

INTERLOCAL AGREEMENT BETWEEN WALLA WALLA COUNTY AND THE CITY OF PRESCOTT RELATING TO LAW ENFORCEMENT SERVICES

(FOR THE YEARS 2013, 2014 and 2015)

THIS AGREEMENT, entered into and effective the 24 day of December 2012 by the County of Walla Walla, a political sub-division of the state of Washington, ("COUNTY") and the City of Prescott, ("CITY").

RECITALS

The CITY is entirely within the COUNTY; and

The CITY possesses the power, legal authority and responsibility to provide law enforcement services to the citizens within its boundaries; and

The COUNTY, through the Walla Walla County SHERIFF'S Office ("SHERIFF") provides law enforcement services to the citizens of Walla Walla County; and

The COUNTY has the power and legal authority to extend those law enforcement services into the CITY; and

Chapter 39.34 RCW authorizes two or more public entities to contract to perform functions which each may individually perform; and

The CITY desires to enter into an agreement with the COUNTY whereby the COUNTY, through the SHERIFF, will provide quality law enforcement services to the CITY and its citizens; and

The COUNTY agrees to render such law enforcement services through the SHERIFF'S Office subject to the terms hereof;

AGREEMENT

NOW THEREFORE, in consideration of the covenants, conditions, performances, and promises contained in this Agreement, the parties agree as follows:

1.0 BASE LEVEL SERVICES

The COUNTY shall provide within CITY limits the following law enforcement services, for a minimum of **seven (7) hours** per week for each month that this Agreement remains in effect, rendering such services at the same level, degree and type as is customarily provided by the COUNTY in the surrounding unincorporated Walla Walla County unless otherwise set forth in this Agreement. COUNTY will provide the following specific services which are customary to the CITY: routine patrols of the CITY, including foot, vehicular patrols, community policing services such as vacation checks of homes, courtesy safety inspections, agency referrals, attendance

at school events, checking security of businesses, and personal contacts as are customary in a small CITY. COUNTY will not provide routine animal control and civil ordinance enforcement.

1.1 PATROL SERVICES. Police Patrol Services shall constitute the first response for the enforcement of state law and selected CITY criminal and traffic ordinances. Patrol services shall include reactive patrol to respond to calls for service from residences and businesses, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable city ordinances and state traffic codes. The deputies assigned to the area in accordance with this Agreement will provide patrol services to the CITY during their scheduled work shifts.

1.2 INVESTIGATIVE SERVICES. Investigative Services shall consist of criminal investigations by detectives investigating all detected and reported crimes which are customarily provided by the county in the surrounding unincorporated portions of Walla Walla County.

1.3 SPECIAL SERVICES. Special services provided under this Agreement may include but are not limited to Search & Rescue, hostage negotiations, Special Weapons and Tactics Emergency Response Unit (SWAT ESU), sex offender registration, community crime prevention, Drug Abuse Resistance Education (DARE) and the monthly tracking and reporting of hours worked in the City.

1.4 SUPPORT SERVICES. Support services provided under this Agreement, separate and apart from the Patrol Services, Investigative Services, and Special Services as set forth above and not to be considered part of the minimum of seven (7) hours per week, may include planning and research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, records, internal investigations and contract administration.

1.5 CRIMINAL JUSTICE SUPPLEMENTAL SERVICES. COUNTY will provide for all costs and services related to the prosecution, defense and punishment of those accused of crimes and traffic infractions within the CITY, including but not limited to jail fees, prosecution and court costs, jury and witness fees, interpreter fees and assigned counsel, *provided*, that the CITY will be responsible for these costs as they relate to enforcement of any City ordinances.

1.6 EVIDENCE. Evidence or any Property collected as a result of investigations occurring within the CITY will be processed in the same manner used for Sheriff's Office investigations occurring in the unincorporated portions of the COUNTY.

2.0 SUPPLEMENTAL SERVICES

2.1 DISPATCH SERVICES. These services are contracted with the City of Walla Walla WESCOMM to perform such functions that are necessary for emergency calls and dispatch. The Emergency Management Communications Advisory Board (EMCAB) is an advisory board made up of users within Walla Walla County. These members set fees and policy for EMCAB. The CITY shall pay for calls for service within the CITY. These costs have been incorporated into the total amount to be paid by the CITY as set forth in EXHIBIT A which is attached and incorporated by this reference.

3.0 ORGANIZATION

The COUNTY will provide the services identified in Sections 1 and 2 through the following organization:

3.1 LIAISON. Liaison will be provided through the Sheriff or a specifically identified Walla Walla County SHERIFF'S Office designee. The Sheriff or designee will handle the day-to-day operational concerns identified by the CITY'S City Council and residents. In addition, the Sheriff or designee will be available to the CITY during mutually agreed upon days and hours, for activities such as meetings of the council, appropriate community meetings, CITY staff meetings and **Special Events** as needed. These meetings or activities may be included in the seven (7) hours level of service as set forth in Section 1.0 above. The Sheriff or designee will be available as needed for contacts and coordination with the CITY'S department heads, including fire, wastewater, planning, and public works.

3.2 DEPUTIES' DUTIES. While on patrol in the CITY, the Sheriff's deputies will be dedicated to the law enforcement needs of the CITY.

3.3 While on patrol in the City, the Sheriff's Deputies will be provided access to an appropriate restroom facility.

4.0 REPORTING

4.1 REPORTING - (Calls for Service) Calls for service that are within the CITY boundaries will be maintained to enable accurate data collection on criminal and traffic activity and on dispatched calls for service.

4.2 SIGNIFICANT OCCURRENCE. *The Mayor or designee will be promptly notified in the event of a significant criminal occurrence or other major event within the CITY*

4.3 PERIODIC REPORTS. The SHERIFF will provide quarterly reports on criminal and traffic activity within the CITY limits and on law enforcement services provided under this Agreement. Such reports shall address FBI NIBRS Part I / Group A crimes committed within CITY limits and other categories specifically requested by the City, including, but not limited to the listing of calls for service, call response times, updates concerning criminal investigations if it will not hamper an ongoing investigation, and whether reports regarding these investigations have been forwarded to the Prosecuting Attorney Office for their disposition.

4.4 MEDIA RELEASES. Sheriff's Office will conduct and do all press releases pertaining to major crimes. The CITY shall not issue any media releases regarding criminal investigations conducted pursuant to this Agreement without prior approval of the SHERIFF or Undersheriff.

5.0 PERSONNEL AND EQUIPMENT

5.1 The COUNTY is not acting as an agent of the CITY, but is acting as an independent contractor so that:

5. 1.1 Control of personnel (except for operational assignments as set forth in this Agreement), standards of performance, discipline and all other aspects of performance shall be governed entirely by the COUNTY;

5.1.2 All persons rendering services shall be for all purposes employees of the COUNTY.

6.0 PERFORMANCE REVIEW SCHEDULE

6.1 The SHERIFF or the SHERIFF'S designee shall meet with the CITY in March, July and October of each year, or sooner if required, to discuss performance under this Agreement. The SHERIFF or the SHERIFF'S designee will provide summaries of activity and budget updates at these meetings, as well as, reports identified in Section 4.0 of this Agreement. *The CITY shall have an opportunity to comment on its satisfaction with the service delivered and to request adjustments or modifications.*

7.0 COMPENSATION-BASE LEVEL SERVICES

7.1 CONTRACT AMOUNT. During the term of this Agreement, and in consideration for the base level services provided by the COUNTY as set forth herein, the CITY promises to pay the COUNTY a quarterly sum equal to one-quarter the yearly cost determined according to Exhibit A, which is attached and incorporated by reference.

7.2 BILLING. The CITY will be billed in equal quarterly amounts for services rendered. The payments are due within 30 days after invoicing by the COUNTY. Payment shall be made to:

Walla Walla County Sheriff
240 W Alder, Suite 101
Walla Walla, WA 99362

7.3 NOTIFICATION OF ADJUSTMENT/ANNUAL REVIEW. *The cost for contract services during the term of this Agreement is set forth in Exhibit A. Beginning September 10, 2013, and each year thereafter for the duration of this Agreement and any extension thereof, the COUNTY shall notify the CITY of the projected costs for the calendar year and after the last year of this Agreement (e.g. September 15, 2013 for the calendar year 2014, September 15, 2014 for the calendar year 2015, etc.). The parties may then, by written agreement, extend this Agreement for an additional year utilizing that cost estimate. The COUNTY shall confer with the CITY concerning the projected costs and services. The intent of this provision is to allow for uninterrupted delivery of service by the COUNTY to the CITY at a cost agreed upon in advance.*

8.0 CITY RESPONSIBILITIES

In support of the COUNTY providing the services described in Section 1 and 2 above,

the CITY promises:

8.1 To supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the CITY.

8.2 To provide appropriate restroom facilities to deputies while on patrol as described in section 3.3 above.

9.0 DURATION

This Agreement will become effective 12:01 a.m., January 1, 2013, provided the Agreement has been duly authorized and signed by both parties. If authorized and signed thereafter by both parties, it shall become effective on a date of the affixing hereto of the last signature. This Agreement shall expire at 11:59 p.m., December 31, 2015, unless extended.

10.0 TERMINATION PROCESS

Each party may initiate a process to terminate this Agreement as follows:

10.1 The provisions of RCW 39.34.180 notwithstanding, either party desiring to terminate this Agreement shall provide written notice to the other party no less than three months prior to the effective date of termination.

10.2 Upon receipt of such notice, the parties agree to commence work on and to complete within 90 days a transition plan providing for an orderly transition of responsibilities from the COUNTY to the CITY over a minimum time frame of three months, including the 90 days to complete the transition plan. 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.

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 or registered mail to the following:

Any notice to WALLA WALLA COUNTY shall be sent or delivered to:

Walla Walla County Sheriff
240 W Alder, Suite 101
Walla Walla, WA 99362

Any notice to the CITY OF WAITSBURG shall be sent or delivered to:

City of Prescott
PO BOX 27

12.0 INDEMNIFICATION

12.1 The COUNTY shall protect, save harmless, indemnify and defend, 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 and/or validity of any such 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 attorney's fees.

12.2 The CITY shall protect, save harmless, indemnify and defend, at its own expense, the COUNTY, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the performance of this Agreement and based on the act or omission of a CITY employee, elected official or agent, including claims by the CITY'S employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the COUNTY, its elected or appointed officials, officers, employees or agents.

12.3 INDUSTRIAL INSURANCE ACT IMMUNITY WAIVER. 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 in this Agreement 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 AUDITS AND INSPECTIONS

The records and documents regarding all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or the CITY during the term of this Agreement and for a period of three years after termination.

14.0 AMENDMENTS

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

15.0 CONTRACT ADMINISTRATION

The parties shall each appoint a Contract Administrator to review performance and other

issues that are not related to day-to-day operations. Each party shall provide the other party with the name of its appointed Contract Administrator. The Contract Administrators will meet as needed. Either party may call additional meetings with ten days prior written notice to the other party. Any problem that cannot be resolved by the Contract Administrators shall be referred to the CITY Mayor or designee and the County SHERIFF or designee for settlement.

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 LEGAL REQUIREMENTS

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

18.0 DISPUTE RESOLUTION

The parties recognize that their constituents are best served by good faith cooperation by the parties in carrying out this Agreement. In the event of a dispute concerning this Agreement, the parties will first attempt resolution through good faith negotiations. If the parties are unable to resolve their dispute through such negotiations, the parties shall select a mutually agreed upon mediator. The mediator shall be, if possible, a current or former law enforcement professional with department head experience. The costs and fees of the mediator shall be borne equally by the parties. In the event after the dispute is unresolved at the conclusion of such mediation, this Agreement shall cease to be binding effective upon its then-current expiration date.

19.0 VENUE

The laws of the State of Washington shall be applicable to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this Agreement or any of its provisions shall be brought in the Superior Court of Walla Walla County, Washington.

20.0 ENTIRE AGREEMENT. WAIVER OF DEFAULT

The parties agree that this Agreement is the complete expression of its subject matter and terms and any oral representations or understandings not incorporated in this Agreement are excluded. Both parties recognize that time is of the essence in the performance and the 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 non-breaching party, which shall be attached to the original Agreement.

21.0 SEVERABILITY

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

22.0 DISPOSITION OF EARLIER AGREEMENT

The current Interlocal Agreement and current Addendum to the Interlocal Agreement between the parties pertaining to law enforcement services shall be terminated effective on the commencement date of this Agreement.

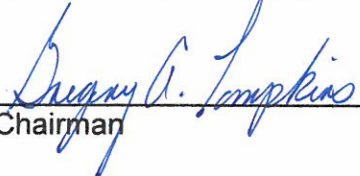
23.0 ATTACHMENTS

The following attachments are incorporated by reference as if set forth in full in the body of this interlocal agreement.

EXHIBIT A: Compensation – Base Services

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed as authorized by each party's governing body this 24 day of December, 2012.

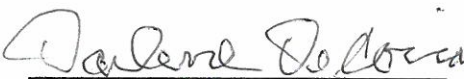
WALLA WALLA COUNTY

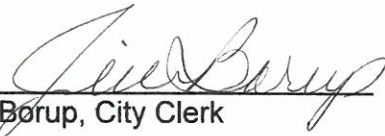

Chairman


Commissioner


Commissioner

CITY OF PRESCOTT


Darlene DeCoria, Mayor


Jill Borup, City Clerk

RECOMMENDED FOR SIGNATURE BY:


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John A. Turner
Walla Walla County Sheriff

APPROVED AS TO FORM:

Jesse D. Nalty deputy
James L. Nagle
Walla Walla County Prosecuting Attorney

Kristian E. Hedine
Kristian E. Hedine
City Attorney

EXHIBIT A

Compensation- Base Service:

In consideration for the base level of service provided by the COUNTY as more fully described in Section 1.0 of this Agreement, the CITY agrees to pay the COUNTY the amounts set forth below through the term of this Agreement:

2013 Nineteen Thousand, Seventy-Three Dollars and Sixty Cents (\$19,073.60) for the calendar year 2013. Payment shall be in the amount of Four Thousand, Seven Hundred Sixty-Eight Dollars and Forty Cents (\$4,768.40) to be billed in January 2013, April 2013, July 2013, and October 2013.

2014 Subject to adjustment as provided in Section 7.3 of the Agreement, no less than Nineteen Thousand, Seventy-Three Dollars and Sixty Cents (\$19,073.60) for the calendar year 2014. Payment shall be in the amount of one-quarter of the annual amount as determined under Section 7.3 of the Agreement to be billed in January 2014, April 2014, July 2014, and October 2014.

2015 Subject to adjustment as provided in Section 7.3 of the Agreement, no less than Nineteen Thousand, Seventy-Three Dollars and Sixty Cents (\$19,073.60) for the calendar year 2015. Payment shall be in the amount of one-quarter of the annual amount as determined under Section 7.3 of the Agreement to be billed in January 2015, April 2015, July 2015, and October 2015.