

# **LAW ENFORCEMENT ASSISTANCE AGREEMENT**

## **COMMUNICATIONS/2018**

**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, 2018.**

**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 5<sup>th</sup> 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 six hundred fifty dollars and eighty five cents, (\$14,650.85), for a maximum annual cost of fifty eight thousand six hundred and three dollars and forty two cents (\$58,603.42). 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 10<sup>th</sup> 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, 2018 through December 31, 2018.

**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 its 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 its 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 its 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**

B. Winter  
Sheriff Brian Winter

**CITY OF WAPATO**

Jonny Huzman  
Mayor

Approved as to form:

\_\_\_\_\_  
DEPUTY PROSECUTING ATTORNEY

ATTEST this 20th day of  
November, 2017

BY AP Pearson  
City of Wapato Clerk

**BOARD OF YAKIMA COUNTY COMMISSIONERS:**

ATTEST this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
J. Rand Elliott, Chairman

By: \_\_\_\_\_

\_\_\_\_\_  
Ron Anderson, Commissioner

Tiera L. Girard,  
Clerk of the Board

\_\_\_\_\_  
Michael D. Leita, Commissioner  
Constituting the Board of County Commissioners  
for Yakima County, Washington

# YAKIMA COUNTY SHERIFF'S OFFICE

BRIAN WINTER, Sheriff

P.O. BOX 1388, YAKIMA, WASHINGTON 98907

TELEPHONE (509) 574-2500  
Toll Free 1-800-572-0490



DATE: October 16, 2017  
TO: Chief Dave Simmons  
FROM: Sheriff Brian Winter  
SUBJECT: 2018 Communications Services



Enclosed are three copies of your 2018 Law Enforcement Assistance Agreement Communications contract with the Yakima County Sheriff's Office. The contract reflects a three percent (3%) increase for services for 2018.

We value our partnership with the City of Wapato and take pride in the quality of law enforcement communication services we provide.

Please sign and return all three originals. After the contract completes the signature process, an original contract will be returned to you.

If you would like to discuss any aspect of this contract please contact me at 728-4553

Sincerely yours,

A handwritten signature in blue ink that reads "B. Winter".

Brian Winter  
Sheriff

BW/mb

**RESOLUTION NO. 2017-65**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON APPROVING 2018 LAW ENFORCEMENT ASSISTANCE AGREEMENT: COMMUNICATIONS BETWEEN THE CITY OF WAPATO AND THE YAKIMA COUNTY SHERIFF'S OFFICE.**

**WHEREAS**, the City of Wapato needs dispatch services which are operational 24 hours a day, 7 days a week, but it does not have the funds or resources to provide such dispatch services to its residents; and,

**WHEREAS**, Yakima County Sheriff's Office has the resources to provide dispatch services to the City of Wapato under the terms and conditions of the Agreement attached hereto as Exhibit "1"; and,


**WHEREAS**, the agreement between the City of Wapato and the Yakima County Sheriff will be fulfilled in accordance to the signed agreement; and,

**WHEREAS**, the City Council of the City of Wapato finds it is in the best interests of the residents of the City of Wapato to enter into this contract for dispatch services with the Yakima County Sheriff's Office;

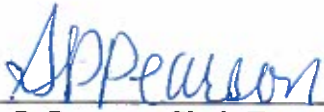
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF WAPATO, WASHINGTON, AS FOLLOWS:**

1. The City Council authorizes the Mayor of the City of Wapato to sign the Law Enforcement Assistance Agreement between the City of Wapato and the Yakima County Sheriff. A copy of the Agreement is attached hereto as Exhibit "1."

**ADOPTED BY THE CITY COUNCIL** this 20th day of November, 2017.

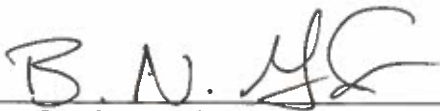
  
\_\_\_\_\_  
Tony Guzman, Mayor

ATTEST:



Susan P. Pearson, Clerk-Treasurer

APPROVED TO FORM:



Brett Goodman, City Attorney

1<sup>st</sup> Touch Date: 11/5/17

2<sup>nd</sup> Touch Date: 11/20/17