

LAW ENFORCEMENT ASSISTANCE AGREEMENT^{By}

COMMUNICATIONS/2013

THIS AGREEMENT is entered into by and between the Yakima County Sheriff (hereinafter referred to as the Sheriff) and the City of Wapato (hereinafter referred to as the City), to become effective on January 1, 2013.

IN CONSIDERATION of the mutual promise contained herein, the parties hereto do mutually agree as follows:

1. PURPOSE:

It is the purpose and intent of this agreement that the Sheriff, by and through his communications center, shall provide telephone, radio communication, and access service for the City during hours in which the City has no law enforcement radio personnel on duty.

2. AUTHORITY:

This agreement is entered into pursuant to the authority granted in RCW 39.34.080, the Interlocal Cooperation Act.

3. DUTIES OF THE SHERIFF:

It shall be the duty of the Sheriff to provide and make available phone and radio communication personnel and equipment sufficient to enable it to answer and relay all phone and radio communications for the city twenty-four hours a day.

4. DUTIES OF THE CITY:

It shall be the duty of the City to provide an open phone line capable of switching incoming calls to the City to the phone system of the Sheriff during hours when the City has no dispatchers on duty. The City shall also have radio equipment capable of receiving radio communication from and sending radio communication to the Communication center of the Sheriff. The City shall provide all codes and necessary data, in writing, to meet standards for entry into WACIC/NCIC.

It is understood that the City plans to train and have in place an employee in their Police Department office that is trained to conduct part-time dispatch services on weekdays during normal business hours. It shall then be the duty of the City to provide to the Sheriff's Office a copy of each month's work schedule

by the 5th day of the following month showing the actual number of hours their employee worked dispatch duties in place of county dispatchers.

5. PAYMENT:

For the services provided by the Sheriff, the City shall pay the Yakima County Sheriff's Office a maximum quarterly fee of fourteen thousand three hundred five dollars and eighty five cents, (\$14,305.85), for a maximum annual cost of fifty seven thousand two hundred twenty three dollars and thirty nine cents (\$57,223.39). Subtracted from quarterly billings will be \$6.53 for each hour worked by the City's part-time dispatch employee according to the schedules the City has provided to the Sheriff.

The Sheriff shall bill the City on a quarterly basis with statements being sent to the City by the 10th of the month succeeding each quarter. Such statements will be payable by the end of the month in which they are received.

6. TERM:

The term of this agreement is January 1, 2013 through December 31, 2013.

7. MODIFICATION:

This contract may be modified only by written agreement of the parties.

8. TERMINATION:

This contract may be terminated only upon thirty days written notice by either party to the other, and then only because of a breach of the agreement or because the recited purpose of the contract becomes inapplicable.

9. PARTIES:

Both parties hereto shall carry out their responsibilities hereunder as independent agencies and neither, by virtue of this contract, shall be regarded as an agent of the other.

10. DISCLAIMER OF LIABILITY AND HOLD HARMLESS:

The City agrees to save and hold harmless the County from all claims and actions for liability arising from unlawful arrest, unlawful imprisonment, or any other claim resulting from the City's warrants being entered into WACIC/NCIC.

Yakima County disclaims responsibility for malfunctions of the WACIC network and failure to enter or remove warrants, except for claims resulting directly from the negligence of Yakima County or its employees.

11. RADIO FREQUENCY RESOURCES:

Should the County Sheriff, at a later time, need the radio frequency resources currently available to the City of Wapato to provide communication services for the City, the City agrees to make available to the County it's available radio frequency. The frequency will remain the property of the City of Wapato and be on loan to the County as long as this agreement is in effect, provided that if the City elects to recall the use of it's radio frequency the county will have 12 months to make alternate arrangements.

12. SHERIFF'S COMMUNICATION USER'S GROUP:

The cost of providing communication services to the City shall be reviewed annually prior to the City adopting it's final budget this review process will involve the Yakima County Sheriff, and other users of the communication services known as the Sheriff's Communication User's Group. This group will be a part of the process utilized to determine needed improvements, expansion of services and the future cost of providing those services to the various users.

YAKIMA COUNTY SHERIFF



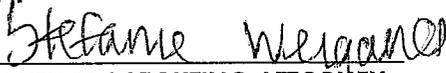
Sheriff Ken Irwin

CITY OF WAPATO



Mayor

Approved as to form:



DEPUTY PROSECUTING ATTORNEY

ATTEST this _____ day of _____, 20____

BY _____
City of Wapato Clerk



BOARD OF YAKIMA COUNTY COMMISSIONERS:

ATTEST this 19th day of Feb., 2013.

By: 

Tiera L. Girard,
Clerk of the Board



Michael D. Leita, Chairman



Kevin J. Bouchey, Commissioner



J. Rand Elliott, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

BOCC106-2013
February 19, 2013

RESOLUTION NO. 2012-25

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WAPATO, WASHINGTON APPROVING
2013 COMMUNICATIONS SERVICES AGREEMENT
WITH YAKIMA COUNTY.

WHEREAS, the city of Wapato has need for usage of the Yakima County's Communication for law enforcement and emergency dispatch purposes; and

WHEREAS, the agreement with the city will be fulfilled in accordance to the signed inter-local agreement between the City of Wapato and Yakima County for the necessary services; and

WHEREAS, the City Council of the City of Wapato believes it is in the best interest of the citizens of the City of Wapato to contract with Yakima County to provide its citizens with law enforcement and emergency dispatch services;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF WAPATO, WASHINGTON, AS FOLLOWS:

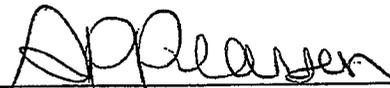
1. The City Council authorizes the interlocal agreement between Yakima County and the City of Wapato to be signed by the Mayor.
2. That this resolution shall be in full force and effect upon passage and signature.

ADOPTED BY THE CITY COUNCIL this 17th day of December, 2012.



Jesse Farias, Mayor

ATTEST:



Susan P Pearson, Clerk-Treasurer

APPROVED AS TO FORM:



Sara Watkins
City Attorney

1st Touch Date: 11-05-12

2nd Touch Date: 12-17-12