

**INTERAGENCY AGREEMENT BETWEEN
THE
CITY OF MCCLEARY and GRAYS HARBOR COUNTY
RELATING TO LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made pursuant to Chapter 39.34 RCW, and the authority set forth in Chapter 10.93 RCW is entered into this _____ day of _____, 2026, by and between the City of McCleary, a municipal corporation of the State of Washington (hereinafter referred to as "City") and Grays Harbor County, a political subdivision of the State of Washington (hereinafter referred to as "County"). City and County are also referred to individually as a "party" and collectively as the "parties" herein.

THE PURPOSE OF THIS AGREEMENT IS TO memorialize the terms under which the County by and through its Sheriff's Department will provide law enforcement resources to the City's Police Department so that City may continue to provide law enforcement services within the corporate boundaries of the City.

By signing this Agreement, each party represents and warrants to the other party that it has the authority to enter into this Agreement in accordance with Chapter 39.34 RCW, and that it has obtained such approval as may be required from its local legislative body. Executed copies of this Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

I. SCOPE OF WORK

The Grays Harbor County Sheriff's Department will provide one or more Deputy Sheriff's (hereinafter, "Deputy") to the City of McCleary Police Department in order to supplement law enforcement staffing as needed within the City.

The Deputy will wear the Grays Harbor County Sheriff Department's uniform and will operate a Grays Harbor County Sheriff's Department vehicle while providing law enforcement services within the City.

The City will take action as necessary to commission the Deputy as a McCleary Police Officer so that the Deputy may enforce state and local laws as well as City Ordinances.

It is understood and agreed that the Grays Harbor County Sheriff's Office will supervise the Deputy in their provision of law enforcement services within the City.

The Deputy may, at any time, respond and render assistance outside of the City to another law enforcement officer/entity in emergency situations. When doing so, the Deputy will immediately notify the Grays Harbor County Sheriff's Office patrol supervisor of the emergent response.

The County recognizes and agrees that the City may only need Deputies to respond to and investigate calls for service as needed, while the Deputies are working during their regularly scheduled County work hours. Furthermore, the County recognizes and agrees that the City may only need Deputies to cover scheduled on-call periods and periodic call out. The services provided by the County to the City herein are not exclusive to the City.

II. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court for Grays Harbor County.

III. DEFENSE, INDEMNITY, HOLD HARMLESS

The Parties will defend, indemnify and hold harmless each other from and against any and all causes, claims, actions, suits, demands, judgments and/or settlements of any nature whatsoever that arise from or are in connection with the Deputy's performance and/or omission of law enforcement services under the terms of this Agreement.

In executing this Agreement the Parties do not assume liability or responsibility for or in any way release each other from any liability or responsibility that arises in whole or in part from the existence or effect of ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding, excluding any challenge raised in the defense of a criminal prosecution or appeal thereof, is commenced in which the enforceability and/or validity of any such ordinance, rule or regulation is at issue each Party shall defend the Party's own applicable ordinance, rule or regulation at its sole cost and expense and if judgment is entered or damages are awarded against the City, the County, or both, the Party held liable shall satisfy the same including all chargeable costs and attorneys' fees.

IV. TITLE 51 RCW WAIVER

The City will defend, indemnify and hold the County harmless from and against any and all liability and claims by third parties or City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement. Along with the other provisions of this Agreement, this provision has been mutually negotiated by the parties.

V. DURATION

This agreement will take effect on the date last signed below or as soon thereafter as the City is able to commission the Deputy, and shall continue indefinitely until modified or terminated by mutual written agreement of the parties.

VI. CONTACT PERSONS

The City and the County will each appoint a representative who will be responsible for the administration of this Agreement. Unless otherwise designated in writing, the City contact person will be the City of McCleary Police Chief. The County contact person will be the Sheriff Department's Chief Criminal Deputy.

VII. COMPENSATION

The City and County agree that forthcoming compensation rates will be adjusted annually to reflect the actual deputy straight time and overtime rates and applicable sales tax. The City and County also agree that a 15% administration fee will be added to cover transportation costs and administrative processing. The City has budgeted funds to reimburse the County for the Deputy's regular and overtime salary and benefits. The city agrees to reimburse all compensable time accrued by the Deputy while performing services for the City.

The City recognizes and agrees that the County will bill the City using the actual rates as defined in the Criminal Division Collective Bargaining Agreement.

If the request from the City is to cover scheduled on-call periods and/or periodic calls out, then compensation from the City will occur only for the Deputy's time spent on-call and for time worked in responding to, investigating, and preparing investigative reports for City calls for service.

The City recognizes that Grays Harbor County is bound by a Collective Bargaining Agreement ("CBA") with the Deputies. The City will abide by the CBA until it is terminated.

VIII. EQUIPMENT

The County will provide the Deputy any/all necessary equipment to perform their duties under this Agreement. In the event that any of the Deputy's equipment is damaged or requires replacement in connection with the Deputy's rendering of services under this Agreement, the costs of repair and/or replacement will be paid by City.

IX. TRAINING

The City will be responsible for providing supplemental training, beyond that required by the County, to the Deputy who renders law enforcement services pursuant to the terms of this Agreement.

This training will address, at a minimum, City ordinance enforcement, and any other information required by the Deputy to render services consistent with the terms of this Agreement. This training will be provided at the earliest opportunity following the commencement of this Agreement.

X. JAIL COSTS

Jail costs associated with lawful arrests made by the Deputy while providing law enforcement services under the scope of this Agreement shall be borne by the City in the same manner as if the arrest was affected by a City Police Officer.

XI. AGREEMENT ALTERATIONS AND AMENDMENTS

The City and the County may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing, signed by personnel authorized to bind the City and the

County and executed with the same degree of formality as this Agreement.

XII. TERMINATION

Except as otherwise provided for in this Agreement, either party may terminate this Agreement for any reason upon seven (7) days' written notice to the other party. Written notice may be via USPS or email. If this Agreement is so terminated, the terminating party shall be liable only for performance rendered prior to the effective date of termination. In the event of termination, the parties agree that any property acquired in connection with this agreement shall remain the property of the party who purchased the property.

XIII. GENERAL PROVISIONS

The City and County will be coordinate the planning, organizing and scheduling of services to be rendered pursuant to this Agreement.

XIV. NO FINANCIAL MANDATES

The City and County confirm that their execution of this Agreement does not require the County to expend any additional funds or hire or retain additional commissioned personnel in order to fulfill its obligations under this Agreement unless such additional expenditures or hires are approved through the County's adopted budgeting process.

XV. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, it shall be determined in the following manner:

The City shall appoint a member to the Dispute Board. The County will appoint a member to the Dispute Board. The City and the County will jointly appoint a member to the Dispute Board. In the event the City and County are not able to jointly agree on a third member to serve on the Dispute Board, either party may petition the Superior Court for Grays Harbor County to appoint a third member to the Dispute Board. The Dispute Board shall evaluate and adjudicate the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, with each party agreeing to pay its own cost and fees.

XVI. NONDISCRIMINATION

In the performance of this Agreement, each Party will comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and Chapter 49.60 RCW, as now or hereafter amended. The Parties will not discriminate on the grounds of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, the presence of any sensory, mental, or physical handicap, or any other basis not reasonably related to the accomplishment of a legitimate governmental purpose, and shall take whatever affirmative action necessary to accomplish this purpose as defined in the state and federal constitutions and applicable court interpretations.

In the event of noncompliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled or terminated in whole or in part and the Parties declared ineligible for further agreement. The Parties shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with a dispute procedure set forth herein.

XVII. SEVERABILITY

If any provision of this Agreement or any provision of any law, rule, or document incorporated by reference into this Agreement, shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end, the provisions of this Agreement are declared to be severable.

XVIII. NOTICE

Except as otherwise provided herein, any notice, demand, information, or item otherwise required, authorized, or provided in this Agreement shall be given in writing and shall be deemed properly given if (a) delivered personally or (b) sent by United States Mail, postage prepaid, to an Authorized Representative of the other party at the address designated by such Authorized Representative or party. Notice given by United States Mail shall be deemed to be received three (3) business days following deposit in the mail for delivery.

Contacts:

Each party to this Agreement has designated an Authorized Representative, and may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

For COUNTY:

Darrin Wallace, Sheriff
Grays Harbor County Sheriff's Office
100 W Broadway Ave., #3
Montesano, WA 98563
(360) 249-3711
soadmin@graysharbor.us

For CITY:

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XIX. COMPLETE EXPRESSION

This Agreement, and any written attachments or amendments thereto, constitutes the complete agreement of the parties and any oral representations or understandings not incorporated herein are excluded.

[Signatures on following page]

IN WITNESS WHEREOF, the City of McCleary and Grays Harbor County have signed this Agreement as of the last date shown below.

GRAYS HARBOR COUNTY	CITY OF MCCLEARY
<hr/> <p>Georgia Miller, Chair, District 1 Date: _____</p>	<hr/> <p>By: Date: _____</p>
<hr/> <p>Darrin Wallace, Grays Harbor County Sheriff Date: _____</p>	<hr/> <p>Ryan Miskell, Chief of Police Date: _____</p>