

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.
- | | | |
|---------------|--|-----------|
| 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

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

SECOND ADDENDUM

LAW ENFORCEMENT SERVICE AGREEMENT

This Second Addendum is made between the City of Chelan, Washington, a Washington municipal corporation (the "City") and the County of Chelan, a legal subdivision of the State of Washington (the "County"):

RECITALS

- A. The parties entered into that "Law Enforcement Service Agreement" dated December 15, 2003 (the "Service Agreement") regarding the provision of "Law Enforcement Services" by the County and the Chelan County Sheriff (the "Sheriff") for the City;
- B. The Service Agreement was modified by the parties entering into an "Addendum - Law Enforcement Service Agreement", effective May 1, 2006 (the "First Addendum"), which increased the level of Law Enforcement Services; extended the term of the Service Agreement through December 31, 2013; and modified the calculation of the Service Fee;
- C. The parties have further modified the Service Agreement by entering into that "Marine Vessel Use and Storage Agreement", regarding the use by the Sheriff of a Marine Vessel owned by the City;
- D. Due to the increase in watercraft activity on Lake Chelan, the parties desire to increase Marine Patrol Services within the City waters of Lake Chelan during the Boating Season, and further amend the scope and extent of the Law Enforcement Services, as follows:

AGREEMENTS

1. Incorporation of Recitals. The Recitals are incorporated into this Amendment.
2. Increase in Law Enforcement Services. Commencing upon the Effective Date of this Second Addendum, and continuing during the term of the Amended Service Agreement, the portion of the Law Enforcement Services known as "Marine Patrol Services" shall be extended through the assignment of two (2) Marine Patrol Deputies to patrol the City waters of Lake Chelan during the Boating Season. Section 2.5 of the Service Agreement shall therefore be amended to read as follows:

2.5 Such services shall include the following Marine Patrol Services:

2.5.1 the assignment of two (2) deputies to perform Marine Patrols on that portion of Lake Chelan within the city limits from May through September, based on a mutually agreed upon assignment of 40 hours each week for each of the two marine patrol deputies.

2.5.2 additional emphasis patrols on Memorial Day, Fourth of July, Labor Day and all major events occurring on the city waters of Lake Chelan.

3. Changes in Calculating Compensation. To reflect the increase in Law Enforcement Services, the "Base Service Fee" for 2007 shall be increased by Ten Thousand Dollars (\$10,000), which increase shall also be adjusted during the balance of the term of the Amended Service Agreement by the Adjustment Index set out in section 6.2.1.4 of the Amended Service Agreement. Sections 6.2.2 of the Amended Service Agreement, shall therefore be amended to reflect these changes, and Section 6.2 of the Amended Service Agreement is restated, as follows:

6.2 Service Fee.

6.2.1 General Provisions.

6.2.1.1 Payment. The City shall pay to the County an annual Service Fee plus the annual Cost of the Additional Deputy for the Law Enforcement Services and Support Services, in quarterly installments, each installment payable in advance on or before the fifteenth day of each quarter.

6.2.1.2 Cost of Additional Deputy. The Cost of the Additional Deputy for 2006, subject to proration and the application of grants, is \$105,233, the determination of which is illustrated in Exhibit "A", attached.

6.2.1.3 Adjusted and Actual Amounts. For purposes of this Section 6.2, amounts will either be 'Actual' or 'Adjusted'. The Actual Amount is the actual amount for the item in question, as annually calculated by the County in a consistent manner. The Adjusted Amount will be Actual Amount or the Adjusted Amount for the previous year, as adjusted by the

Adjustment Index.

6.2.1.4 Adjustment Index. The term "Adjustment Index" shall mean the "Consumer Price Index - - Pacific Cities and U.S. City Average West - B/C" for "all items indexes" for "Urban Wage Earners and Clerical Workers (CPI-W) (1996=100)" published by the Bureau of Labor Statistics for the United States Department of Labor between September 30 of the second year previous to the year for which the adjustment is being made and September 30 of the year previous to the year for which the adjustment is being made.

If the said index is discontinued, comparable statistics on the purchasing power of the consumer dollar published by the Bureau of Labor Statistics of the United States Department of Labor shall be used for making the computation.

6.2.1.5 Application of Grants. The Parties anticipate the award of grants from various sources from time to time that may be applied toward the County's actual cost of providing the Law Enforcement Services and Support Services. Any such grant that is specifically in conjunction with the provision of Law Enforcement Services and Support Services for the City or the personnel assigned to provide the Law Enforcement Services for the City shall be credited against the payments then due from the City for the Base Service Fee, including without limitation the COPS UHP Grant. All other grants shall be deemed to benefit the County, generally, and shall not be applied toward the payment of the Base Service Fee.

6.2.1.6 Pro-rations. The amounts set out in this Section 6.2 are based upon annual amounts. When, in the application and performance of this Service Agreement, an amount shall be for a period of less than one (1) year, said amount shall be an amount prorated, based upon the number of days affected by the amount, for the year in question.

6.2.2 Base Service Fee for Original Term. The Base Service Fee for the Original Term of the Service Agreement, subject to prorations and the application of grants, is as follows:

Year	Service Fee	Plus	Cost of Additional Deputy
2006	\$643,446	%	Actual Amount (\$105,233)
2007	\$666,315	%	Greater of Actual Amount or Adjusted 2006 Cost
2008	\$679,641	%	Greater of Actual Amount or Adjusted 2007 Cost

6.2.3 Base Service Fee for Extended Term. The Base Service Fee for the Extended Term of the Service Agreement, subject to prorations and the application of grants, is as follows:

Year	Service Fee	plus	Cost of Additional Deputy
2009	Greater of Actual Amount or the Adjusted 2008 Base Service Fee	%	Greater of Actual Amount or Adjusted 2008 Cost
2010	Greater of Actual Amount or the Adjusted 2009 Base Service Fee	%	Greater of Actual Amount or Adjusted 2009 Cost
2011	Greater of Actual Amount or the Adjusted 2010 Base Service Fee	%	Greater of Actual Amount or Adjusted 2010 Cost
2012	Greater of Actual Amount or the Adjusted 2011 Base Service Fee	%	Greater of Actual Amount or Adjusted 2011 Cost
2013	Greater of Actual Amount or the Adjusted 2012 Base Service Fee	%	Greater of Actual Amount or Adjusted 2012 Cost

4. Purchase of Buoys. The City shall pay the County, through the Sheriff, the sum of Two Thousand Dollars (\$2,000) for the Sheriff's purchase of new and replacement buoys for 2007, to be used by the Sheriff in providing the Marine Patrol Services and the Law Enforcement Services.

5. Miscellaneous.

a. Integration. This Second Addendum represents the entire and integrated agreement between the parties relative to the increase in the level of Law Enforcement Services through the assignment of an additional Deputy to provide Marine Patrol Services, and

the resulting changes to the Base Fee and the term of the Service Agreement, and supersedes all prior negotiations, representations or agreements, either written or oral.

b. Statement of Agreement. The agreement between the parties regarding the provision of Law Enforcement Services by the County for the City shall consist of the Service Agreement, the First Addendum, the Marine Vessel Use and Storage Agreement and this Second Addendum. In the event of any inconsistency between the provisions of this any of these agreements, the provisions of the later executed agreement shall control.

c. Effective Date. This Amendment is effective May 1, 2007.

<p>CITY OF CHELAN</p> <p>By: _____ Steven E. Olsen, Mayor Pro Tem</p>	<p>COUNTY OF CHELAN Board of Commissioners</p> <p>_____ Chairman</p>
<p>ATTEST:</p> <p>_____ Linda-Allison Liles, Clerk</p>	<p>_____ Commissioner</p>
	<p>_____ Commissioner</p>
	<p>ATTEST:</p> <p>_____ Janet K. Merz, Clerk of the Board</p>
	<p>APPROVED:</p> <p>_____ Michael Harum, Sheriff</p>

THIRD ADDENDUM TO LAW ENFORCEMENT SERVICE AGREEMENT

THIS THIRD ADDENDUM is made by and between the City of Chelan, a Washington municipal corporation, hereinafter referred to as the "City", and the County of Chelan, a legal subdivision of the State of Washington, hereinafter referred to as the "County", for the purpose of amending that law enforcement agreement entered into by and between the parties on the 15th day of December, 2003, for the provision of law enforcement services for the City of Chelan by the Chelan County Sheriff's Department.

WITNESSETH:

WHEREAS: the parties entered into a "Law Enforcement Service Agreement" dated December 15, 2003, regarding the provision of law enforcement services and modified it on May 1, 2006, in a "First Addendum", which increased the level of law enforcement services, extended the term of the service agreement through December 31, 2013, and modified the calculation of the service fee; and

WHEREAS, the parties further modified the service agreement by entering into a "Marine Vessel, Use and Storage Agreement" regarding the use by the sheriff of a marine vessel owned by the City; and

WHEREAS, the service agreement was modified again by the parties by entering into a "Second Addendum" of the Law Enforcement Service Agreement effective May 1, 2007, for the purpose of increasing law enforcement services and changing the calculation of compensation; and

WHEREAS, it is necessary to execute a Third Addendum to the Law Enforcement Service Agreement in order to insure adequate provision of services as mutually agreed upon by the parties given current circumstances;

NOW, THEREFORE, it is hereby mutually agreed as follows:

AGREEMENTS

1. Incorporation of Recitals. The foregoing recitals are incorporated into this addendum as terms and conditions.
2. Authority. The parties are authorized to contract regarding law enforcement services pursuant to Chapter 39.34 RCW.

3. Compensation. The City of Chelan shall pay the County of Chelan the fee of \$28,500.00 per year for the remaining years of the Law Enforcement Service Agreement, effective January 1, 2010 through December 31, 2013.

4. Service. Chelan County shall provide an Administrative Specialist to perform the duties described in Exhibit "A" attached hereto and incorporated herein as part of this addendum. Said Administrative Specialist shall be an employee of the Chelan County Sheriff's Department stationed at the City of Chelan for the duration of the term of this Law Enforcement Service Agreement.

5. Integration. This addendum represents the entire integrated agreement between the parties relative to the provision of an Administrative Specialist for service in the City of Chelan, and supersedes all prior negotiations, representations or agreements, either written or oral.

6. Statement of Agreement. The agreement between the parties regarding the provision of law enforcement services by the County for the City shall consist of the Service Agreement and the First Addendum, Marine Vessel Use and Storage Agreement, Second Addendum, and this Third Addendum. In the event of any inconsistency between the provisions in this addendum and the Service Agreement or a previous addendum, the provisions of the later executed addendum or agreement shall control.

7. Reopening Agreement. In the event that economic conditions lends itself in a positive way for the Chelan County Sheriff's Department, then the parties agree to reopen this agreement to discuss funding matters.

8. Effective Date. This addendum is effective January 1, 2010.

CITY OF CHELAN

By: _____
Mayor

ATTEST: _____
Clerk
Date: _____

CHELAN COUNTY BOARD OF COMMISSIONERS

Chairman

Commissioner

Commissioner

ATTEST:

APPROVED:

By: _____
Clerk of the Board
Date _____

Chelan County Sheriff