

INTERLOCAL COOPERATIVE AGREEMENT FOR
OVERTIME SERVICES BETWEEN

CITY OF SEDRO WOOLLEY

AND

SKAGIT COUNTY

THIS AGREEMENT is made and entered into by and between the City of Sedro Woolley and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE:

This agreement establishes the procedures and responsibilities of both the Skagit County Sheriff's Office (SCSO) and the Sedro Woolley Police Department (SWPD) for the reimbursement of certain overtime costs.

2. RESPONSIBILITIES:

The parties agree to the following conditions:

- 1) The SCSO may request assistance of the SWPD for law enforcement services to accompany and/or transport individuals in custody of the jail during court proceedings, medical appointments, or hospitalization and for essential law enforcement services. The SCSO will contact the SWPD to request assistance as needed.
- 2) The SWPD shall attempt to make officers available to cover the request of the SCSO. The SWPD officers covering the request will remain employees of the SWPD at all times while rendering law enforcement duties for the County in conformity with this agreement.
- 3) SWPD shall request reimbursement of payment of overtime costs related to work performed by its officers as requested by the SCSO pursuant to the manner of financing provision below.

3. TERM OF AGREEMENT:

The term of this Agreement shall be effective on the last date it is signed by the parties and remains in effect until terminated upon 30 day written notification by either party to this agreement as per section 8 below.

4. MANNER OF FINANCING:

The SWPD shall bill the SCSO for the work done.

All reimbursement of overtime hours costs covered under this agreement must be approved by the SCSO. Law enforcement services must be overtime. SCSO will reimburse overtime expenses at 150 percent of the officer's normal salary rate plus contributions to employee benefits, limited to the following:

- a) FICA
- b) Medicare
- c) Any portion of L& I that is paid by the employer
- d) Retirement contributions paid by the employer can be included if the contribution is based on a percentage of their hours worked

- e) Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

SCSO shall provide funding in the amount not to exceed \$15,000 per calendar year.

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be Chief Chris Baldwin.

5.2 SWPD's representative shall be Chief Lin Tucker.

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. **MUTUAL AID AGREEMENT AND REIMBURSEMENT:** This agreement shall not affect the Interlocal Agreement for Mutual Aid and Cooperation entered into under Skagit County Contract #C20090208, except to the extent it provides for reimbursement as expressly agreed under PART ONE, Section 8 for services requested under this agreement.

8. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County or the SWPD by reason of entering into this contract except as expressly provided herein. Nothing in this Section shall be deemed to waive immunities established pursuant to State statute nor to create third- party rights or immunities. Each party's duty to indemnify shall survive the termination of expiration of this Agreement.


9. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

10. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

11. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

12. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CITY OF SEDRO WOOLLEY:



Signature of Signatory

MAYOR

Title of Signatory

(Date 9/12/2019

Date

Lucia Johnson

Print Name of Signatory

Mailing Address:
(Street address required
in addition to P.O. Box)

325 METCALF ST.
SEDRO-WOOLLEY
WA. 98284

Telephone No. 360-855-1661

DATED this 27 day of January, 2020.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Kate Williams
Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

Don McSwain
Department Head

County Administrator

Approved as to form:

Eric Anderson 1/16/20
Civil Deputy Prosecuting Attorney
Eric Anderson

Approved as to indemnification:

Gregory D. Boyd (1-21-20)
Risk Manager

Approved as to budget:

Luisa Yagno
Budget & Finance Director