

**BOARD OF COUNTY COMMISSIONERS  
Grant County, Washington**

**RESOLUTION AUTHORIZING EXECUTION  
OF INTERLOCAL AGREEMENT WITH  
MOSES LAKE POLICE DEPARTMENT**

RESOLUTION No. 14-<sup>078</sup>-CC

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Grant County, Washington, by and through Grant Integrated Services' Prevention and Recovery Center (PARC), and the Moses Lake Police Department are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

**WHEREAS**, it is the desire of Grant County and the Moses Lake Police Department to enter into an interlocal agreement for the purpose of carrying out enforcement strategies identified within the Enforcing Underage Drinking Laws Discretionary Grant concerning underage drinking laws, when such activities and efforts are determined to be in the mutual best interests of the parties.

**NOW, THEREFORE, BE IT RESOLVED**, that the attached Interlocal Agreement between PARC and the Moses Lake Police Department be executed by and between Grant County and the Moses Lake Police Department.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of December, 2014.

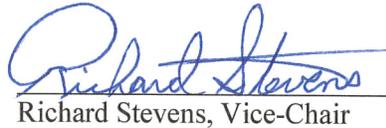
**BOARD OF COUNTY COMMISSIONERS  
GRANT COUNTY, WASHINGTON**

Yea    Nay    Abstain

  
\_\_\_\_\_  
Carolann Swartz, Chair

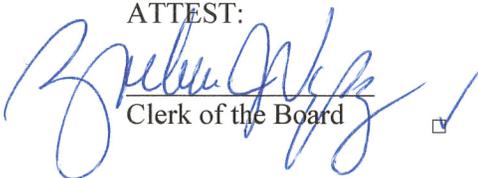
      

  
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Richard Stevens, Vice-Chair

  
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Cindy Carter, Member

ATTEST:

  
\_\_\_\_\_  
Clerk of the Board

## **INTERLOCAL AGREEMENT BETWEEN PARC AND THE MOSES LAKE POLICE DEPARTMENT**

This Interlocal Agreement ("Agreement") is executed between Grant County a third-class county, duly organized and operating under and by virtue of the Constitution and the laws of the State of Washington, ("COUNTY"), by and through the Grant County Prevention and Recovery Center ("PARC"), and the Moses Lake Police Department ("MLPD"), pursuant to Chapter 39.34 RCW.

### **I. INTENT**

The purpose of this Agreement is to memorialize the intent of PARC and the MLPD. MLPD will participate in the Moses Lake Prevention Coalition, and will carry out enforcement strategies identified within the Enforcing Underage Drinking Laws (EUDL) Discretionary Grant concerning underage drinking laws, to wit: compliance checks, Party Intervention Patrols, and source investigations. The role of PARC and MLPD shall be characterized by their respective statutory authority and responsibility regarding persons mutually served.

### **II. SCOPE OF WORK**

MLPD shall provide the following services:

1. An MLPD representative shall participate in coalition meetings;
2. Officers assigned by MLPD shall participate in trainings related to underage drinking enforcement and laws;
3. MLPD shall communicate directly with the Coalition Coordinator for the purpose of scheduling enforcement activities, including, but not limited to, dates, times, officer involvement, and outside agency coordination;
4. MLPD shall conduct enforcement activities related to underage drinking laws including, but not limited to, compliance checks, source investigations and Party Intervention Patrols;
5. MLPD acknowledges, agrees and understands that all enforcement activities will be conducted in accordance with grant requirements and training guidelines;
6. MLPD shall assist with reporting and evaluation of trainings and enforcement activities, and any required subsequent activities;
7. MLPD shall provide necessary data on a regular basis to report on effects of enforcement activities.

Further, MLPD acknowledges receipt of a copy of the Interlocal Agreement executed between Grant County and the Washington State Liquor Control Board.

### **III. PERIOD OF PERFORMANCE**

The performance of the Scope of Work contained in this Agreement shall commence no later than October 1, 2014, and be completed by MLPD no later than June 30, 2015.

### **IV. PAYMENT**

Participating MLPD officers will be paid \$62.17 per hour per officer, for each officer's time at training and conducting enforcement activities. Provided: the maximum amount of total compensation paid by PARC to MLPD under this Agreement shall not exceed \$6,000.00.

MLPD shall be responsible for all costs related to benefits regularly provided to such deputy concerning performance of services under this Agreement. MLPD shall be responsible for payment of all employment taxes, if any, as it concerns compensation for each participating officer. Provided: PARC shall not be liable for compensation or indemnity to any MLPD officer for injury or sickness arising out of his/her employment, or by reasons of the performance of any of the services provided for herein.

### **V. BILLING PROCEDURE**

PARC will reimburse MLPD within 30 days upon receipt of signed timesheets and logs and/or any requested supporting documentation.

### **VI. RECORDS MAINTAINENCE**

The parties to this Agreement shall each maintain documents that sufficiently reflect all direct and indirect costs expended by either agency in the performance of this Agreement. These documents are subject to inspection, review or audit by persons of either agency, by persons authorized by either agency, by the Office of the State Auditor, or by federal officials authorized by law. All documents relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to any of these materials during this period.

### **VII. INDEPENDENT CAPACITY**

The employees or agents of each agency who are engaged in the performance of this Agreement shall continue to be employees or agents of that agency and shall not be considered for any purpose to be employees or agents of the other agency.

### **VIII. ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Amendments are not binding unless they are in writing and signed by persons authorized to bind each of the parties.

## **IX. TERMINATION**

Either agency may terminate this Agreement for any reason or no reason upon 30 days written notice to the other agency. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred prior to the effective date of termination

## **X. GOVERNANCE**

This Agreement shall be governed by and interpreted according to the laws of the State of Washington. In the event of any suit or action or other legal proceeding to enforce this Agreement, venue shall be a court of competent jurisdiction in Grant County, Washington.

## **XI. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either agency in whole or in part, without the express prior written consent of the other agency; consent shall not be unreasonably withheld.

## **XII. SEVERABILITY**

Each of the provisions of this Agreement is severable. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, that invalidity shall not affect any other provision of this Agreement providing that it can be given effect without the invalid provision and providing that the remaining provisions conform to the requirements of applicable law and the fundamental purpose of this Agreement.

## **XIII. ADMINISTRATION OF AGREEMENT**

This Agreement shall be administered by PARC and the MLPD. Issues and/or disputes related to implementation of this Agreement shall be referred to each respective governing authority for resolution. Provided: either party shall be entitled to seek legal remedies including, but not limited to, such remedies as set forth in Chapter 39.34 RCW.

## **XIV. INSURANCE**

For the duration of this Agreement, each party shall maintain its own insurance; insuring damage to its own real and personal property and equipment.

## **XV. INDEMNIFICATION**

To the fullest extent permitted by law, MLPD shall indemnify and hold harmless the PARC/COUNTY, its officers, its commissioners, its agents and its employees from and against any liability, suits, claims, actions, damages, losses and expenses of whatsoever kind or nature including, but not limited to, attorney's fees and costs arising out of, in connection

with, or incident to the MLPD's performance of the terms of this Agreement, including specifically claims or suits based in whole or in part of deficient or inadequate or negligent acts or omissions on the part of the MLPD, its employees, and/or its agents and its/their performance under this Agreement. This indemnity shall also cover all losses, claims, expenses, attorney's fees, liabilities and judgments including those for personal injury or death or for damages to personal property, irrespective of whether in connection with such act or omission, it is alleged or claimed that negligence of PARC/COUNTY or its representatives or third parties caused or contributed thereto. This indemnity provision is not intended to indemnify PARC/COUNTY from the negligence of PARC/COUNTY's own employees, officers or agents.

To the fullest extent permitted by law, PARC/COUNTY shall indemnify and hold harmless MLPD, its officers, its directors, its agents and its employees from and against any liability, suits, claims, actions, damages, losses and expenses of whatsoever kind or nature including, but not limited to, attorneys fees and costs arising out of, in connection with, or incident to PARC/COUNTY's performance of the terms of this Agreement, including specifically claims or suits based in whole or in part of deficient or inadequate or negligent acts or omissions on the part of PARC/COUNTY, its employees, and/or its agents and its/their performance of the work specified by this Agreement. This indemnity shall also cover all losses, claims, expenses, attorney's fees, liabilities and judgments including those for personal injury or death or for damages to personal property, irrespective of whether in connection with such act or omission, it is alleged or claimed that negligence of MLPD or its representatives or third parties caused or contributed thereto. This indemnity provision is not intended to indemnify the MLPD from the negligence of MLPD's own employees, officers or agents.

PROVIDED: Neither this Agreement or any content herein shall create an employer-employee or principal-agent relationship, and/or partnership or joint venture between the COUNTY and the CITY.

## **XVI. NOTICES**

All notices pursuant to this Agreement shall be in writing and shall be transmitted by facsimile or United 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 MLPD: Chief Dave Ruffin  
Moses Lake Police Department  
411 Balsam Street  
Moses Lake, WA 98837  
(509) 764-3887  
Email: druffin@cityofml.com

To COUNTY: Wendy Hanover, Program Manager  
Grant County Prevention and Recovery Center  
P.O. Box 1217  
Moses Lake, WA 98837  
(509) 765-5402  
Email: whanover@grantcounty.wa.gov

**XVII. AUTHORITY**

Each of the undersigned hereby represents and warrants to the other party that they have the authority to execute and carry out the terms of this Agreement.

**XVIII. ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement among the parties hereto with respect to the subject matter herein and supersedes all prior agreements, contracts and understandings, written and oral.

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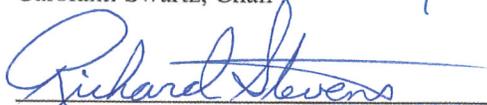
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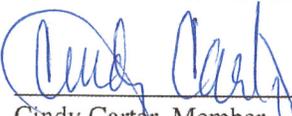
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DATED the 15<sup>th</sup> day of December, 2014.

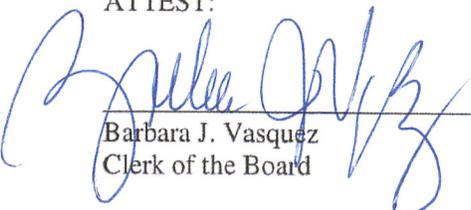
BOARD OF COUNTY COMMISSIONERS  
GRANT COUNTY, WASHINGTON

  
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Carolann Swartz, Chair

  
\_\_\_\_\_  
Richard Stevens, Vice Chair

  
\_\_\_\_\_  
Cindy Carter, Member

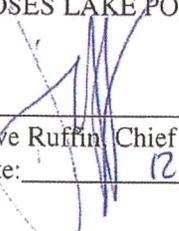
ATTEST:

  
\_\_\_\_\_  
Barbara J. Vasquez  
Clerk of the Board

GRANT INTEGRATED SERVICES:  
PREVENTION AND RECOVERY CENTER

By   
\_\_\_\_\_  
Wendy Hanover, Program Manager  
Date: 12/10/14

MOSES LAKE POLICE DEPARTMENT

By   
\_\_\_\_\_  
Dave Ruffin, Chief  
Date: 12/1/14

CITY OF MOSES LAKE

By   
\_\_\_\_\_  
Joseph K. Gavinski, City Manager  
Date: 12-1-14