RESOLUTION NO. 2018-10

A RESOLUTION OF THE TOWN OF NACHES, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE LAW ENFORCEMENT AGREEMENT FOR FISCAL YEAR 2019 BETWEEN YAKIMA COUNTY SHERIFF'S OFFICE AND THE TOWN OF NACHES

WHEREAS, the Town of Naches and the Yakima County Sheriff's Office desire to enter into a law enforcement agreement, beginning January 1, 2019 through December 31, 2019, that specifies the responsibilities of each party; and

WHEREAS, the Town of Naches and the Yakima County Sheriff's Office have previously entered into law enforcement agreements to provide law enforcement services within the Town of Naches; and

WHEREAS, the Town Council for the Town of Naches finds it is in the best interest of the residents of the Town to have law enforcement services provided through the Yakima County Sheriff's Office,

Now, therefore;

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON, as follows:

The Town Council of the Town of Naches authorizes the Mayor to sign the law enforcement agreement for fiscal year 2019 between Yakima County Sheriff's Office and the Town of Naches.

PASSED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON, this 5th day of November, 2018.

Paul Williams, Mayor

ATTEST:

Elvira Birrueta, Clerk/Treasurer

APPROVED AS TO FORM:

Michael Shinn, Attorney

LAW ENFORCEMENT AGREEMENT

THIS AGREEMENT is entered into this 1st day of January, 2019, by and between the County of Yakima, Washington, (hereinafter referred to as the County), and the Town of Naches, (hereinafter referred to as the Town).

WHEREAS, The Town wishes to contract with the County for the performance of certain law enforcement services by the Yakima County Sheriff's Office; and,

WHEREAS, the County has the resources and is willing to render such 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 and animal control services primarily for the citizens of the Town.

2. Law enforcement services shall encompass the duties normally within the jurisdiction of and customarily rendered by the Sheriff of the County; some examples are, investigations, emergency response, civil and warrant services.

3. The above referenced services include the enforcement of statutes of the State of Washington, ordinances of Yakima County and the ordinances of the Town of Naches, as are enforced by the Sheriff within the unincorporated territory of the County. In the event that any ordinance of the Town of Naches is invalid, the Town agrees to indemnify Yakima County for any claims or litigation arising from the Town ordinance.

4. Law enforcement services will generally be provided on a shift basis seven (7) days per week, three (3) hours per day. Animal Control Services will be provided as needed.

5. The services referred to in paragraph 4 herein-above will be left to the discretion of the Sheriff and the Mayor.

6. To defend, indemnify, and hold the Town harmless from any and all claims for damages suffered or alleged to be suffered as a result of the Sheriff's actions in or about the Town.

7. To provide monthly reports of activities to the Town to account for services rendered hereunder.

8. To pay salaries and employee benefits as determined by the Sheriff.

9. To pay all fees or cost, attorneys fees, including those for defendant appointments and witness fees.

10. The County Sheriff agrees to routinely assign the same Deputy to the Town, whenever possible. Due to the change to 12 hour shifts, a primary deputy can no longer be assigned to work the Town of Naches exclusively. The Sheriff shall assign the same deputies as often as possible.

11. On duty Deputies will respond as needed to emergency or priority calls for service inside the Town limits.

B. THE TOWN AGREES:

1. To make monthly payments to the County in the amount of seven thousand four hundred eighty two dollars and fifty cents, ($7,482.50), based upon an annual rate of eighty nine thousand seven hundred ninty dollars ($89,790.00).

2. If the Yakima County Sheriff's Office is to enforce a Town ordinance or code, upon request by the Sheriff's Office and/or Prosecutor's Office, the attorney for the Town shall provide the requestor with written assurance that the Town ordinance or code is in compliance with applicable state statutes.

3. If the enforcement of the Town ordinance or code necessitates any type of prosecution or other legal proceedings, said actions shall be pursued by the attorney for the Town and the Town shall pay for all fees or costs, attorney fees, including those appointed for defendants, and witness fees for said actions.

4. The Town agrees to take incident complaints of a non emergency nature from citizens within the Town limits and make them available to the Deputy when he/she comes on duty. The Town will furnish a work space for the Deputy.

C. IT IS MUTUALLY AGREED AS FOLLOWS:

1. That the rendition of law enforcement services, the standards of performance, the discipline of officers and other matters incident to the performance and control of personnel involved in such services, shall be the responsibility of the County alone.

2. That the County, pursuant to RCW 3.62.020, shall receive the fines and forfeitures for violations of state statutes and County ordinances, and the Town, pursuant to RCW 3.62.040, shall receive the fines and forfeitures for violations of municipal ordinances of the Town not already provided for by state statute.

3. That all persons employed for the purpose of performing law enforcement services contemplated within the terms of this agreement are County employees.

4. That the Town 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 performance of any services contemplated in this agreement.

5. That if either party fails to comply with the terms of this agreement, the other party may suspend the agreement pending corrective action or investigation effective no less than ten (10) days following a written notification to the other party or its authorized representatives. The notice shall specify the terms alleged to have been breached. The suspension will remain in effect until corrective action has been taken to the satisfaction of the complaining party.

6. That provisions for termination of this agreement are as follows:

   (a) Termination for Cause: Either party may terminate this agreement in whole or in part by notification to the other party of the termination, the reasons therefore, and the effective date thereof; provided, such effective date shall not be less than thirty (30) days after notification.

   (b) Termination for Convenience: This agreement may also be terminated in whole or in part by mutual agreement of the parties, which agreement shall state the portion to be terminated and the effective date of termination.

7. That the duration of this agreement shall be from the 1st day of January, 2019 until the 31st day of December, 2019 inclusive; ~~provided that this agreement is subject to renewal on a yearly basis thereafter unless otherwise modified by addendum or a new agreement, and it shall automatically terminate on the date stated.~~

8. That the County may, upon the yearly renewal date of this agreement, require a modification of paragraph "B" (1), to reflect an increase in cost to the County.

9. That modification of this agreement may be accomplished only by written agreement between the County and the Town and no oral understandings or agreements shall suffice to alter the terms of this agreement.

10. That it is not anticipated that any real or personal property will be jointly acquired or purchased by the parties solely because of this agreement.

11. That the Yakima County Sheriff and the Mayor shall constitute the 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 Town for resolution if necessary.

12. That in the event of invalidity or unresolvable ambiguity of any provision of this agreement, the remaining provisions shall nevertheless continue to be valid and enforceable.

13. That Yakima County is an equal opportunity employer and has an affirmative action plan.

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

YAKIMA COUNTY SHERIFF

B. Winter

Sheriff Brian Winter

Approved as to form:

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DEPUTY PROSECUTING ATTORNEY

TOWN OF NACHES

[signature]

Mayor

ATTEST this 5th day of November, 2018

BY [signature]

Town of Naches Clerk

BOARD OF YAKIMA COUNTY COMMISSIONERS:

ATTEST this _____ day

of _____, 20_____.

By:_____

Tiera L. Girard,
Clerk of the Board

_____

J. Rand Elliott, Chairman

_____

Ron Anderson, Commissioner

_____

Michael D. Leita, Commissioner

Constituting the Board of County Commissioners for Yakima County, Washington