

RESOLUTION 2014-T

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON
APPROVING AN INTERLOCAL AGREEMENT WITH PIERCE
COUNTY RELATING EMERGENCY CALL RESPONSE**

WHEREAS, the Town possesses the legal authority and responsibility to provide law enforcement services to its citizens; and

WHEREAS, the Town's boundaries lie within the County; and

WHEREAS, the County, through the Pierce County Sheriff's Department, provides law enforcement services to the citizens of Pierce County; and

WHEREAS, the County has the legal authority to extend its law enforcement services via interlocal agreement to cities and towns within the County; and

WHEREAS, the Town desires to enter into a contract agreement with the County relating to emergency call response; and

WHEREAS, the Town agrees to contract for, and the County agrees to provide, through the Sheriff, emergency call response services pursuant to the terms of this Agreement; and

WHEREAS, RCW 39.34 and other Washington law authorizes any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; now, therefore;

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

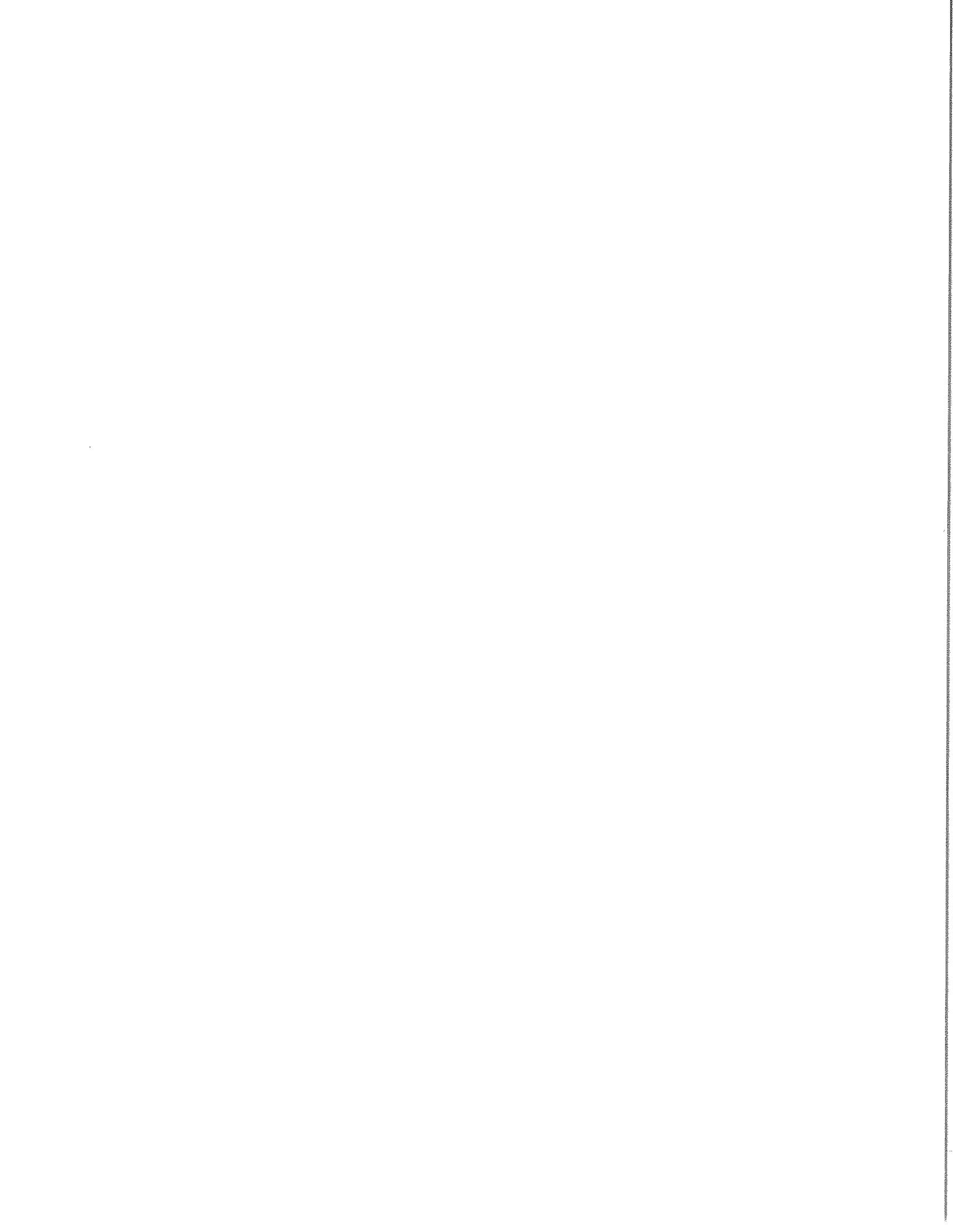
THAT: The interlocal agreement with Pierce County relating to emergency call response services, in the form attached hereto as Exhibit A, is approved.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 25th day of August 2014.

Mike Schaub, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk



**INTERLOCAL AGREEMENT BETWEEN
TOWN OF EATONVILLE AND PIERCE COUNTY
RELATING TO EMERGENCY CALL RESPONSE**

THIS AGREEMENT is made and entered into by and between the Town of Eatonville, a municipal corporation of the State of Washington (hereinafter referred to as the "Town") and Pierce County, a municipal corporation of the State of Washington (hereinafter referred to as the "County"). The Town and the County are collectively referred to as the Parties.

Recitals

WHEREAS, the Town's boundaries lie within the County; and

WHEREAS, the Town is responsible for providing law enforcement services to its citizens; and

WHEREAS, the County, through the Pierce County Sheriff's Department (hereinafter referred to as the "Sheriff") provides law enforcement services to the citizens of the County; and

WHEREAS, the County has the legal authority to extend its law enforcement services via interlocal agreement to cities and towns within the County; and

WHEREAS, the Town desires to enter into a contract agreement with the County relating to emergency call response; and

WHEREAS, the Town agrees to contract for and the County agrees to provide, through the Sheriff, emergency call response services pursuant to the terms of this Agreement; and

WHEREAS, chapter 39.34 RCW and other Washington law authorizes any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

NOW THEREFORE, in consideration of the Recitals set forth above and obligations set forth below, the Parties agree as follows:

Agreement

1. County's Responsibilities.
 - a. The County agrees to provide, through the Sheriff, 24 hours per day, seven days a week emergency call response to the Town at a rate of \$155 per call, including all additional law enforcement services arising from the emergency call.

- b. If the Town needs additional patrol coverage, the Town shall contact the Sergeant at the Mountain Detachment twenty-four hours in advance to provide the times to schedule the additional patrol coverage. The County shall respond on a per call basis at \$155 per call. The standard call response shall be for the 911 calls under the call structure established by the County.
- c. The County agrees to provide dedicated coverage to the Town as may be requested by the Town for community events and festivals at a 2014 overtime rate of \$78 per hour.
- d. The County staff designated for the dedicated overtime to the Town shall be consistent in carrying out County operational procedures.
- e. The County shall provide the Town with a monthly written status report that includes Calls for Service analysis and Incident Reports.
- f. The aforementioned rates shall be adjusted each January 1 of the calendar year based on the cost of living rate of the Seattle Consumer Price Index for Urban Consumers.
- g. The County's annual budget for the provision of these services shall be capped at \$ 5,000⁰⁰ per year.

2. Town's Responsibilities.

- a. The Town agrees to pay the County for the services provided by the County in accordance with the terms of this Agreement.
- b. The Town agrees to cooperate with the County on all matters for which the County provides an emergency response or dedicated coverage pursuant to Section 1.

3. Effective Date and Term. This Agreement shall begin on June 24, 2014 and shall automatically renew on January 1 of each year unless prior to December 31st either party provides 30 days' written notice of termination.

4. Administration. The Town shall designate one point of contact for the County and the County shall have one point of contact for operational issues and one for administrative issues. The Parties shall meet as necessary to discuss the implementation of this Agreement.

5. Indemnification and Defense.

- a. The County shall defend, indemnify and hold harmless the Town, its officers, appointed or elected officials, employees and agents from any and all liability, loss, costs, claims, judgments, or awards of damages and expense including attorney's fees, resulting from the acts or omissions of the County, its officers, appointed or elected officials, employees, or agents associated with this Agreement. In executing this Agreement, the County does not assume liability or responsibility for the release of the Town from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of Town ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Town ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the Town shall defend the same at its sole expense and if judgment is entered or damages are awarded against the Town, the County, or both, the Town shall satisfy the same, including all chargeable costs and attorney's fees.

- b. The Town shall defend, indemnify and hold harmless the County, its officers, appointed or elected officials, employees and agents from any and all liability, loss, costs, claims, judgments or awards of damages and expense including attorney's fees, resulting from the acts or omissions of the Town, its officers, appointed or elected officials, employees or agents associated with this Agreement. In executing this Agreement, the Town does not assume liability or responsibility for or release the County from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of County ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the County shall defend the same at its sole expense and if judgment is entered or damages are award against the County, the Town or both, the County shall satisfy the same, including all chargeable costs and attorney's fees.

- c. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County and the Town, its officers, officials, employees, and volunteers, the County's liability hereunder shall be only to the extent of the County's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the County's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

- d. The terms of this Section 5 Indemnification and Defense, shall survive the termination or expiration of this Agreement.

6. Insurance.

- a. The Town shall maintain at all times during the course of this Agreement a general liability insurance policy or other comparable coverage with a policy limit of not less than \$2,000,000.00 per occurrence and not less than \$2,000,000.00 aggregate limits.
- b. The County shall maintain at all times during the course of this Agreement a police professional liability and auto liability insurance policy with a self-insured retention of no more than \$2,000,000.00 and a policy limit of not less than \$5,00,000.00 per occurrence and not less than \$5,000,000.00 aggregate limits.
- c. The Parties agree to provide proof of insurance to the other party upon request.

7. Payment. The cost of services will be billed by the County monthly on the first working day of the month. Payments by the Town will be due by the end of the current month. The County will send a monthly detailed invoice for the charges to:

Town of Eatonville
201 Center St. W.
POB 309
Eatonville, WA 98328

The Town will reimburse the County by mailing payments to:

Pierce County Sheriff Department
Attention: Business Unit
930 Tacoma Avenue
Tacoma, WA 98402

8. Miscellaneous.

- a. The County does not intend by this Agreement to assume any contractual obligations to anyone other than the Town, and the Town does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and the Town do not intend that there be any third-party beneficiary to this Agreement and nothing in this Agreement shall be construed to create a liability or a right of indemnification by any third party. The terms of this Section 8(a) shall survive the termination or expiration of this Agreement.

- b. The County and the Town agree not to discriminate in the performance of this Agreement on the basis of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or veteran status, or the presence of any physical, mental, or sensory handicap. The County and the Town certify that they are Equal Employment Employers.
- c. Neither the County nor the Town shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.
- d. County is and shall at all times be deemed to be an independent contractor. No portion of this Agreement shall be construed as creating a relationship of employer and employee, or principal and agent, between the Town and the County, or any of the County's agents or employees. The County shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by the County pursuant to this Agreement. Nothing in this Agreement shall make any employee of the Town an employee of the County, or any employee of the County an employee of the Town for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded to employees of the County or of the Town by virtue of their employment.
- e. Industrial Insurance Coverage. The County shall provide or purchase industrial insurance coverage prior to performing work under this contract. The Town will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any subcontractor or employee of the County which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the County; the Contractor shall indemnify the Town of Eatonville and guarantee payment of such amounts.
- f. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of the Agreement. No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby.

County Executive (over \$250,000)

Date

