

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BETWEEN CITY OF WINLOCK AND CITY OF TOLEDO**

THIS AGREEMENT for law enforcement services is made and entered into this 8<sup>TH</sup> day of August, 2022, by and between the CITY OF WINLOCK, a Washington municipal corporation, with its principal offices at 323 NE 1st St, Winlock, WA 98596, hereinafter referred to as “Winlock”, and the CITY OF TOLEDO, a Washington municipal corporation, with its principal offices at 130 North Second Street, Toledo, WA 98591, hereinafter referred to as “Toledo.” This Agreement is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW).

RECITALS:

WHEREAS, the respective jurisdictions of Winlock and Toledo are in close proximity to one another; and

WHEREAS, Toledo possesses the power, authority, and responsibility to provide law enforcement services within its jurisdictional boundaries; and

WHEREAS, Toledo desires to contract with Winlock to provide such law enforcement services to Toledo for a temporary time until Toledo is able to hire a new Chief of Police; and

WHEREAS, the Parties hereto understand, acknowledge, and agree this Agreement is intended to be temporary, and is not to be of a permanent nature; and

WHEREAS, Winlock is capable of providing, and is willing to provide, law enforcement services to Toledo; and

WHEREAS, Winlock and Toledo understand, acknowledge, and agree that each are empowered to enter into this Agreement under the Interlocal Cooperation Act, as codified in Chapter 39.34 RCW.

NOW, THEREFORE, In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION

The Agreement shall take effect on August 9<sup>TH</sup>, 2022, or as soon thereafter as all of the following events have occurred (“Commencement Date”):

1.1. Approval of the Agreement by the official action of the governing bodies of each of the Parties;

1.2. Execution of the Agreement by the duly authorized representative of each of the Parties; and

1.3. Filing a copy of this Agreement or posting a copy of this agreement to the Parties websites or recording a copy with the County Auditor as required by RCW 39.34.040.

2. TERMINATION

This Agreement shall terminate as follows:

- 2.1. On December 31, 2022, at 11:59 p.m.; or
- 2.2. On a specific date and time, upon written mutual agreement of Winlock and Toledo; or
- 2.3. Winlock may terminate this agreement at any time, without cause, by delivering ten (10) days or more written Notice of Termination to the Mayor or City Clerk of Toledo at Toledo City Hall during normal business hours, Monday through Friday (holidays excepted). In absence of the Mayor or City Clerk, such Notice may be served upon any employee at City Hall. In the absence of the Mayor, City Clerk, and any employees, then by conspicuously affixing such Notice to the front door of Toledo City Hall, and by mailing such Notice to Toledo, first class, postage prepaid. Said Notice of Termination shall specify the date of termination.
- 2.4. Toledo may terminate this agreement at any time, without cause, by delivering ten (10) days or more written Notice of Termination to the Mayor, City Clerk, or Chief of Police of Winlock at Winlock City Hall during normal business hours, Monday through Friday (holidays excepted). In the absence of the Mayor, City Clerk, or Chief of Police, such Notice may be served upon any employee at City Hall. In the absence of the Mayor, City Clerk, and any employees, then by conspicuously affixing such Notice to the front door of Winlock City Hall, and by mailing such Notice to Winlock, first class, postage prepaid. Said Notice of Termination shall specify the date of termination.
- 2.5. This agreement may be renewed only by written agreement approved by both Toledo City Council and Winlock City Council.

### 3. SERVICES

Winlock shall provide law enforcement services for the citizens of Toledo, to include the following:

- 3.1. Provide law enforcement services for Toledo which are normally and routinely provided by Winlock, including but not necessarily limited to, investigations, emergency response, civil and warrant services, evidence, administration duties, and routine patrol.
- 3.2. Unless otherwise provided herein, Winlock shall furnish all personnel and any and all other items necessary to accomplish the levels of law enforcement service anticipated by this Agreement.
- 3.3. Enforcement of statutes of the State of Washington, ordinances of Lewis County, and ordinances of the City of Toledo, as are enforced by law enforcement within the City of Toledo.
- 3.4. Decision making authority concerning the law enforcement services to be provided under this Agreement shall be solely vested in the Winlock Chief of Police and the Mayor of the City of Toledo, jointly.

- 3.5. Provide to Toledo monthly reports of activity for the purposes of accounting for services rendered hereunder.
- 3.6. To routinely assign the same law enforcement officer to Toledo. The parties hereto understand and acknowledge unscheduled events (sickness, emergency, personnel change, etc.) may interfere with the ability or feasibility of Winlock routinely assigning the same law enforcement officer. Likewise, the parties hereto understand and agree scheduled events (shift change, training, vacation, court appearances, etc.) may interfere with the ability of feasibility of Winlock routinely assigning the same law enforcement officer.
- 3.7. To ensure law enforcement officers respond to emergency or priority calls within the City of Toledo, regardless of law enforcement officers being on-duty or off-duty.

#### 4. PERSONNEL AND EQUIPMENT

Winlock and Toledo agree that:

- 4.1. Control of personnel, standards of performance, discipline and all other aspects of employee performance provided, shall be solely vested in Winlock.
- 4.2. All persons rendering service hereunder shall be for all purposes employees of Winlock, or, in the event of service pursuant to a mutual aid agreement, of the jurisdiction providing the mutual aid.
- 4.3. All liabilities for salaries, wages, overtime, or other compensation, injury, sickness, or other personnel related matter shall be that of Winlock.
- 4.4. Winlock shall ensure each law enforcement officer is properly equipped to perform services under this Agreement.
- 4.5. Toledo shall provide a working office space within the City of Toledo to be utilized as needed by law enforcement officers. Toledo shall ensure such working office space is properly equipped.

#### 5. COMPENSATION

In consideration of the services to be rendered as provided in the Agreement, Toledo promises to pay Winlock as follows:

- 5.1. Toledo shall pay Winlock \$24.00 per hour for 80 hours of Winlock P.D. time spent on behalf of Toledo per week. Toledo shall pay Winlock \$114.00 per call-out when not on duty. Toledo shall pay Winlock a base rate of \$1,920.00 per week (80 hours x \$24.00 per hour = \$1,920.00). for the purpose of determining hours of Winlock P.D. time spent on behalf of Toledo, a "month" shall commence on the first day of a calendar month and shall end on the last day of the same calendar month.
- 5.2. Toledo shall remit payment to Winlock within fifteen (15) days of receiving invoice from Winlock.

6. ADMINISTRATION OF AGREEMENT

- 6.1. Winlock hereby designates its Chief of Police as its representative to this Agreement. Toledo hereby designates its Mayor as its representative to this Agreement. Implementation, administration, and management of this Agreement shall be jointly vested in the representatives.
- 6.2. The representatives shall jointly have the authority and power to: implement, administer, and manage the operations of the undertakings set forth in this Agreement; act as liaison between Winlock and Toledo; deliver and receive notices, communications and/or press releases to the public, media, personnel and/or Winlock and Toledo.
- 6.3. The representatives shall not have the authority or power to modify or revise the terms of this Agreement. However, the representatives shall have the authority and power to propose modifications or revisions to this Agreement, as well as agreements that supplement this Agreement. Any such proposals by the representatives shall have no force or effect until the city councils of the parties hereto have approved the same.

7. NOTICE

Each party to this Contract shall have a notice representative. Each party may change its notice representative upon providing written notice to the other party. The parties' notice representatives are as follows:

For WINLOCK:

Name of Representative:	BRANDON SVENSON	STEPHEN VALENTINE
Title:	Mayor	Chief of Police
Mailing Address:	323 NE 1 <sup>st</sup> Street	323 NE 1st Street
City, State and Zip Code:	Winlock, WA, 98596	Winlock, WA 98596
Telephone Number:	(360) 785-3811	

For TOLEDO:

Name of Representative:	STEVE DOBOSH
Title:	Mayor
Mailing Address:	P.O. Box 236
City, State and Zip Code:	Toledo, WA, 98591
Telephone Number:	(360) 864-4564

8. INSURANCE

Each party hereto shall carry for the duration of this agreement insurance with the following minimums:

General Liability, Property/Auto Damage, False Arrest: As required and provided through Associated Washington Cities/Risk Management Service Agency for both cities.

## Industrial Insurance: Through Washington State Labor and Industries

It is understood that each of the parties hereto may fulfill the requirements set forth in this section either by way of self-insurance, an authorized insurance pool, or by an insurance provider authorized to do business in the State of Washington.

### 9. HOLD HARMLESS AND INDEMNIFICATION

Winlock agrees to hold harmless, indemnify, and defend Toledo, its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof Toledo may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments, caused by or arising out of Winlock's acts, errors or omissions in the performance of this Agreement.

Toledo agrees to hold harmless, indemnify, and defend Winlock, its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof Winlock may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments, caused by or arising out of Toledo's acts, errors or omissions in the performance of this Agreement.

Toledo further agrees to hold harmless, indemnify, and defend Winlock, its officers, officials, employees, and agents, from and against any and all third-party claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof that may arise as a result of the lawful actions taken by law enforcement personnel while performing law enforcement services within the City of Toledo pursuant to this Agreement.

Nothing herein shall require a party to indemnify and hold harmless the other party from any claim or action at law or in equity based solely on the conduct of the other party, its officers, officials, employees, and agents. In the event of the concurrent negligence of the parties, the party's respective obligations hereunder shall apply only to the percentage of fault attributable to such party, its officers, officials, employees, and agents.

### 10. PROPERTY OWNERSHIP

Winlock and Toledo do not anticipate jointly purchasing or acquiring any real or personal property solely because of this Agreement. Provided, if Winlock and Toledo desire to jointly acquire any personal or real property, then such transaction shall first be approved by each city council. Provided further, if Winlock and Toledo do jointly purchase or acquire any personal or real property, then upon termination of this Agreement, any jointly purchased or acquired property shall be disposed of in such manner as may be agreed upon between Winlock and Toledo. If the parties hereto cannot agree on disposition of jointly purchased or acquired property, then such disagreement shall constitute a dispute to be resolved through Dispute Resolution as set forth herein.

### 11. VENUE

This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in a mediation, arbitration, lawsuit or judicial proceeding for the enforcement or interpretation of this Agreement or any provision herein shall be instituted and maintained only in courts of competent jurisdiction in Lewis County, Washington.

12. MODIFICATION

No changes or modification to this Agreement shall be valid or binding upon parties to this Agreement unless such changes or modifications are in writing and executed by each party. Winlock may require a modification to Section 4 (Compensation) of this Agreement based on any change in cost to Winlock in performing law enforcement services to Toledo under this Agreement. Any such modification required by Winlock shall be subject to review by the Toledo City Council. Any such modification required by Toledo shall be subject to review by the Winlock City Council. In the event the parties hereto cannot agree on such a modification, then such disagreement shall constitute a dispute to be resolved through binding Dispute Resolution as set forth herein.

13. DISPUTE RESOLUTION

Winlock and Toledo shall resolve any dispute arising by way of this Agreement through any alternative dispute resolution process, including, but not limited to, mediation and arbitration as set forth in Chapter 7 RCW. In the event such dispute remains unresolved after exhaustion of the alternative dispute resolution process, any party may pursue any other remedy, including those available at law or in equity.

14. SEVERABILITY

It is understood and agreed by the parties hereto that if any term of this Agreement is declared invalid, the validity of the remaining terms of this Agreement shall not be affected and the rights and obligations of the parties shall be construed as if this Agreement did not contain the invalid term. If it should appear that any term herein conflicts with any statutory provision(s) of the State of Washington, said term shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be modified to conform to such statutory provision(s).

15. EXTENT OF AGREEMENT

This agreement contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this agreement between the parties hereto.

16. WAIVER

Waiver by either Party of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of the right to require future strict performance of that provision or any other provision.

17. EQUAL OPPORTUNITY EMPLOYER

Winlock warrants that the City of Winlock is an equal opportunity employer and has an affirmative action plan.

18. ATTORNEY'S FEES AND COSTS

If either City commences litigation against the other to enforce any provision of this Agreement or to redress any breach hereof, the prevailing City in such litigation shall be entitled to recover from the other Party its costs and reasonable attorney's fees incurred in such litigation.

19. ASSIGNMENT

Neither Party shall assign any obligations or rights under this Agreement without the express written consent of the other.

20. NO SEPARATE LEGAL ENTITY CREATED

This Agreement creates no Joint Board and no separate legal entity.

21. NO SEPARATE OR JOINT BUDGET CREATED

No separate or joint budget is created by the Agreement, and this Agreement does not contemplate acquisition or disposal of any property.

22. ENTIRE AGREEMENT.

This Agreement constitutes the final and completely integrated agreement between the Parties concerning the subject matter herein and shall supersede all prior agreements, oral or otherwise. No modification or amendment of this Agreement shall be valid or effective unless evidenced in writing and signed by both Parties.

23. HEADINGS NOT CONTROLLING

The headings in the Agreement are for convenience only and shall not affect the meaning of the terms as set out in the text.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to become effective on the day and year set forth above.

CITY OF WINLOCK

BY: 

BRANDON SVENSON, Mayor

Attest: 

Penny Jo Haney, City Clerk

CITY OF TOLEDO

BY: 

STEVE DOBOSH, Mayor

Attest: 

Deavon Jacobson, City Clerk

Accepted by Winlock City Council on:

Accepted by Toledo City Council on: