

Contractor: City of Moses Lake

Project: Law Enforcement Embedded Behavioral Health Program

Contract No.:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MOSES LAKE, WASHINGTON AND GRANT COUNTY, WASHINGTON FOR LAW ENFORCEMENT CO-RESPONDER BEHAVIORAL HEALTH PROGRAM

THIS INTERLOCAL AGREEMENT is made and entered into this 25th day of __July__, 2023, by and between Grant County, Washington, a political subdivision of the State of Washington, acting by and through its Board of County Commissioners, (the "County") and the City of Moses Lake, a municipal corporation organized under the laws of the State of Washington, and wholly situated in Grant County, Washington, (the "City").

WHEREAS, the County desires to provide Law Enforcement Co-Responder Behavioral Health services to the City; and

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for Interlocal cooperation between government agencies;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

A. Purpose. The purpose of this agreement is to establish mutual aid and cooperation in allowing both the City and the County to join together to have a mental health professional co-respond with the city's police force to provide an alternative police response for those people in need of behavioral health services within the city of Moses Lake. The co-responding mental health professional will provide assistance with police response to people with mental health, substance use, behavioral, housing, veteran, and financial needs. The goal is to reduce repeated contacts by law enforcement, reduce incarceration rates, and reduce emergency services usage.

B. Responsibilities of Moses Lake. The city shall have the following duties and responsibilities under this Agreement:

- a. Access to workstation within Moses Lake Police Department
- b. Training for the co-responding mental health professional as appropriate and available
- c. MLPD Identification and dispatch number
- d. Use of facilities, i.e., phones, furniture, copy machines, fax, etc.
- e. Vest and vest case
- f. Radio equipment

C. Responsibilities of Grant County. The County shall have the following duties and responsibilities under this Agreement:

- a. One Mental Health Professional to co-respond with the Moses Lake Police Department. The Professional shall be an employee of the County. Any and all employment related responsibilities shall be that of Grant County, including but not limited to payment of wages and taxes and provision of employment related benefits.
- b. Supervision and training for the co-responding mental health professional
- c. Evaluation of the program with an initial report to be completed after one year to be provided to the city.
- d. Grant County Identification
- e. Use of facilities, i.e., phones, furniture, copy machines, fax, etc.
- f. MHP shall complete clinical documentation in County's electronic health record system.
- g. MHP shall have access to County vehicles and cell phone
- h. Other equipment as deemed necessary by Grant County

D. Representations and Warranties.

- a. The City represents and warrants to the County that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- b. The County represents and warrants to the City that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).

E. Mutual Indemnity. To the extent of its comparative liability, each party agrees to indemnify, defend, and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents, or volunteers.

- a. In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.
- b. Each party reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of each party's indemnity obligations under this Agreement.

F. Termination of Agreement. Either party may terminate this Agreement, by providing written notice to the designated contact for each party identified in the "Notices" section of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.

G. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

H. No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

I. Assignability. The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

J. Interlocal Cooperation Act. No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquisition, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement anticipated. The Executive Director for Renew is designated as the Administrator of this Agreement.

K. Entire Agreement. This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

L. Insurance. Each party shall maintain in effect insurance with limits in the amount each entity currently has in place. Each party shall provide ongoing proof of current coverage to the other party.

M. Dispute Resolution. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

N. Litigation. In the event that any suit or action is instituted by either party to enforce compliance with or interpretation of any terms, covenants, or conditions of this Agreement, each party will bear their own costs and fees. The venue for any action to enforce and interpret this Agreement shall lie in the Superior Court for Grant County, Washington.

O. Notices. All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Grant County: 840 E Plum St, Moses Lake, WA 98837
Attn Dell Anderson

To City of Moses Lake: PO Box 1579, Moses Lake, WA 98837
Attn City Manager

P. Filing of Agreement. Under RCW 39.34.040, prior to its entry into force this Agreement must be either filed with the Grant County Auditor or, alternatively, Parties may list by subject on the Party's Internet website.

IN WITNESS WHEREOF, said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first above written.

CITY OF MOSES LAKE

GRANT COUNTY

Kevin Fuhr

Kevin Fuhr, Interim City Manager

Approved as to form:

Katherine Kenison

Katherine Kenison, City Attorney

Rob Jones

Rob Jones, Commission Chair

Cindy Carter

Cindy Carter, Vice Chair

Danny E. Stone

Danny Stone, Member

Approved as to form:

Rebekah Kaylor

(Printed Name)

Rebekah Kaylor

(Signed)

Deputy Prosecuting Attorney

Date: *7/7/23*

Signature Certificate

Reference number: VDHBC-SLNFW-K8XGR-4XAYE

Signer

Timestamp

Signature

Katherine Kenison

Email: kkenison@basinlaw.com

Sent:

28 Jul 2023 15:59:20 UTC

Viewed:

28 Jul 2023 16:59:13 UTC

Signed:

28 Jul 2023 16:59:25 UTC

Katherine Kenison

Recipient Verification:

✓ Email verified

28 Jul 2023 16:59:13 UTC

IP address: 173.209.171.7

Location: Moses Lake, United States

Kevin Fuhr

Email: kfuhr@cityofml.com

Sent:

28 Jul 2023 15:59:20 UTC

Viewed:

31 Jul 2023 20:22:27 UTC

Signed:

31 Jul 2023 20:22:40 UTC

Kevin Fuhr

Recipient Verification:

✓ Email verified

31 Jul 2023 20:22:27 UTC

IP address: 63.135.54.162

Location: Moses Lake, United States

Document completed by all parties on:

31 Jul 2023 20:22:40 UTC

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