

**AGREEMENT FOR POLICE SERVICES  
PURSUANT TO THE INTERLOCAL COOPERATION ACT  
CHAPTER 39.34 RCW**

WHEREAS, the City of Edmonds, Washington is an optional code city constituted in accordance with the provisions of Title 35A of the Revised Code of Washington; and

WHEREAS, the Town of Woodway is a Town organized pursuant to certain provisions of Title 35 of the Revised Code of Washington; and

WHEREAS, Chapter 39.34 of the Interlocal Cooperation Act authorizes public agencies, including municipal corporations, to exercise their respective powers and any power capable of being exercised by either party pursuant to an interlocal agreement; and

WHEREAS, the City Council of the City of Edmonds and the Town Council of the Town of Woodway deem it to be in the public interest to enter into an interlocal agreement for the provision of police services in accordance with the terms and conditions set forth therein; and

NOW, THEREFORE, in consideration of the promises set forth in this interlocal agreement and the mutual benefits to be derived, the City of Edmonds, Washington, (hereinafter "Edmonds") and the Town of Woodway, (hereinafter "Woodway") have entered into this interlocal agreement in accordance with the provisions set forth below:

**I. TERM**

THIS AGREEMENT for Police Services ("Agreement") shall have a three (3) year term commencing on January 1, 2015 and expiring on December 31, 2017.

1.1 This Agreement may be terminated by either party without cause by the provision of ninety (90) days written notice addressed to the respective City or Town Clerk, at his/her regular business address.

1.2 This Agreement may be terminated by either party for cause if, but only if:

1.2.1 Prior written notice of an alleged breach of the terms of the Agreement is provided to City or Town Clerk; and

1.2.2 The breach is not cured within 48 hours of the actual receipt of the written notification of breach.

**II. SERVICES TO BE PROVIDED**

THIS AGREEMENT does not create a separate entity for the provision of services. Rather it is the intent of the parties that Edmonds shall provide back-up police services as

described herein when a Woodway officer is not on duty or is otherwise unavailable to respond to the call. In such event, the Southwest Snohomish County Communications Agency ("SNOCOM") shall dispatch an Edmonds officer in or on an appropriate vehicle and with appropriate back-up when needed for:

2.1 All priority one (1) in-progress calls, which currently include, but are not limited to, abduction, bank alarm, robbery hold-up alarm, assault, assault with weapon, burglary, fight with weapon, hostage situation, prowler, rape, robbery and strong-arm robbery; and/or

2.2 Priority two (2) in-progress calls, which currently include, but are not limited to, theft, threats to life or property, residential alarms, panic alarms, suspicious persons, suspicious circumstances, traffic accidents, and 911 hang-up calls.

2.3 Priority one and priority two calls shall be defined in accordance with the definition established for such calls by SNOCOM, such definitions to be incorporated by this reference as fully as if herein set forth. The determination of SNOCOM regarding the characterization of any call shall be final and determinative.

2.4 If a Woodway police officer is on regular scheduled duty and back-up is required, the Edmonds police department will continue to assist, if an officer is available, at no charge, in accordance with other existing mutual aid agreements.

### **III. RESPONSIBILITIES OF THE PARTIES**

3.1 The Edmonds Police Department shall:

3.1.1 Conduct an initial investigation of incidents;

3.1.2 Assist victims and witnesses at the crime scene;

3.1.3 Preserve crime scenes;

3.1.4 Take reports on minor incidents;

3.1.5 Provide a written report on every dispatched call; and

3.1.6 As required, attend and testify at any prosecution arising from the call.

3.2 The Woodway Police Department shall:

3.2.1 Provide any follow-up investigation, report or action required relative to an assault, burglary or crime with possible suspects by call-out of a Woodway police officer.

3.2.2 Provide any crime scene investigation regarding burglaries, multiple property crimes, serious accidents, or similar events of a serious or felonious nature.

3.2.3 Call out an officer to provide service in the event that arrest and booking of a suspect is required. Woodway police department citation forms shall be used and an "assist other agency" report and statement prepared. If no Woodway police department officer is reasonably available, an Edmonds citation form may be used. In such event, the Edmonds police department policy regarding issuance of citations on state charges shall be followed.

3.2.4 Retain evidence at the Woodway police department.

3.2.5 Refer juveniles to the Woodway police department for processing, including appropriate report and referral.

#### **IV. OVERSIGHT AND REPORTING**

4.1 The Edmonds and Woodway Police Departments' Chiefs of Police, or their designees, shall act as administrators of this Agreement for purposes of RCW 39.34.030.

4.2 A written report shall be provided by Edmonds regarding all calls to which an Edmonds officer is dispatched.

4.3 The original shall remain with the Edmonds police department.

4.4 Copies shall be sent immediately to the Woodway police department.

#### **V. EMERGENCY SITUATIONS**

No Special Duty or Third Party Right Created. The parties understand and agree that in the event of an emergent situation in Edmonds, services under this Agreement may be delayed or suspended. Nothing herein shall be interpreted to create any third party right, nor is any special duty to any third party, private party, person or entity created as a result of this Agreement.

#### **VI. BILLING PROCESS**

6.1 Woodway shall pay to Edmonds the sum of \$3,060.00 per month for the services provided by Edmonds under the terms of this Agreement, which sum shall include a maximum of ten (10) calls, for the first year of this Agreement. For the second and third years, this monthly amount will be adjusted yearly by 100% of the CPI-U June to June Index for Seattle-Tacoma-Bremerton. Services for additional calls beyond the first ten shall be assessed at a flat rate of \$100.00 per fifteen (15) minute increment for the Edmonds officer's time based on the nearest 15 minute increment of time spent on the call. This flat rate shall be in effect for the entire term of the Agreement.

6.2 If a call requires more than one Edmonds officer to respond, and that additional officer(s) is on the Woodway call in excess of 15 minutes from time of arrival, an additional cost will be assessed for police services at the flat rate of \$100.00 per fifteen (15) minute increment for each additional officer(s) time based on the nearest 15 minute increment. The individual officer's unit history will be used for the record for time spent in Woodway.

6.3 Edmonds shall provide a detailed quarterly billing which shall include at a minimum the Edmonds police department case number and the date of the incident. Payment shall be remitted within 30 days of billing. In the event of a dispute regarding billing, the parties agree to submit the dispute to binding arbitration or such other form of alternative dispute resolution (mediation) as the parties shall approve.

## **VII. SUPPLIES AND EQUIPMENT**

Edmonds shall provide services through use of its own vehicles and equipment and be responsible for all costs associated therewith, including but not limited to damage from any kind or nature and normal wear and tear. Edmonds shall also utilize its own reports and forms with the exception of citations as herein provided. Edmonds citations shall only be used when no Woodway citations are reasonably available.

## **VIII. LIABILITY AND INDEMNITY**

8.1 Edmonds shall indemnify and hold harmless Woodway, its officers, agents and employees from any claim, cause or liability of any kind or nature whatsoever arising from or out of the negligence or wrongful tortious act of an Edmonds officer or employee in the provision of services under this Agreement by Edmonds officers. This promise to indemnify and hold harmless shall include a waiver of the immunity provided by Title 51 RCW, to, but only to the extent necessary to fully effectuate its promise.

8.2 Woodway shall indemnify and hold harmless Edmonds, its officers, agents and employees from any claim, cause or liability of any kind or nature whatsoever arising from or out of the negligence or wrongful tortious act of a Woodway officer or employee in the provision of services under this Agreement by Woodway officers. This promise to indemnify and hold harmless shall include a waiver of the immunity provided by Title 51 RCW, to, but only to the extent necessary to fully effectuate its promise.

8.3 In the event of a claim, loss or liability based upon the alleged concurrent or joint negligence or tortious act of the parties, the parties shall bear their respective liability, including costs, in accordance with an assignment of their respective liability established in accordance with the laws of the State of Washington.

## **IX. INDEPENDENT GOVERNMENTS**

Edmonds and Woodway recognize and agree that each is an independent governmental entity. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Specifically and without limiting the foregoing, Edmonds shall have the sole discretion and the obligation to determine the exact method by which the services are to be provided unless otherwise stipulated within this Agreement. Neither Edmonds nor Woodway, except as expressly set forth herein or as required by law, shall be liable for any debts or obligations of the other party.

## X. MISCELLANEOUS PROVISIONS

10.1 Noticing Procedures. All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by nationally recognized overnight delivery service, or if mailed or deposited in the United States mail, sent by registered or certified mail, return receipt requested and postage prepaid to:

*For the City of Edmonds:*

**City Clerk  
City of Edmonds  
121 5<sup>th</sup> Avenue North  
Edmonds, WA 98020**

**AND**

**Chief of Police  
City of Edmonds Police Department  
250 5<sup>th</sup> Avenue N  
Edmonds, WA 98020**

*For the Town of Woodway:*

**Clerk Treasurer  
Town of Woodway  
23920 113 Pl. W  
Woodway, WA 98020**

**AND**

**Chief of Police  
Town of Woodway Police Department  
23920 113 Pl. W.  
Woodway, WA 98020**

Or, to such other address as the parties may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile or electronic mail transmission of any signed original document and retransmission of any signed facsimile or electronic mail transmission shall be the same as delivery of an original document.

10.2 Other Cooperative Agreements. Nothing in this Agreement shall preclude the parties from entering into contracts for services in support of this Agreement.

10.3 Public Duty Doctrine. This Agreement shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine. The parties shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this Agreement.

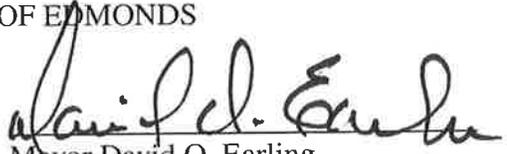
10.4 Entire Agreement. This is the entire agreement between the parties. Any prior understanding, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended except in writing with the express written consent of the City Council and Town Council of the respective parties.

10.5 Jurisdiction and Venue. Jurisdiction and venue for this Agreement lies exclusively in Snohomish County, Washington.

EXECUTED this 19<sup>th</sup> day of December, 2014.

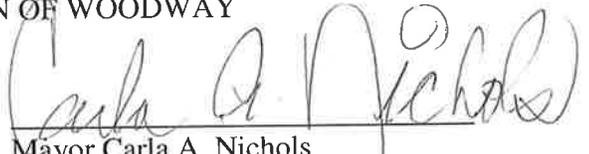
CITY OF EDMONDS

By:

  
Mayor David O. Earling

TOWN OF WOODWAY

By:

  
Mayor Carla A. Nichols

ATTEST/AUTHENTICATED

By:

  
Scott Passey, City Clerk

ATTEST/AUTHENTICATED

By:

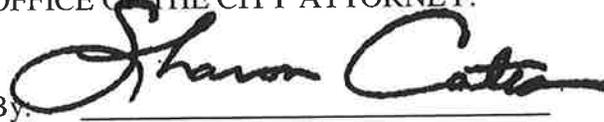
  
Joyce Bielefeld, Clerk/Treasurer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

By:



OFFICE OF THE TOWN ATTORNEY:

By:

