

INTERLOCAL AGREEMENT BETWEEN KITTTAS COUNTY AND CHELAN COUNTY

This agreement is entered into between in Kittitas County Sheriff's Office (KCSO) 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/Douglas Regional Public Safety Answering Point (PSAP), RiverCom911, 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 to prosecution, and related activities subsequent to the initial response.

III. ADMINISTRATION

This agreement will be administered by KCSO.

IV. 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.

V. IDEMNIFICATION

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

VI. 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.

VII. CHOICE OF LAW AND VENUE

This agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. If a dispute arises between or among the Parties, and the parties are unable to resolve the dispute between themselves, the Parties shall proceed in good faith to submit the matter to mediation. The parties shall mutually agree on the selection of a neutral mediator. If the parties are unable to agree to a neutral mediator, the Chelan County Superior Court will select and appoint a neutral mediator. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to litigation.

If mediation is not successful in resolving the dispute, then any additional action may be instituted only in Chelan Superior Court. In the event of a dispute or legal action relating to this agreement, each party shall pay its own costs and attorneys fees.

VIII. 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.

IX. 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.

X. PROPERTY AND EQUIPMENT

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

XI. FILING

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

XII. EFFECTIVE DATE

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

Dated this 2nd day of January 2024.

For the KCSO:

Clay Myers
Clay Myers, Kittitas County Sheriff



ATTEST:
CLERK OF THE BOARD - Deputy
Julie A. Kjorsvik

KITTITAS COUNTY BOARD OF COMMISSIONERS

[Signature]
Chairman

[Signature]
Vice-Chairman

[Signature]
Commissioner

APPROVED AS TO FORM:

[Signature]
Douglas Mitchell, DPA Kittitas County

Dated this 8th day of JANUARY 2024.

Michael Morrison
Michael Morrison, Chelan County Sheriff



ATTEST:

CLERK OF THE BOARD
[Signature]

CHELAN COUNTY BOARD OF COMMISSIONERS

[Signature]
Chair

[Signature]
Commissioner

[Signature]
Commissioner

APPROVED AS TO FORM:

[Signature]
Chelan County Prosecutor