

---

**INTERLOCAL AGREEMENT  
FOR LAW ENFORCEMENT SERVICES  
AS PROVIDED BY THE SPOKANE COUNTY SHERIFF'S OFFICE  
TO THE CITY OF MILLWOOD**

**THIS AGREEMENT** made and entered into among **Spokane County**, a political subdivision of the state of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY," the **Spokane County Sheriff**, a separate elected official of Spokane County, having offices for the transaction of business at 1100 West Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as "SHERIFF" and the **City of Millwood**, a municipal corporation of the state of Washington, having offices for the transaction of business at 9103 E Frederick Ave, Millwood Washington 99206, hereinafter referred to as "CITY," jointly hereinafter referred to as the "Parties" and individually referred to as "Party".

**COUNTY, SHERIFF, and CITY agree as follows:**

**SECTION NO. 1: RECITALS AND FINDINGS**

**1.1** Under RCW 36.32.120(6), the Board of County Commissioners of Spokane County, acting on behalf of Spokane County, has the care of County property and the management of County funds and business.

**1.2** Under chapter 39.34 RCW ("Interlocal Cooperation Act"), public agencies may contract with each other to perform certain functions which each may legally perform.

**1.3** Under chapter 36.28 RCW, the Spokane County Sheriff is the Chief Law Enforcement Officer and Conservator of the Peace of Spokane County.

**1.4** The City of Millwood desires to utilize the services of the Spokane County Sheriff's Office to provide law enforcement services.

**SECTION NO. 2: DEFINITIONS**

**2.1 Agreement:** "Agreement" means this Interlocal Agreement among Sheriff, City and County regarding the provision of law enforcement services.

**2.2 City:** "CITY" means the City of Millwood.

**2.3 County:** "COUNTY" means Spokane County.

**2.4 Services:** "Services" means those services identified in Exhibit 1.

**2.5 Sheriff:** "SHERIFF" means the duly elected sheriff of Spokane County possessing those general duties set forth in chapter 36.28 RCW.

**2.6 Uncontrollable Circumstances:** “Uncontrollable Circumstances”, including but not limited to, means the following events: riots, wars, civil disturbances, insurrections, acts of terrorism, external fires and floods, volcanic eruptions, lightning or earthquakes at or near where the Services are performed and/or that directly affect providing of such Services.

### **SECTION NO. 3: PURPOSE**

The purpose of this Agreement is to reduce to writing the Parties’ understanding as to the terms and conditions under which SHERIFF will provide Services to CITY.

### **SECTION NO. 4: DURATION AND TERMINATION**

**4.1 Initial Term and Renewal.** The initial term of this Agreement shall commence as of 12:01 A.M. on January 1, 2025, and run through midnight, December 31, 2028, Thereafter, this Agreement shall automatically renew for three-year time frames, unless the termination process outlined herein is invoked.

**4.2 Process for Termination.** This Agreement may be terminated by any Party by providing written notice after December 31, 2025, to all other Parties. CITY shall consult with SHERIFF prior to providing written notice of termination under this subsection. SHERIFF shall consult with CITY prior to providing written notice of termination under this subsection. This termination shall be effective (24) twenty-four months after written notice is provided. The same time intervals for terminations shall apply to future terms if the termination process is not invoked during the initial contract period.

**4.3 Implementation of Termination.** When notice of termination is given, SHERIFF and CITY agree to jointly prepare a Transition Plan and complete by a mutually agreed date.

**4.3.1 Transition Plan.** The Transition Plan shall identify and address, among other items (i) personnel issues; (ii) workload; (iii) ongoing case assignments; and (iv) the transfer of records. If the SHERIFF and CITY cannot mutually agree to the terms of the Transition Plan, either Party can request arbitration as provided in Section No. 18. SHERIFF and CITY shall equally share the cost of said arbitration.

**4.3.2 Implementation of Transition Plan.** Parties agree to use all best efforts to create and effectuate a mutual implementation of the Transition Plan.

**4.4 Termination of the Agreement-Vehicles and Equipment.** At the termination of this Agreement, CITY shall have the option to purchase, subject to agreement of SHERIFF and COUNTY, COUNTY-owned vehicles and/or equipment used to provide Services.

**4.5 Waiver of Statutory Terms.** To the extent that it is applicable to law enforcement Services, the Parties hereby waive the statutory termination rights of RCW

39.34.180(3) and elect instead to follow these contractual termination procedures as the sole method of terminating this Agreement, the terms of which are detailed in this section.

## **SECTION NO. 5: SERVICES**

**Services Provided and Service Levels.** The SHERIFF shall provide those Services set forth in Exhibit “1,” attached hereto and incorporated herein by this reference. These Services shall only be changed by mutual written agreement of Parties.

## **SECTION NO. 6: COST OF SERVICES**

### **6.1 Cost Methodology**

Cost will be calculated using the ‘cost per FTE’ formula developed by the budget office. The cost per FTE will be calculated on an annual basis and provided to the CITY prior to the new year’s budget cycle. The cost per FTE is a loaded cost for all Sheriff’s Operations that would be available as part of the services contract.

The cost methodology as defined by the Spokane County Budget Office for the dedicated deputy positions takes into consideration 2022 actual expenses and includes Indirect County costs, SREC Dispatch costs, and Joint Use cost A 3% escalator will be factored each year moving forward (for the duration of the contract). The intent of this contract is for Spokane County to recover its costs while providing a methodology that is easy to implement and manage.

Based on the 2024 actuals the budget office set price per FTE at \$309,000 with a 3% escalator for 2025, 2026, and 2027.

2025 318,270 per FTE  
2026 327,818 per FTE  
2027 337,653 per FTE

## **SECTION NO. 7: CITY’S RESPONSIBILITIES**

In support of the SHERIFF providing the Services describe above, the CITY shall perform as follows:

**7.1 Municipal Police Authority.** The CITY shall retain all police powers and by virtue of this Agreement, confers municipal police authority on such SHERIFF Deputies as might be engaged hereunder in enforcing CITY ordinances within the boundaries of the CITY, for the purpose of carrying out this agreement.

**7.2 Municipal Code.** The CITY shall, to the extent reasonably possible taking into consideration local circumstances, endeavor as it adopts local ordinances to have such ordinances be consistent with Spokane County ordinances or state law. It is recognized that it is in the interest of both parties to this Agreement that reasonable uniformity of

common regulations will promote the efficient provision of law enforcement services. Nothing in this language shall prevent the CITY from adopting ordinances it determines to be necessary and in the best interest of the citizens of the CITY.

**7.3 Responsibility for Record Maintenance.** The CITY will retain responsibility under the Public Records Act codified in chapter 42.5 RCW, for the maintenance of all documents and records defined as such under the Act generated by the CITY.

## **SECTION NO. 8: SHERIFF'S RESPONSIBILITIES**

**8.1** The SHERIFF or his/her designee agrees to meet at least semi-annually with the City Council at one of their regularly scheduled meetings.

**8.2** The SHERIFF or his/her designee agrees to attend staff meetings as requested by the CITY Mayor or his/her designee

**8.3** The SHERIFF or his/her designee agree to meet upon request by the CITY Mayor or his/her designee to discuss any Service provided under the terms of this Agreement.

## **SECTION NO. 9: OFFICER ASSIGNMENT, RETENTION, DISCIPLINE AND HIRING**

COUNTY is acting hereunder as an independent contractor as to:

**9.1 Hiring.** The SHERIFF shall hire, assign, retain and discipline all employees according to applicable collective bargaining agreements, civil service rules, and state and federal laws.

**9.2 Standards of Performance Governed by the SHERIFF.** Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed by the SHERIFF. Provided, however that only qualified, trained personnel meeting all of the requirements of applicable state laws or regulations shall be utilized in the performance of Service.

**9.3 Mutual Aid.** Deputies assigned to service in Millwood shall provide mutual aid to other local law enforcement agencies, when possible, for emergency requests.

This section does not diminish the SHERIFF's State Constitutional and statutory law enforcement powers pursuant to chapter 36.28 RCW, nor his ultimate authority over all SHERIFF's Office employees.

## **SECTION NO. 10: PROPERTY, EQUIPMENT, AND TRAINING**

**10.1 Ownership of Property and Equipment.** The ownership of all property and equipment utilized in association with either SHERIFF or CITY meeting their responsibilities under the terms of this Agreement shall remain with the original owner at all times to include termination, unless otherwise specifically and mutually agreed upon in writing by the Parties to this Agreement.

**10.2 Stationery, Notices, and Forms.** The CITY agrees the SHERIFF may use SHERIFF'S stationery in conjunction with providing services under this agreement.

**10.3 Police Department Building, Maintenance, and Janitorial.** The CITY will maintain the offices and Police Department building in good working order, provide utilities and janitorial services as part of their obligations under this agreement.

#### **SECTION NO. 11: MUNICIPAL COURT SERVICES**

**11.1** The PARTIES acknowledge that the CITY contracts with the Spokane County District Court for Municipal Court Services.

**11.2** The SHERIFF agrees to file Millwood Misdemeanor cases and civil infractions in Spokane County District Court.

#### **SECTION NO. 12: RECORDS**

All records prepared, owned, used or retained by COUNTY or SHERIFF in conjunction with providing Services under the terms of this Agreement shall be deemed COUNTY property and shall be made available to CITY upon request by the City Manager subject to the records retention schedule set forth by the Washington State Secretary of State, the attorney-client and attorney work product privileges set forth in the statute, court rule or case law. The Parties agree to cooperate in complying with the provisions of chapter 42.56 RCW. Should the Agreement terminate, the Parties will meet, and discuss the nature and extent of records required to be transferred to the successor agency. The COUNTY agrees to effect the transfer no later than the last day of the contract. The cost of any transfers of records to the control of the CITY under this provision shall be assumed solely by the CITY.

#### **SECTION NO. 13: UNCONTROLLABLE CIRCUMSTANCES/IMPOSSIBILITY**

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from Uncontrollable Circumstances shall be deemed not a default under this Agreement.

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from any change in or new law, order, rule or regulation of any nature which renders providing of Services in accordance with the terms of this Agreement legally impossible, and any other circumstances beyond the control of the SHERIFF, which render legally impossible the performance by the SHERIFF of its obligations under this Agreement, shall be deemed not a default under this Agreement.

#### **SECTION NO. 14: RELATIONSHIP OF THE PARTIES**

For the purpose of this section, the terminology "COUNTY" shall also include SHERIFF.

The Parties intend that an independent contractor relationship will be created by this Agreement. COUNTY shall be an independent contractor and not the agent or employee of CITY, that CITY is

interested only in the results to be achieved and that the right to control the particular manner, method and means in which the Services are performed is solely within the discretion of the SHERIFF. Any and all employees who provide Services to CITY under this Agreement shall be deemed employees solely of the SHERIFF. The SHERIFF shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of CITY shall be deemed to be an employee, agent, servant or representative of the SHERIFF or COUNTY for any purpose.

## **SECTION NO. 15: LIABILITY**

For the purpose of this section, the terminology “COUNTY” shall also include the “PROSECUTING ATTORNEY.”

**15.1** COUNTY shall indemnify and hold harmless CITY and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of COUNTY, its officers, agents, and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against CITY, COUNTY shall defend the same at its sole cost and expense, and if final judgment in said suit be rendered against CITY, and its officers, agents, and employees, or jointly against CITY and COUNTY and their respective officers, agents, and employees, COUNTY shall satisfy the same.

**15.2** CITY shall indemnify and hold harmless COUNTY and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of CITY, its officers, agents, and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against COUNTY, CITY shall defend the same at its sole cost and expense, and if final judgment in said suit be rendered against COUNTY, and its officers, agents, and employees, or jointly against COUNTY and CITY and their respective officers, agents, and employees, CITY shall satisfy the same.

**15.3** If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

**15.4** Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party’s officer or employee’s negligence.

**15.5** Each Party’s duty to indemnify shall survive the termination or expiration of this Agreement.

**15.6** The foregoing indemnity is specifically intended to constitute a waiver of each Party’s immunity under Washington’s Industrial Insurance Act, chapter 51 RCW, respecting the other party only, and only to the extent necessary to provide the indemnified

Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

**15.7** COUNTY and CITY agree to either self-insure or purchase policies of insurance covering the matters contained in this Agreement with coverages of not less than \$5,000,000 per occurrence with \$5,000,000 aggregate limits including professional liability and auto.

## **SECTION NO. 16: INITIATIVES AND LOCAL BUDGET REDUCTIONS**

The Parties recognize that revenue-reducing initiative(s) passed by the voters of Washington and/or local revenue reductions (i.e. loss of sales tax) and/or local government mandates may substantially reduce local operating revenue for CITY, COUNTY or both Parties. The Parties agree that it is necessary to have flexibility to reduce the contracted amount(s) in this Agreement in response to budget constraints resulting from the passage of State-wide revenue-reducing initiative(s) and/or local revenue reductions and/or local government mandates. If such an event occurs, the Parties agree to negotiate in good faith to achieve a mutually agreeable resolution in a timely fashion.

## **SECTION NO. 17: DISPUTE RESOLUTION**

Any dispute regarding the interpretation of, failure to perform, or the costs for Services assessed under the terms of this Agreement between the SHERIFF, COUNTY or CITY shall first be reduced to writing and considered by the COUNTY CEO ("Chief Executive Officer") and the City Mayor if it is a monetary dispute. If it is a non-monetary dispute, it shall be reduced to writing and considered by the SHERIFF and City Mayor. The City Mayor and the COUNTY CEO or SHERIFF shall agree to develop a corrective action plan to address any dispute covered in this section. The action plan shall be completed within 30 days of the agreement to develop the action plan unless the Parties agree to extend this timeline. The action plan shall be implemented by the SHERIFF within 30 days of completion of the action plan. If the SHERIFF or CEO fails to complete or implement an action plan, discontinues the action plan without agreement by the City Mayor, or the dispute otherwise remains unresolved, the dispute may be submitted to arbitration by any Party.

COUNTY or SHERIFF, respectively, and CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the Parties and shall be subject to judicial review as provided for in Chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the respective Parties.

## **SECTION NO. 18: ASSIGNMENT**

No party may assign in whole or part its interest in this Agreement without the written approval of the other Parties. Nothing in this section shall prohibit COUNTY or SHERIFF from contracting with third parties for Services provided for in this Agreement.

#### **SECTION NO. 19: NOTICES**

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by certified mail, return-receipt requested, sent to the Parties at their respective addresses herein above given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

#### **SECTION NO. 20: VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

#### **SECTION NO. 21: COMPLIANCE WITH LAWS**

The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

#### **SECTION NO. 22: DISCLAIMER**

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either Party's authority or powers under law.

#### **SECTION NO. 23: HEADINGS**

The section and subsection headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they pertain.

#### **SECTION NO. 24: ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. Parties have read and understand the whole of the above Agreement and now state that no representations, promises or agreements not expressed in this Agreement have been made to induce either to execute the same.

#### **SECTION NO. 25: COUNTERPARTS**



This Agreement may be executed in any number of multiple signed originals, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

#### **SECTION NO. 26: AGREEMENT TO BE FILED**

COUNTY shall file this Agreement with such offices or agencies as required by chapter 39.34 RCW.

#### **SECTION NO. 27: TIME OF ESSENCE OF AGREEMENT**

Time is of the essence of this Agreement and in case any Party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other respective Party may, at its election, hold the other Party liable for all costs and damages caused by such delay.

#### **SECTION NO. 28: CHAPTER 39.34 RCW REQUIRED CLAUSES**

- A. Purpose. See Section No. 3 above.
- B. Agreement to be Filed. See Section No. 26 above.
- C. Duration. See Section No. 4 above.
- D. Termination. See Section No. 4 above.
- E. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- F. Responsibilities of the Parties. See applicable sections within Agreement.
- G. Property upon Termination. See Section Nos. 4.4 and 11 above.

#### **SECTION NO. 29: SEVERABILITY**

The Parties agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

#### **SECTION NO. 30: THIRD-PARTY BENEFICIARIES**

This Agreement is intended for the benefit of COUNTY, CITY, and SHERIFF and not for the benefit of any third parties.

#### **SECTION NO. 31. SURVIVAL**

Without being exclusive, Sections Nos. 16, 20, and 21 of this Agreement shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

**SECTION NO. 32: MODIFICATION**

This Agreement may only be modified in writing by the mutual written agreement of the Parties.

**(This space intentionally left blank.)**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date and year opposite their respective signatures.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY L. KUNEY, CHAIR

ATTEST:

\_\_\_\_\_  
JOSH KERNS, VICE-CHAIR

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
AL FRENCH, COMMISSIONER

\_\_\_\_\_  
AMBER WALDREF, COMMISSIONER

\_\_\_\_\_  
CHRIS JORDAN, COMMISSIONER

DATED: \_\_\_\_\_

SPOKANE COUNTY SHERIFF:

\_\_\_\_\_  
JOHN NOWELS, SHERIFF

\*\*\*\*\*

DATED: \_\_\_\_\_

CITY OF MILLWOOD:

\_\_\_\_\_  
Kevin Freeman, MAYOR

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form only:

\_\_\_\_\_  
Office of the City Attorney

**EXHIBIT 1**  
**Services Provided to CITY by SHERIFF**

**CITY Dedicated Service Units**

1 Dedicated Patrol Officer (1 FTEs) Dayshift hours 4 day 10 hour schedule as determined by agreement between the SHERIFF and the CITY.

**Other considerations**

- When there are vacancies due to sick call in, vacations, etc the on-duty patrol sergeant will make a reasonable effort to fill the vacancy using an overtime shift. An FTE will not be allocated from regular SHERIFF staffing to fill vacancies in the CITY.
- 1 assigned Millwood Deputy will have “City of Millwood” logo prominently displayed. Other vehicles used for overtime or fill-in shifts will not be marked with City of Millwood logo.

**Shared Service Units**

All services provided by the Sheriff’s Office are included the in cost.

