

LAW ENFORCEMENT SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2000, by and between the County of Chelan, a legal subdivision of the State of Washington, hereinafter referred to as the "County" and the City of _____, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement functions within its boundaries by the County of Chelan through the Sheriff thereof, and,

WHEREAS, the County of Chelan is agreeable to rendering such services on terms and conditions hereinafter set forth, and,

WHEREAS, such contracts are authorized and provided for by the provisions of Chapter 39.34 RCW;

NOW, THEREFORE, it is agreed as follows:

1. The County agrees, by and through its Sheriff, to provide police protection and law enforcement within the corporate limits of the City.
 - a. Such services shall encompass the duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County and the Police Chief of the City under the laws of the State of Washington.
 - b. Such services shall include the enforcement of statutes of the State of Washington and the municipal ordinance of the City, as are enforced by the Sheriff within unincorporated territory of said County and the Police Chief of the City.
 - c. Such services shall include a minimum of five (5) deputies and one (1) supervisor assigned and scheduled to the City's reporting district. The intent of this contract is to provide for approximately one-half (½) of each assigned employee's time to be spent patrolling inside the City limits for a total of approximately 6,240 hours of patrol per year.
2. The rendition of such services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain in the County.
 - a. A representative of the Sheriff's Office shall make a report to the City Council either monthly or quarterly as requested by the City. The report shall include the following as it pertains to operations in the City for the preceding month:
 - i. Incidents;

- ii. Violations;
 - iii. Field interviews;
 - iv. Total number of hours spent by deputies and reserve deputies patrolling within the City limits;
 - v. Total number of hours spent on foot patrol in the City's downtown core;
 - vi. Total number of hours spent on bike patrol within the City limits;
 - vii. Number of hours spent at the proposed "Cop Shop" to be opened in one of the City's commercial districts for the purpose of providing community oriented policing by volunteers and deputies.
- b. In addition to the information included in the monthly report to the City Council, the Sheriff's Department shall provide the following information related to crime within the City on an annual basis for the purpose of measuring the effectiveness for crime control services:
- i. Prevention of crime: Number of reported crimes within the City by type of crime (including categories to represent domestic violence, theft, and physical injuries) per 1,000 residents of the City;
 - ii. Apprehension of offenders: Percentage of reported crimes which are ultimately "cleared," whether by arrest, recovery of stolen property or other "exception."
3. The County shall furnish and supply all necessary personnel, supervision, equipment, communication facilities and vehicles and supplies necessary to maintain the level of service to be rendered hereunder, and shall pay all salaries and employee benefits and other costs in connection therewith.
4. The City shall pay to the County the following amounts for said police protection and law enforcement services. Amounts are to be paid in quarterly installments of an equal amount, each installment payable in advance on or before the fifteenth day of each quarter. Said payment shall be credited in full as revenue to the Sheriffs department in the Chelan County budget.
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|---------|--|-----------|
| a. 2001 | | \$190,000 |
| b. 2002 | | \$210,000 |
| c. 2003 | | \$230,000 |
5. The City shall pay to the County a fee of \$ 56.00 per day for each inmate serving a day in the Chelan County Jail. Each inmate serving one day shall be equal to one "inmate day." For the purpose of calculating the annual cost to the City, the daily fee shall be multiplied by the following average number of inmate days.

- a. 2001\$14,000
 - b. 2002 Average number of inmate days from September 1998 - September 2001
 - c. 2003 Average number of inmate days from September 1999 - September 2002
6. The cost for inmate lodging shall not include extraordinary medical costs. For any extraordinary medical services which may be required, those shall be billed separately. Extraordinary medical costs borne by the municipality shall not exceed \$4,000.00 per occurrence nor \$20,000.00 per year. Extraordinary medical services are defined as any medical service requiring an inpatient hospital stay of more than 24 consecutive hours
7. For the purpose of tracking the inmate population attributable to the City, it shall be incumbent upon the arresting officer in each instance to specify during the booking process that the offense for which the individual is booked occurred within the corporate limits of the City. Where a particular individual is arrested will not necessarily be determinative of where the crime occurred. This information shall be tracked by the Chelan County Regional Jail computer system using code _____ to designate that the crime occurred within the corporate limits of the City.
- a. Where an individual stays less than 24 consecutive hours in the jail, including where an individual is booked and then immediately released by the arresting officer on personal recognizance, that individual shall be counted as an inmate having stayed one full day attributable to the City.
 - b. Regardless of the severity of the offense for which an individual is booked, if information is filed alleging a felony, that inmate's stay shall be attributed to the County retroactive to the date of booking.
 - c. Where an individual is booked on either misdemeanor or gross misdemeanor charges and no formal charges are filed by the prosecuting attorney, that inmate's stay shall be attributed to the County.
 - d. If the offense for which an individual is booked is noted as a felony initially but the prosecuting attorney files a misdemeanor or gross misdemeanor charge, that inmate's stay shall be attributed to the City in which the offense or offenses occurred..
 - e. If an individual is booked on either misdemeanor or gross misdemeanor charges and the charges remain either misdemeanor or gross misdemeanor, then that inmate's stay shall be attributed to the City.
 - f. Where an individual is ordered pursuant to a court order to serve jail time, and if the offense for which he is serving that time is either a misdemeanor or gross misdemeanor committed within the corporate limits of the municipality, the City shall be attributed the lodging of that inmate.
 - g. Where an individual is ordered pursuant to court order as a result of a probation violation hearing to serve jail time, regardless of whether the underlying case originated as an offense

committed within the corporate limits of a municipality, the cost of time served by that individual on a probation violation order shall be attributed to the County.

- h. If an inmate receives a jail sentence from multiple jurisdictions to run concurrently, the total concurrent jail days shall be divided equally between the jurisdictions.
 - i. In all cases not specified within this agreement, the determination of responsibility shall be made by the jail administration.
- 8. The City shall also pay to the County those overtime expenses deputies (excluding reserves) incurred by the County for the following, to-wit:
 - a. Deputies municipal court appearances.
 - b. Planned, advertised special events that require additional Sheriff's Office personnel assigned to the City.
- 9. Upon the City's failure to make payment within 30 days, Chelan County shall be entitled to include interest at 12% per annum on the unpaid balance.
- 10. All persons employed in the performance of such services and functions pursuant to this Agreement for said City shall be County employees and not City employee, as such, shall be taken over by the said County.
- 11. For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof every County officer and employee engaged in performing any such service and function shall be deemed to be an officer or employee of said City while performing service for said City which service is within the scope of this Agreement and is a municipal function.
- 12. The City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment, or by reasons of the performance of any of the services provided for herein. The County indemnifies the City against any loss or expense by reason of injury or sickness compensation or indemnity arising out of employment of any County personnel serving the City hereunder.
- 13. In the event that the County is not able to provide the full capacity of deputies contracted for as a result of accident or injury to the deputy or deputies and for which neither the County nor the deputy or deputies are responsible, the County shall not be liable to the City provided the capacity of deputies contracted for is restored within 90 days. In any event the County must make a full faith effort to comply with the staffing requirements of this contract.
- 14. Unless sooner terminated as provided for herein, this Agreement shall take effect on the 1st day of January, 2001 and shall terminate on the 31st day of December, 2003. NOTWITHSTANDING the provisions of this paragraph hereinbefore set forth, either party may terminate this Agreement upon notice in writing to the other party of not less than one calendar month prior to intended termination, in which case payment will be prorated and

remitted.

15. Either party may renew this Agreement upon the same terms and conditions for another year upon giving notice in writing of its intention to renew on or before September first of each year, except the consideration under this agreement shall be negotiable, the renewal shall be effective unless the other party notifies the first party in writing on or before September fifteenth of its refusal to renew.
16. The County hereby agrees to hold the City harmless and will indemnify the City for any loss or liability resulting from any act or omission or failure to act by the County Sheriff, his deputies or employees acting on behalf of the City.
17. The County hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), all requirements imposed by the applicable HEW regulations (45 CFR Part 84), and all guidelines and interpretations issued pursuant thereto.
18. The County shall provide an emergency communications frequency 155.370 MHz. This frequency is to be used for emergency situations only. The City will not maintain a guard on that frequency. The County will maintain control of this frequency.
19. The parties to this agreement shall begin negotiating a new agreement in June, 2002, to determine costs for services.

IN WITNESS WHEREOF, the City of _____ by Resolution duly appointed by its Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Chelan by Resolution of its Board of County Commissioners has caused these present to be subscribed by said Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, all on the day and year first above written.

CITY OF _____

By: _____
Mayor

ATTEST:

By: _____
Clerk

BOARD OF CHELAN COUNTY COMMISSIONERS

JOHN A. HUNTER, Chairman

ESTHER STEFANIW, Commissioner

JIM C. LYNCH, Commissioner

ATTEST:
Evelyn L. Arnold, Auditor and Clerk of the Board

By: _____
Clerk of the Board – Deputy

APPROVED:

Chelan County Sheriff