

**INTERLOCAL AGREEMENT
FOR LAW ENFORCEMENT SERVICES**

THIS INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES, hereinafter "**Agreement**," is entered into this 18 day of March, 2019, by and between the County of Okanogan, Washington, hereinafter "**County**," and the City of Pateros, Washington, hereinafter "**City**."

RECITALS:

A. The City is a municipal corporation in the state of Washington, located in Okanogan County, Washington.

B. The City is desirous of contracting with the County for the performance of certain law enforcement services by the Okanogan County Sheriff's Office for the City.

C. The County is agreeable to providing such law enforcement services on the terms and conditions hereinafter set forth, and has the legal authority to extend such law enforcement services within the City limits of the City.

D. RCW 39.34 authorizes the City and the County to enter into this Agreement for law enforcement services.

AGREEMENT:

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

1.0 DEFINITIONS. For the purposes of this Agreement, the following definitions shall apply:

1.1 "Patrol Services" shall mean the first response for the enforcement of state law and City ordinances as provided herein. Patrol Services shall also include reactive response to calls from City citizens, residences, and businesses, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable state and City traffic codes. Patrol Services shall also include specific law enforcement services which are customary to the City, including routine patrols of the City by foot or vehicular patrols, and general community policing services such as vacation checks of homes, courtesy safety inspections, agency referrals, attendance at school events as applicable, checking security of businesses, and personal contacts as are customary in a small City.

1.2 "Sheriff's Office" shall mean the Okanogan County Sheriff's Office.

1.3 "Deputy" or "Sheriff's Deputy" shall mean a Deputy Sheriff of the Okanogan County Sheriff's Office.

1.4 "Special Alarm Services" shall mean such response by a Deputy Sheriff to City's special alarms, for example the Sewer Alarm for the City.

1.5 "Investigative Services" shall mean criminal investigations by Sheriff's Deputies investigating all detected and reported crimes in the City and providing such services as customarily provided by the Sheriff's Office in the unincorporated portions of Okanogan County.

1.6 "Special Services" shall mean any services that are extraordinary or special as provided by the Sheriff's Office, including, but not limited to, search and rescue, canine patrol, hostage negotiations, Special Response Team, sex offender registration, and community crime prevention.

1.7 "Support Services" shall mean providing testimony related to the prosecution of those accused of crimes and for violations of City ordinances, not to include City parking ordinances and animal control ordinances, planning and research, subpoena service, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, records, internal investigations, contract administration, and detachment support.

1.8 "Records" shall mean any records made or completed in the normal course of police operations or investigations.

1.9 "Supplemental Services" shall mean such additional law enforcement services as described in Section 3.0 herein.

1.10 "Evidence" shall mean any evidence or property collected as a result of investigations occurring within the City.

1.11 "Response Time" shall mean the time to respond to a request for services as measured from the time dispatched to the time that the Sheriff's Deputy arrives at the scene.

2.0 BASE LEVEL SERVICES.

2.1 The County shall provide within the City limits the same level, degree and type of coverage as is customarily provided by the Sheriff's Office for unincorporated areas of Okanogan County. This coverage shall include Patrol Services, Special Alarm Services, Investigative Services, Special Services and Support Services, hereinafter collectively referred to as "**Law Enforcement Services**".

2.2 During such agreed times that Sheriff's Deputies are scheduled to provide Law Enforcement Services in the City, the maximum Response Time shall be 15 minutes. Provided, however, the parties agree there may be certain times when the Response Time cannot be met, such as, but not limited to instances to when a Sheriff's

Deputy receives an emergency call outside the City limits, transporting a detainee, or is detained on a traffic stop or investigation. In such cases, Response Time shall be as soon as possible. Provided further, that in such situations, the Sheriff's Office shall endeavor to dispatch another Deputy as soon as possible or backup coverage in cases of an emergency.

2.3 In addition to the Support Services, the Sheriff's Office shall perform such additional support services as are incidental to providing Law Enforcement Services to the City, including:

- a. All Records, data, entry and retention;
- b. The collection, handling and storage of Evidence in the same manner and procedure as used in Sheriff's Office investigations. Any Evidence collected or held by the City prior to the effective date of this Agreement shall be audited and turned over to the Sheriff's Office to be held until such time that the case is finally adjudicated. Once a case is adjudicated, the evidence will be processed as any Sheriff's Office property according to State requirements.

2.4 All court service, dispatch, booking, and incarceration expenses shall be covered by a separate agreement.

3.0 SUPPLEMENTAL SERVICES.

3.1 The County will provide, to the maximum extent allowable with manpower and equipment, at a rate of \$56.00 per hour, Sheriff's Deputies for such supplemental time as requested by the City.

3.2 If the City requests supplemental manpower as provided herein, the City shall provide 30 days advance notice, if possible, prior to the event.

3.3 This section does not apply to annual community events and activities established at the time of this Agreement. **Addendum "A"** attached hereto is a list of annual community events and activities in place at the time of this Agreement.

4.0 ORGANIZATION.

4.1 The City specifically authorizes the County, by and through the County Sheriff, to enforce the municipal ordinances as though the Sheriff were the Chief of Police of the City; and in so far as may be required by state law, the County Sheriff shall be designated Chief of Police of the City.

4.2 The County Sheriff, or his designee, shall be a liaison for any operational or performance concerns identified by the City. Such liaison shall be available for contact by the City during mutually agreed upon days and hours, and, as needed, shall attend and report on Law Enforcement Services to the City Council, and be available at

6.4 The City shall not be liable for compensation to any County employee for injury or sickness arising out of his or her employment or by any reason of the performance of any Law Enforcement Services contemplated in this Agreement.

6.5 The City, at its own cost, shall provide to the County any special supplies, stationary, notices, or forms, which must be used in the name of the City in the performance of this Agreement by the County.

7.0 PERFORMANCE REVIEWS.

Upon the City's request, the County Sheriff, or the County Sheriff's designee, shall meet with the City, not more often than quarterly, to discuss performance under this Agreement. The County Sheriff or County Sheriff's designee will provide summaries of activity and budget updates at these meetings. The City shall have an opportunity to comment on its satisfaction with the Law Enforcement Services delivered and request adjustments or modifications to such services.

8.0 COMPENSATION.

8.1 During the term of this Agreement, and in consideration for the Law Enforcement Services provided by the County as set forth herein, the City agrees to pay the County the base rate of \$65,000.00 annually, to be paid in equal monthly payments during the prorated term herein.

8.2 The County shall submit to the City a monthly billing for the Law Enforcement Services and Supplemental Services provided under this Agreement. Payment shall be due and payable within 30 days, and shall be made to:

Okanogan County Sheriff's Office
123 5th Avenue North, Room 200
Okanogan, WA 98840

8.3 On or before December 1 of each year of this Agreement, and any extension thereof, the County shall notify the City of projected increases in the compensation amounts of this Agreement to reflect any actual increases in cost to the County of Law Enforcement Services provided to the City. If a proposed compensation increase is requested by the County because of increased costs, the parties shall negotiate for 30 days to determine whether the compensation portion of this Agreement shall be modified; Provided, that no annual increase in compensation of this Agreement may exceed the annual Cost of Living Allowance (COLA) for the Seattle/Tacoma area for that year unless mutually agreed upon by the parties. In the event the parties are unable to agree regarding such modification of the compensation amount, the matter shall be arbitrated according to the provisions of Section 18.0. The effective date of any increases shall be January 1 of each year of this Agreement.

8.4 It shall be the responsibility of the County to prosecute any civil forfeitures of cash, personal, or real property, hereinafter "**Property**", resulting from seizures of property within the City limits by deputies assigned to the City.

9.0 DURATION.

This Agreement will become effective 12:01 a.m. January 1, 2019, provided that this Agreement has been duly authorized and signed by both parties. This Agreement shall expire on 11:59 p.m., December 31, 2024, unless extended or terminated.

10.0 TERMINATION.

10.1 This Agreement may be terminated at the request of either party, provided that the other party must be notified 120 days in advance of the day proposed as termination of this Agreement in order to facilitate transfer of the services and responsibilities in a smooth and efficient manner and to allow for appropriate budget restructuring and manpower allocations by both parties. Such 120-day notice provision of this paragraph may be waived upon consent of both parties to this Agreement.

10.2 Upon giving notice of termination, the parties agree to commence work on and to complete a transition plan providing for an orderly transition of services and responsibilities from the County to the City within such 120-day period. The transition plan shall identify and address personnel, capital equipment, workload, and other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.

10.3 Upon termination of this Agreement, the County shall deliver to the City any equipment belonging to the City pursuant to this Agreement.

11.0 NOTICES.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when delivered personally or when sent by certified mail to the following:

County:

Okanogan County Sheriff's Office
123 5th Avenue North, Room 200
Okanogan, WA 98840

City:

City of Pateros
P.O. Box 8
Pateros, WA 98846

12.0 INSURANCE AND INDEMNIFICATION.

12.1 The County shall maintain liability insurance coverage, with the City named as an additional insured, and shall provide to the City evidence in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent self-insurance pool.

12.2 The County shall indemnify and hold harmless the City, its elected and appointed officials, officers, employees and agents, from any and all loss or claim for damages of any nature whatsoever resulting from any act or omission in the performance of this Agreement by the County, its elected or appointed officials, officers, employees or agents. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding, excluding any challenge raised in the defense of a criminal prosecution or appeal thereof, is commenced in which the enforceability or validity of any City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.

12.3 The City shall indemnify and hold harmless the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever rising out of the performance of this Agreement and based on the act or omission of a City employee, elected official or agent, except for those damages solely caused by the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

12.4 Each party hereby waives its immunity under the Washington Industrial Insurance Act solely for the purpose of indemnifying the other party for claims made by employees of the indemnifying party. This provision is intended solely to augment the indemnity provisions herein and shall not accrue to the benefit of any third person. It shall not be construed in any manner to waive either party's immunity against a claim by an employee against an employer.

13.0 INSPECTIONS.

Subject to applicable confidentiality rules, the Records and documents with respect to all matters covered by this Agreement shall be subject to inspection or review by the County or the City during the term of this Agreement and for a period of three years after termination. Provided, that such party requesting to inspect Records or documents as provided herein shall provide the minimum of 14 days prior notice of such inspection review. Such inspection review shall be held at the office of the party holding the Records or documents to be inspected.

14.0 AMENDMENTS.

This Agreement may be amended at any time by mutual written agreement of the parties.

15.0 CONTRACT ADMINISTRATION.

The County and the City shall each appoint a Contract Administrator regarding problems in the implementation and proper administration of this Agreement. The Contract Administrators may refer problems of implementation or administration to the governing body of the County and the City for resolution, if necessary. The Contract Administrators will meet with 10 days prior written notice to the other party. Any differences or problems that cannot be resolved pursuant to this Section may be resolved pursuant to Section 18.0.

16.0 NO THIRD PARTY BENEFICIARY.

The County and the City agree that this Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either the County or the City.

17.0 COMPLIANCE WITH LEGAL REQUIREMENTS.

Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

18.0 DISPUTE RESOLUTION.

18.1 The County and the City agree that in the event that differences arise between the parties with respect to interpretation or implementation of the provisions of this Agreement, such differences shall be submitted to a board of arbitration for resolution. The board of arbitration will be established by each of the parties 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 they may arise. The costs and fees of the arbitrators appointed by each party, as well as one-half of the third arbitrator selected by the two arbitrators shall be the responsibility of each respective party.

18.2 Either party may compel arbitration by providing written notice to the other party of the request to arbitrate, together with selection of their arbitrator. The other party shall have 14 days from the receipt of such notice of arbitration to select an arbitrator and notify the requesting party. Such arbitration shall be held within 45 days of the postmark of the initial request for arbitration, unless otherwise agreed between the parties.

18.3 In the event the board of arbitration established above should invalidate any provision of this Agreement or determine that any provision of this Agreement is unenforceable, the 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 Section 10.0 above, the Agreement should be terminated, then in that case the provisions of Section 10.0 shall control.

19.0 VENUE AND JURISDICTION.

The laws of the state of Washington shall be applicable to the construction and enforcement of this Agreement and venue shall be in Okanogan County, Washington.

20.0 ENTIRE AGREEMENT, WAIVER OF DEFAULT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance and provisions of this Agreement. Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the parties, which shall be attached to the original agreement.

THIS AGREEMENT is dated the day and year first above written.

CITY:

COUNTY:

By: Carlene R. Anders
Carlene R. Anders, its Mayor

Jim DeTro 10/15/19
Jim DeTro, Chairman

Attest:

ABSENT

Kerri Wilson
Kerri Wilson
City Clerk-Treasurer

Andy Hover
Andy Hover, Commissioner
Chris Branch 10/15/19
Chris Branch, Commissioner

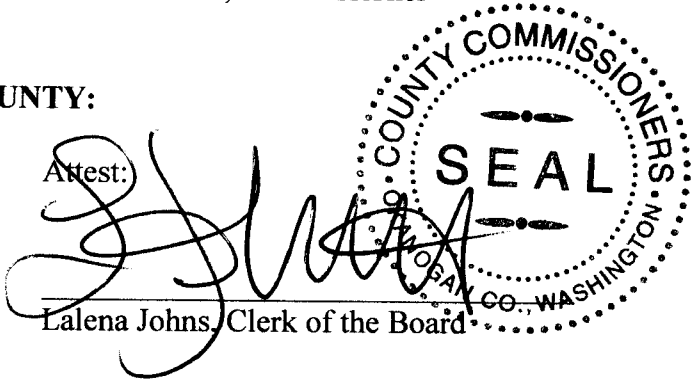
CITY:

COUNTY:

Approved as to form:

Attest:

W. Scott DeTro
W. Scott DeTro By By [Signature]
City Attorney



Lalena Johns, Clerk of the Board

Approved:

Tony Hawley
Tony Hawley, Sheriff

Approved as to form:

David Gecas
David Gecas, Civil Deputy Prosecutor

ADDENDUM A

1. Pateros Fire Department's Safety Day;
2. Pateros Business Appreciation Day.
3. Pateros Annual City-wide Yard Sale;

4. Apple Pie Jamboree;
5. Pateros Hydro Classic.