

Resolution No. 2348

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH COWLITZ COUNTY FOR AFTER HOURS LAW ENFORCEMENT RECORDS SERVICES

WHEREAS, the City of Longview and Cowlitz County both dependent upon Law Enforcement Records services for accurate and timely information; and

WHEREAS, it is the desire of law enforcement agencies within Cowlitz County to have equal access to credible, reliable information pertinent to law enforcement activities in the County in order that each agency may efficiently and effectively provide for the protection of life, liberty and property and promote the safety and well-being of the citizens of Cowlitz County; and


WHEREAS, the City of Longview and Cowlitz County agree to have the Cowlitz County Sheriff's Office manage the Longview Police Department records services after business hours and on weekends and legal holidays; and

WHEREAS, the parties hereto have the authority to enter into Interlocal agreements under Chapter 39.34 Revised Code of Washington for joint and cooperative actions, including provisions to finance joint or cooperative undertakings, and to pay for services provided by one government to another.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview as follows:


Section 1. The City Manager is authorized to execute the agreement with Cowlitz County for after-hours records services, which is attached as Exhibit A, and forming a part of this Resolution.

PASSED by the City Council of Longview, Washington, and approved by its Mayor this 22 day of December, 2020.



Mayor

ATTEST:



City Clerk

**INTERLOCAL AGREEMENT
FOR
LAW ENFORCEMENT RECORDS SERVICES
BY AND BETWEEN
COWLITZ COUNTY
AND
THE CITY OF LONGVIEW**

THIS AGREEMENT made and entered into this 2nd day of February, 2021, between **COWLITZ COUNTY**, a political subdivision of the State of Washington, acting by and through the Board of Commissioners, hereinafter referred to as "County", and the **CITY OF LONGVIEW**, a political subdivision of the State of Washington, acting by and through its Mayor hereinafter referred to as "City".

WHEREAS, each of the parties to this agreement performs unique and specialized emergency and law enforcement activities within a specific geographical area of Cowlitz County; and

WHEREAS, each law enforcement agency in Cowlitz County is dependent upon Law Enforcement Records services for accurate and timely information; and

WHEREAS, it is the desire of law enforcement agencies within Cowlitz County to have equal access to credible, reliable information pertinent to law enforcement activities in the County in order that each agency may efficiently and effectively provide for the protection of life, liberty and property and promote the safety and well-being of the citizens of Cowlitz County; and

WHEREAS, the parties hereto agree to the Cowlitz County Sheriff's Office manage the Longview Police Department records services after business hours and on weekends and legal holidays; and

WHEREAS, the parties hereto have the authority to enter into Interlocal agreements under Chapter 39.34 Revised Code of Washington for joint and cooperative actions, including provisions to finance joint or cooperative undertakings, and to pay for services provided by one government to another.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement, the parties agree to as follows:

1. **Services Provided by Cowlitz County Sheriff's Office Records.** The Sheriffs' Office agrees to provide the following enumerated services to the City Police Department through its Records Division for hours during which the Police Department office is closed (Generally described as 5:00 PM to 8:00 AM, Monday through Friday, weekends and legal holidays.) PROVIDED THAT, such services shall be limited to the following:
 - a. Process requests for name, address, and histories through Spillman RMS
 - b. Incident search through Spillman RMS
 - c. Process requests for data on property through Spillman RMS
 - d. Print/distribute for investigations and/or information for Police Department personnel only (specifically excluding public disclosure requests)
 - e. Teletype activities

- f. Enter, clear, locate, modify and cancel stolen property, vehicles, and missing people in WACIC/NCIC
- g. Enter Emergency Temporary Felony warrants in WACIC/NCIC
- h. Confirm, locate, clear, enter detainers on warrants in WACIC/NCIC
- i. Confirm agency warrants and advise 911 Communications Dispatch
- j. Confirm agency orders
- k. Run criminal history checks through WACIC/NCIC
- l. Run stolen check on property
- m. Refer requestors seeking Longview Police Department records under the Public Records Disclosure Act to the Longview Police Department
- n. Ensure Longview Police Department compliance with ACCESS Users agreement for 24 hour coverage (24 hour confirmation rule)

It is understood and agreed that the County shall have no obligation to furnish services not specifically identified in this agreement.

The County shall follow the policies and decisions of the City Police Department regarding the disclosure of media briefs. In so doing, the County shall be deemed to be acting as the agent of the City.

2. Fees for Services / Payments.

The City of Longview agrees to pay the following fees for “after-hours” service, as hereinafter defined:

- July 1-December 31, 2021: \$74,888.48
- January 1-December 31, 2022: \$153,036.94
- January 1-December 31, 2023: \$157,417.50

The City shall pay such fees directly to the Cowlitz County Sheriff’s Office in advance or in quarterly installments at the beginning of each quarter, on or about January 2, April 1, July 1, and October 1, or at such other times as the parties may agree in writing.

3. **Renewal of Agreement.** This agreement may be renewed on the same terms and conditions as provided herein, EXCEPT that fees for the new term shall be mutually agreed upon by the parties prior to expiration of the initial term of this Agreement.
4. **Effective Date/Termination.** The initial term of this Agreement shall be _____, 20__ until December 31, 2023. Either party may terminate this agreement by giving the other party sixty (60) days written notice thereof.
5. **Monetary Default.** Failure of a party to make payments, as specified, herein, shall constitute a default under the terms of this Agreement. If the default is not cured within forty-five (45) days after the County notifies the City in writing of such default, the System Administrator shall terminate service to the City. All notifications under this section shall be furnished to the Chief of Police of the City in addition to other notices herein required.

6. **Agreements Affecting Other Governmental Units.** It is acknowledged and understood by the parties that other law enforcement agencies have entered into Agreements containing the same or similar terms as in this Agreement. There shall be no reduction of service to any parties to this Agreement as a result of such similar agreements without the written consent of the parties.
7. **Penalty of Early Termination.** In the event that the City withdraws from this agreement, the annual amounts due from the City for the remainder of the calendar year shall become immediately due and payable; No refunds shall occur.
8. **Indemnification and Hold Harmless Agreement.** The City agrees to indemnify and hold the County and its elective and appointed officers and employees, and all other user agencies, elective and appointed officers and employees, free and harmless from and against all claims, demands and causes of action and any kind and character, including the cost of defense thereof, arising as the result of the sole negligence of the City or its elective or appointed officers, agents and employees. The City further agrees to indemnify and hold the County and its elective and appointive officers and employees, and all other user agencies, their elected or appointed officers and employees, free and harmless from and against any costs, damages, penalties or attorney's fees suffered or incurred as a consequence of the acts of the County with respect to disclosure or withholding of records in accordance with the policies and directives of the City. The County agrees to indemnify and hold the City and its elective and appointive officers, agents and employees free and harmless from and against all claims, demands and causes of action of any kind or character, including the cost of dense thereof, arising as the result of the sole negligence of the County or its elective or appointed officers and employees.

For the purposes of this section, (a) "claim" means all claims, lawsuits, causes of action, administrative actions, liabilities, settlements, damages, costs, and attorney's fees, and (b) "County" means Cowlitz County, its boards and commissions, and all past, present, and future officials, employees, agents or volunteers. This paragraph shall survive the completion, expiration, and/or termination of this agreement.

9. **Entire Agreement/Amendment.** This Agreement is the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties. No prior agreement, correspondence, or portions thereof shall be used to interpret, modify, or explain the terms of the Agreement in the event that a dispute arises with respect to the Agreement.
10. **Supplemental Agreement.** The parties agree to complete and execute all supplemental documents necessary or appropriate to fully implement the terms of this agreement.
11. **Waiver.** No waiver of any breach of any covenant or agreement contained herein shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments of performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any

such default or defaults that were in existence at the time such payment or payments or performance were accepted by it. The exercise of any remedy provided by law or the provisions of this Agreement shall not exclude other consistent remedies.

12. **Assignment.** No party shall assign this Agreement, or any part hereof, without the written consent of the other parties. The Agreement shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns.
13. **Applicable Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be Cowlitz County, Washington.
14. **Severability.** If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.
15. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and permitted assigns. No other person or entity shall have any right of action or interest in this Agreement based upon any provision of the Agreement.
16. **Notices.** All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served on the following individual(s) or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the City of Longview:

Mayor (or successor)
City of Longview
P.O. Box _____
Longview, WA 98632

Copy to:
City Attorney (or successor)
City of Longview
P.O. Box _____
Longview, WA 98632

Copy to:
Chief of Police
City of Longview
P.O. Box _____
Longview, WA 98632

If to Cowlitz County:

Board of County Commissioners
County Administrative Building, Room 300
207 North 4th Ave.
Kelso, WA 98626

Copy to:
Cowlitz County Sheriff's Office
312 SW 1st Ave
Kelso, WA 98626

Copy To:
Cowlitz County Prosecuting Attorney
312 SW 1st Ave
Kelso, WA 98626

17. **Compliance with Laws.** All parties shall comply with all applicable federal, state, and local laws, regulations and rules in performing this agreement.
18. **Interlocal Cooperation Act.** The performance of the obligations of this agreement shall be in compliance with the provisions of RCW 39.34, the Interlocal Cooperation Act. The parties agree that no separate legal administrative entities are necessary in order to carry out this agreement. For purposes of RCW 39.34.030(4)(a), the Budget/Finance Manager of the Cowlitz County Sheriff's Office shall serve as the administrator responsible for administering the joint and cooperative undertaking among the parties to this agreement. There shall be no "joint board" as that term is used in RCW 39.34.030(4)(a), except as noted in 1(M) of this agreement.


BOARD OF COUNTY COMMISSIONERS,
COWLITZ COUNTY, WASHINGTON



Joe Gardner, Chairman



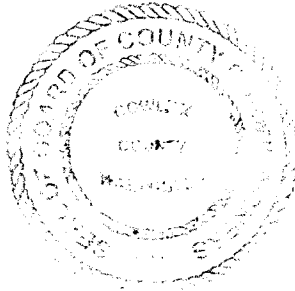
Dennis Weber, Commissioner



Arne Mortensen, Commissioner

Attest:

Tiffany Ostreim
Tiffany Ostreim, Clerk of the Board
2-2-2021



Approved as to form:

Dana Gigler for
Dana Gigler, Deputy Prosecuting Attorney

CITY OF LONGVIEW

Kurt Sacha
Kurt Sacha, City Manager

Attest:

Jim McNamara
Jim McNamara, City Attorney

AS-11218

Consent B. 16.

BOCC Agenda (formal Tuesday Agenda)

Meeting Date: 02/02/2021

Interlocal Agreement for Law Enforcement Records Services by and between Cowlitz County and The City of Longview

Submitted For: Katrina Harris

Submitted By: Katrina Harris

Department: Sheriff

Information

Subject and Summary Statement

This agreement is between Cowlitz County and the City of Longview to have the Cowlitz County Sheriff's Office provide after hours and weekend Records Services to Longview Police Department from (5:00 p.m to 8:00 a.m., Monday through Friday; Weekends and legal holidays).

This agreement begins July 1, 2021, when the City of Longview terminates their existing contract with Cowlitz County for fulltime records services. The cost of after hours services for July 1 to December 31, 2021 is: \$74,888.48; from January 1 to December 31, 2022 is: \$153,036.94 and for January 1 to December 31, 2023 is \$157,417.50.

The City shall pay such fees directly to the Cowlitz County Sheriff's Office in advance or in quarterly installments at the beginning of each quarter (on or about January 2, April 1, July 1 and October 1).

This agreement may be renewed on the same terms and conditions herein, EXCEPT that fees for the new term shall be mutually agreed upon by the parties prior to expiration of the initial term of this agreement.

Will Staff Attend - NAME OF STAFF

Yes, Sheriff Brad Thurman or designee

Department Recommendation

The Sheriff recommends approving the Interlocal Agreement for Law Enforcement Records Services by and between Cowlitz County and The City of Longview as presented.

Attachments

Interlocal Agreement for Law Enforcement Records Services by and Between Cowlitz County and The City of Longview

Form Review

Inbox

Brad Thurman
Tiffany Ostreim, Clerk of the Board
Form Started By: Katrina Harris
Final Approval Date: 01/28/2021

Reviewed By

Tiffany Ostreim
Tiffany Ostreim

Date

01/28/2021 12:26 PM
01/28/2021 12:27 PM
Started On: 01/25/2021 04:37 PM