

Exhibit 1:

INTERLOCAL AGREEMENT WITH WHITMAN COUNTY PUBLIC HOSPITAL DISTRICT NO.3 and the CITY OF COLFAX, WASHINGTON

THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between the **WHITMAN COUNTY PUBLIC HOSPITAL DISTRICT NO. 3** (the "Hospital"), a Washington municipal corporation and the **CITY OF COLFAX**, a Washington city (the "City") for the provision of security services.

WHEREAS, this Agreement is entered into by the City under the authority of RCW 35.23, the Hospital under RCW 70.44, and in conformity with Chapter 39.34, RCW (the Interlocal Cooperation Act); and

WHEREAS, the City has its own police department (the "Department") for the provision of law enforcement and public safety; and

WHEREAS, the Hospital campus is situated in the City of Colfax, Washington; and

WHEREAS, the Hospital and the City have agreed to enhance the regularly provided police services afforded to the Hospital by the Department;

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

1. Term of Agreement. This Agreement shall run from October 1st, 2014 (the "Commencement Date") through September 30th, 2017 (the "Expiration Date"), unless earlier terminated in accordance with the terms and conditions contained herein. For purposes of this Agreement, September 1st of each year of this Agreement shall be referred to as the "Anniversary Date".

1.1 Renewal. The parties agree that six (6) months prior to the Expiration Date, the parties will meet to discuss the renewal of this Agreement. The parties will conduct good-faith conversations to determine if the parties can agree upon mutually acceptable renewal terms.

1.2 Termination. Either party may give notice of termination of this Agreement for any reason or no reason by providing the other party with a sixty (60) day written notice.

2. Services Provided. During the term of this Agreement to reduce the risk to Hospital staff, patients, and all persons lawfully within the Hospital premises

of physical harm or violence, the Department agrees to provide the Hospital with all services set forth below:

2.1 Police and public safety services at the Hospital campus, in accordance with the Department's rules and procedures

2.2 Rapid response in the providing of said services, meaning that an officer will arrive five (5) minutes or sooner at the Hospital campus, in the event of a request for emergency service, 24-hours a day, seven days a week, 365 days a year, during the term hereof provided they are not currently involved in an emergency situation.

2.3 Stationing an officer on duty at the emergency department on the Hospital campus, patrolling the city, or other mutually agreed upon location when not performing other police functions between the hours of 2 am and 5 am.

2.4 Perform a nightly safety round within those areas of the Hospital campus and facilities that are mutually agreed upon by the Department and the Hospital.

2.5 Learn Crisis Intervention Prevention (CIP) method in conjunction with current Department method for managing aggressive behavior.

2.6 Assist the Hospital with sessions and drills for on-site personal safety training. The schedule and the number of sessions and drills shall be as mutually agreed upon between the Hospital and Department.

3. **Mutual Obligations.** The Hospital and the Department will meet from time to time as mutually agreed upon, to discuss in good faith how each party can assist the other in the delivery of services in regard to the improvement of services to be provided hereunder.

4. **Staffing.** The Department agrees that a police officer acting at the direction of the Department shall be on duty at all times during the term of this Agreement,

5. **Level of Service.**

5.1 **Concurrent Emergencies.** It is understood and agreed by the parties that the dispatch of an officer during a concurrent emergency shall be determined by protocols of the Department and subject to the operational judgment of the officers on duty, which may result in exceptional circumstances, with an officer responding first or remaining on the scene of a concurrent emergency.

5.2 Changes in Services. During the term of this Agreement, Service changes may be mandated that are beyond the control of either party. Additionally, subject to mutual Agreement, either party may desire to change the Services. Where a Service change is to occur because of a change that is mandated by law, the parties shall renegotiate the Agreement so as to comply with law and if the cost of service provision is impacted, the payment for service may be renegotiated. If a service change is mutually desired, then the parties will renegotiate the services and the corresponding change in the payment for services, if any, incurred as a result of the change in service.

6. Payment

For provision of the services by the Department, the Hospital shall provide the city a base payment of Four Thousand- Two Hundred Dollars (\$4,200.00) a month for the first year (October 1st, 2014-September 30th, 2015). Payment for subsequent years will be derived from the base payment as well as an amount representing the yearly percent increase in commissioned police officer salary and benefits. Payments shall be made as follows:

6.1 Payment Schedule. The parties agree that the payment shall be made within twenty (20) days following the month in which services are delivered.

6.2 Interest. Past due amounts shall bear interest at the rate of twelve percent (12%) per annum.

7. City and District Authority are Independent Municipalities. The parties recognize and agree that the parties hereto are independent municipalities. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party. Nothing herein shall be construed as creating an association, joint venture, or partnership between the parties, nor to impose any partnership obligations or liabilities on either party, except as set forth herein. Neither party shall have any right, power, or authority to enter into any Agreement or undertaking for or on behalf of, to act as or be an agent or representative or, to otherwise bind the other party. Specifically and without limiting the foregoing the Department shall have the sole discretion and the obligation to determine the exact method by which the Services described shall be delivered.

8. Indemnification. To the extent permitted by law, the City and the District shall each save, defend, and hold harmless the other from all claims, demands, damages, fines or attorneys' fees and costs (collectively, "Liabilities") to the extent and in proportion that such Liabilities arise from the negligent or willful acts or omissions of the indemnifying party, its elected officials, employees, agents, or contractors.

9. **Waiver of Subrogation.** To the extent permitted by applicable insurance policies, the City and the District each hereby waive any right of subrogation against each other for losses covered by insurance. Each party shall provide notice to its insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective insurance carriers to waive all rights of subrogation against the other.

10. **No Benefit to Third Parties.** This Agreement shall not be construed to provide any benefits to any third parties. Specifically and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

11. **Notices.** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

The City:

Chief of Police
400 N. Mill Street
P.O. Box 229
Colfax, WA, 99111

The District:

Hospital Superintendent
Whitman Hospital & Medical Center
1200 W. Fairview Street
Colfax, WA, 99111

or to such other address as to the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

12. **Survivability.** All covenants, promises, and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

13. **Non-waiver.** No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, Agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, Agreement, term or condition. ~~Any party hereto, by notice, and only by notice as provided herein may, but~~ shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, Agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

14. **Severability.** In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. **Entire Agreement.** The entire Agreement between the parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all of their previous understandings and Agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument, duly authorized, and executed by the parties subsequent to the date hereof.

16. **Assignment.** This Agreement may not be assigned by either party without the express written consent of the other party.

17. **Choice of Law.** This Agreement shall be governed by and construed under the laws of the State of Washington.

DATED this 6th day of October, 2014.

WHITMAN COUNTY PUBLIC
HOSPITAL DISTRICT NO. 3

By Ray V. Peck

CITY OF COLFAX, WASHINGTON

By [Signature]