

INTERAGENCY AGREEMENT
BETWEEN

STATE OF WASHINGTON
WASHINGTON STATE PATROL

AND

UNION GAP POLICE DEPARTMENT

THIS AGREEMENT, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and the Union Gap Police Department, hereinafter referred to as "UGPD."

IT IS THE PURPOSE OF THIS AGREEMENT to train a narcotics canine team to meet Criminal Justice Training Commission standards in order to provide additional narcotics canine law enforcement resources in the State of Washington.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

STATEMENT OF WORK

WSP will provide a minimum of 200 hours of narcotic canine training for one UGPD narcotics canine team in accordance with Washington Administrative Code (WAC) 139-05-915(4)(b). The majority of the training will be conducted at the WSP Academy in Shelton.

The UGPD shall designate a commissioned law enforcement officer to train as a canine handler (Canine Handler). WSP shall train the Canine Handler prior to this training on how to select a canine; the Canine Handler is responsible for locating a canine candidate prior to the class. The WSP will retain the authority to determine, at its sole discretion, whether a canine is unfit for further training after the canine's acceptance into the program. In the event a canine is unable to complete the training, a replacement canine, if available, will be assigned. WSP is not responsible for the selection or provision of a replacement canine.

WSP will work with the Canine Handler to ensure every opportunity is afforded to ensure successful completion of the training. However, the WSP may determine, at its sole discretion, that the Canine Handler selected by the UGPD does not display the aptitude necessary for the canine training program.

Through the course of training, the UGPD is responsible for all costs associated with the care and upkeep of the canine, and for lodging and subsistence costs of the Canine Handler should he/she elect to eat meals and/or lodge at the WSP Academy during this training.

Upon successful completion of the training the narcotic detection canine will have met minimum Criminal Justice Training Commission (CJTC) training requirements as set forth in WAC 139-05-915(4)(b) and be eligible to participate in the CJTC narcotic canine certification.

INTERAGENCY AGREEMENT BETWEEN THE WASHINGTON STATE PATROL AND THE UNION GAP POLICE DEPARTMENT (continued)

PERIOD OF PERFORMANCE

The training period will be from September 23, 2007 through November 4, 2007 with a one-week intermission after the fourth week of training. Training will be conducted four days a week. It is anticipated that the Canine Handler will accrue 30-35 hours per workweek of training. This will result in approximately 210 hours of canine specific training time.

GENERAL PROVISIONS

WSP staff providing services under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee and shall perform the duties required by this Agreement in a manner consistent with WSP policy and regulations, applicable state and local laws, and the Constitutions of the State of Washington and the United States. The assignment of personnel to accomplish the purpose of this Agreement shall be at the discretion of the Chief of WSP or designee.

NONDISCRIMINATION

In the performance of this Agreement, both parties shall 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); Chapter 49.60 Revised Code of Washington; and Title I of the Americans with Disabilities Act (42 USC 12111-12117), as now or hereafter amended. Both parties shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-era and disabled status, or the presence of any sensory, mental, or physical handicap.

AGREEMENT MANAGEMENT

The work described herein shall be performed under the coordination of Chief Robert Almeida of UGPD, and Lieutenant Kelly Quirin of WSP, or their successors or designees. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement.

INDEMNIFICATION

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this Agreement.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.

SAVINGS

In the event funding from state, federal or other sources is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to normal completion, WSP may terminate the Agreement under the Termination clause, subject to renegotiation under those new funding limitations and conditions.

INTERAGENCY AGREEMENT BETWEEN THE WASHINGTON STATE PATROL AND THE UNION GAP POLICE DEPARTMENT (continued)

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined in the following manner: The Chief of WSP shall appoint one member to the Dispute Board. The UGPD shall appoint one member to the Dispute Board. The Chief of WSP and the UGPD shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. If applicable and as an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

ORDER OF PRECEDENCE

In the event of any inconsistency in the terms of this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state statutes and regulations;
2. Special Terms and Conditions contained in the Statement of Work
3. General Terms and Conditions contained in this Agreement
4. Any other provisions of the Agreement, whether incorporated by reference or otherwise.

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 hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

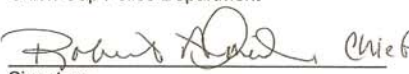
State of Washington
Washington State Patrol



John R. Batiste, Chief

Date 9/24/07

Union Gap Police Department




Signature

Date 09-17-07

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/12/02

City of Union Gap



Aubrey C. Reeves, Jr., Mayor

Date 10-23-07

**CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. 687**

A **RESOLUTION** authorizing the Mayor to sign an agreement with the Washington State Patrol for Canine Training.

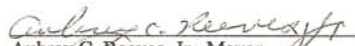
WHEREAS, the Washington State Patrol offers police canine training;

WHEREAS, the City is in need of such training and has grant money that will pay for the costs of such training;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:


The Mayor is authorized to sign an agreement with the Washington State Patrol for Canine Training.

PASSED this 22nd day of October, 2007.


Aubrey C. Reeves, Jr., Mayor

ATTEST:

APPROVED AS TO FORM:


Kathryn Thompson, CMC, City Clerk


Robert F. Noe, City Attorney