

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

RESOLUTION NO. 2016- 132

**A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN KITTITAS COUNTY SHERIFF'S OFFICE AND YAKIMA 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 Naches, Little Naches, Cliffdell, and Umptanum Creek Falls trailhead areas pursuant to the provisions of Chapter 10.93 RCW; and

WHEREAS, these areas are the area generally north of Highway 410 starting at the intersection of Forest Service Rd 1703 (Gold Creek Rd) west along Highway 410 to the intersection of Forest Service Rd 1900, including the area Northwest of Forest Service Rd 1900, up to the Naches Pass, and the general Umptanum Creek Falls area as described in the interlocal agreement, and,

WHEREAS, both parties agree these areas would require a significant response time from KCSO personnel due to the geographical barriers, and

WHEREAS, the response time is inconsistent with the needs of those residents and recreationalists, and YCSO is capable of, and willing to, respond to calls for service in that area as needed;

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

ADOPTED this 18th day of October 2016.

**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**



Chair



Vice Chair

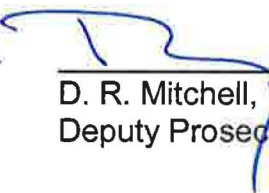


Commissioner

ATTEST:
CLERK OF THE BOARD


Julie A. Kjorsvik

APPROVED AS TO FORM:


D. R. Mitchell, WSBA # 22877
Deputy Prosecuting Attorney



INTERLOCAL AGREEMENT BETWEEN KITITAS COUNTY AND YAKIMA COUNTY

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

I. PURPOSE

The purpose of this agreement is to provide Mutual Aid Law Enforcement assistance pursuant to the provisions of Chapter 10.93 RCW in the general Naches, Little Naches, and Cliffdell areas.

This includes the area generally north of Highway 410 starting at the intersection of Forest Service Rd 1703 (Gold Creek Rd) west along Highway 410 to the intersection of Forest Service Rd 1900, including the area Northeast of Forest Service Rd 1900, up to Naches Pass. Both parties agree this area would require a significant response time, due to the geographical barriers, from KCSO personnel. The response time is inconsistent with the needs of those residents and recreationalists. YCSO is capable of, and willing to, respond to calls for service in that area as needed.

This agreement also includes the general Umptanum Creek Falls area. The Umptanum Creek Falls trailhead and approximately .5 miles into the trail are within Yakima County boundary lines. The point from .5 miles into the trail up to and including the Umptanum Creek waterfall are within Kittitas County area.

II. SERVICES FOR NACHES, LITTLE NACHES, AND CLIFFDELL AREAS

9-1-1 calls from the above described area may ring into the Yakima County Communications Center and shall be dispatched to YCSO. YCSO will respond to calls for service in that area in the same manner as those within their primary jurisdiction. YCSO will notify Kittcom Dispatch, as soon as practical, of the nature and status of the call and any other relevant information as required by RCW 10.93.030.

KCSO and YCSO 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. YCSO shall not be expected to devote substantial time and/or resources to serious 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.

YCSO 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.

III. SERVICES FOR THE UMPANUM CREEK FALLS AREA

9-1-1 calls from the above described area may ring into the Kittitas County Communications Center and shall be dispatched to KCSO. KCSO will respond to calls for service in that area in the same manner as those within their primary jurisdiction. KCSO will notify Yakima County Dispatch, as soon as practical, of the nature and status of the call and any other relevant information as required by RCW 10.93.030.

KCSO and YCSO 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.

KCSO shall not be expected to devote substantial time and/or resources to serious 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.

KCSO will provide to YCSO, in such form and manner as is acceptable to YCSO, 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 YCSO are and will remain employees of YCSO.

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 18th day of October, 2016,


Gene Dana, Kittitas County Sheriff


Paul Jewell, Kittitas County Commissioner



Julie Kiersvik, Kittitas Co. Clerk of Board


Laura Osiadacz, Kittitas County Commissioner


Approved at to Form
Douglas R. Mitchell, WSBA # 22877, DPA
Kittitas County Prosecutor's Office


Obie O'Brien, Kittitas County Commissioner


Dated this 4th day of October, 2016,



Brian Winter, Yakima County Sheriff

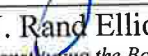

Linda Kay O'Hara
Deputy Clerk of the Board

BOARD OF YAKIMA COUNTY COMMISSIONERS


Michael D. Leita, Chairman


Kevin J. Bouchey, Commissioner


Approved as to Form 32960
Don L. Anderson, WSBA # 12445, DPA
Yakima County Prosecutor's Office


J. Rand Elliott, Commissioner
Constituting the Board of County Commissioners
for Yakima County, Washington

BOCC300-2016
October 4, 2016