

**INTERLOCAL AGREEMENT BETWEEN
KITITAS COUNTY AND THE CITY OF KITITAS
FOR LAW ENFORCEMENT FIELD TRAINING SERVICES**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of the last date of signature below, by and between Kittitas County ("County"), a political subdivision of the State of Washington, and the City of Kittitas ("City"), a municipal corporation. The purpose of this Agreement is to formalize the terms under which the Kittitas County Sheriff's Office ("KCSO") may provide field training services for City police officers.

WHEREAS, the parties are public agencies as defined in the Interlocal Cooperation Act (Chapter 39.34 RCW), and they wish to enter into an agreement pursuant to the Interlocal Cooperation Act and the Mutual Aid Peace Officers Powers Act (Chapter 10.93 RCW); and

WHEREAS, the County, through KCSO, maintains a robust field training program for new law enforcement officers; and

WHEREAS, the City maintains a law enforcement agency that is the Kittitas Police Department ("KPD"); and

WHEREAS, the City and County mutually benefit from all law enforcement officers within their respective law enforcement agencies having excellent training and a positive working relationship; and

~~WHEREAS, KPD occasionally requires additional field training services and support for recently hired police officers; and~~

WHEREAS, KCSO is willing to render such field training services to the KPD as requested; and

WHEREAS, for the mutual benefit of the parties and to conserve public funds, it is convenient and economical for the City to utilize KCSO's field training program under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to allow for KCSO to provide as-needed field training services for KPD police officers.

2. Administration.

2.1 No separate legal or administrative entity is created by this Agreement.

2.2 For the purposes of RCW 39.34.030(4)(a), the administrators of this Agreement shall be the individuals set forth below in section 2.3.

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2.3 The following shall be the parties' authorized representatives and contact persons for administration of this Agreement and any notices required by this Agreement shall be provided to:

To City: City of Kittitas
Attn: Chief David Hinchliff
207 N. Main St.
Kittitas, WA 98934

To County: Kittitas County Sheriff's Office
Attn: Chief Deputy Ben Kokjer
307 W. Umptanum Rd.
Ellensburg, Washington 98926

3. **Duration and Termination.**

3.1 This Agreement shall become effective upon full execution by the parties and will be filed with the Kittitas County Auditor's Office or posted online as provided in RCW 39.34.040.

3.2. This Agreement shall remain in force until terminated by either party. Either party may terminate this Agreement at any time and for any reason with thirty (30) days' written notice to the other party. Notice is deemed effective upon mailing.

4. **Law Enforcement Field Training Services.**

4.1 KCSO permits KPD police officers to participate in KCSO's field training program, as requested by the City, subject to the availability of KCSO personnel and/or resources as determined on a case-by-case basis by the Sheriff or the Sheriff's designee.

4.2 KCSO will have sole discretion and final say as to any individual KPD student officer's admission to the KCSO field training program, and their removal therefrom. KPD will make available to KCSO all background investigation and training records for any potential student officer upon KCSO request.

4.3 Prior to any KPD student officer beginning the KCSO field training program, the student officer must have completed the Washington State Criminal Justice Training Commission's Basic Law Enforcement Academy (or equivalency) and be certified as a peace officer. Student officers must also have current training and qualification or approval by KPD for all equipment they will carry during participation in the KCSO field training program.

4.4 The KPD student officer may be permitted to operate a KCSO vehicle when the KCSO field training officer determines the student officer is ready. The student officer must have a valid Washington state drivers license and have completed and be current with state-approved Emergency Vehicle Operations training prior to operating a KCSO vehicle.

4.5 The KPD student officer may be permitted to use a KCSO computer and network systems. Prior to using such, the KPD student officer must be ACCESS certified and have

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completed appropriate Criminal Justice Information Services (CJIS), Public Records Act (PRA), and records management training.

4.6 Any KPD student officer assigned to participate in the KCSO field training program shall be employed by the City, governed by City and KPD policies and rules. The City shall be solely responsible for recruitment, pay and benefits, administrative investigations, discipline, and performance of all personnel, in accordance with such rules and policies. The City will ensure that KPD student officers have completed training on all applicable City and KPD policies and rules and their chain of command prior to entering the field training program.

4.7 KCSO field training program personnel will provide regular updates to KPD supervisors regarding the progress of KPD student officers in the field training program. Records from KPD student participation in the program will be managed as described in section 7, below.

4.8 KPD will ensure that KPD student officers are issued and have been properly trained on the use of a body worn camera (BWC). The KPD student officer's BWC, BWC recordings or data, any associated accounts or logins, and all costs remain the sole responsibility of KPD. KCSO will not provide access to KCSO's Axon subscription or system.

5. Financing, Budget and Expenses.

5.1 No separate budget or financing method is created by this Agreement.

5.2 Pursuant to collective bargaining agreement, KCSO deputies who are FTOs are paid an additional premium of one (1) additional straight time hour of pay for each day in which they have a student officer assigned. Such FTO premium pay attributable to training a KPD student officer shall be billed to the City at \$60 per day training a KPD student officer.

5.3 At times, field training may require the FTO to work overtime attributable solely to training their student officer. FTO overtime attributable to training a KPD student officer shall be billed to the City at \$110 per hour.

5.4 KCSO will invoice the City monthly, and payment therefore shall be due within 30 days of the date of invoice issuance.

5.5 Except as specifically provided elsewhere in this agreement, each party to this agreement is responsible for any and all costs or expenses it incurs.

6. Property.

6.1 The parties do not anticipate acquiring jointly owned personal or real property under this Agreement.

6.2 Any personal property of a party used in the performance of this Agreement in the possession of the other party shall be returned to the owner promptly upon completion of each requested task for which such property was utilized.

7. Maintenance and Audit of Records.

7.1 Any incident reports drafted by a KPD student officer for incidents the student officer responded to while participating in the KCSO field training program under this Agreement shall be filed and maintained by KCSO.

7.2 Upon termination of a KPD student officer's participation in the KCSO field training program, that student officer's field training records will be transferred to KPD for appropriate processing and maintenance. KPD shall be solely responsible for maintaining such training records in compliance with applicable law and regulations.

7.3 Except those categories of records specified in sections 7.1 and 7.2 above, each party shall maintain its own records relating to this agreement in compliance with applicable retention schedules. Such records shall be subject to inspection, review and audit by either party, the Washington State Auditor's Office, or any other entity as required by law. Both parties hereto are public agencies subject to the Washington State Public Records Act, RCW 42.56, ("PRA"), and each party will diligently respond to public records requests it receives. If a party hereto determines that records in the possession of the other party are needed to respond to a PRA records request, the other party will promptly provide such records in order to facilitate timely disclosure to the records requester.

7.4 If the City fails to comply with the PRA or any other applicable records retention or disclosure laws, and as a result, liability attaches to the County, the City shall indemnify the County for the full amount of any resulting damages awarded against the County and for the full amount of any associated defense costs incurred by the County. If a party hereto receives a request for its public records which relate to the other party, then the party receiving such request may provide reasonable notice to the other party of such request and the date on which the requested records will be released unless the other party first obtains, at its own expense, an injunction preventing the release of such records under RCW 42.56.540.

8. Legal Relations/Indemnification.

8.1 The parties agree that KCSO's relation to the City shall be at all times under this Agreement as an independent contractor. ~~Employees of KCSO are and will remain employees of the County while performing services under this Agreement. Employees of KPD are and will remain employees of the City while performing services under this Agreement.~~

8.2 To the fullest extent permitted by law, the City agrees to defend, indemnify, and hold harmless the County, its officers, elected and appointed officials, employees, volunteers, and agents from any and all costs, claims, judgments, or awards of damages (including costs and attorney fees), arising out of or in any way resulting from the provision of field training services under this Agreement. It is further specifically and expressly understood that the indemnification obligation set forth herein constitutes the City's waiver of immunity under Title 51 RCW, solely for the purposes of fulfilling this indemnification obligation. **The foregoing indemnification obligations of the parties are a material inducement to enter into this Agreement and have been mutually negotiated**

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8.3 The City agrees that it is fully responsible for any damage to County property caused by KPD student officers, or any other City employee.

8.4 The obligations stated in subsections 8.2, above, will survive termination of this Agreement for any reason.

9. Insurance.

9.1 The City is a member of a self-insured risk management pool formed pursuant to Chapter 48.62 RCW which provides its members with insurance coverage and is funded to pay claims, judgements, and settlements for which the City is found to be wholly or partially responsible.

9.2 Commercial General Liability. The City shall maintain in full force throughout the duration of this agreement Commercial General Liability (CGL) insurance that is sufficient to protect itself from the risks associated with this agreement, with minimum limits of coverage in the amount of \$1 million per occurrence / \$3 million aggregate for personal injury, bodily injury, and property damage.

9.3 Automobile Insurance. The City shall maintain Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to each party's owned, hired, and non-owned vehicles. This policy must cover the operation of a County vehicle by a City employee. The policy will contain a severability of interests' provision.

9.4 Workers' Compensation and Employer Liability. Each party will maintain workers' compensation insurance as required under the Title 51 RCW (Industrial Insurance), or the equivalent, for all staff eligible for such coverage.

9.5 Policy Change. Each party is required to give the other parties 30-days prior notice of any cancellation, material change, reduction of limits or intent not to renew any insurance coverage. The insurance coverage limits identified herein are minimum requirements only and do not in any manner limit or qualify the liabilities or obligations of the parties under the Agreement.

9.6 The City shall furnish to the County a Certificate of Insurance, with endorsement where required above, as evidence that policies providing insurance required by this Agreement are in full force and effect. Contractor's insurance policies required above must apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to the County.

10. Enforcement.

10.1 In the event a dispute arises regarding any matter addressed in or related to this Agreement, the parties agree that before taking any court action or seeking any other legal remedy, the parties' authorized contact persons listed in Section 2.3, or their authorized designees, will participate in a good faith in-person negotiation to resolve any such dispute.

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10.2 If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration or other proceeding.

10.3 The Kittitas County Superior Court shall be the sole and proper venue for any and all court actions brought to enforce or interpret the provisions of this Agreement.

10.4 This Agreement shall be governed by the laws of the State of Washington.

11. Applicable Laws. The parties, in performance of the work under this Agreement, shall abide by all applicable local, state and federal laws, regulations, and requirements.

12. Interpretation.

12.1 This Agreement has been submitted to the scrutiny of the parties and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its legal counsel.

12.2 Nothing contained in this Agreement shall be interpreted or construed to permit the assignment by either party of any rights or obligations in this Agreement and such assignment is expressly prohibited without the prior written consent of the other party.

13. Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

14. Recitals. The recitals in the preamble to this Agreement are incorporated by this reference and are a part of this Agreement.

15. Severability. In the event any term, provision, or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, provisions, conditions, or applications of this Agreement which shall be given effect without the invalid term, provision, condition, or application. To this end, the terms, provisions and conditions of this Agreement are declared severable.

16. Entire Agreement.

16.1 This Agreement contains all the terms and conditions agreed upon by and between the parties. 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. Any modification of this Agreement must be in writing and executed by both parties.

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16.2 This Agreement may be executed simultaneously or in counterparts each of which shall be deemed an original, but all of which shall be identical and constitute one and the same agreement.

16.3 This Agreement shall be binding upon the parties, their successors and assigns.

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IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties through their authorized representatives, effective as of the latest date written below.

CITY OF KITTITAS

DM Hinchliff
Signature

David M. Hinchliff
Printed Name

Chief of Police, City of Kittitas
Title

August 3, 2026
Date signed

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

[Signature]
Chair

[Signature]
Vice-Chair

Commissioner

09/01/26
Date signed

KITTITAS COUNTY SHERIFF

Clay
Clay Myers, Sheriff

7-30-26
Date signed

ATTEST:
[Signature]
☒ Clerk of the Board
☐ Deputy Clerk II

