

# **LAW ENFORCEMENT SERVICES AGREEMENT**

## **BETWEEN OKANOGAN COUNTY, WASHINGTON AND CITY OF TONASKET, WASHINGTON**

THIS AGREEMENT is made and entered into on this 27<sup>th</sup> day of February, 2019, by and between the County of Okanogan, Washington, hereinafter referred to as "COUNTY," and the City of Tonasket, Washington, hereinafter referred to as "CITY," each party having been duly organized and now existing under the laws of the State of Washington.

### **WITNESSETH:**

**WHEREAS**, the CITY is desirous of contracting with the COUNTY for the performance of certain law enforcement services by the Okanogan County Sheriff's Office; and,

**WHEREAS**, the COUNTY is agreeable to delivering law enforcement services on the terms and conditions hereinafter set forth; and

**WHEREAS**, such agreements are authorized by the provisions of RCW Chapter 39.34 Interlocal Cooperation Act; and

**NOW THEREFORE**, the parties agree as follows:

#### **A. THE COUNTY AGREES:**

1. By and through its Sheriff, to provide law enforcement services within the corporate limits of the CITY. This service shall include, but not be limited to residential night patrols, a presence at school functions such as walking through sporting events, school zone traffic enforcement, narcotics canine patrols in the schools, and escorts for school parades. Also included are the normal law enforcement duties of traffic enforcement and providing for public safety and criminal investigations.
2. Law enforcement services shall encompass the duties normally within the jurisdiction of and customarily rendered by the Sheriff of the COUNTY and the police of the CITY.
3. The above referenced services include the enforcement of the statutes of the State of Washington and the Municipal ordinances of the CITY, as are enforced by the Sheriff within the unincorporated territory of the COUNTY and the police of the CITY respectively, EXCEPT, the enforcement of parking and animal control ordinances.
4. Law enforcement services will be provided to the CITY at a minimum of forty (40) hours per week and may be at any hour of the day or night as the need warrants. Hours of work, allocations of manpower and equipment for this purpose will be at the discretion of the Sheriff.
5. To furnish all necessary personnel, supervision, equipment and supplies reasonably necessary to maintain the services indicated within the terms of this agreement as further determined by the Sheriff.

6. To hire two (2) Sheriff's Deputies to patrol the CITY and to pay the salaries and employee benefits as determined by the COUNTY consistent with the current collective bargaining agreement.
7. To ensure that a representative from the Sheriff's Office shall attend and report on law enforcement activities in the CITY at an average of 12 council meetings each year for the duration of the agreement to ensure that the council and Sheriff's Office maintain and open communication with regard to potential and real law enforcement concerns to the CITY.

**B. THE CITY AGREES:**

1. That it shall pay the total sum of EIGHT HUNDRED FORTY THOUSAND NINE HUNDRED SIXTY DOLLARS (\$840,960.00) for the term of March 1, 2019 through March 1, 2023. Payments by the CITY of such sums shall be made in 48 monthly installments of \$17,520.00, during the term herein.
2. In the event overtime is necessary to perform the law enforcement duties as outlined in this Agreement, a separate invoice shall be sent to the CITY for such charges. Jailing, Dispatch, and other justice system services are not covered by this Agreement.
3. Any public agency entering into an agreement pursuant to chapter 39.34, may appropriate funds and may sell, lease, give, or otherwise supply property, personnel, and services to the administrative joint board or other legal or administrative entity created to operate the joint or cooperative undertaking. That the CITY shall provide the COUNTY with two (2) new, fully equipped law enforcement vehicles currently owned by the CITY. The COUNTY will remove the CITY striping and replace with COUNTY striping. At the end of this Agreement, the COUNTY striping shall be removed prior to the vehicles being put back into service by the CITY.
4. That the CITY attorney and/or the CITY clerk, upon request by the Sheriff's Office and/or Prosecutor's Office, shall provide COUNTY officials with written assurance that procedures required in the implementation of certain provision of CITY ordinances or sections of the CITY code have been complied with and performed according to law and that the appropriate law enforcement services requested or required of the Sheriff's Office are timely and appropriate.

**C. IT IS MUTUAL AGREED AS FOLLOWS:**

1. That the CITY specifically authorizes the COUNTY, by and through the Okanogan County Sheriff, to enforce the municipal ordinances as though said Sheriff were the Chief Law Enforcement Officer of the CITY; and, insofar as it may be required by state law, the County Sheriff shall be designated Chief of Police of the City of Tonasket and that the Sheriff or designee shall be reasonably available to the Mayor or Mayor's representative for consultation as necessary regarding CITY law enforcement and/or regarding provisions of this Agreement.
2. That the delivery of law enforcement services, the standards of performance, the discipline of deputies and other matters incident to the performance and control of personnel involved in such services shall be the responsibility of the COUNTY alone.
3. All court services, booking, and incarceration expenses shall be covered by a separate agreement.

4. All persons employed for the purposes of performing law enforcement services contemplated within the terms of this Agreement are COUNTY employees.
5. The COUNTY shall provide and maintain liability insurance coverage, with the CITY named as an additional insured and shall indemnify and hold the CITY harmless for any case or claim which may arise from the provision of law enforcement services to the CITY pursuant to this Agreement. And that the CITY shall indemnify and hold the COUNTY harmless for any case or claim which may arise from the provision of law enforcement services pursuant to this Agreement.
6. The above indemnity obligations in Paragraph C5 shall survive the termination and/or expiration of this Agreement.
7. That the CITY shall not be liable for compensation to any COUNTY employee for injury or sickness arising out of his/her employment or by reason of the performances of any services contemplated in this Agreement.
8. The term of this Agreement shall be from the first day of March, 2019 and shall terminate the 1<sup>st</sup> day of March, 2023, provided that this Agreement may be extended by written agreement between both parties.
9. The COUNTY may, not more than once in each calendar year, by giving thirty (30) days written notice, request a modification of Paragraph B1 to reflect an actual increase in cost to the COUNTY of services provided to the CITY of Tonasket. The COUNTY shall notify the CITY in writing and a negotiating session shall be scheduled within thirty (30) days to determine whether this Agreement shall be modified. In the event the parties are unable to agree regarding such proposed cost increase, the matter shall be arbitrated according to the provisions of Paragraph C14.
10. This Agreement may be renegotiated annually with respect to the amount to be charged to the CITY for the next one-year term. Any increase in the annual charge to the CITY shall be negotiated in whole dollar(s) amounts.
11. TERMINATION: This Agreement may be terminated at the request of either party PROVIDED that the other party must be notified one hundred twenty (120) days in advance of the date proposed as termination of this Agreement in order to facilitate transfers of services and responsibilities in a smooth and efficient manner and to allow for appropriate budget restructuring and manpower allocations by both parties.
12. PENALTY FOR EARLY TERMINATION: In the event the CITY terminates this Agreement prior to the end of the four (4) year term, a pro-rated balance of the total Agreement amount (Section B1) shall be paid in full by the CITY. The pro-rated amount shall be the monthly amount (\$17,520.00) multiplied by the remaining months left in the Agreement.
13. Any modification of the Agreement may be accomplished only by written agreement between the COUNTY and the CITY and no oral understandings or agreements shall suffice to alter the terms of this Agreement.
14. The COUNTY and the CITY shall select representatives to act as a joint board for implementation and proper administration of this Agreement, and will refer problems of implementation to the governing body of the COUNTY and of the CITY for resolution, if necessary. The joint board provided in this paragraph shall meet at least quarterly as agreed upon by the joint board members.
15. The parties to this Agreement agree that in the event that differences arise between the parties with respect to the interpretation of implementation of any of the provisions of this Agreement, such differences shall be submitted to the Board of

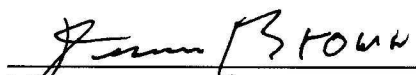
Arbitration for resolution by giving written notice requesting arbitration. The Board of Arbitration will be established within thirty (30) days of written notice of arbitration being given by each party designating an individual to act as arbitrator and the two individuals so designated by the parties shall themselves select a third individual to sit as chairman of the Board of Arbitration. The parties agree to be bound by the decision of the arbitration panel with respect to such differences as may arise. The costs of the arbitrators designated by each respective party shall be borne by the party appointing the same, and the cost of the third individual to sit as the chairman of the Board of Arbitration shall be split equally between parties.

16. In the event that the Board of Arbitration established by Paragraph C14 above should invalidate any provision of this Agreement or determine that any provision of this Agreement is unenforceable, remaining provisions of this Agreement shall nevertheless continue to be valid and enforceable as between the parties, provided, however, that if either or both of the parties to this Agreement determine, pursuant to Paragraphs C10 and C11 above, the Agreement should be terminated, then in that case the provisions of Paragraphs C10 and C11 shall control, and will survive the termination of the Agreement.


17. That Okanogan County is an Equal Opportunity employer and has nondiscriminatory hiring practices.

IN WITNESS WHEREOF the parties hereto have executed this Agreement to become effective on the day and the year first above mentioned.


**CITY OF TONASKET**

  
\_\_\_\_\_  
Mayor  
City of Tonasket

Approved as to form:


  
\_\_\_\_\_  
Mick Howe, Attorney,  
City of Tonasket


Attest:

  
\_\_\_\_\_  
Alice Attwood, City Clerk,  
City of Tonasket

Law Enforcement Services Agreement – City of Tonasket

**BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON**

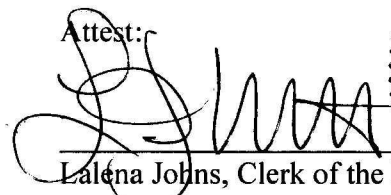
  
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3/5/2019  
Jim DeTro, Chairman

  
\_\_\_\_\_  
3/5/2019  
Chris Branch, Member

  
\_\_\_\_\_  
3/5/2019  
Andy Hover, Member

  
\_\_\_\_\_  
Tony Hawley, Sheriff

Attest:

  
\_\_\_\_\_  
Lalena Johns, Clerk of the Board

