

811-16-02

2C
9/20

**INTERAGENCY AGREEMENT BETWEEN
THE
CITY OF FORKS and CLALLAM COUNTY
RELATING TO LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made pursuant to RCW 39.34, and the authority set forth in RCW 10.93, is entered into this 12th day of September, 2016, by and between the City of Forks, a municipal corporation of the State of Washington (hereinafter referred to as "City") and Clallam County, a political subdivision of the State of Washington (hereinafter referred to as "County").

THE PURPOSE OF THIS AGREEMENT IS TO memorialize the terms under which the County by and through its Sheriff's Department will provide law enforcement resources to the City's Police Department so that it may continue to provide law enforcement services within the corporate boundaries of the City.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

SCOPE OF WORK

The Clallam County Sheriff's Department will provide one or more Deputy Sheriff's (hereinafter, "Deputy") to the City of Forks Police Department in order to supplement law enforcement staffing as needed within the City.

The Deputy will wear the Clallam County Sheriff Department's uniform and will operate a Clallam County Sheriff Department's vehicle while providing law enforcement services within the City. The Deputy will remain an employee of Clallam County at all times while rendering law enforcement duties for the City in conformity with this Agreement.

The City will take action as necessary to commission the Deputy as a Forks Police Officer so that the Deputy may enforce state and local laws as well as City Ordinances.

It is understood and agreed that the Clallam County Sheriff's Office will supervise the Deputy in their provision of law enforcement services within the City.

While performing law enforcement duties for the City the Deputy may, at any time, respond and render assistance outside of the City to another law enforcement officer/entity in emergency situations. When doing so, the Deputy will immediately notify the Forks Police Department and the Clallam County Sheriff's Office patrol supervisor of the emergent response.

The County recognizes and agrees that the City may only need Deputies to respond to and investigate calls for service as needed, while the Deputies are working during their regularly scheduled County work hours. Furthermore, the County recognizes and agrees

that the City may only need Deputies to cover scheduled on-call periods and periodic call out.

GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Clallam County.

DEFENSE, INDEMNITY, HOLD HARMLESS

1. The City will defend, indemnify and hold the County harmless from and against any and all causes, claims, actions, suits, demands, judgments and/or settlements of any nature whatsoever that arise from or are in connection with the lawful Deputy's performance and/or omission of law enforcement services under the terms of this Agreement. EXCEPT, the City will not be required to defend, indemnify and hold the County harmless from those causes, claims, actions, suits, demands, judgments and/or settlements that: Arise from defective equipment provided by the County to its Deputy for use by that Deputy; and,
2. Arise from a claim by the Deputy associated with the Deputy's working under the terms of this contract in connection with the Fair Labor Standards Act or Industrial Insurance with the Washington State Department of Labor and Industries.

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 and/or validity of any such City ordinance, rule or regulation is at issue the City shall defend the same at its sole cost and 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.

TITLE 51 RCW WAIVER

The City will defend, indemnify and hold the County harmless from and against any and all liability and claims by third parties or City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City in performance of this Agreement. Along with the other provisions of this Agreement, this provision has been mutually negotiated by the parties.

DURATION

The parties agree that performance of the duties imposed on them by this Agreement may begin as of 12:01 am on August 28th, 2016. The parties agree that law enforcement services provided after the date and time listed here are and have been performed pursuant to the terms and obligations of this Agreement regardless of when the

respective legislative bodies of the parties execute this Agreement. This Agreement will continue indefinitely until modified or terminated by mutual written agreement of the parties in a manner consistent with this Agreement.

CONTACT PERSONS

The City and the County will each appoint a representative who will be responsible for the administration of this Agreement. Unless otherwise designated in writing, the City contact person will be the Forks City Attorney. The County contact person will be the Sheriff Department's Chief Criminal Deputy.

COMPENSATION

The City has budgeted funds to reimburse the County for the Deputy's overtime salary and benefits. The City agrees to reimburse all compensable time accrued by the Deputy while performing services for the City.

A. Base Rate for Compensation

The City recognizes and agrees that County will bill the City using the following base rates:

1. \$43.00 per hour (average deputy straight time wage per hour) when the Deputy is working during the Deputy's regular County scheduled work hours; and,
2. \$58.00 per hour (average deputy overtime wage per hour) for hours worked outside of the Deputies regularly scheduled work hours.

If the request from the City is to cover scheduled on-call periods and/or periodic calls out, then compensation from the City will occur only for the Deputy's time spent on-call and for time worked in responding to, investigating, and preparing investigative reports for City calls for service except that a Deputy having on-call status for the City on a scheduled day off for that Deputy shall receive compensation equal to not less than three hours of Rate A.1 above regardless of whether that Deputy attends or arrives at any call for service for the City during that day when they hold on-call status..

B. Methodology for Compensation

The City recognizes and agrees that if a Deputy is placed in an on-call designation at the request of the City, the on-call designation shall be made for increments of twenty-four (24) hours beginning or ending at the start time of the Deputies scheduled shift. The twenty-four (24) hour period designated by the City shall be deemed the work-day for purposes of computing the compensation due under this Agreement.

A Deputy designated to be on-call shall be paid as follows: On-call time on a work-day for the off duty hours spent on call shall be compensated at the rate of one (1) hour's pay at the straight time deputy rate for each such hour of on-call time on a work-day spent on a City call for service; and three (3) hours of straight time wage shall be paid for remaining in an on-call status on a scheduled regular day off regardless of whether the Deputy with on-call status attends any City call for service during that scheduled regular day off. A Deputy having on-call status on a scheduled regular day off shall be eligible for additional compensation if City calls for service consume more than three (3) hours of his scheduled regular day off.

The City recognizes and agrees that a Deputy called back to work (call out) shall be paid for actual hours worked. The Deputy will be compensated for a minimum of two (2) hours at the average deputy overtime wage if the call back is more than two (2) hours prior to the start of the Deputy's next scheduled shift, or after the end of a scheduled shift on a assigned work day. A Deputy called back to work perform duty on a scheduled day off shall be compensated for a minimum of (3) hours at the average deputy overtime wage.

C. Billing and Payment

The County will prepare an invoice for the amounts it is owed by the City, present same to the City and the City will pay same within 30 days of its receipt of said invoice.

EQUIPMENT

The County will provide the Deputy any/all necessary equipment to perform their duties under this Agreement. In the event that any of the Deputy's equipment is damaged or requires replacement in connection with the Deputy's rendering of services under this Agreement, the costs of repair and/or replacement will be paid by City.

TRAINING

The City will be responsible for providing supplemental training, beyond that required by the County, to the Deputy who renders law enforcement services pursuant to the terms of this Agreement. This training will address, at a minimum, City ordinance enforcement, and any other information required by the Deputy to render services consistent with the terms of this Agreement. This training will be provided at the earliest opportunity following the commencement of this Agreement.

JAIL COSTS

Jail costs associated with lawful arrests made by the Deputy while providing law enforcement services under the scope of this Agreement shall be borne by the City in the same manner as if the arrest was affected by a Forks City Police Officer.

AGREEMENT ALTERATIONS AND AMENDMENTS

The City and the County may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing, signed by personnel authorized to bind the City and the County, specifically the Forks Mayor and the Clallam County Sheriff. Any amendment to this Agreement must be executed with the same degree of formality as this Agreement if involves different rates or computations of compensation flowing from the City to the County.

TERMINATION

Except as otherwise provided for in this Agreement, either party may terminate this Agreement for any reason upon seven (7) days' written notice to the other party. Written notice may be via USPS or email. If this Agreement is so terminated, the terminating party shall be liable only for performance rendered prior to the effective date of termination. In the event of termination, the parties agree that any property acquired in connection with this agreement shall remain the property of the party who purchased the property.

GENERAL PROVISIONS

The City and County will be coordinate the planning, organizing and scheduling of services to be rendered pursuant to this Agreement.

NO FINANCIAL MANDATES

The City and County confirm that their execution of this Agreement does not require the County to expend any additional funds or hire or retain additional commissioned personnel in order to fulfill its obligations under this Agreement unless such additional expenditures or hires are approved through the County's adopted budgeting process.

DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, it shall be determined in the following manner:

The City shall appoint a member to the Dispute Board. The County will appoint a member to the Dispute Board. The City and the County will jointly appoint a member to the Dispute Board. In the event the City and County are not able to jointly agree on a third member to serve on the Dispute Board, either party may petition the Superior Court for Clallam County to appoint a third member to the Dispute Board. The Dispute Board shall evaluate and adjudicate the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, with each party agreeing to pay its own cost and fees

NONDISCRIMINATION

In the performance of this Agreement, each Party will 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) and Chapter 49.60 RCW, as now or hereafter amended. The

Parties will not discriminate on the grounds of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, the presence of any sensory, mental, or physical handicap, or any other basis not reasonably related to the accomplishment of a legitimate governmental purpose, and shall take whatever affirmative action necessary to accomplish this purpose as defined in the state and federal constitutions and applicable court interpretations.

In the event of noncompliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled or terminated in whole or in part and the Parties declared ineligible for further agreement. The Parties shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with a dispute procedure set forth herein.

SEVERABILITY

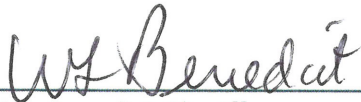
If any provision of this Agreement or any provision of any law, rule, or document incorporated by reference into this Agreement, shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end, the provisions of this Agreement are declared to be severable.

COMPLETE EXPRESSION

This Agreement, and any written attachments or amendments thereto, constitutes the complete agreement of the parties and any oral representations or understandings not incorporated herein are excluded.

ALL WRITINGS CONTAINED HEREIN

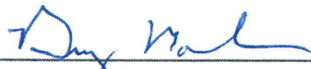
IN WITNESS WHEREOF, the City of Forks and Clallam County have signed this Agreement as of the date and year written below.



W. L. Benedict, Sheriff
Clallam County Sheriff's Department

Date: 9-23-2016

Date: 9/20/2016



Bryon Monohon, Mayor
City of Forks

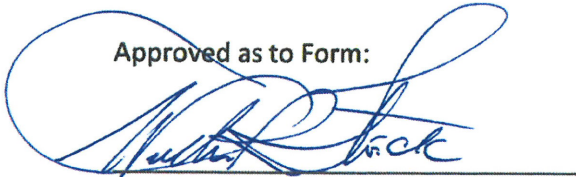
Date: 9/12/16



Mike Chapman, Chair
Clallam County Commissioners

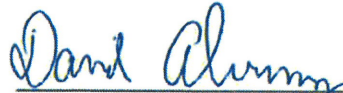
Date: 9/20/16

Approved as to Form:



Rod Fleck, Forks City Attorney

Approved as to Form:



8/31/16

David Alvarez, Chief Civil Deputy Clallam
County Prosecutor's Office