

RESOLUTION NO. 2010-28

A RESOLUTION OF THE TOWN OF GARFIELD, WASHINGTON, approving the 2011-2013 contract to provide police services and authorizing the Mayor to execute a contract for police services between the Town of Garfield and the City of Palouse.

WHEREAS, the Town of Garfield desires to contract for policing services to be provided by the City of Palouse, now therefore

BE IT HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GARFIELD, WASHINGTON, that the 2011-2013 contract to provide police services is approved and that the Mayor is hereby authorized to execute a contract for police services substantially in the form of the attached "Contract to Provide Police Service to the Town of Garfield" by and between the Town of Garfield and the City of Palouse.

PASSED BY THE TOWN COUNCIL THIS 31st DAY OF November, 2010.

TQWN COUNCIL:

TOWN COUNCIL:

Daymon Marple

~~2025~~

~~May 18~~

APPROVED:

APPROVED:  _____
Jarrod Pfaff, Mayor

ATTEST:

ATTEST: Annie Pillers
Annie Pillers, Clerk/Treasurer

**CONTRACT TO PROVIDE POLICE SERVICE
to the
TOWN OF GARFIELD**

Contract for police services made by and between:

TOWN OF GARFIELD, a municipal corporation organized under the laws of Washington, to be referred to in this contract as "the Town" or "the Town of Garfield,"

and

CITY OF PALOUSE, a municipal corporation organized under the laws of Washington, to be referred to in this contract as "the City" or "the City of Palouse."

PREMISES:

- A. Contracts such as that set forth herein are authorized and provided for under the provisions of RCW 39.34.080.
- B. The Town desires to contract for policing services to be provided by the City.
- C. The City has the equipment, personnel, and ability to provide policing services to the Town, and is willing to do so under the terms set forth in this contract.
- D. The City Council of the City of Palouse has approved and authorized this contract.
- E. The Town Council of the Town of Garfield has approved and authorized this contract.

Now, therefore, in consideration of these premises, and in and for consideration of the benefits to be derived by each party under the terms of this contract, it is agreed:

1. **Services**. The City, through its Police Department, shall provide to the Town community-oriented policing and law enforcement services within the corporate limits

of the Town to the extent and in the manner provided in this contract. Such services shall encompass the duties and functions normally and customarily rendered by a Town Marshal within the State of Washington, including but not limited to the enforcement of Washington State law and the ordinances and municipal code of the Town of Garfield. These services shall include a police officer's presence in the Town, on duty, providing policing and law enforcement services at least five (5) hours each day, seven (7) days per week. The actual scheduling of in-town service each day will be determined by the City's Chief of Police, after consultation with the Town's Mayor, based upon those times typically associated with the need for an increased police presence within the Town. In those situations where it becomes necessary for the officer assigned to the Town on a particular day to respond to an out-of-town emergency, the officer's schedule shall be adjusted so that, to the greatest extent possible, the actual, in-town presence that day will total five (5) hours. For the purposes of this contract, on those occasions when the officer is required to appear in Court on a case originating within the Town, the officer's time in Court that day will be considered time spent within the Town.

In addition to the regularly scheduled police presence in the Town, the City shall provide such additional officers as may be reasonably needed during special events such as the Town's annual May Day festival and other events as may be scheduled from time-to-time. At all other times when an officer is not actually present in the Town, emergency police response shall be available at any time, day or night. In the

event of an emergency, the response time shall not exceed twenty (20) minutes, subject only to conditions beyond the control of the responding officer, or emergency situations when no officer is available.

2. **Administrative Tasks.** The City shall perform all administrative tasks and duties as may be required in conjunction with the policing and law enforcement activities as may be conducted under the terms of this contract. Such tasks and duties include, for example, the preparation of notices of infractions, criminal citations, reports, logs, and maintaining and preserving evidence.

3. **Personnel and Equipment.** The Town shall furnish its existing police patrol car for use by the City while providing policing services to the Town under the terms of this contract. At all times during its use of the patrol car, the City shall operate the car and perform regular maintenance and service on the car in accordance with the manufacturer's recommendations. Should any major repairs become necessary, the City shall promptly notify the Town. The Town shall then have the option of either making the repairs, or withdrawing the car from further service.

The City shall furnish and supply other vehicles and equipment, and all personnel, supervision, communication facilities, and supplies necessary to maintain the level of policing and law enforcement services contemplated under the terms of this contract. The City shall also pay at its own expense all salaries, employee benefits, and other employment expenses and costs incurred to provide the services required under the terms of this contract.

4. **Office Facilities.** The Town will make available office space for use by the City's Police officers while providing policing and law enforcement services to the Town under the terms of this contract. The office space will include a desk, chairs, telephone, internet access, heat and electricity. The Town shall pay the cost of the heat and electricity, internet access, and basic telephone service.

5. **Standard of Performance.** All services provided by the City to the Town of Garfield under the terms of this contract shall be consistent with the standards of professionalism customarily employed in other towns and cities within the State of Washington. All of the City's Police officers providing policing and law enforcement services to the Town under the terms of this contract shall be duly qualified to act as law enforcement officers within the State of Washington.

6. **Policing Policies.** All officers employed in performance of the services and functions provided under the terms of this contract shall be employees of the City of Palouse, and shall be under the direction and control of the City's Mayor and Chief of Police; provided, the Chief of Police shall regularly consult with the Town's Mayor regarding policing and law enforcement issues and priorities important to the citizens and residents of the Town of Garfield. Failure to regularly consult with the Mayor shall be considered a default of a material term of this contract.

7. **Liability.** The Town shall not be liable in any manner for the performance or non-performance of any of the policing or law enforcement duties described in this contract, or for any compensation or indemnity to the City's Police Chief, police

officers, or other employees of the City of Palouse for injury or sickness arising out of his or her employment and/or services provided to the Town under the terms of this contract. The City agrees to indemnify and hold the Town and its officers, officials, employees, and agents harmless from all claims, causes of action, lawsuits, and other liabilities arising out of the City's performance or non-performance of the duties and services required under the terms of this contract. However, in executing this contract, the City does not assume any liability or responsibility arising out of the existence or effect of any ordinance or code section of the Town; if any claim, cause of action, lawsuit, or other proceeding, other than a challenge raised in defense of a criminal prosecution or criminal appeal is commenced in which the enforceability or validity of any of the Town's ordinances or code sections is at issue, the Town shall defend the same at its own expense. Likewise, if any judgment is entered or damages are awarded against the Town and/or the City of Palouse based upon the enforceability or validity of any of the Town's ordinances or code sections, the Town of Garfield shall satisfy the judgment or award.

The Town of Garfield shall indemnify and hold the City and its officers, officials, employees, and agents harmless from any claims or losses arising out of the performance of this contract which are based solely upon the act or omission of an officer, official, employee or agent of the Town.

8. **Reports to Mayor and Council.** The City shall promptly notify the Town's Mayor or, in the Mayor's absence, the Town Clerk, of any significant criminal incident

or other significant law enforcement incident occurring within the Town, but only to the extent the notification does not jeopardize an on-going investigation, and only to the extent the notification does not violate any legally protected confidentiality or privacy rights. In addition, the City's Chief of Police shall provide a written report of all policing and law enforcement services provided by the City to the Town each month. The report shall be provided not later than the first regularly scheduled meeting of the Garfield Town Council each month, and shall report on all such services provided during the preceding month. The City's Chief of Police or the Chief's designee shall appear before the Garfield Town Council as the Town Council or Mayor of the Town of Garfield may from time-to-time request, to report on issues of concern to the Town Council, and to answer questions pertaining to the policing services required or provided under the terms of this contract. Failure to respond to any such request without good cause shall constitute a default of a material term of this contract.

9. **Term.** Unless sooner terminated as provided below, the term of this contract shall be from January 1, 2011, through December 31, 2013. Thereafter, this contract may be renewed for one or more additional, annual terms upon the written agreement of the parties.

This contract shall be terminable by either party at anytime, without cause, upon not less than 180 days prior, written notice to the other, or for cause at anytime upon not less than 10 days prior, written notice to the other. If this contract is

terminated early with or without cause, all compensation paid to the City for services to be rendered as provided under the terms of this contract shall be prorated as of the date of termination. The unused balance of such compensation shall be refunded to the Town within 30 days following termination.

Upon termination of this contract with or without cause, or upon the expiration of this contract, the City shall deliver or make reasonably available to the Town for the purpose of furthering investigations, prosecuting cases, or defending against any claims, causes of action, or other liabilities arising out of policing and law enforcement actions conducted within the Town, all evidence, police reports, written statements, case files, and other records pertaining to the City's policing and law enforcement activities within the Town during the term of this contract. In addition, the City shall cooperate with the Town in the Town's efforts to complete any pending investigations or prosecutions arising out of the City's policing and law enforcement activities conducted in the performance of this contract.

10. **Seizure and Sale of Property**. The proceeds from the sale of any property seized within the Town by the City under any State or federal law authorizing the seizure and sale of the property used in criminal activities shall belong to the Town of Garfield.

11. **Compensation**. As compensation for the services provided under the terms of this contract, the Town shall pay to the City the sum of SIXTY-SEVEN THOUSAND, NINE HUNDRED EIGHTY DOLLARS (\$67,980.00) for the period from January 1, 2011,

through December 31, 2011; the sum of SIXTY-EIGHT THOUSAND, NINE HUNDRED NINETY-NINE and 70/100 DOLLARS (\$68,999.70) for the period beginning January 1, 2012, through December 31, 2012; and the sum of SEVENTY THOUSAND NINETEEN and 40/100 DOLLARS (\$70,019.40) for the period beginning January 1, 2013, through December 31, 2013. This compensation shall be payable in monthly installments of at least FIVE THOUSAND, SIX HUNDRED SIXTY-FIVE DOLLARS (\$5,665.00) for year 2011, FIVE THOUSAND SEVEN HUNDRED FORTY-NINE and 98/100 DOLLARS (\$5,749.98) for year 2012, and FIVE THOUSAND EIGHT HUNDRED THIRTY-FOUR and 95/100 DOLLARS (\$5,834.95) for year 2013. The first monthly installment shall be due not later than January 15, 2011. Thereafter, one installment shall be due and payable on the first day of each succeeding month during the term of this agreement.

12. **Information Required under the Interlocal Cooperation Act, RCW Chapter 39.34.** No separate legal or administrative entity is created by this contract. For the purposes of RCW 39.34.030, subject to the provisions set forth in Sections 1 and 6, above, the policing services to be provided under this contract shall be administered by the City's Chief of Police, under the supervision and control of the City's Mayor. Any property now or hereafter acquired by either party for use under the provisions of this contract shall be the property of the acquiring party, to be used, held and disposed of at the discretion of the acquiring party.

SIGNED AND DATED by each party as set forth below, to be effective _____

Jan. 1, 2011.

TOWN OF GARFIELD,

By: [Signature]
Mayor

Attest: [Signature]
Clerk

CITY OF PALOUSE,

By: [Signature]
Mayor

Attest: [Signature]
Clerk