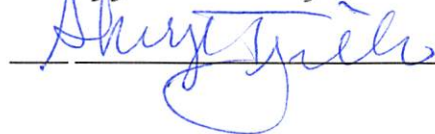


Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 02/28/2022	PREPARED BY: Sheryl Trujillo, Admin Captain
Meeting Date Requested 03/08/2022	PRESENTED BY: Sheryl Trujillo, Admin Captain
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda Brought Before the Board Time needed:	
SUBJECT / ISSUE Agreement between Franklin County and the City of Kahlotus for Law Enforcement	
FISCAL IMPACT: 2022 \$4,000.00 payment 2023 \$4,100.00 Payment	
BACKGROUND: The Sheriff's Office has an agreement to provide law enforcement services to the City of Kahlotus, the current contract expired December 31, 2021 and a new one needs to be put into place	
RECOMMENDATION: Sign the Agreement	
COORDINATION: Franklin County Prosecutor's office: Jennifer Johnson Sheriff's Office: Sheriff Raymond/Captain Trujillo City of Mesa	
ATTACHMENTS: (Documents you are submitting to the Board)\ ASR 3 Original Contracts Resolution	
HANDLING / ROUTING: (Once document is fully executed, it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) PDF: Franklin County Sheriff	

I certify the above information is accurate and complete.



_____, Name, Title

FRANKLIN COUNTY RESOLUTION _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITY OF
KAHLOTUS**

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and ensure the care of county property and management of county funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County.

NOW, THEREFORE, BE IT RESOLVED that the attached AGREEMENT between Franklin County and THE CITY OF KAHLOTUS effective January 1, 2022 through December 31, 2023, is hereby approved by the Board.

APPROVED this _____ day of _____, 2022.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chair

Chair Pro Tem

Attest:

Clerk to the Board

Member

**INTERLOCAL AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITY OF
KAHLOTUS RELATING TO LAW ENFORCEMENT SERVICES**

(FOR THE YEARS 2022-2023)

THIS AGREEMENT, entered in and effective the ____ day of _____ 2022 by the COUNTY OF FRANKLIN, a legal subdivision of the State of Washington, hereinafter referred as the "County" and the CITY OF KAHLOTUS, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

RECITALS

The CITY is entirely within the COUNTY; and

The CITY possesses the power, legal authority and responsibility to provide law enforcement services to the citizens within its boundaries; and

The COUNTY, through the Franklin County SHERIFF'S office ("SHERIFF") provides law enforcement services to the citizens of Franklin County; and

The COUNTY has the power and legal authority to extend those law enforcement services into the CITY; and

Chapter 39.34 RCW authorizes two or more public entities to contract to perform functions which each may individually perform; and

The CITY desires to enter into an agreement with the COUNTY whereby the COUNTY through the SHERIFF, will provide quality law enforcement services to the CITY and its citizens; and

The COUNTY agrees to render such law enforcement services through the SHERIFF'S Office subject to the terms hereof;

AGREEMENT

NOW THEREFORE. In consideration of the covenants, conditions, performances, and promises contained in this Agreement, the parties agree as

follows:

1.0 BASE LEVEL SERVICES

The COUNTY shall provide within CITY limits the following law enforcement services, for each month that this Agreement remains in effect, rendering such services at the same level, degree and type as is customarily provided by the COUNTY unless otherwise set forth in this Agreement. COUNTY will provide the following specific services which are customary to the CITY: routine patrols of the CITY, including foot, vehicular patrols, community policing services such as well fair checks on citizens, checking security of businesses, and personal contacts as are customary in a small CITY. COUNTY will not provide routine animal control, planning, zoning laws and civil ordinance enforcement.

1.1 PATROL SERVICES. Police Patrol Services shall constitute the first response for the enforcement of state law and selected CITY criminal and traffic ordinances. Patrol services shall include reactive patrol to respond to calls for service from residences and businesses' proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable city ordinances and state traffic codes. The deputies assigned to the area in accordance with this Agreement will provide patrol services to the CITY during their scheduled work shifts..

1.2 INVESTIGATIVE SERVICES. Investigative Services shall consist of criminal investigations by patrol deputies and/or detectives investigating all detected and reported crimes which are customarily provided by the county in the surrounding portions of Franklin County..

1.3 SPECIAL SERVICES. Special services provided under this Agreement may include but are not limited to Search & Rescue, hostage negotiations, Special Weapons and Tactics Emergency Services Unit (SWAT ESU), sex offender registration, and the monthly tracking and reporting of hours worked in the City.

2.0 ORGANIZATION

2.1 ASSIGNED PERSONNEL Personal will be dedicated to the law enforcement needs of the City as a part of the routine patrols of Franklin County and will respond to calls in the City in a timely manner as needed and at the discretion of the patrolling deputy.

3.0 REPORTING

3.1 SIGNIFICANT OCCURRENCE, The Mayor or designee will be promptly notified in the event of a significant criminal occurrence or other major event within the CITY.

3.2 MEDIA RELEASES. Sheriff's Office will conduct and do all press releases pertaining to major crimes. The CITY shall not issue any media released regarding criminal investigations conducted pursuant to this Agreement without prior approval of the SHERIFF or his designee.

4.0 PERSONNEL AND EQUIPMENT

4.1 The rendition of services, the standards of performances, the discipline of officers and other matters incident of the performance of such services and the control of personnel so employed shall remain with the County.

4.2 The City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment or performance of any of the services provided for herein. The County indemnifies the City against any loss of expense by reason of injury or sickness, compensation of indemnity arising out of employment of any County personnel serving the City hereunder.

5.0 Term

5.1 The term of this agreement between the City of Kahlotus (City) and Franklin County Sheriff (Sheriff) shall be for a period of two (2) years expiring December 31, 2023.

6.0 Terminating agreement

6.1 This agreement may be terminated by either party (City) or (Sherriff) giving 60 days written notice to the other party (Sherriff) or (City).

7.0 Compensation

7.1 CONTRACT AMOUNT The City of Kahlotus (City) agrees to pay to Franklin County (Sheriff) the sum of Four Thousand Dollars (4000.00) total for the year 2022.

7.2 CONTRACT AMOUT 2ND YEAR The City of Kahlotus (CItY) agrees to pay to Franklin County (Sheriff) the sum of Four Thousand and One Hundred Dollars (4100.00) total for the year 2023.

7.3 BILLING The City will be billed in equal amounts in 1st half of year and 2nd half of year for services rendered. The payments are due within 30 days after invoicing by the County. Payment shall be made to:

Franklin County Sheriff's Office

1016 N. 4th Ave

Pasco, WA 99301

8.0 Miscellaneous

8.1 PURSUANT to RCW 39.34.030(3)(b) this agreement does not create a separate legal or administrative entity other than specifically provided in this agreement.

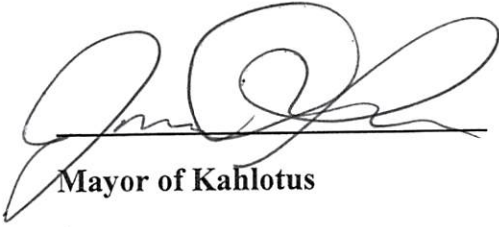
8.2 This agreement does not contemplate the joint acquisition, holding, and/or disposal of real or personal property other than as specifically provided for herein the agreement.

8.3 CITY AND COUNTY each party herein shall maintain its own budget to facilitate its participation in this agreement.

8.4 CITY and COUNTY each party herein agrees the Franklin County Sheriff at 1016 N. 4th Avenue D-201 Pasco, Washington, shall be the Administrator for this agreement.

IN WITNESS WHEREOF, the City of Kahlottus by resolution duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested to by its Clerk, and the County of Franklin by resolution duly adopted by its Board of County Commissioners, and the seal of said Board affixed thereto and attested by the Clerk of the Board, all on the day and year first above written.

City of Kahlotus, Washington



Mayor of Kahlotus

Attest:



Clerk

Board of Commissioners, Franklin County

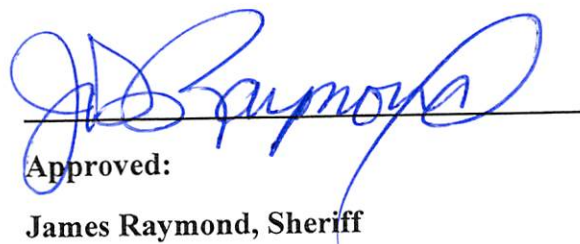
Chairman

Member

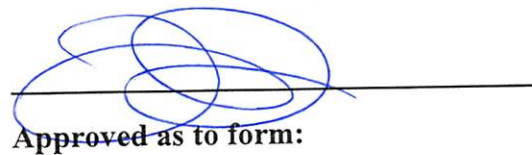
Member

Attest:

Clerk of the Board



Approved:
James Raymond, Sheriff



Approved as to form:

Jennifer Johnson, Civil Deputy Prosecutor