

THIS AGREEMENT is made and entered into on the later of the dates of signature inscribed at the foot hereof:

– By and between –

Lewis County, % Karri Muir, CMC, Clerk of the Board of County Commissioners, 351 NW North Street, Chehalis, Washington 98532;

– and –

City of Centralia, % Deena Bilodeau, CMC, City Clerk, 118 W Maple St, P.O. Box 609, Centralia, Washington 98531;

– and –

City of Chehalis, % Judy Schave, CMC, City Clerk, 350 North Market Boulevard, Chehalis, Washington 98532.

WITNESSETH:

WHEREAS the parties hereto recognize that it is in the best interest of their respective citizens, residents, and taxpayers for their respective police departments and sheriff's office to continue to work cooperatively, in appropriate instances, to deter and investigate crime, to apprehend offenders, and otherwise to fulfill their respective missions; and

WHEREAS operational details of such cooperative endeavors in the field of law enforcement will change over time, and will remain within the professional competence of the parties' respective chief law enforcement officers; and

WHEREAS it is the responsibility of the parties' respective governing bodies to anticipate and facilitate such cooperative relationships by providing for the allocation of financial and material risk which may arise from such cooperative endeavors; and

WHEREAS the parties desire to create a structure of interlocal cooperation to which other units of local government may adhere in future.

THEREFORE, the parties agree as follows:

Interlocal Compact for Cooperation in Law Enforcement
and Related Activities of 2015.

AGREEMENT:

1. **Short title.** This document may be referred to as the Interlocal Compact for Cooperation in Law Enforcement and Related Activities of 2015. This Compact is an Interlocal Agreement subject to the Interlocal Cooperation Act of the State of Washington, set forth in title 39, chapter 34 of the Revised Code of Washington. It is referred to hereinafter as the "Compact".

2. **Authority for operational cooperation.** The chief law enforcement officers ("CLEOs") may, from time to time, elect to collaborate between or among themselves for any purpose or purposes within their respective spheres of responsibility. In any such instance, the provisions of this Compact shall apply.

(a) Should other units of local governments become parties to the Compact in future, then such collaboration may continue among the CLEOs (or other chief operating officers ("COOs") of the parties hereto. The term "chief operating officers" may include fire chiefs, directors of public hospital districts, school superintendents, and like officers of other units of local government.

3. **Joint units.** In the event that such collaboration takes the form of the creation of a joint unit or taskforce ("joint unit"), then each CLEO shall assign appropriate trained and equipped personnel to serve as members of any such unit or taskforce. Such personnel shall be certified law enforcement officers or other appropriately qualified personnel in good standing with each agency.

4. **Supervisors of joint units.** Each joint unit shall be led by a designated supervisor, who shall be appointed and assigned by agreement between the respective CLEO's. Such supervisor shall provide such direction to the members of such unit or taskforce (regardless of their agency of employment) as is necessary and customary within the law enforcement community.

5. **Sole employer.** Each party shall remain responsible for the salary, personnel benefits, and associated costs of each person it assigns to a joint unit. Each person assigned to the unit shall remain the sole employee of the party which employs that person; and he or she shall remain fully responsible to that agency/jurisdiction, and shall continue to fully comply with all rules, regulations, policies, procedures, and customs of his/her employer and the unit. It is not the intent of this Compact to establish an employment or other legal relationship between the parties and any member of any joint unit, nor between any particular officer/member of the unit and any agency/jurisdiction,

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nor shall it be so construed or implied. Neither appointment to a joint unit nor appointment to any particular position or role within such unit shall entitle an employee to any increased and/or additional employment rights and/or benefits beyond those which are granted to him or to her by his or her employer, Civil Service Commission, and/or applicable collective bargaining agreement (if any).

8. Employee evaluation. Each joint unit's designated supervisor will provide information to each unit member's agency relevant for normal employee evaluation purposes, as well as for all other work-related purposes as necessary and/or requested. Each party shall be responsible for such other and/or further employee evaluation as it may require.

a) A unit supervisor may decline to accept the appointment of any person appointed to a joint unit by any party hereto, and such supervisor may terminate the appointment of any unit member following his or her appointment to a joint unit. However, no such termination may occur, except in an emergency, prior to consultation between the unit supervisor, the CLEO (or designee) of the appointee's agency, and the CLEO (or designee) of the unit supervisor's agency. No such action by a unit supervisor shall be deemed a disciplinary measure or action. Each party may remove any of its employees from a joint unit at any time, as it may deem the interests of its agency to require.

b) The party employing each member of the unit shall retain all disciplinary authority over its employees, including disciplinary authority in respect of acts arising out of or relating to service on the Unit.

c) The unit supervisor, and/or his designee, shall be responsible for the development, implementation, and maintaining unit policies and procedures. A review of such policies and procedures shall be conducted annually the CLEOs of the agencies whose members comprise the unit.

9. Civil forfeitures. In the event that the activities of any joint unit are reasonably likely to lead to civil actions for the forfeiture of any goods or property, then the CLEO's of the agencies whose personnel staff that joint unit shall confer and attempt to agree upon a method for determining jurisdiction in such actions, as well as a just formula for apportioning the costs and proceeds of any such proceedings. The CLEO's shall involve their respective city attorneys' offices or county prosecutor's office in such discussions, when and as appropriate. If agreement cannot be reached, then the parties shall attempt to resolve any differences through mediation.

10. **Mutual Indemnity.** To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteer harmless from and against any and all claims, damages, losses and expenses, including, but not limited to, court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, bodily injury, sickness, disease or death, and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

a) In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

11. **Survival of Indemnity Obligations.** The parties agree all indemnity obligations shall survive the completion, expirations and termination of this Compact and shall run through the statute of limitations for any claim which may be brought forward.

12. **Waiver of Immunity.** It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Compact.

13. **Industrial Insurance Coverage.** All parties to this Compact shall provide or purchase industrial insurance coverage prior to performing work under this agreement. The parties will each be responsible for payment of industrial insurance premiums and for any claims or benefits for their employees which might arise under the industrial insurance laws during the performance of duties and services under this Compact.

14. **Insurance Requirements.** Both parties shall procure and maintain, for the duration of this Compact, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the parties and their respective employees. The minimum scope of insurance is described below:

a) *Automobile Insurance* – Each party shall provide self-insurance or risk pool coverage covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

b) *Commercial General Liability Insurance* – Each party shall provide self-insurance and risk pool coverage covering liability with limits of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. In the alternative, it may elect to provide commercial general liability coverage through an insurer licensed to do business in the State of Washington with the same policy limits.

15. Term of this compact. The terms of this Compact shall remain in effect until amended, modified, or cancelled by agreement of seventy-five percent (75%) the parties hereto at any point in time.

16. Withdrawal. Any party may withdraw from this Compact upon providing each of the other units of local government who then are parties thereto with thirty (30) days written notice thereof.

17. Further parties to this Compact. With the consent of not less than seventy-five percent (75%) of the units of local government which are parties to this Compact at the time, any other unit of local government may become a party to this Compact upon its ratification by the governing body of such unit and the recording of such instrument of ratification with the Lewis County Auditor and with the Auditor of the county or counties in which such unit of local government is located. As used in this Compact the term "unit of local government" includes any municipal or quasi-municipal corporation of the State of Washington; more particularly but without prejudice to the generality of the foregoing, the term includes any county, city, town, fire district, school district, or other special district. The term also includes any Federally-recognized Indian tribe whose lands are located in whole or in part within the State of Washington.

18. Amendments. Any party to this Compact may request an amendment to any of its provisions. No amendments to this Compact shall be valid or binding unless approved by seventy-five percent (75%) of the units of local government which are parties to it at the time, and signed by their respective authorized representatives.

19. Execution. This Compact shall be executed in quadruplicate (4) original counterparts.

a) One counterpart shall be tendered to each Party hereto.

b) Within ten (10) days of its execution, the Lewis County Sheriff shall cause an original counterparts to be recorded in the records of the Lewis County Auditor's Office pursuant to RCW 39.34.040.

20. **Notices.** All notices which any party may wish to tender to any other party pursuant to this Compact shall be in writing and shall be sent by Certified U.S. Mail to the chief executive officer of the other party. In this Compact the term "chief executive officer" means a mayor, chairperson of a board of county commissioners, county executive, chairperson of a fire district or of a school district, or the holder of a like office within a unit of local government.

21. **Warrant of Authority.** Each Party warrants that its governing body has ratified this Compact and in such has authorized the person identified below to sign this Compact on its behalf.

22. **Entire Agreement.** This Compact:

- a) Contains the entire understanding of the parties with respect to the subject matter covered,
- b) supersedes all prior and contemporaneous understandings, and
- c) may only be amended in accordance with the provisions set out above.

23. **Records Retention.** All records of each party concerning any joint unit, and concerning that party's participation in that joint unit, shall be retained by the respective entities for at least ten (10) years. Records may be retained in any form, including native computer file format or digitized scans of paper documents.

24. **Public Records Act.** The parties shall assist one another to fulfill all obligations of each party to this Compact under the Washington Public Records Act (Chapter 42.56 of the Revised Code of Washington).

- a) The parties recognize that under that Act, each party has a duty to provide third parties with access to all documents (defined broadly), "containing information relating to the conduct of government," and that this obligation extends to documents in the sole possession of any party and used by it, and/or by any other party to this Compact, for purposes relating to this Compact.

b) In the event any party receives notice from any other party that the requesting party has received a demand for one or more documents which the requesting party has not been able to locate in its files, and that the requesting party is obliged to release pursuant to the Public Records Act, then, if those documents (or any of them) are in the possession of the other party, that other party shall provide copies of those documents to the requesting party within five (5) business days of being requested to do so; or, within five (5) business days, it shall notify the requesting party of when, acting with all reasonable haste, it will be able to provide the requesting party with copies of those documents. The other party then shall actually provide copies of those documents to the requesting party by such date.

c) In the event that a party fails to fulfill its obligations pursuant to this section, and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon another party for violation of the Public Records Act, then the party in breach of such obligations shall indemnify the other party for that penalty, as well as for all costs and attorney fees incurred by that party in the litigation giving rise to such penalty.

d) The obligations created by this section shall survive the termination of this Compact.

25. **Arbitration.** Any dispute between or among the parties arising out of or relating to this Compact shall be resolved through mandatory arbitration in Tacoma, Washington, pursuant to the arbitration rules of the Washington Arbitration and Mediation Service ("WAMS"), before an arbitrator selected pursuant to those Rules.

26. **Choice of Law and Venue.** This Compact is made originally within Lewis County, Washington. It shall be construed in accordance with the laws of the State of Washington (excluding Washington's choice of law rules) and of the United States of America. Any action to enforce any rights or obligations created by this Compact or to construe this Compact shall be brought in the Superior Court of Washington for Lewis County in Chehalis, or in the United States District Court for the Western District of Washington in Tacoma.

27. **Survival of Agreement.** This Compact shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and (to the extent assignment is permitted by this Compact) their assigns. The terms, conditions, and warranties contained in this Compact that by their sense and context are intended to

survive the completion of the performance, cancellation, or termination of this Compact shall so survive.

28. **Severability.** If any provision of this Compact is found to be contrary to law or public policy, or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.

29. **Waiver.** Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Compact unless stated to be such in writing and signed by the Parties hereto or by their authorized representatives.

30. **Assignment and Delegation.** No party may assign any benefit nor delegate any duty provided for, anticipated, or arising out of by this Compact without the prior express written consent of at least seventy-five percent (75%) of the parties hereto at the time when such consent comes to be required.

31. **Rules of Interpretation.** No provision of this Compact shall be interpreted or construed for or against any party because that party or its legal representative drafted that provision. This Compact shall be construed as if jointly prepared by all of the entities which are parties hereto at the time when this Compact comes to be interpreted or construed.

32. **Merger.** This Compact contains all of the terms and conditions of the parties' agreement as to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Compact shall be deemed to exist or to bind the parties hereto.

33. **Headings.** In this Compact section and sub-section headings appear for convenience of reference only, and they shall not be used or considered in construing the terms hereof.

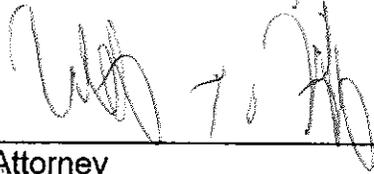
IN WITNESS WHEREOF the parties hereto have executed this agreement on the dates indicated below.

CITY OF CHEHALIS

By: 
Merlin G. MacReynold
City Manager

Date: 5/19/2015

Reviewed as to form by:


City Attorney

Date: 5/19/15

CITY OF CENTRALIA

By: 
Rob Hill
City Manager

Date: _____

Reviewed as to form by:


City Attorney

Date: 5-19-15

LEWIS COUNTY

By: 
Edna J. Fund, Chair
Board of County Commissioners

Date: 5/18/15

Approved as to both form and substance by:


J. David Fine,
Senior Civil Deputy Prosecuting Attorney

Date: 5/18/15

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