

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION NO. 2015- 062

**A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN KITTITAS COUNTY SHERIFF'S OFFICE AND CHELAN COUNTY SHERIFF'S
OFFICE**

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, the purpose of this agreement is provide for Mutual Aid Law Enforcement assistance in the Colockum Pass area pursuant to the provisions of Chapter 10.93 RCW; and

WHEREAS, both parties acknowledge that those residences on the north side of Colockum Pass but south of the Chelan County line and thus still within Kittitas County require a significantly long response time due to the geographical barriers between that area and KCSO personnel; and

WHEREAS, this response time is inconsistent with the needs of those residents; and

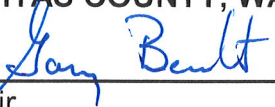
WHEREAS CCSO is capable of, and willing to, respond to calls for service in that area and;

WHEREAS CCSO and the Chelan County Board of County Commissioners have already ratified this Interlocal agreement,

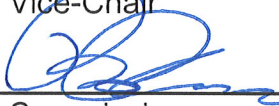
NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED, that this Agreement between Kittitas County Sheriff's Office and Chelan County Sheriff's Office pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW be adopted.

ADOPTED this 7th day of April 2015.

**BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON**

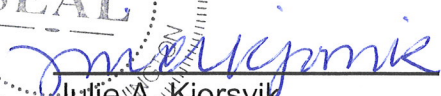

Chair


Vice-Chair


Commissioner



ATTEST
CLERK OF THE BOARD


Julie A. Kjorsvik

APPROVED AS TO FORM:

 22872
D. R. Mitchell
Deputy Prosecuting Attorney

INTERLOCAL AGREEMENT BETWEEN KITITITAS COUNTY AND CHELAN COUNTY

This agreement is entered into between the Kittitas County Sheriff's Office (KCSO) and Chelan County Sheriff's Office (CCSO) pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

I. PURPOSE

The purpose of this agreement is to provide for Mutual Aid Law Enforcement assistance pursuant to the provisions of Chapter 10.93 RCW in the Colockum Pass Area. Both parties acknowledge that those residences on the north side of Colockum Pass but south of the Chelan County line and thus still within Kittitas County require a significantly long response time due to the geographical barriers between that area and KCSO personnel. This response time is inconsistent with the needs of those residents. CCSO is capable of, and willing to, respond to calls for service in that area.

II. SERVICES

911 calls from those residences will ring into the Chelan County Communications Center and shall be dispatched to CCSO. CCSO will respond to calls for service at those residences in the same manner as those within their primary jurisdiction. CCSO will notify the on-duty supervisor of KCSO, as soon as practical, of the nature and status of the call and any other relevant information as required by RCW 10.93.030.

Supervisors or other designated personnel from the two agencies shall agree to the response, level of investigation, and other resources to be provided to this area by each agency for each incident. The parties agree that the primary goal of such responses is the preservation of life, order, and property consistent with the practices and resources of the parties. CCSO shall not be expected to devote substantial time or resources to serious or protracted investigations. It is understood and agreed by the parties that evolving facts and circumstances pertaining to any given call for service or assistance may require changing the nature of the agreed response and resources allocated.

CCSO will provide to KCSO, in such form and manner as is acceptable to KCSO, all information necessary to conduct further investigation, refer for prosecution, and related activities subsequent to the initial response.

IV. ADMINISTRATION

This agreement will be administered by KCSO.

V. INDEPENDENT CONTRACTOR

The services provided under this agreement are those of an independent contractor. Employees of KCSO are and will remain employees of KCSO. Employees of CCSO are and will remain employees of CCSO.

VI. INDEMNIFICATION

Each party shall defend, protect, and hold harmless the other party from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing this agreement as provided by RCW 10.93.040.

VII. AMENDMENT

The parties may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the parties.

VIII. CHOICE OF LAW AND VENUE

This agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this agreement may be instituted only in Superior Court and venue shall be as provided by RCW 36.01.050.

IX. INTEGRATION CLAUSE

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this agreement. This agreement supersedes all previous communications, representations or agreements, either oral or written, between parties.

X. TERMINATION CLAUSE

Either party may terminate this agreement by giving the other party at least thirty (30) days advance written notice. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

XI. PROPERTY AND EQUIPMENT

No property shall be exchanged nor shall title to any property be transferred except by separate agreement.

XII. FILING

This agreement will be filed with the Auditor's Office of both counties in the manner provided by RCW 39.34.040.

XIII. EFFECTIVE DATE

This agreement shall take effect when signed by the Sheriff of both Counties and ratified by the Boards of County Commissioners of each County.

Dated this 7th day of April, 2015.

For the KCSO:

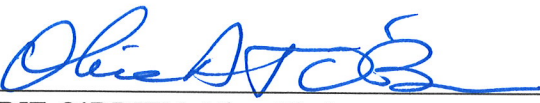


GENE DANA, Kittitas County Sheriff

KITTITAS COUNTY BOARD OF
COMMISSIONERS



GARY BERNDT, Chair



OBIE O'BRIEN, Vice-Chair

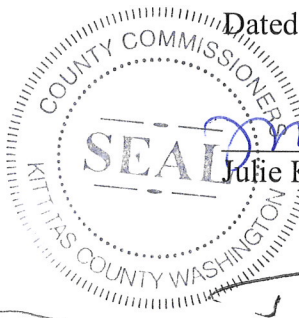


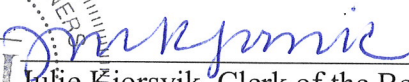
BRIAN BURNETT, Chelan County Sheriff



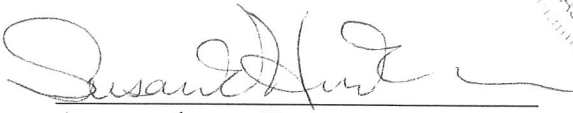
PAUL JEWELL, Commissioner

Dated this 7th day of April, 2015

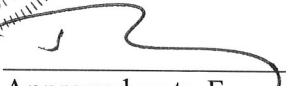




Julie Kjorsvik, Clerk of the Board



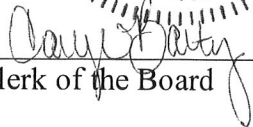
Approved as to Form
Susan E. Hinkle, WSBA #18276, DPA
Chelan County



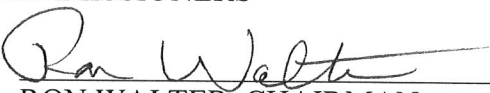
Approved as to Form
Douglas R. Mitchell, WSBA #22877, DPA
Kittitas County

Dated this 9th day of March, 2015.

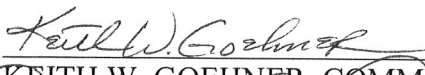
BOARD OF CHELAN COUNTY COMMISSIONERS


ATTEST: CARLYE BAITY


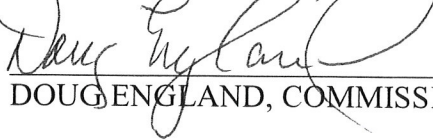
Clerk of the Board



RON WALTER, CHAIRMAN



KEITH W. GOEHNER, COMMISSIONER



DOUG ENGLAND, COMMISSIONER