

LAW ENFORCEMENT SERVICES AGREEMENT

**BETWEEN
CITY OF REPUBLIC, WASHINGTON
AND
FERRY COUNTY, WASHINGTON**

THIS AGREEMENT is made and entered into on this _____ day of _____ November _____, 2020, by and between the County of Ferry, Washington, hereinafter referred to as "COUNTY," and the City of Republic, Washington, hereinafter referred to as "CITY," each party having been duly organized and now existing under the laws of the State of Washington, and collectively hereinafter referred to as the "parties".

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of certain law enforcement services by the Ferry 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.

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 patrols and investigations 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.
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. The COUNTY is an Equal Opportunity employer and has nondiscriminatory hiring practices.
6. To meet the forty (40) hour requirement, employ adequate 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 at City Council meetings in the CITY once each month for the duration of the agreement to ensure that the City Council and Sheriff's Office maintain an 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 established and outlined in Appendix 1 of this agreement for the term of July 1, 2020 through December 31st, 2020. The parties recognize that the County has been providing law enforcement services to the City prior to the execution of this agreement. Payments by the CITY shall include the period of time that the County has been providing such law enforcement services. Such payments shall be paid in the manner and time as set forth in Appendix 1.
2. The parties may appropriate funds and may sell, lease, give, or otherwise supply property, personnel, and services to operate the joint or cooperative undertaking in this agreement.
3. That the CITY attorney and/or the CITY clerk, upon request by the Sheriff's Office and/or Ferry County Prosecutor's Office, shall provide COUNTY officials with written assurance that procedures required in the implementation of certain provisions of CITY ordinances or sections of the CITY code have been complied with and performed according to law.

C. IT IS MUTUAL AGREED AS FOLLOWS:

1. That the CITY specifically authorizes the COUNTY, by and through the Ferry 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 Acting Chief of Police of the City of Republic and that the Sheriff or designee shall be reasonably available to the Mayor or Mayor's representative and the Law and Order Committee of the City of Republic 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, and the County is acting hereunder as an independent contractor.
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, demand, judgment or claim, including costs of defense and attorney's fees, which may arise from the providing of law enforcement services to the CITY or obligations pursuant to this agreement. And that the CITY shall indemnify and hold the COUNTY harmless for any case, demand, judgment or claim, including costs of defense and attorney's fees, which may arise from the CITY'S obligations 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 July 1, 2020 and shall terminate the 31st day of December, 2020, provided that this agreement may be extended by written agreement between both parties.
9. If this agreement is extended pursuant to paragraph C8 above, 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 law enforcement services provided to the CITY of Republic. 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 C12.
10. 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.
11. 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.
12. The parties to this Agreement agree that in the event that differences arise between the parties with respect to the interpretation or 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.

13. In the event that the Board of Arbitration established by Paragraph C12 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.

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

CITY OF REPUBLIC

**BOARD OF COUNTY COMMISSIONERS
FERRY, WASHINGTON**



Elbert Koontz, Mayor
City of Republic

Nathan Davis, Chairman

Approved as to form:

Howard Hambleton, Member

Scott DeTro City Attorney,
City of Republic

Johnna Exner, Member

Attest:

Ray Maycumber, Sheriff

Attest:



Nicolas Olsen, City Clerk

Amanda Rowton, Clerk of the Board

LAW ENFORCEMENT SERVICES AGREEMENT

**BETWEEN
CITY OF REPUBLIC, WASHINGTON
AND
FERRY COUNTY, WASHINGTON**

APPENIDIX 1

For police services provided by COUNTY to the CITY for July 1, 2020 through December 31, 2020, the CITY agrees to pay the total sum of \$70,000 to the COUNTY.

The first payment of \$25,000 shall be paid upon approval and signature by both the CITY and COUNTY, the second payment of \$35,000 to be paid before June 30, 2021, and the last payment of \$10,000 to be paid before June 30, 2022.

LAW ENFORCEMENT SERVICES AGREEMENT

**BETWEEN
CITY OF REPUBLIC, WASHINGTON
AND
FERRY COUNTY, WASHINGTON**

THIS AGREEMENT is made and entered into on this _____ day of _____ November____, 2020, by and between the County of Ferry, Washington, hereinafter referred to as "COUNTY," and the City of Republic, Washington, hereinafter referred to as "CITY," each party having been duly organized and now existing under the laws of the State of Washington, and collectively hereinafter referred to as "parties" or individually as "party".

WITNESSETH:

WHEREAS, the parties previously entered into a Law Enforcement Agreement for the performance of law enforcement services by Ferry County Sheriff's Office terminating on December 31, 2020, and the CITY is desirous of continuing to contract with the COUNTY for the performance of certain law enforcement services by the Ferry County Sheriff's Office; and,

WHEREAS, the COUNTY is agreeable to continue delivering law enforcement services through the Ferry County Sheriff's Office on the terms and conditions hereinafter set forth, and the COUNTY possesses the power and legal authority to extend such law enforcement services into the geographical area of the CITY; and

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

NOW THEREFORE, the parties agree as follows:

A. THE COUNTY AGREES:

1. By and through the Ferry County Sheriff, hereinafter "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 patrols and investigations in the schools, and escorts for school parades. Also included are the normal law enforcement duties of traffic enforcement and providing for public safety, support services, records services, special services (such as K-9 patrol, SWAT, bomb disposal, sex offender registration) evidence processing and maintenance, criminal investigations, and all other services or duties normally attendant to the police department of the CITY provided those services are not contained within a separate contract between the CITY and Ferry County.

2. Law enforcement services shall also encompass the duties, and be performed in the same manner as 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 of the COUNTY within the unincorporated territory of the COUNTY and the police of the CITY respectively.
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 of the COUNTY.
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 of the COUNTY. The COUNTY is an Equal Opportunity employer and has nondiscriminatory hiring practices.
6. To meet the forty (40) hour requirement, employ adequate Sheriff's Deputies to patrol the CITY and to pay the salaries and employee benefits as determined by the COUNTY consistent with the COUNTY'S employment salary scale and any collective bargaining agreement.
7. To ensure that a representative from the Sheriff's Office shall attend City Council meetings and report on law enforcement activities in the CITY at an average of 12 council meetings each year for the duration of this agreement to ensure that the City Council and Sheriff's Office maintain an open communication with regard to potential and real law enforcement concerns to the CITY.
8. The Sheriff's designee will prepare news releases concerning major crime investigations conducted by the Sheriff's investigators and will send a copy to the Mayor or the Mayor's designee. Information concerning any issues relating to performance under this agreement shall not be released to the media by either party without first discussing the issues involved with the other party.

B. THE CITY AGREES:

1. That it shall pay the total sum established and outlined in Appendix 1 of this agreement for the term beginning January 1, 2021 and ending December 31st, 2022, unless either party initiates termination procedures as outlined in paragraphs C11 and C12 below, or termination is necessary due to a lack of sufficient legislative appropriation by either party. Payments by the CITY of such sums shall be made pursuant to the payment schedule set out in Appendix 1, with any deviation resolved in the final payment.
2. The parties may appropriate funds and may sell, lease, give, or otherwise supply property, personnel, and services to comply with the obligations contained herein.
3. That the CITY attorney and/or the CITY clerk, upon request by the Sheriff's Office and/or Ferry County Prosecutor's Office, shall provide COUNTY officials with written assurance that procedures required in the implementation of certain provisions of CITY ordinances or sections of the CITY code have been complied with and performed according to law.

C. IT IS MUTUAL AGREED AS FOLLOWS:

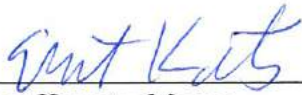
1. That the CITY specifically authorizes the COUNTY, by and through the Sheriff of the COUNTY, to enforce the municipal ordinances as though said Sheriff were the Chief Law Enforcement Officer of the CITY; and, insofar as it may be required by state law, the COUNTY Sheriff shall be designated the Acting Chief of Police of the City of Republic, and that the Sheriff or designee shall be reasonably available to the Mayor or Mayor's representative and the Law and Order Committee of the City of Republic for consultation as necessary regarding CITY law enforcement issues and/or regarding provisions of this agreement.
2. That the delivery of law enforcement services, the standards of performance, the discipline of deputies and employees of the Sheriff's Office 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 related to law enforcement services in the CITY 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, and the COUNTY is acting hereunder as an independent contractor.
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, demand, judgment or claim, including costs of defense and attorney's fees which may arise from the providing of law enforcement services to the CITY or obligations pursuant to this agreement. And that the CITY shall indemnify and hold the COUNTY harmless for any case, demand, judgment or claim, including costs of defense and attorney's fees, which may arise from the CITY'S obligations 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 1st day of January, 2021 and shall terminate the 31st day of December, 2022, provided that this agreement may be extended by written agreement between both parties.
9. The COUNTY may, after the first complete year, and 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 under this agreement. 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. **TERMINATION:** This agreement may be terminated upon written notification of either party. Upon receipt of such notice, the parties agree to commence work on, and complete within one hundred twenty (120) days, a plan for the orderly transition of responsibilities from the COUNTY to the CITY over a minimum

timeframe of six months 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. The minimum time frame to complete and implement a transition plan may be shortened as necessary if this agreement is terminated due to lack of legislative appropriation by either party.

11. EARLY TERMINATION: In the event the COUNTY terminates this agreement prior to the end of the term, the CITY shall pay to the COUNTY a pro-rated balance of the total cost of law enforcement services (\$352,000) to the date of termination based on the total calendar months in which the COUNTY provides law enforcement services.
12. 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.
13. 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 such joint board for resolution, if necessary. The joint board shall be comprised of two members selected by the CITY and two members selected by the COUNTY. The joint board provided in this paragraph shall meet at least quarterly as agreed upon by the joint board members.
14. The parties to this agreement agree that in the event that differences arise between the parties with respect to the interpretation or 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.
15. In the event that the Board of Arbitration established by paragraph C15 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 paragraphs C10 and C11 above, the agreement should be terminated, then in that case the provisions of Paragraphs C10 and C11 shall control.

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

CITY OF REPUBLIC



Elbert Koontz, Mayor
City of Republic

Approved as to form:

Scott Detro Attorney,
City of Republic

Attest:



Nicolas Olsen, City Clerk

**BOARD OF COUNTY COMMISSIONERS
FERRY, WASHINGTON**

Nathan Davis, Chairman

Howard Hambleton, Member

Johnna Exner, Member

Ray Maycumber, Sheriff

Attest:

Amanda Rowton, Clerk of the Board

LAW ENFORCEMENT SERVICES AGREEMENT 2021

**BETWEEN
CITY OF REPUBLIC, WASHINGTON
AND
FERRY COUNTY, WASHINGTON**

APPENDIX 1

For police services provided by Ferry County to the City of Republic for the entirety of 2021 and 2022 the City agrees to pay monetary payments of \$332,000 to the County.

Quarterly payments of \$41,500 each will be paid in 2021 and 2022, with each quarterly payment due on or before March 31, June 30, September 30 and December 31 for the total monetary payment of \$332,000.

Formula used to determine yearly payments:

Previous 4 year average of just Sheriffs budget for Police Services / County population = cost per person

Cost per person x population of just the City = amount for City to pay County