

# AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board  
Yakima County Commissioners' Office, Room 232**

Prepared by:  
Brad Coughenour

Department: Sheriff's Office

Requested Agenda Date: \_\_\_\_\_

Presenting: Sheriff Udell/Chief Ross

Document Title:

<small>BOCC Agreement Board of County Commissioners Record Assigned</small>
# <b>030-2022</b>
Yakima County, WA

<b>APPROVED FOR AGENDA:</b>	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular
<small>Board of County Commissioners Determined</small>	

Services Assistant Agreement; Law Enforcement Communications 2022

Action Requested: *Check Applicable Box*

<input type="checkbox"/> PASS RESOLUTION	<input checked="" type="checkbox"/> EXECUTE or AMEND <b>AGREEMENT</b> CONTRACT or GRANT	
<input type="checkbox"/> ISSUE PROCLAMATION	<input type="checkbox"/> PASS ORDINANCE	<input type="checkbox"/> OTHER _____

Describe Fiscal Impact:  

City of Mabton's agreement will provide \$22,983.67 of revenue for dispatch.

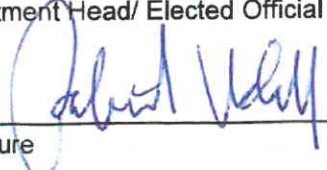
Background Information:  

The Sheriff's Office provides law enforcement radio dispatch to the City of Mabton.

Summary & Recommendation:  

The Sheriff's Office recommends the BOCC execute the contract.

Motion:

Department Head/ Elected Official  
  
\_\_\_\_\_  
Signature

**AGREEMENT** Attached Is Approved as to Form  
Corporate Counsel Initial btw

Late Agenda Requests Require BOCC Chairman Signature:  
\_\_\_\_\_

030-2022

Yakima County, WA

## SERVICES ASSISTANCE AGREEMENT

### LAW ENFORCEMENT COMMUNICATIONS/2022

THIS AGREEMENT is entered into by and between the Yakima County Sheriff (hereinafter referred to as the Sheriff) and the City of Mabton (hereinafter referred to as the City), to become effective on the 1<sup>st</sup> day of January 2022.

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 as needed up to 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. The City shall validate their WACIC/NCIC entries in accordance with the WACIC guidelines. A signed notice shall be sent to the Sheriff showing the validation was completed.

## 5. PAYMENT

For the services provided by the Sheriff, the City shall pay the Yakima County Sheriff's Office a quarterly fee of five thousand seven hundred forty-five dollars and ninety-two cents, (\$5,745.92), for an annual cost of twenty-two thousand nine hundred-eighty-three dollars and sixty-seven cents, (\$22,983.67).

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, 2022, through December 31, 2022.

## 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.

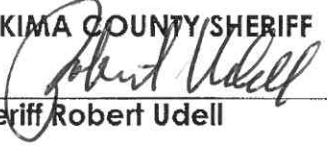
The City agrees to save and hold harmless the County from all claims and actions for liability arising from unlawful arrest, unlawful imprisonment, or any other claim resulting from the City's warrants being entered into WACIC/NCIC.

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. 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**

  
Sheriff Robert Udell

**CITY OF MABTON**

  
Mayor

Approved as to form:

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

ATTEST this 25<sup>th</sup> day of

January, 2022

BY   
City of Mabton Clerk

**BOARD OF YAKIMA COUNTY COMMISSIONERS:**

ATTEST this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Ron Anderson, Chairman

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

Julie Lawrence,  
Clerk of the Board

\_\_\_\_\_  
Amanda McKinney, Commissioner

\_\_\_\_\_  
Ladon Linde, Commissioner

*Constituting the Board of County Commissioners  
for Yakima County, Washington*

**Agreement Number: City of Mabton: Service Assistant Agreement 2022**

**FEB 08 2022**

**DONE** this \_\_\_\_\_ day of February \_\_\_\_\_, 2022.

**CONTRACTOR**

**BOARD OF YAKIMA  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
Amanda McKinney, Chair

Signature: \_\_\_\_\_

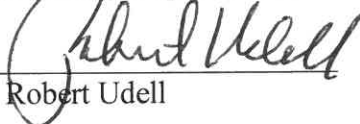
\_\_\_\_\_  
LaDon Linde, Commissioner

Title \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Ron Anderson, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*

**Yakima County Department/Office**

By:   
Robert Udell

\_\_\_\_\_  
Department Head/Elected Official Signature

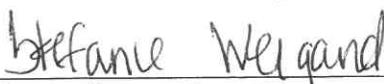
Title: Sheriff

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Julie Lawrence, *Clerk of the Board*  
Linda Kay O'Hara, *Deputy Clerk of the Board*

**Approved as to form:**

  
\_\_\_\_\_  
*Deputy Prosecuting Attorney*

Date: Feb. 2, 2022

BOCC SIGNATURE PAGE: Agreement/Contract

BOCC Agreement

**030-2022**

Yakima County, WA