

INTERLOCAL AGREEMENT FOR POLICE SERVICES

This Interlocal Agreement (“ILA”) by and between the City of Edmonds (“Edmonds”), a Washington municipal corporation organized under Title 35A RCW and the Town of Woodway (“Woodway”), a Washington municipal corporation organized under Title 35A RCW (together, the “parties”), is for the provision of police services.

WHEREAS, Woodway's geographical boundaries lie immediately abutting Edmonds;
and,

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

WHEREAS, Edmonds provides law enforcement services to the citizens of Edmonds;
and

WHEREAS, Edmonds has the power and legal authority to extend those law enforcement services into the geographical area of Woodway by contract; and

WHEREAS, Woodway desires that Edmonds extend its law enforcement services into the geographical area of Woodway; and

WHEREAS, Woodway desires to enter into an agreement with Edmonds whereby Edmonds will extend its law enforcement services into the geographical boundaries of Woodway, and Woodway will compensate Edmonds for the equitable share of such service; and

WHEREAS, Edmonds agrees to extend such law enforcement services into the geographical boundaries of Woodway; and

WHEREAS, Chapter 39.34 RCW and other statutes authorizes two or more public entities to contract with each other to perform functions that each may individually perform; and

WHEREAS, Edmonds and Woodway now wish to enter into the ILA as provided herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Edmonds and Woodway hereto agree as follows:

1. DEFINITIONS

The following definitions shall apply throughout this ILA.

- a. Contract Payment: The annual amount that Woodway shall pay to Edmonds pursuant to this ILA, as described in Exhibit A hereto.

- b. Material Breach: A Material Breach means Woodway's failure to timely pay the Contract Payment as described within this ILA, or either party's failure to comply with other material terms of this ILA.

2. SCOPE OF SERVICES

- 2.1. Services Provided. Edmonds shall provide all the police services that it provides to its own citizens, except SWAT, animal control, parking enforcement, and civil non-traffic code enforcement that is not typically enforced by commissioned members of the police department (e.g., land use complaints, nuisance abatement, fire and building code violations) to a service area covering the corporate limits of Woodway. In addition, Edmonds shall provide support services including, but not limited to, public information, records, fleet maintenance, property room, payroll and finances, human resources, and legal and risk management pertaining to the operations and delivery of the police services. Investigative services (detectives) are provided subject to an additional cost as described in Section 3.6 below.
- 2.2. Training, Education, and Career Development. Edmonds shall provide training and education to all Edmonds police personnel in accordance with State, County and local requirements.
- 2.3. Management and Supervision. Edmonds shall provide and be responsible for the management and supervision of all Edmonds' police officers, as is ordinary and customary, when they are on duty as Edmonds' employees. Woodway currently employs, and currently intends to continue to employ, off-duty police officers from Edmonds and other local jurisdictions as police officers for Woodway. The parties acknowledge that Woodway shall be responsible for the management and supervision of Edmonds' police officers when such officers are on duty as Woodway employees.

3. STANDARDS FOR SERVICES/STAFFING

- 3.1. Staffing. While Edmonds is not making an affirmative minimum staffing commitment to Woodway pursuant to this ILA, the parties acknowledge that Edmonds does have a collective bargaining agreement with the Edmonds Police Officers Association, which does address minimum staffing levels. Edmonds typically provides a minimum of one sergeant and four officers assigned to field services on-duty, twenty-four hours per day.
- 3.2. Additional FTE. Edmonds intends to use a portion of the Contract Payment to add an additional FTE to the Edmonds police force. Woodway acknowledges that, notwithstanding this intention, police department staffing levels shall ultimately

be determined according to the legislative discretion of the Edmonds City Council.

- 3.3. Patrol district. Edmonds shall include Woodway within a patrol district, and Edmonds shall patrol Woodway on the same basis and frequency as other parts of that patrol district. As of the date of execution of this Agreement, the patrol district within which Woodway will be included is shown on the map attached hereto as Exhibit B. Over the course of this Agreement, Edmonds retains the discretion to alter the boundaries of its patrol districts and shall provide Woodway with any updates to Exhibit B.
- 3.4. Vehicles and equipment. Edmonds shall use its own vehicles and equipment to provide the service.
- 3.5. Woodway officers. Beginning in the year 2019, and continuing indefinitely, Woodway intends to employ five police officers, which officers will be off-duty officers of Edmonds and other jurisdictions. Edmonds acknowledges that, notwithstanding this intention, the number of officers, if any, hired by Woodway shall ultimately be determined according to the legislative discretion of the Woodway Town Council. These Woodway officers will not be directly dispatched from Snohomish County 911, when they are on-duty as Woodway officers. They will patrol Woodway and may initiate their own contacts. Woodway officers will not be primary responders and will not be routinely dispatched by SnoCo 911. However, nothing herein precludes a Woodway officer from providing mutual aid to an Edmonds officer rendering law enforcement services pursuant to this ILA.
- 3.6. Investigation services. Edmonds will bill all detective time on an hourly basis at the rate of \$100 per hour for 2019. The rate shall increase by 3% each year after 2019. Time shall be billed in 15-minute increments. Woodway reserves the right to have its own officers perform the investigative work for a particular case upon providing written notice to Edmonds that it intends to do so. If Woodway opts to assume responsibility for investigating a case, any investigative work done by Edmonds prior to Edmonds receiving such notice, shall be paid for by Woodway pursuant to this section.
- 3.7. Call clearance protocols. Edmonds will use the same call clearance protocols within Woodway as it uses within Edmonds, as such protocols may be adjusted from time to time. Among other things, this currently means that Edmonds will not be writing false alarm reports when responding to false alarms in Woodway.

- 3.8. Criteria-Based 9-1-1 Dispatch. Edmonds will respond to dispatched 911 calls that are received by the dispatching agency pertaining to calls for service from within the Town of Woodway. Edmonds shall prioritize responses to calls within Woodway as it would prioritize responses to calls within Edmonds. The parties recognize that responses to emergencies are dispatched by dispatching agency based upon dispatch protocols, including call-type priority and the location of available units.

4. **RENEGOTIATION**

- 4.1. Either party may elect to renegotiate this ILA upon the occurrence of any of the following “Negotiation Thresholds:”
- a. Call volume. If call volume exceeds 330 calls for service per year over any consecutive two calendar years, or if call volume falls to less than 270 calls per year over any consecutive two calendar years. (During 2017, Woodway generated approximately 300 calls for service. This ILA is premised upon a call volume not significantly deviating from the 2017 level.)
 - b. Point Wells. If Woodway annexes the Point Wells area.
 - c. Service Level. If the current typical minimum staffing of one sergeant and four officers assigned to field services on-duty, twenty-four hours per day is no longer the norm.
 - d. Role of Woodway Officers. If Woodway wants to make material changes to the role that police officers employed by Woodway play in responding to calls for service, including but not limited to changes in the dispatch protocol described in paragraph 3.5 herein.
- 4.2. Following the occurrence of a Negotiation Threshold, the party electing to renegotiate this ILA shall provide written notice to the other party (“Threshold Notice”). Within thirty (30) days of issuance of a Threshold Notice, the parties shall meet to renegotiate this ILA. If an amended ILA has not been executed within one hundred eighty (180) days of the Threshold Notice, or such longer period as mutually agreed to in writing by the parties, a twelve-month wind-up period shall automatically begin to run during which Edmonds will continue to provide services under this Agreement while Woodway prepares to transition to another service provider at the end of the wind-up period.

5. ANNUAL CONTRACT PAYMENT TERMS

- 5.1. Quarterly Payments. Woodway shall pay Edmonds the Contract Payment in equal quarterly installments by the 15th day of each quarter for which service is being provided. For example, the first quarter 2019 payment would be due on January 15, 2019. Failure to pay quarterly installments in a timely manner shall be considered a Material Breach.
- 5.2. Contract Payment Adjustment. Each year, no later than October 1, Edmonds shall submit to Woodway an invoice for the ensuing year Contract Payment amount.

6. JAIL EXPENSES

Each party shall bear its own cost for incarceration, including but not limited to booking fees, daily charges, prisoner medical costs, and extradition costs, based on where the crime occurred.

7. OVERSIGHT AND REPORTING

- 7.1. Agreement Administrators. Edmonds' Police Chief and Woodway's Town Administrator, or their designees, shall act as administrators of this ILA for purposes of RCW 39.34.030.
- 7.2. Reporting. Edmonds' Police Chief shall present a written annual report covering the previous calendar year to the Woodway Town Council by April 1st of each calendar year. Edmonds' Police Chief or Chief's designee shall be available to appear before the Woodway Town Council to discuss the services at reasonable times with reasonable advance notice and request. Any preparation and/or compilation of data for additional reports (NIBRS/FBI reporting, WASPC Reporting, etc.) shall not be the responsibility of Edmonds.

8. OTHER CONTRACTUAL RELATIONSHIPS

Woodway and Edmonds each currently have contractual relationships with other Snohomish County public safety entities or agencies ("Public Safety Agencies"), including the Department of Emergency Management, Snohomish County 911, and Snohomish County Emergency Radio System Agency. The parties intend to maintain their relationships and participation with these agencies and will act to represent themselves and retain authority to negotiate on their own behalf.

The parties agree, however, to attempt to coordinate their individual relationships with these Public Safety Agencies so that the services under this ILA will be provided in an efficient and cost-effective manner. The parties agree to meet in a timely manner to

discuss any proposed change in participation in these agencies that may result in a substantial change to either party's financial obligations with or services from such agencies.

The parties agree to attempt to negotiate a court services contract with Edmonds Municipal Court as soon as practicable, but neither party shall be bound to enter into such a contract.

9. TERM OF AGREEMENT

- 9.1. Effective Date and Term. The Effective Date of this ILA shall be January 1, 2019. This ILA shall continue in effect until December 31, 2025, unless terminated earlier as provided in section 9.2. After December 31, 2025, this ILA shall automatically renew under the same terms and conditions for successive, rolling two (2) year periods, unless terminated as provided in this Section 9.
- 9.2. Material Breach, Early Termination and Wind-Up Period. In the event of a Material Breach of this ILA, the non-breaching party shall provide written notice of such breach to the breaching party, with a ten (10) day opportunity to cure such breach. In the event of a Material Breach that has not been cured, the parties shall, unless otherwise agreed in writing, continue to perform their respective obligations under this ILA for a minimum of twelve (12) months after notice of the Material Breach (the "Wind-Up Period"). Provided, however, the Wind-Up Period shall be ninety (90) days if the Material Breach involves Woodway's failure to make the Contract Payment. During the Wind-Up Period, the parties shall coordinate their efforts to prepare for the transition to other methods of providing police service to Woodway. Woodway shall be responsible for all Contract Payment installments required herein until the conclusion of the Wind-Up Period.

10. TERMINATION

- 10.1. Termination – Notice. In addition to terminating this ILA for a Material Breach, either party may terminate this ILA at any time after December 31, 2024 by providing the other party with one (1) year written notice of its intent to terminate.
- 10.2. Termination Costs. Each party shall be solely responsible for any costs they may incur by the termination of this ILA under the provisions herein.
- 10.3. Duty to Mitigate Costs. The parties each have an affirmative duty to mitigate, to the extent reasonably possible, the costs of termination upon the other party.

11. INDEMNIFICATION

- 11.1. Edmonds shall protect, save harmless, indemnify, and defend Woodway, its elected and appointed officials, officers, employees, and agents, from and against any loss or claim for damages of any nature whatsoever arising out of any act or omission of Edmonds, its elected or appointed officials, officers, employees, or agents, in the execution of or performance of services provided by this ILA. Such duty includes, but is not limited to, all claims by third parties or Edmonds' employees against which Woodway would otherwise be immune under Title 51 RCW or other law. Such duty shall not extend to a loss or claim attributable to the negligence or willful misconduct of Woodway, its elected or appointed officials, officers, employees, or agents.
- 11.2. Woodway shall protect, save harmless, indemnify, and defend Edmonds, its elected and appointed officials, officers, employees, and agents, from and against any loss or claim for damages of any nature whatsoever arising out of any act or omission of Woodway, its elected or appointed officials, officers, employees, or agents, in the execution of or performance of services provided by this ILA including off-duty officers of Edmonds whose negligence or willful misconduct arises while on-duty for Woodway. Such duty includes, but is not limited to, all claims by third parties or Woodway's employees against which Edmonds would otherwise be immune under Title 51 RCW or other law, or claims by Edmonds' officers arising solely from their employment by Woodway. Such duty shall not extend to a loss or claim attributable to the negligence or willful misconduct of Edmonds, its elected or appointed officials, officers, employees, or agents.
- 11.3. In executing this Agreement, Edmonds does not assume liability or responsibility for, or in any way release Woodway from, any liability or responsibility that arises in whole or in part from the enforcement by Edmonds under this ILA of Woodway ordinances, rules or regulations claimed, or determined by a court of law, to be unconstitutional or otherwise unlawful in its enactment or substantive provisions. In any cause, claim, suit, action, or administrative proceeding in which the enforceability and/or validity of any such Woodway ordinance, rule, or regulation is at issue, Woodway shall defend on that issue at its sole expense, and if judgment is entered or damages are awarded against Woodway, Edmonds, or both, on such basis, Woodway shall hold Edmonds, its officials and employees harmless, including all chargeable costs and attorney's fees. In any such cause, claim, suit, or action, each party shall otherwise remain responsible for its own acts or omissions, as well as those of its elected and appointed officials, officers, employees, and agents, as provided in paragraphs 11.1 and 11.2 to this ILA.

- 11.4. Edmonds shall be solely responsible for compliance with Ch. 4.12 RCW, Ch. 41.56 RCW, applicable Edmonds personnel policies, ordinances and resolutions in carrying out its obligations under this ILA and shall defend and hold harmless Woodway from any costs, expenses, or damages arising therefrom, including attorney's fees.

12. WOODWAY AND EDMONDS ARE INDEPENDENT MUNICIPAL GOVERNMENTS

- 12.1. Independent Governments. Woodway and Edmonds recognize and agree that the parties are independent governments. 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 provided within Edmonds and within Woodway unless otherwise stipulated within this ILA.
- 12.2. Resource Assignments. Edmonds shall assign the resources available to it without regarding to political boundaries, but rather based upon the operational judgment of Edmonds as exercised within the limitations and obligations of Sections 3.3 through 3.8.
- 12.3. Debts and Obligations. Neither Woodway nor Edmonds, except as expressly set forth herein or as required by law, shall be liable for any debts or obligations of the other.

13. INSURANCE

- 13.1. Insurance Policy. The term "insurance policy" as used in this ILA means either valid insurance offered and sold by a commercial insurance company or carrier approved to do business in the State of Washington by the Washington State Insurance Commissioner or valid self-insurance through a self-insurance pooling organization approved for operation in the State of Washington by the Washington State Risk Manager or any combination of valid commercial insurance and self-insurance pooling if both are approved for sale and/or operation in the State of Washington.
- 13.2. Maintenance of Insurance. For the duration of this ILA, each Party shall maintain insurance as follows: Each party shall maintain its own insurance policy insuring damage to its own real and personal property and equipment. Such insurance policy shall be in an amount not less than one million dollars (\$1,000,000.00) per occurrence with a deductible of not more than five-thousand dollars (\$5,000.00).

Additionally, each party shall maintain an insurance policy insuring against liability arising out of work or operations performed by that party in an amount not less than one million dollars (\$1,000,000.00) per occurrence with a deductible of not more than five-thousand dollars (\$5,000.00).

14. DISPUTE RESOLUTION

It is the intent of the parties to first attempt to resolve all disputes between before commencing any litigation. In the event that any dispute between the parties cannot be resolved by good faith negotiations between the parties, then the mediation provision of this ILA shall apply before any litigation is commenced by either party. Nothing herein shall prevent either party from providing notice of termination of the ILA pursuant to Section 10.1 prior to completion of the dispute resolution processes described below; however, such notice shall not affect any obligations to proceed with the Dispute Resolution provisions.

14.1. Mediation. Upon a request by either party to mediate a dispute that is subject to the Dispute Resolution provisions, the parties shall mutually agree upon a mediator. If the parties cannot agree upon a mediator within ten (10) business days after such request, the parties shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS) and request that a mediator be appointed. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation as provided within this ILA. Except for unusual reasons beyond the reasonable control of either party, mediation shall be completed within ninety (90) days after the mediator is selected. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by Woodway and Edmonds.

14.2. Litigation. If mediation fails to resolve the dispute, either party may file an action in Superior Court. Jurisdiction and venue for such actions shall lie exclusively in Superior Court for Snohomish County, Washington. Each party shall be responsible for its own costs and attorneys' fees.

15. MISCELLANEOUS PROVISIONS

15.1. 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 electronic mail (provided a read receipt is obtained by the sender), 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:

Edmonds:
Police Chief
250 5th Avenue North
Edmonds, WA 98020

Woodway:
Town Administrator
23920 113th Place West
Woodway, WA 98020

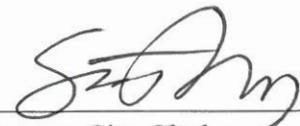
Or, to such other address as the foregoing Woodway and Edmonds hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Email transmission of any signed original document and retransmission of any signed email transmission shall be the same as delivery of an original document.

- 15.2. Other Cooperative Agreements. Nothing in the ILA shall preclude the parties from entering into contracts for service in support of this ILA.
- 15.3. Public Duty Doctrine. This ILA shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this ILA shall not create or be construed as creating an exception to the Public Duty Doctrine. Woodway and Edmonds shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this ILA.
- 15.4. Entire Agreement. The entire agreement between Woodway and Edmonds hereto is contained in this ILA and exhibits thereto. This ILA supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction.
- 15.5. Amendment. This ILA may be amended only by written instrument approved by the governing bodies of Woodway and Edmonds subsequent to the date hereof.

Dated this 26th day of April 2018

CITY OF EDMONDS

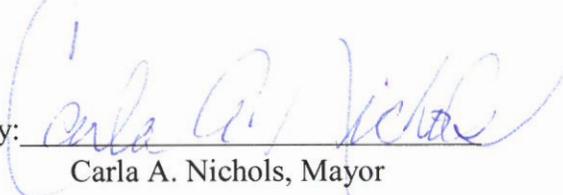
By: 
Dave Earling, Mayor

Attest: 
Scott Passey, City Clerk

Approved as to form:

By: 
Jeff Taraday, City Attorney

TOWN OF WOODWAY

By: 
Carla A. Nichols, Mayor

Attest: 
Heidi Napolitano, Town Clerk

Approved as to form:

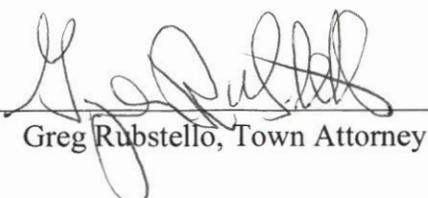
By: 
Greg Rubstello, Town Attorney

EXHIBIT A

CONTRACT PAYMENT

For 2019, the annual Contract Payment shall be \$193,067.

Each year after 2019, the annual Contract Payment shall increase from the prior year by 3%, PROVIDED THAT if the CPI for two consecutive years increases more than 3% during the term of the ILA, then the Contract Payment for the year following the previously referenced consecutive two years would increase by 3% plus the average of the percentages that the CPI exceeded 3% during the previously referenced consecutive two years.

“CPI” as used here means the amount of the CPI-U June-to-June index for Seattle-Tacoma-Bremerton.

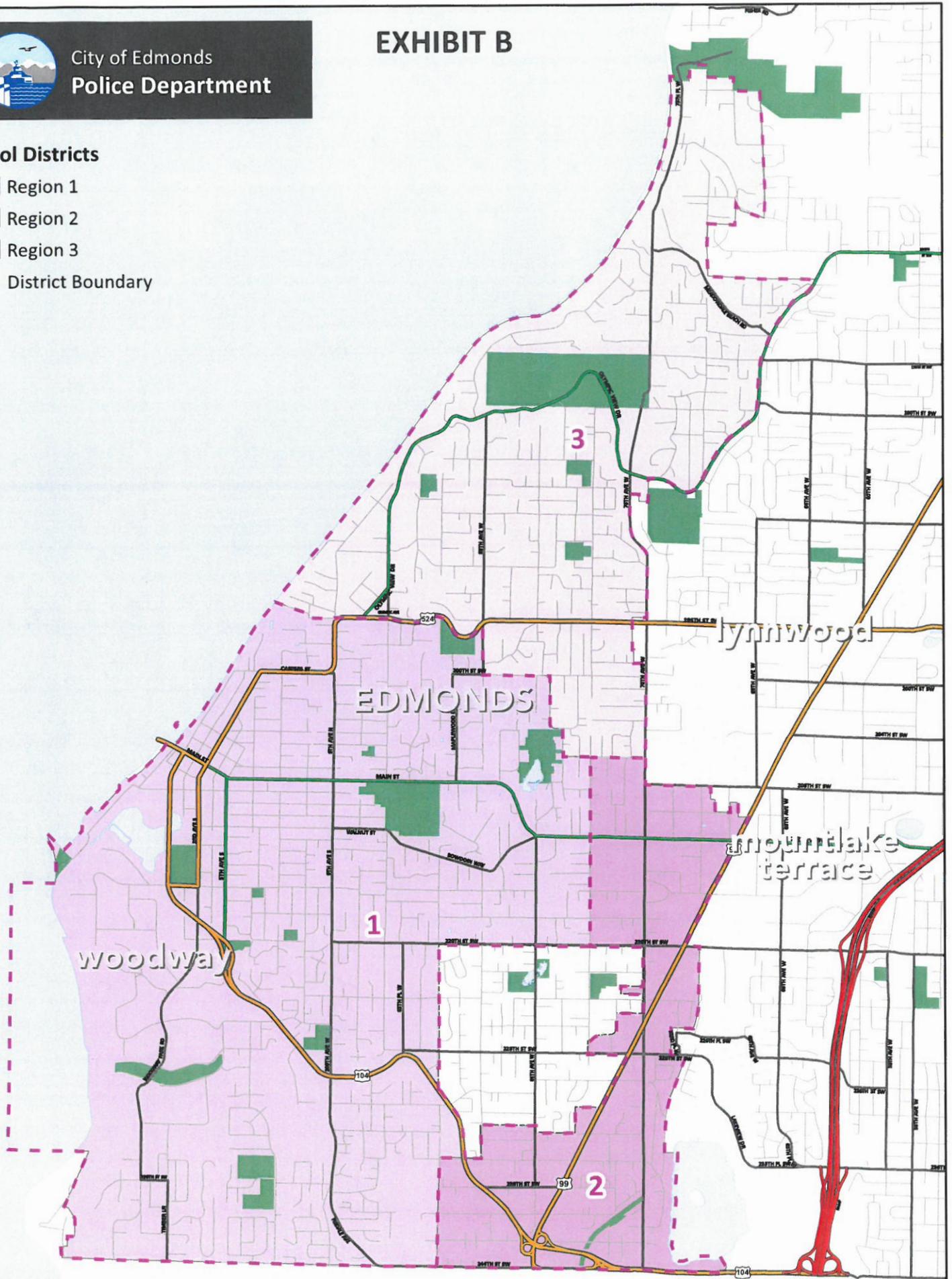


City of Edmonds
Police Department

EXHIBIT B

Patrol Districts

- Region 1
- Region 2
- Region 3
- District Boundary



1 Miles