of the new year.
- 4.5 The City of Cle Elum shall give Roslyn immediate written notice on all substantial fiscal impacts to the Public Safety budget that would affect the current level of service, or the enhanced level of service obtained through use of Proposition No. 2 funds.
- 4.6 Costs associated with a major event, as defined in Section 3.6 above, will be billed separately and in addition to the base contract amount, for costs in excess of the first 60 hours of service associated with each such event.
- 4.7 Roslyn shall transmit 20% of all locally retained ticket revenue to Cle Elum. These funds will be deposited into Cle Elum's police car/equipment replacement fund.
- 4.8 Costs associated with providing officers to cover scheduled special events such as community celebrations shall be tracked separately from the basic service costs prescribed in this Agreement.

5. RESPONSIBILITIES OF CLE ELUM

- 5.1 Cle Elum shall provide 24 hour per day law enforcement response to reported and/or dispatched calls and observed incidents within the geographical boundaries of Cle Elum and Roslyn in accordance with paragraph 4.2 of this Agreement. Cle Elum may utilize Proposition No. 2 funds received by either Party to this Agreement in order to hire, train, support, and equip additional law enforcement officers and shall also provide animal control and code enforcement services to Roslyn.

- 5.2 When determining which hours to patrol, the Cle Elum Chief of Police shall take into consideration any specific requests by the Mayor of Roslyn, as well as collective input from the Oversight Committee, for hours for which patrol is desired.
- 5.3 Cle Elum shall handle the administrative processing of all tickets and citations issued in Roslyn.
- 5.4 Cle Elum shall provide Roslyn with a regular monthly report of all hours spent by Police Department personnel in each Party's boundaries. This report shall break out hours spent on incident response as well as patrol, and shall include time breakdowns of such activities as jail transport, court appearances, and training. This report shall also include narrative comments identifying issues, trends, and concerns, including comments related to the use of Proposition No. 2 funds for hiring, training, supporting, and equipping law enforcement officers, or animal control or code enforcement personnel and functions.
- 5.5 Cle Elum shall provide call response services and criminal investigation services in the same manner as customarily rendered by the Cle Elum Police Department within Cle Elum, including any enhanced services obtained through use of Proposition No. 2 funds.
- 5.6 The Mayor of Cle Elum or his/her designee shall actively participate as a member of the Police Oversight Committee.
- 5.7 Cle Elum shall use any Proposition 2 funds received for itself and from Roslyn as follows: (1) to pay for the additional 2 police officers utilized to provide the additional hours of police service set forth in Paragraph 4.2; (2) to pay for the cost of animal control services; (3) to pay for the cost of code enforcement services; and (4) to pay for the hiring, training, support and equipping of additional law enforcement officers to provide additional levels of service beyond the levels specified in Paragraphs 4.2, and 5.1, or to purchase additional equipment to enhance the police services provided under those paragraphs.

6 RESPONSIBILITIES OF ROSLYN

- 6.1 Roslyn shall pay to Cle Elum on the first day of each month during which this Agreement is effective, the amount of \$10,758.09 starting January 1, 2010. Starting on January 1, 2011, this amount shall be adjusted according to the provisions outlined in section 4.4 above.
- 6.2 Roslyn hereby confers municipal police authority on such Cle Elum police officers as might be engaged hereunder in enforcing Roslyn criminal and traffic

ordinances within the Roslyn boundaries, for the purpose of carrying out this Agreement.

- 6.3 Cle Elum and Roslyn will make every reasonable effort to bring local criminal and traffic ordinances relevant to the scope of this Agreement into conformity with each other and State law, in order to provide uniformity of regulation and enforcement.
- 6.4 The Mayor of Roslyn or his/her designee shall actively participate as a member of the Police Oversight Committee.
- 6.5 Within thirty (30) days of full execution of this Agreement, Roslyn shall pay to Cle Elum the Proposition 2 funds collected as of the effective date of this Agreement. Thereafter, Roslyn shall remit to Cle Elum Proposition 2 funds that each receives each month after the effective date of Proposition 2.

7 INDEMNIFICATION AND INSURANCE REQUIREMENTS

- 7.1 Cle Elum shall defend, indemnify, and hold Roslyn, and its officers, officials, employees, agents, and volunteers, harmless from any and all claims, injuries, damages, losses or suits, including all legal and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of Roslyn.
- 7.2 In the event that a claim or suit is brought against Cle Elum or Roslyn, the basis of which is the enforcement of an unconstitutional or unlawful ordinance of Roslyn, Roslyn shall defend, indemnify, and hold Cle Elum, its officers, officials, employees, agents and volunteers, harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees incurred in relation therewith.
- 7.3 It is specifically and expressly understood that the indemnification provided herein constitutes Cle Elum's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The Parties further acknowledge that they have mutually negotiated this waiver.
- 7.4 Both Parties shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property that may arise from or in connection with this Agreement.
- 7.5 Within fifteen (15) days of the commencement of this Agreement, Cle Elum shall provide evidence of the following insurance coverage and limits at a minimum:
 - 7.5.1 Law enforcement or police professional insurance in an amount not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate.

- 7.5.2 Comprehensive general liability in an amount not less than \$1,000,000 per occurrence.
- 7.5.3 Errors and omissions or public official's liability in an amount not less than \$1,000,000 per occurrence.
- 7.6 Roslyn shall be named as an additional insured on Cle Elum's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary as referenced above.
- 7.7 It is the intent of this Agreement for Cle Elum's insurance to be considered primary in the event of a loss, damage, or suit arising out of Cle Elum's performance of duty under this Agreement. Roslyn's comprehensive general liability policy will be considered excess coverage in respect to Cle Elum, except for incidents noted in Section 7.5.2 above.
- 7.8 Cle Elum shall request from its insurer that written notification will be given to Roslyn for any cancellation in Cle Elum's coverage at least thirty (30) days in advance of such cancellation.
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8 INDEPENDENT CONTRACTOR

- 8.1 The Parties understand and agree that Cle Elum is acting hereunder as an independent contractor and shall maintain control of all Police Department employees, including hiring, firing, discipline, evaluation, and establishment of standards of performance thereof.

- 8.2 The Oversight Committee made up of the three Mayors shall be tasked with the hiring of the Chief of Police. Firing, discipline, and evaluation of the Chief shall be under the authority of the Mayor of Cle Elum who shall solicit input from the Mayors of South Cle Elum and Roslyn.
- 8.3 All Cle Elum personnel, including the Chief of Police, rendering service hereunder shall be, for all purposes, employees of Cle Elum, although they may from time to time act as commissioned officers of Roslyn.

9 ADDITIONAL AGREEMENTS

- 9.1 The Parties agree that each will continue to be responsible for their own jail expenses and shall each continue to contract with Kittitas County for jail services.
- 9.2 The Parties agree that jail, prosecution, and public defender services will continue to be provided under the terms of such agreements involving the respective Parties, which are in place at the time of signing of this Agreement.
- 9.3 The Parties currently have no coordinated animal control program. Through the use of Proposition No. 2 funds, the Parties will devise and consider for implementation a coordinated animal control program, including recruitment activities for an animal control officer. Upon successful completion of the recruitment process, the animal control officer shall become an employee of the Police Department.
- 9.4 The Parties will each continue to execute standard form law enforcement mutual aid agreements with Kittitas County in the form approved by Cle Elum.
- 9.5 Costs for dispatch services for law enforcement calls through Kittcom shall be covered for both Parties through the basic cost provisions of this Agreement.
- 9.6 The Parties currently have no coordinated nuisance abatement and code enforcement program. Through the use of Proposition No. 2 funds, the Parties will devise and consider for implementation a substantially similar program of nuisance abatement and code enforcement in order to more effectively utilize resources and more uniformly undertake enforcement.
- 9.7 In order to pay for their share of increased services under this Agreement as a result of the approval of Proposition No. 2, Roslyn agrees to remit monthly to the City of Cle Elum all Proposition No. 2 funds received as payment for the increased level of services being received above the baseline set out in paragraph 5.1. All Proposition No. 2 revenue received from either Party to this Agreement shall be used to hire, train, support, and equip additional law enforcement personnel, including animal control and code enforcement functions, and shall not be used to supplant levels of service that existed prior to January of 2008.

9.8 The Parties agree that each City may have received, or may apply for Grant funding for additional police services and/or equipment. If Roslyn receives such funds, it may transfer the funds to Cle Elum to be used in accordance with terms and conditions of the underlying Grant. The Parties further agree to approve an addendum to this Agreement, if necessary, in order to be eligible for such Grant funding, provided that the amendment is not inconsistent with the terms and conditions of this Agreement.

10. SEVERABILITY AND GOVERNING LAW

10.1 In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and invalidated to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision hereof shall not affect the remaining provisions.

10.2 This Agreement shall be governed by the laws of the State of Washington and venue for any action arising from this Agreement shall be in Kittitas County Superior Court.

Dated: 6/12/2010

City of Cle Elum

By: Charles J. Glondo
Mayor Charles J. Glondo

Attest: Toni Fields
Toni Fields, City Clerk

Dated: 8/4/2010

City of Roslyn

By: Jeri B. Francisco-Porter
Mayor Jeri Francisco-Porter

Attest: Amber Shallow
Amber Shallow, City Clerk-Treasurer