

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
FOR THE CITY OF STEVENSON**

THIS CONTRACT, made and entered into this _____ day of December 2025, by and between the **COUNTY OF SKAMANIA**, a legal subdivision of the State of Washington, hereinafter referred to as "County," and the **CITY OF STEVENSON**, a municipal corporation of the State of Washington, hereinafter referred to as "City,"

WITNESSETH:

WHEREAS, under RCW 35A.12.020 the City desires to appoint and contract with the County and its Sheriff, for the Sheriff to provide certain law enforcement services within the City's corporate limits; and

WHEREAS, the County, by and through its Sheriff, wishes to perform law enforcement services for the City as set forth below; and

WHEREAS, such interlocal contracts are authorized by the provisions of RCW 39.34.010 et seq.;

NOW, THEREFORE, it is agreed as follows:

1.0 Agreement to Provide Services

The County, by and through its Sheriff, agrees to provide certain agreed upon law enforcement services for the City, within the City's corporate limits. "Law enforcement services" shall mean response to emergency calls for service, investigation/enforcement of violations of state statutes, random patrols, regulation of traffic control within City limits, and shall include the quality of service customarily rendered by the Skamania County Sheriff's Office outside the City limits. This Contract shall not create a separate governmental entity under RCW 39.34.030.

2.0 Payment

.1 Basic Fee. As consideration for these services, the City shall pay the County the amounts listed below for each calendar year:

.1.1 \$321,457.60 for calendar year 2026, paid in 12 monthly equal installments of \$26,788.14.

.1.2 The amount is based on an amount equal to the 2025 scheduled amount increased by the West B/C CPI-U 12-month change of 3.2% as reported by the US Bureau of Labor Statistics, plus an additional \$10,000. (ex. \$301,800 x 3.2% + \$10,000)

Checks shall be made payable to the Skamania County Treasurer and be issued at the regularly scheduled Council meeting for the month in which the service is provided.

- .2 Criminal Justice Money. By state statute the City receives Criminal Justice transfers from the State's General Fund allocated for innovative law enforcement programs, domestic violence prevention programs, child abuse prevention programs and for cities that contract for law enforcement services. Therefore, as further consideration of the services provided by the Sheriff, the City agrees to pay to the County all funding it receives through the Criminal Justice Programs (understanding these moneys are distributed at the discretion of the State of Washington). The City further agrees to take reasonable and good faith steps to obtain and secure funding for the various Criminal Justice program areas.

3.0 Term

The duration of this Agreement shall be for one (1) year beginning on January 1, 2026, and ending on December 31, 2026. This Agreement may be terminated at any time, or by either party for any reason upon ninety (90) days' written notice. Both parties agree in October of 2026 the Agreement will be open for discussion in order to address potential changes affected through collective bargaining that may impact the agreed upon fee.

4.0 Customary Services

- .1 Scope of Services. Unless otherwise specified, services provided by the County shall include investigation and enforcement of statutes of the State of Washington, and random patrols of the City.
- .2 Control. The Sheriff shall have exclusive control over the Sheriff's enforcement operations in performing the obligations under this Contract, but the parties do agree to consult with one another, from time to time, to discuss law enforcement services.
- .3 Continuous Service. Law enforcement services will be available to the City on a twenty-four (24) hour per day, seven (7) days per week basis, provided that allocations of manpower and equipment for this purpose will be at the reasonable discretion of the Sheriff.
- .4 Priorities. The City will work with the County to set service level priorities, goals and metrics. These will be reviewed bi-annually in June and December of each year and adjusted as necessary with an amendment to this Agreement.

5.0 Indemnification

- .1 County Indemnification. The County acknowledges that, pursuant to the terms of this Agreement, the County is solely responsible for the acts and omissions of its officers, officials and employees, and is responsible as an independent contractor for the safety of all persons and property in performing pursuant to this Agreement. The County assumes the risk of all damages, loss, costs, penalties and expense and agrees to indemnify, defend and hold harmless the City, its officers, officials and employees,

from and against any and all liability which may accrue to or be sustained by the City, or its officers, officials and employees, on account of any claim, suit or legal action made or brought against the City for the death or injury to persons (including County's employees) or damage to property involving the County, arising out of any act or omission of the County or any County employee in the performance of services performed under this Agreement. This indemnification extends to the officials, officers and employees of the City and also includes attorney's fees and the cost of establishing the right to indemnification herein in favor of the City. This indemnification does not extend to injuries or damages caused by the sole negligence of the City, its employees or agents.

- .2 City Indemnification. The City acknowledges pursuant to the terms of this Agreement, the City is totally responsible for the acts or omissions of its own officials, officers and employees. The City assumes the risk of all damages, loss, costs and penalties, and agrees to indemnify, defend and hold harmless the County, its officers, officials and employees from and against any and all liability which may accrue to or be sustained by the County on account of any claim, suit or legal action made or brought against the County or its officers, officials and employees, for the death or injury to persons (including City's employees) or damage to property involving the City, arising out of any act or omission of the City or any City employee in the performance of law enforcement services. This indemnification extends to the officials, officers and employees of the County and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the County. This indemnification does not extend to injuries or damages caused by the sole negligence of the County, its employees, or agents.
- .3 Concurrent Negligence. For claims arising from concurrent negligence, each party shall be responsible only for its own proportionate share of fault, consistent with RCW 4.24.115.

6.0 Authority.

The parties agree for all intents and purposes, the Skamania County Sheriff is also the Chief of Police for the City, and with respect to law enforcement, is bound to the interlocal agreements signed by the City. While performing services under this Agreement, the Sheriff's Office personnel shall have all authority granted to a police department of a non-charter code city under the laws of the State of Washington.

7.0 Materials.

All materials needed to perform this Contract and the expense of performing it, shall be provided or paid by the County. Such materials include, but are not limited to, vehicles, weapons, ammunition, communication facilities and such other supplies needed by a law enforcement agency to carry out its normal functions.

8.0 City to Cooperate.

The City agrees to cooperate fully with the County in the performance of this Agreement and to furnish the County with any information available to the City that the County may require in the course of the performance of this Agreement.

9.0 Prosecution.

All citations or complaints for violations of municipal ordinances, including state statutes involving infractions, misdemeanors and gross misdemeanors shall be filed in the Stevenson Municipal Court and shall be prosecuted by the City in accordance with the City's interlocal agreements with the County Prosecutor and the District Court for Skamania County.

10.0 Insurance.

The County shall provide and maintain police professional liability insurance coverage with limits adequate to cover all foreseeable errors and omissions and shall provide a copy of said policy to the City for its review and approval.

11.0 Reports.

The County will provide the City with activity reports on a monthly basis. Such reports shall include the number and types of reported complaints, the type and quantity of arrests made within the City, and any other information relevant to reporting criminal activity within the City.

12.0 Equal Opportunity Employer.

The County covenants it is an equal opportunity employer.

13.0 Severability.

In the event of invalidity or irresolvable ambiguity of any provision of this Agreement, the remaining provisions shall nevertheless continue to be valid and enforceable. Any such ambiguity shall not be construed solely against the drafter of this Agreement. The parties acknowledge they have mutually drafted this Agreement.

14.0 Modifications.

No changes or modifications to this Agreement shall be valid or binding upon either party unless such changes or modifications be in writing and executed by both parties.

15.0 Dispute Resolution/Attorney Fees.

In the event of a dispute, the parties shall first attempt resolution through negotiation between the City Administrator and the Sheriff before either party may commence litigation. If any suit or action is filed by any party to enforce or interpret a provision of this Agreement, or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled, in addition to other rights and remedies it might have, to reimbursement for its expenses incurred with respect to such suit or action, including court costs and reasonable attorney's fees.

16.0 Extraordinary Services.

The parties recognize this Agreement is designed to allow the City to use the Skamania County Sheriff's Office and its deputies to provide law enforcement services within the City limits. The parties further recognize law enforcement must respond to a myriad of emergency and non-emergency situations. However, the parties realize there are certain activities or events that will require exceptional and extraordinary preparation planning and staffing by the Sheriff's Office to adequately respond to the potential threats to safeguard the City's citizens and property. In recognition of these situations, the parties agree to negotiate in good faith additional payments from the City to the County that will fairly reimburse the County for providing these "extraordinary services". For purposes of this section, "Extraordinary services" shall mean those law enforcement services necessary to plan, prepare and staff law enforcement services to respond to or prepare for events that occur within the City limits. The terms "Extraordinary services" do not mean natural disasters, individual criminal episodes or other similar emergency responses.

17.0 Entire Agreement.

This Agreement is the entire agreement between the parties and supersedes all previous agreements or understandings between them. This Agreement may be modified only in writing, provided both parties have signed the amended document.

18.0 Choice of Venue.

This Agreement shall be governed by and construed under the laws of the State of Washington, and any action brought to enforce the terms of this contract shall be brought in a court of competent jurisdiction located in Skamania County.

19.0. Interlocal Agreement Representations

This is an interlocal agreement pursuant to RCW Ch 39.34 and the parties make the following representations:

- a. Duration. This Agreement shall terminate on December 31, 2026, or sooner as provided in paragraph 3.0, above.

- b. Organization. No new entity will be created to administer this Agreement.
- c. Purpose. The purpose is to enable the City of Stevenson to contract with Skamania County for law enforcement services.
- d. Manner of Financing. The parties intend to finance this Agreement in cash as part of their general fund's budget.
- e. Termination of Agreement. The parties shall have the right to terminate this Agreement as provided in paragraph 3.0, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The City of Stevenson City Administrator shall be the Administrator for this Agreement.
- h. Filing. Prior to its entry into force, this Agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

[Signatures on Next Page]

IN WITNESS WHEREOF, the **COUNTY** has caused this Contract to be duly executed on its behalf, and thereafter the **CITY** has caused the same to be duly executed on its behalf.

CITY OF STEVENSON,
A Municipal Corporation,

COUNTY OF SKAMANIA,
Board of Commissioners

By: _____
Mayor

Attest:

By: _____
City Clerk

Approved as to form only:

Adam Kick, Skamania County
Prosecuting Attorney

Robert C. Muth
City Attorney

By: _____
Chairman

Commissioner

Commissioner

Attest:

Clerk of the Board

Approved:

Summer Scheyer, Sheriff
Skamania County, WA

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