TOWN OF EATONVILLE

Agenda Staff Report

Agenda Item No.:		Meeting Date:	July 14, 2014
Subject:	Resolution 2014-P Approving an Interlocal Agreement Between the Town of Eatonville and Pierce County For Law Enforcement Services	Prepared by:	Doug Beagle Town Administrator
		Atty Routing No:	018-14
		Atty Review Date:	June 18, 2014

Summary: The purpose of this interlocal agreement is to document an agreement with Pierce County whereby the County will provide a County employee and law enforcement official to serve as the Town's Police Chief (the "Contract Chief"). The Contract Chief will coordinate service delivery, attend Town Council and other meetings, prepare budget requests through coordination with the Town's budget staff, schedule and manage employees, maintain records and evidence, and generally managing law enforcement activities on behalf of the Town, and otherwise perform the duties set forth in Chapter 2.29 of the Eatonville Municipal Code. The term of the agreement is six months commencing July 1, 2014. The agreement will expire on December 31, 2014 unless both parties agree to extend the term. The total cost to the Town for these services is $25,000, which is payable monthly in six installments.

Recommendation: Staff recommends adopting Resolution 2014-P approving an Interlocal Agreement between the Town of Eatonville and Pierce County relating to law enforcement services.

Motion for consideration: I move to adopt Resolution 2014-P approving an Interlocal Agreement between the Town of Eatonville and Pierce County relating to law enforcement services.

Fiscal Impact: The Town will have a fiscal savings for the remainder of 2014 of approximately $6,000.00.

Attachments: Resolution 2014-P and an interlocal agreement between the Town of Eatonville and Pierce County relating to law enforcement services.

RESOLUTION 2014-P

A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON APPROVING AN INTERLOCAL AGREEMENT WITH PIERCE COUNTY RELATING TO LAW ENFORCEMENT SERVICES

WHEREAS, the Town possesses the legal authority and responsibility to provide law enforcement services to its citizens; and

WHEREAS, the Town's current police chief has stated his intent to resign his position and resume the duties of a patrol officer in the Town's police department.

WHEREAS, Pierce County (the "County"), through the Pierce County sheriff's department, provides law enforcement services to the citizens of Pierce County; and

WHEREAS, the County has the legal authority to extend its law enforcement services into the geographical area of the Town; and

WHEREAS, the Town desires to enter into an agreement with the County whereby the County, through the Sheriff, will provide law enforcement and administrative services to the Town and its inhabitants by assigning a Contract Chief to serve as the Town's Police Chief; and

WHEREAS, the Town agrees to contract for, and the County agrees to render such law enforcement services, through the Sheriff, pursuant to the terms of this Agreement; and

WHEREAS, RCW 39.34.080 and other Washington law authorizes any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; now, therefore;

THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: The interlocal agreement with Pierce County relating to law enforcement services, in the form attached hereto as Exhibit A, is approved.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this _____ day of July 2014.

_____
Mike Schaub, Mayor

ATTEST:

_____
Kathy Linnemeyer, Town Clerk

INTERLOCAL AGREEMENT BETWEEN PIERCE COUNTY AND THE TOWN OF EATONVILLE RELATING TO LAW ENFORCEMENT SERVICES

THIS AGREEMENT, is made and entered into between PIERCE COUNTY, a municipal corporation of the State of Washington, (hereinafter referred to as "the County") and the TOWN OF EATONVILLE, a municipal corporation of the State of Washington, (hereinafter referred to as "the Town").

WHEREAS, the Town's geographical boundaries lie within the County; and

WHEREAS, the Town possesses the power, legal authority and responsibility to provide law enforcement services to the citizens within its boundaries; and

WHEREAS, the County, through the Pierce County Sheriff's Department (hereinafter referred to as "Sheriff") provides law enforcement services to the citizens of Pierce County; and

WHEREAS, the County has the power and legal authority to extend its law enforcement services into the geographical area of the Town; and

WHEREAS, RCW 39.34.080 and other Washington law authorizes any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the Town desires to enter into an agreement with the County whereby the County, through the Sheriff, will provide law enforcement and related administrative services to the Town and its inhabitants by assigning a Contract Chief to serve as the Town's Police Chief; and

WHEREAS, the Town agrees to contract for, and the County agrees to render such law enforcement services, through the Sheriff, pursuant to the terms of this Agreement;

Now, therefore, it is hereby agreed as follows:

AGREEMENT

For and in consideration of the covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. BASE LEVEL SERVICES

The County will provide the following law enforcement services within Town geographical limits, rendering such services at the same level, degree and type as is customarily provided by the County in unincorporated Pierce County, unless otherwise set forth herein:

1.1 Administrative Services. Police administrative services shall be provided through the position of a part time Police Chief. These services shall include responsibility for the day-to-day operation of the Town's Police Department, attendance as required at Town

Council and other meetings, preparation and administration of a budget, supervision of law enforcement personnel, responding to media requests for information, and any other services normally required by the Town of its Police Chief.

2. ORGANIZATION

The County will provide the services identified in Section 1 through the following organization:

2.1 Service. Service will be provided through a specifically identified Sheriff's Contract Chief. The Contract Chief will handle the day-to-day operational concerns identified by the Mayor and/or the Town Administrator related to law enforcement. In addition, the Contract Chief will be available to the Town during mutually agreed upon days or hours, for law enforcement related activities such as meetings of the Town Council and other appropriate Town meetings.

2.2 Office Space. The Town will provide office space and related supplies/equipment for the Contract Chief assigned to the Town under this Agreement.

2.3 Police Chief. The Contract Chief will serve as the Town's Police Chief, coordinating service delivery, attending Town Council and other meetings, preparing budget requests through coordination with the Town's budget staff, scheduling and supervising employees, maintaining records and evidence, and generally managing law enforcement activities on behalf of the Town. The Contract Chief will be responsible for day-to-day supervision of Town law enforcement employees both directly and vicariously through other Town supervisors, according to the Town's rules, policies, procedures, and practices.

3. REPORTING

3.1 Crime Notices. The Contract Chief will promptly notify the Town Mayor and/or the Town Administrator in the event of a significant criminal occurrence within the Town or having a material impact on the Town.

3.2 Media Releases. The Town will prepare Media releases concerning law enforcement activities by Town officers, or the Contract Chief. Any release of information to the media that is deemed to be sensitive or likely to cause concern or alarm shall be provided to the Mayor and/or the Town Administrator prior to its release. All other routine media releases concerning law enforcement activities in the Town will be forwarded to the Mayor and/or the Town Administrator for review, concurrent with, or sooner than, the release to media. Information concerning performance under this Agreement shall not be released to the media by either party without first discussing the issues involved with the other party.

3.3 Public Records Requests. Responses to requests for public records shall be handled by the Town, pursuant to the Town's usual and customary procedures consistent with RCW 42.56 et. seq. The Town shall be responsible for any and all related claims or litigation. The Town and the County agree to cooperate and

assist each other in timely providing records concerning the subject matter of this agreement, but such cooperation is not intended to expand agency obligations beyond the requirements of RCW 42.56.

4. PERSONNEL AND EQUIPMENT

4.1 Independent Contractor. The County is acting hereunder as an independent contractor such that:

4.1.1 Except for operational assignments as set forth herein, standards of performance, supervision, discipline and all other aspects of performance of the Contract Chief serving under this Agreement shall be governed entirely by the County; and

4.1.2 The Contract Chief rendering services hereunder shall be considered an employee of the County for all purposes including maintaining in-service training requirements of the Sheriff.

4.2. Leave From Duty. If the Contract Chief assigned to the Town is absent from duty for a period of fourteen (14) consecutive days, the County will provide a replacement Contract Chief beginning on the 15th day, until such time as the Contract Chief assigned to the Town is able to return to his duties as Contract Chief.

4.2.1. The County shall provide the Town a credit for any hours the Contract Chief may be away on specialized service duties (i.e. marine services).

4.2.2. Any such extended absence shall not affect the ability of the Contract Chief to return to that assignment unless the Town invokes the replacement process set forth below in Section 6.

4.3. Equipment. All equipment required for the Contract Chief shall be agreed upon between the Town and the County.

5. PERFORMANCE REVIEW SCHEDULE

The Sheriff or the Sheriff's designee shall meet with the Town Mayor at least quarterly to discuss performance under this Agreement. The Town shall have an opportunity to comment on its satisfaction with the service delivered, as well as request adjustments or modifications. Performance evaluations of the Contract Chief performing under this Agreement shall be based on such input provided by the Town.

6. REPLACEMENT OF CONTRACT CHIEF

If the Town desires, the County will provide a replacement Contract Chief to serve as the Town's Police Chief upon receiving written request from the Town outlining reasons for said request. Such replacement shall be made within thirty (30) days of receipt of the written

request from the Town, unless a longer period is agreed to by the parties. Any written request by the Town for replacement of the Contract Chief shall be delivered to the Sheriff.

7. COST FOR SERVICES

7.1 Total Costs. Beginning the first date of assignment of the Contract Chief to the Town (anticipated to be July 1, 2014) until December 31, 2014, the cost for services shall be $25,000. In the event this Agreement is extended, the cost for services shall be subject to renegotiation.

7.2 Billing Procedure. The costs of services will be billed monthly on the first (1st) working day of the month by the County. The billing will equal one-twelfth of the annual amount (or appropriate fractions of the month – and one-sixth for the year 2014) for all services/functions. Payments by the Town will be due by the end of the current month. Monthly payments that are not paid within the above time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one half of one percent (.5%) per month. If an amount is in dispute, the Town will send payment for the undisputed amount according to the above schedule. Amounts in dispute will not be charged a delinquent penalty until one month after the dispute has been resolved.

7.3 Payments. Payments shall be made to:

Pierce County
Attention: Business Unit
County-City Building, 1st Floor
930 Tacoma Avenue
Tacoma, WA 98402

8. TOWN RESPONSIBILITIES

In support of the County providing the services described in Sections 1 and 2 above, the Town agrees to do the following:

8.1 Municipal Authority. The Town will hereby confer municipal police authority on the Contract Chief, who will be vested with the authority to enforce Town ordinances within Town boundaries and provide general law enforcement services for purposes of carrying out this Agreement.

8.2 Special Supplies. To supply, at its own cost and expense, any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the Town.

9. CONTRACT ADMINISTRATION

9.1 Town Council. The Eatonville Town Council will review issues of policy and confidential matters relating to law enforcement services within the Town.

9.2 Daily Operations. The Mayor, or his designee, shall be responsible for communicating with the Contract Chief as to the general direction and daily law enforcement operations within the Town.

9.3 Dispute Resolution. In the event of a dispute in the administration of this Agreement, the Mayor or the Town Administrator shall discuss the dispute with the County Sheriff, who will negotiate with the Mayor or the Town Administrator. If the Mayor or the Town Administrator and the Sheriff are unable to reach an agreed upon resolution, the dispute will be referred to the County Executive who will negotiate with the Mayor to resolve the dispute.

9.4 Arbitration of Disputes. If, after following the dispute resolution procedure described herein, the Mayor and the County Executive are unable to resolve a claim arising out of or relating to this Agreement or the alleged breach thereof, the dispute shall be submitted to arbitration in accordance with rules and procedures set forth in Chapter 7.04 RCW. The County and the Town will each appoint one arbitrator, who shall then jointly appoint the third. Judgment upon award rendered by the arbitrators may be entered into any court having jurisdiction thereof. The cost of arbitrating the dispute, including attorneys fees, will be borne equally by both parties.

10. TERM OF CONTRACT AND TERMINATION

This contract shall commence at 12:01 a.m. on July 1, 2014, and shall terminate at midnight on December 31, 2014. If the parties desire, this contract may renew for an additional period of 12 months upon such terms as the parties negotiate. Either party may initiate a process to terminate this Agreement as follows:

10.1 Written notice. The party desiring to terminate this Agreement shall provide written notice to the other party. Any party deciding to terminate shall provide not less than 60 days prior notice for reasons other than those identified in paragraph 13.

10.2 Transition Plan. Upon receipt of such notice, the parties agree to commence work on and to complete within thirty (30) days a transition plan providing for an orderly transition of responsibilities from the County to the Town over a minimum time frame of sixty (60) days. The transition plan shall identify and address personnel, capital equipment, workload and other issues related to the transition. Each party shall bear its respective costs in developing a transition plan.

10.3 Final notice. Upon completion of a mutually agreed upon transition plan, either party may provide official written notice of its intent to terminate this Agreement, consistent with the contents of the plan.

10.4 Return of Equipment. Upon termination of this Agreement, the County shall deliver to the Town any equipment that has been paid for with Town funds.

11. INDEMNIFICATION AND DEFENSE

The County shall defend, indemnify and hold harmless the Town, its officers, appointed or elected officials, employees and agents from any and all liability, loss, costs, claims, judgments, or awards of damages and expense including attorney's fees, resulting from the acts or omissions of the County, its officers, appointed or elected officials, employees, or agents associated with this Agreement. In executing this Agreement, the County does not assume liability or responsibility for the release of the Town from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of Town ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Town ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the Town shall defend the same at its sole expense and if judgment is entered or damages are awarded against the Town, the County, or both, the Town shall satisfy the same, including all chargeable costs and attorney's fees.

The Town shall defend, indemnify and hold harmless the County, its officers, appointed or elected officials, employees and agents from any and all liability, loss, costs, claims, judgments or awards of damages and expense including attorney's fees, resulting from the acts or omissions of the Town, its officers, appointed or elected officials, employees or agents associated with this Agreement. In executing this Agreement, the Town does not assume liability or responsibility for or release the County from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of County ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the County shall defend the same at its sole expense and if judgment is entered or damages are award against the County, the Town or both, the County shall satisfy the same, including all chargeable costs and attorney's fees.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County and the Town, its officers, officials, employees, and volunteers, the County's liability hereunder shall be only to the extent of the County's negligence.

The terms of this Section 11 Indemnification and Defense, shall survive the termination or expiration of this Agreement.

12. NO THIRD PARTY BENEFICIARY

The County does not intend by this Agreement to assume any contractual obligations to anyone other than the Town, and the Town does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and the Town do not intend that there be any third-party beneficiary to this Agreement and nothing in this Agreement shall be construed to create a liability or a right of indemnification by any third party.

The terms of this Section 12 No Third Party Beneficiary, shall survive the termination or expiration of this Agreement.

13. INSURANCE COVERAGE

The Town shall maintain at all times during the course of this Agreement a general liability insurance policy or other comparable coverage with a policy limit of not less than $2,000,000.00 per occurrence and not less than $2,000,000.00 aggregate limits.

The County shall maintain at all times during the course of this Agreement a police professional liability and auto liability insurance policy with a self-insured retention of no more than $2,000,000.00 and a policy limit of not less than $5,00,000.00 per occurrence and not less than $5,000,000.00 aggregate limits.

Both parties agree to provide proof of insurance to the other party upon request. Failure to maintain the agreed upon coverage and or provide proof of the same within two business days after the date of request for proof shall be grounds for immediate termination of the agreement notwithstanding paragraph 10.1.

14. NON-DISCRIMINATION POLICY

The County and the Town agree not to discriminate in the performance of this Agreement on the basis of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or veteran status, or the presence of any physical, mental, or sensory handicap. The County and the Town certify that they are Equal Employment Employers.

15. ASSIGNMENT

Neither the County nor the Town shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

16. NOTICE

Any formal notice or communication to be given by the County to the Town under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Town of Eatonville
Mayor's Office
201 Center Street
P.O. Box 309
Eatonville, WA 98328

Telephone: (360) 832-3361 x0
Facsimile: (360) 832-3977

Any formal notification or communication to be given by the Town to the County under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Pierce County Sheriff's Department

County City Building, 1st Floor
930 Tacoma Avenue South
Tacoma, Washington 98402-2100

Either the Town or the County giving notice thereof to the other as herein provided may change the name and address to which notices and communications shall be directed at any time by giving written notice to the other party.

17. COUNTY AS INDEPENDENT CONTRACTOR

County is and shall at all times be deemed to be an independent contractor. No portion of this Agreement shall be construed as creating a relationship of employer and employee, or principal and agent, between the Town and the County, or any of the County's agents or employees. The County shall retain all authority for rendition of services, standards of performance, control of contracted employee, and other matters incident to the performance of services by the County pursuant to this Agreement.

Industrial Insurance Coverage: The County shall provide or purchase industrial insurance coverage for its contracted employees prior to performing work under this contract. The Town will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any subcontractor or employee of the County which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the County; the Contractor shall indemnify the Town of Eatonville and guarantee payment of such amounts.

Nothing in this Agreement shall make any employee of the Town an employee of the County, or any employee of the County an employee of the Town for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded to employees of the County or of the Town by virtue of their employment.

18. WAIVER

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of the Agreement. No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby.

19. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

20. AMENDMENT

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless

made in writing, formally approved and executed by duly authorized agents of both parties.

21. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING

This Agreement does not provide for the joint acquisition, holding or disposal of any real or personal property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for joint or cooperative undertakings pursuant to this Agreement.

22. FILING

Copies of this Agreement may be filed with the Eatonville Town Clerk, and the Pierce County Auditor.

23. SEVERABILITY

If any provision of this Agreement shall be held illegal, invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

24. GOVERNING LAW AND VENUE

The parties hereto agree that the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and in the event of dispute, the venue for any action brought hereunder shall be in the Pierce County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of July, 2014.

Town of Eatonville

_____

Mayor Mike Schaub Date

_____

Town Clerk Date

Pierce County
Approved as to legal form only:

_____

Prosecuting Attorney Date

Recommended:

_____

Budget and Finance Date

Approved:

Department Director *(less than $250,000)*	Date
County Executive *(over $250,000)*	Date