

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE  
CITY OF DUVALL AND THE CITY OF CARNATION

In consideration of the mutual covenants and promises set forth in this Agreement, and in the exercise of the authority by the Interlocal Cooperation Act, Chapter 39.34 RCW, the City of Duvall (hereafter referred to as "Duvall"), a municipal corporation of the State of Washington, and the City of Carnation, (hereafter referred to as "Carnation"), a municipal corporation of the State of Washington, do hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide efficient and effective law enforcement services within the jurisdiction of the City of Carnation.
2. Municipal Authority. In order to carry out the purpose of this Agreement, the City of Carnation hereby confers its municipal police authority upon the Duvall Police Department. The Duvall Police Department is hereby authorized to carry out the law enforcement services hereafter set forth.
3. Services. The City of Duvall, through its Police Department and Prosecutor, shall provide the City of Carnation with the following services:
  - a. Provide personnel equivalent to 2.75 full-time equivalents (FTE's) consisting of 2.25 full-time officers and .5 administrations.
  - b. Police patrols with a minimum of 94.5 hours of shift coverage per week. Patrols shall be conducted on both a regular and irregular basis or as specifically requested by Carnation;
  - c. Immediate and appropriate response to calls, subject only to necessary priorities caused by concurrent matters;
  - d. Enforcement and investigation of criminal activity, suspected criminal Activity, and traffic violations;
  - e. Conduct spot radar enforcement as necessary to alert drivers of speed limits during normal duty hours.
  - f. This agreement recognizes a reduction of FTE's and daily staffing from 18 hours per day to 13.5 hours per day of which 1.5 hours are designated as flex hours to be used to respond to activities outside the normal coverage times. During the non staffed periods of the day the calls generated will be assessed by the field supervisor to determine their priority status. Those calls not requiring a priority response shall be held over until an on duty unit can respond. It is recognized, however, that calls may have a unique history or background that may require an immediate response even though not necessarily classified as a priority. In such event, calls will be assessed by the field supervisor and reported through the chain of command to determine whether a response is warranted. Flex hours (1.5 daily) are

incorporated into this agreement in order to provide the ability to receive a police response, as necessary, outside of the normal duty period.

- g. Prosecution of misdemeanors and infractions as set forth in Section 6 of this Agreement;
- h. Vacation-alert house checks when requested;
- i. Advise City officials of situations encountered by patrolling officers that may affect the health, safety and welfare of residents and visitors, including inadequate, missing or broken traffic or safety signs;
- j. Advise City officials of the need for new ordinances or revisions to existing ordinances to address changes in state legislation and/or law enforcement concerns;
- k. Assist the City Manager in preparing responses to queries from County, State and other jurisdictions in matters relating to law enforcement needs and activities, jail facilities, reports and similar matters;
- l. Maintain close liaison with City officials concerning law enforcement matters;
- m. Upon request, attend Carnation City Council meetings and such other meetings as may be appropriate;
- n. Such other law enforcement services typically performed by a city police department for a city the size of Carnation;
- o. Provide extended crime prevention efforts to include nightly business checks, foot patrol, bike patrol and citizen volunteer groups;
- p. Assist victims and witnesses at the crime scene;
- q. Preserve crime scenes;
- r. Retain evidence;
- s. All original reports shall be maintained by the Duvall police department and made available upon request in accordance with state law;
- t. Administration. The Duvall Chief of Police shall be appointed the Marshall for the City of Carnation and, under the administrative direction of the City Manager of the City of Carnation, shall exercise all authority vested in that office.

The Mayor of the City of Duvall shall be responsible for the administration of this Agreement. No joint acquisition of real or personal property is contemplated hereunder. This Agreement does not create a separate entity for the provision of services. Rather it is the intent of the parties that the City of Duvall shall provide police services as described herein.

- 4. Development of Service Costs. The City of Duvall shall develop annual service costs for the City of Carnation based on shared FTE's and associated support costs. Service costs are listed in Exhibit A.

5. Cost of Contract and Payments.

- a. The City of Carnation shall pay the City of Duvall the annual base contract amount as agreed upon by the parties and as set forth in the Carnation annual budget proposal, provided that such costs may be adjusted by mutual agreement during the regular budget process. The City of Carnation's costs shall be based on its pro rata share of Duvall's costs which shall consist of full cost recovery, including overtime in response to priority calls, as established by police department policies, during those times when on duty time is not provided. Payment shall be made on a quarterly basis.
- b. Costs attributable to responding to major or priority events that exceed the normal duty and flex hours shall be the financial responsibility of Carnation. A report of, and invoice for, any such responses shall be prepared by Duvall and submitted to Carnation for reimbursement in accordance with the normal billing cycle.
- c. The City of Carnation shall be separately responsible for all of its own court costs, including filing fees, indigent fee charges of any kind, including the cost of appointed counsel or public defender, Domestic Violence Advocate and any actual charges incurred for mail services.
- d. The City of Duvall will pay in advance for all police communications \ costs, including dispatch service costs provided by the City of Redmond and subscriber costs relating to the region's 800 MHz communications system. The City of Carnation shall reimburse the City of Duvall for Carnation's share of the costs for police communications. Payment shall be made by the City of Carnation to the City of Duvall on a quarterly basis as set forth in Appendix A.
- e. Charges for prosecution of criminal law and traffic violations shall be made as set forth in section 7 of this Agreement.
- f. Equipment costs for all minor equipment are included in the service agreement. All capital equipment or one time major equipment costs shall be charged directly to the City of Carnation as specified during the annual budget process.
- g. Purchasing police vehicles when needed for Carnation will be done using Duvall's purchase program through G.S.A. and the state bid process.

6. Prosecution/Legal Services. The City of Duvall shall provide all traffic infraction and misdemeanor prosecution legal services for the City of Carnation. Payments for such services shall be billed directly on a monthly basis, as set forth in Appendix A. Prosecution services shall not include the following: prosecutions for violations of felonies; appeals of misdemeanors or traffic infractions to the Superior Court and higher level of courts; and forfeiture actions. Fees for said prosecutorial services shall be billed at the same hourly rate incurred by the City of Duvall for such services.

7. Additional Services.
  - a. Fees for police services provided to Carnation for which the City of Duvall must contract with outside agencies to provide shall be billed to the City of Carnation in the amount for which the City of Duvall is billed for such services.
  - b. All community events for the City of Carnation that require extra police personnel for patrolling or other duties, as authorized by the City Manager of Carnation, shall be billed to the City of Carnation at the hourly rate of the officers utilized.
  - c. Duration and Termination. This agreement shall supercede the parties' current ILA and shall become effective upon execution by both parties and shall run through December 31, 2013.
8. This agreement may be terminated as of December 31, 2013 upon written notice to the non-terminating party by the terminating party on or before July 1, 2013, unless a shorter termination date is mutually agreed upon by the parties. This Agreement may be terminated by either party for cause if:
  - a. Prior written notice of an alleged breach of the terms of the Agreement is Provided to the City Clerk, and
  - b. Corrective measures have not been commenced within forty eight (48) Hours after written notice, and substantially completed within thirty (30) Days.

In the event that the City of Duvall decides to terminate its Police Department, Duvall shall provide Carnation no less than 180 days prior written notice. This Agreement, and the rights and responsibilities described herein, shall terminate concurrently with the termination of such services by the City of Duvall.

9. Indemnification. Each party to the Agreement agrees to defend, indemnify and hold harmless the other party and its officers, employees, agents and elected officials from and against any claim, damage, liability, judgment, cost, penalty, and attorney's fees, including without limitation death or injury of any person and/or property damage of any kind, arising from or in any manner connected with the services provided hereunder to the extent of each party's own negligence or the negligence of the indemnifying party's agents, contractors or consultants. This promise to indemnify and hold harmless shall include waiver of the immunity provided by Title 51 RCW, but only to the extent necessary to fully effectuate its promise.

In executing this Agreement, the City of Duvall does not assume liability or responsibility for, or in any way release, the City of Carnation from any liability or responsibility to the extent that it arises from the existence or effect of Carnation's City ordinances, policies, rules or regulations. To the extent that any cause, claim suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance, policy, rule or regulation is at

issue, Carnation shall defend the same as its sole expense and, if judgment is entered or damages are awarded against Carnation, Carnation shall fully satisfy the same including all chargeable costs and reasonable attorney's fees. This promise to indemnify and hold harmless shall include a waiver of the immunity provided by Title 51 RCW, but only to the extent necessary to fully effectuate its promise. In the event of a claim, loss or liability based upon the alleged concurrent or joint Negligence or tortious wrongdoing of the parties, the parties shall bear their respective liability, including cost, in accordance with an assignment of their respective liability established in accordance with the laws of the State of Washington.

10. General Provisions.

- a. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements oral or otherwise that have not been fully set forth in the text of this Agreement.
- b. The parties agree that this Agreement cannot be amended or modified without the written concurrence of both parties.
- c. If any provision or a portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the City of Duvall shall have the right, at its option, to declare the Agreement void and enter into negotiations with the City of Carnation for the execution of a new Agreement.

11. Notice. Any notices required to be given by the City of Duvall to the City of Carnation or City of Carnation to the City of Duvall shall be delivered to the following parties at the following addresses:

City Clerk	City Clerk
City of Duvall	City of Carnation
15535 Main Street NE	4621 Tolt Avenue
P.O. Box 1300	P.O. Box 1238
Duvall, WA 98019	Carnation, WA 98014

Any notices may be either delivered personally to the address of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

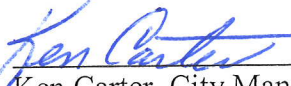
12. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between Carnation and any employee, agent, representative or contractor of Duvall, or between Duvall and any employee, agent, representative or contractor of Carnation. Without limiting the foregoing, each employee providing services hereunder shall at all times relevant to this Agreement be and remain an employee of his/her employer, and the employer shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the such employee except as expressly set forth in this Agreement.

Dated this 22 day of MARCH, 2012.

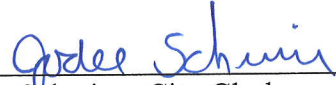
City of Duvall

  
\_\_\_\_\_  
Mayor Will Ibershof

City of Carnation

  
\_\_\_\_\_  
Ken Carter, City Manager


Attest/Authenticated:

  
\_\_\_\_\_  
Jodee Schwinn, City Clerk

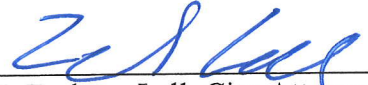
Attest/Authenticated:

  
\_\_\_\_\_  
Mary Otness, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Bruce Disend, City Attorney

Approved as to Form:

  
\_\_\_\_\_  
J. Zachary Lell, City Attorney

## Appendix A

### CONTRACT COSTS for 2.75 FTE's and SUPPORT SERVICES

Basic Service Fee: The Basic Service Fee shall be a pro rated share of the City of Duvall's total cost of providing police services. The annual service fee shall be adjusted each year during the normal budget process.

### OTHER COSTS

Miscellaneous Costs: All other costs associated with law enforcement services provided to Carnation for which the City of Duvall incurs an out of pocket expense shall be billed to the City of Carnation at the same rate as charged to the City of Duvall and included in the basic service fee.

Insurance Costs: In the event that the City of Duvall shall incur additional costs for liability or vehicle insurance associated with this Agreement, the City of Carnation shall reimburse Duvall for any such costs.

Equipment Costs: The City of Carnation has elected to purchase and maintain all capital equipment necessary for basic law enforcement functions to included marked police vehicles, radios, handguns, tasers, computer workstation and mobile laptop computer. Those costs are not included in the basic service fee and shall be assumed by the City of Carnation.

Replacement Costs: The City of Carnation shall reimburse the City of Duvall for its proportional share of replacement costs for any capital equipment such as vehicles, radio equipment, handguns, tasers, or computer hardware. Such costs will be charged to the City of Carnation as parts of its quarterly payments.

Jail Costs: The City of Duvall contracts with the City of Issaquah for a guaranteed two-bed minimum in the Issaquah Jail. The City of Carnation agrees to the share a one-bed minimum bed cost at a pro rated per capita of 30% (10 days). The charges for one bed minimum shall be paid in advance by the City of Duvall and billed quarterly to the City of Carnation. Should the City of Carnation exceed its pro rated share of 10 days and if Duvall has utilized its allotment, then the City of Carnation shall be charged the same daily rate that Duvall is charged for beds used on behalf of Carnation.

Prosecution and Public Defender Costs: The City of Carnation has elected to utilize the same services provided as the City of Duvall and shall be billed directly for those services. In the event the City of Carnation elects not to use such services, it shall be responsible for obtaining and paying for such other services.

Domestic Violence Advocate: The City of Carnation has elected to utilize the same service provider as the City of Duvall and will be billed directly for those services. In the event the City of Carnation elects not to use such services, it shall be responsible for obtaining and paying for such other services.

Uniform Equipment Costs: The City of Carnation agrees to reimburse the City of Duvall for all uniform start up costs for their share of FTE's.