CONTRACT TO FURNISH POLICE SERVICES

This Contract is made between the CITY OF GRAND COULEE and the CITY OF ELECTRIC CITY, both being municipal corporations located in Grant County, State of Washington.

RECITALS:

- 1. Grand Coulee now has a full-time police department consisting of three or more full time police officers.
- 2. Electric City is authorized and obligated by the laws of the State of Washington, through the Office of the Police Chief, to provide police protection within the city, but desires to avail itself of such services by contract with Grand Coulee. (Pursuant to RCW 39.34, Interlocal cooperation act).

In consideration of the mutual covenants contained herein, Grand Coulee and Electric City agree as follows:

SECTION 1. - FURNISHING POLICE SERVICES:

The City of Grand Coulee shall furnish police services to the City of Electric City on a 24-hour, 7 days a week response basis and shall provide for approximately 25% of the department's time for traffic control; routine police patrol including but not limited to foot, vehicular patrols, community policing services such as vacation checks of homes, courtesy safety inspections, agency referrals, attendance at school events, checking security of businesses, and personal contacts as are customary in a small town; and criminal investigation within the geographic boundaries of the City including the collection and processing of evidence.

All police services furnished by Grand Coulee shall be performed by fully-commissioned law enforcement officers.

Incident reports and officer activity sheets shall be delivered to Electric City monthly, so that the Mayor and Council can be apprised of police activity in Electric City.

The Grand Coulee Police Department shall also provide monthly reports and logs no later than the 10th day of the following month. It is strictly understood that these reports and logs will be delivered promptly and without fail within such time period.

An "on duty" officer shall attend a portion of one Electric City Council meeting per month.

SECTION 2. – ADMINISTRATION:

No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the respective Offices of the Mayors of Grand Coulee and Electric City. Issues or disputes related to the implementation of this Agreement shall be referred to each respective governing authority for resolution. Provided, that either party shall be entitled to seek legal remedies including, but not limited to, such remedies as set forth in Chapter 39.34 RCW.

SECTION 3. - INDEPENDENT CONTRACTOR:

The parties expressly agree that the City of Grand Coulee is acting as an independent contractor and all persons rendering services hereunder shall be for all purposes employees of the City of Grand Coulee. Grand Coulee shall furnish uniforms and any other necessary equipment and shall bear the cost of police officer's Social Security Taxes and Unemployment Taxes and any other fringe benefits.

SECTION 4. - SUPERVISION OF OFFICERS:

The supervision of the officers will be the responsibility of the Chief of Police of Grand Coulee who shall be responsive to all suggestions for patrol and enforcement improvements, consistent with good judgment, from the Mayor of Electric City whenever such are brought to his attention. The Mayor of Electric City shall appoint the Chief of Police as the Police Chief of Electric City.

SECTION 5. - CHARGE FOR SERVICE:

For said service, Electric City agrees to pay to Grand Coulee the sum of One Hundred Twenty-Five Thousand and no cents (\$125,000.00) for the 2016 contract year, said sum to be prorated and paid on a monthly basis. Each prorated payment is due and payable the last day of each month at Grand Coulee City Hall. Commencing January 1, 2017, rate shall be amended with a maximum increase based upon the increase in the Consumer Price Index, Pacific Cities and U.S. City Average, Urban Wage Earners and Clerical Workers Index (CPI-W), published by the Department of Labor Statistics, based upon the total Consumer Price Index change for all items as compared from the July to July statistics for the preceding twelve (12) months, subject to a 2.0% minimum and a 5% maximum annual increase. In the event this CPI is no longer produced, then the next most geographically similar urban wage earners and clerical workers (CPI-W) index shall be used.

In addition to the amount stated above, Electric City agrees to pay all fees invoiced to Electric City by the Multi Agency Communications Center E9-1-1 (M.A.C.C) for law enforcement dispatch services.

The parties anticipate the award of grants from various sources from time to time that may be applied toward the Grand Coulee's actual cost of providing the law enforcement services. Any such grant that is specifically in conjunction with the provision of law enforcement services for the Electric City or the personnel assigned to provide the law enforcement services for Electric City shall be credited against the payments then due from Electric City.

SECTION 6. - APPLICABLE LAW:

Electric City shall commission and authorize Grand Coulee through appointment of its Chief of Police as Police Chief to enforce and carry into effect all City Laws, Ordinances, Regulations and the like and the Grand Coulee Police Department is hereby authorized and empowered to take all necessary steps to enforce such laws, regulations, and ordinances. The Grand Coulee Police Department and all officers thereof are hereby further authorized to exercise any concurrent jurisdiction and authority they may have pursuant to applicable state or county law.

SECTION 7. - INSURANCE:

Grand Coulee shall obtain general public liability and motor vehicle insurance on comprehensive form of policy and will provide for bodily injury and property damage liability, provided that Electric City shall pay any deductible amounts.

SECTION 8. - JAIL EXPENSES:

Electric City shall pay its own jail service expenses at the Grant county jail, or any other place of confinement outside of Grand Coulee.

SECTION 9. - INDEMNIFICATION

Grand Coulee will indemnify, hold harmless and defend Electric City against all claims made by reason of alleged acts or omissions on the part of law enforcement personnel, even if such claims are groundless; except in cases arising from an invalid Electric City Ordinance. Electric City shall not be liable for compensation or indemnity of any Grand Coulee employee for injury or sickness arising out of his or her employment, or by reasons of the performance of any of the services provided for herein. Grand Coulee indemnifies Electric City against any loss or expense by reason of injury or sickness compensation or indemnity arising out of employment of any Grand Coulee personnel serving the City hereunder. The provisions of this Paragraph shall apply to claims by Grand Coulee's employees to which the City might otherwise be immune under Title 51 RCW. This waiver of immunity under Title 51 RCW has been mutually negotiated by the parties hereto.

SECTION 10. - NOTICES:

All notices pursuant to this Agreement shall be in writing and shall be transmitted by facsimile or Untied States Postal Service, postage prepaid. Any such notice is effective upon receipt by the party to whom the notice is directed. Proof of delivery via facsimile shall be sufficient upon showing of a receipt of successful transmission produced by the sending facsimile machine and indicating the telephone number to which the transmission was sent, provided that the receipt indicates the transmission was sent to the phone number of the intended recipient.

Notices shall be sent to the following addresses unless written notice of a change of address has been given pursuant hereto:

To Grand Coulee:

Mayor of City of Grand Coulee 306 Midway Ave PO Box 180 Grand Coulee, WA 99133

To Electric City:

Mayor of City of Electric City 10 Western Avenue P.O. Box 130 Electric City, WA 99123

SECTION 11. - NEGOTIATIONS:

Negotiations to commence January 1, 2017 for the 2018-2020 police contract, with the City of Grand Coulee submitting to the City of Electric City a proposal for the service.

SECTION 12. - TERM OF AGREEMENT AND TERMINATION OF CONTRACT:

This agreement including the above described police protection and payment therefore shall take effect at 0001 hours on January 1, 2016 and shall extend for twenty-four (24) calendar months. However, either party may terminate this contract on sixty days (60) written notice to the other.

Dated this 16 Day of December, 2015.	
CITY OF GRAND COULEE	CITY OF ELECTRIC CITY
Chris D. Christopherson, Mayor	John T. Nordine II, Mayor
Attest:	Attest:
Carol Boyce, City Clerk/Treasurer	Jacqueline Perman, Clerk/Treasurer