

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/Chief Ross

Document Title:

Services Assistant Agreement; Law Enforcement Communications 2022

Board of County Commissioners Record Assigned
BOCC Agreement

074 - 2022

Yakima County, WA
APPROVED FOR AGENDA:
 Consent Regular
Board of County Commissioners Determined

Action Requested: *Check Applicable Box*

PASS RESOLUTION EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT
 ISSUE PROCLAMATION PASS ORDINANCE OTHER _____

Describe Fiscal Impact:

City of Selah's agreement will provide \$105,794.20 annual revenue for dispatch.

Background Information:

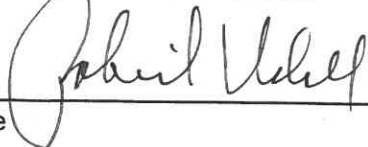
The Sheriff's Office provides law enforcement radio dispatch to the City of Selah.

Summary & Recommendation:

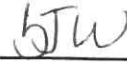
The Sheriff's Office recommends the BOCC execute the contract.

Motion:

Department Head/ Elected Official


Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial



Late Agenda Requests Require BOCC Chairman Signature:

074 - 2022

SERVICES ASSISTANCE AGREEMENT Yakima County, WA

LAW ENFORCEMENT COMMUNICATIONS/2020-2022

THIS AGREEMENT is entered into by and between the Yakima County Sheriff (hereinafter referred to as the Sheriff) and the City of Selah (hereinafter referred to as the City), to become effective on January 1, 2020.

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.

The Sheriff will follow the City's alarm response policy and only confirm misdemeanor warrants with the City's contract jail.

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.

5. PAYMENT:

For the services provided by the Sheriff, January 1, 2020, through December 31, 2020, the City shall pay the Yakima County Sheriff's Office a quarterly fee of seventeen thousand two hundred seven dollars and eleven cents (\$17,207.11), for an annual cost of sixty-eight thousand eight hundred twenty-eight dollars and forty five cents, (\$68,828.45).

For the services provided by the Sheriff, January 1, 2021, through December 31, 2021, the City shall pay the Yakima County Sheriff's Office a quarterly fee of nineteen thousand seven hundred eighty-eight dollars and eighteen cents (\$19,788.18), for an annual cost of seventy-nine thousand one hundred fifty-two dollars and seventy-two cents, (\$79,152.72).

For the services provided by the Sheriff, January 1, 2022, through December 31, 2022, the City shall pay the Yakima County Sheriff's Office a quarterly fee of twenty-six thousand four hundred forty-eight dollars and 55 cents (\$26,448.55), for an annual cost of one hundred five thousand seven hundred ninety-four dollars and twenty cents, (\$105,794.20).

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, 2020, 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 ninety 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 Selah 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 Selah 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

Robert Udell
Sheriff Robert Udell

CITY OF SELAH

Sherry Raymond
Mayor

Approved as to form:

Stefanie Weigand
DEPUTY PROSECUTING ATTORNEY

ATTEST this 25 day of

FEBRUARY, 2022

BY [Signature]
City of Selah Clerk

BOARD OF YAKIMA COUNTY COMMISSIONERS:

ATTEST this 8th day
of March, 2022.

Ron Anderson, Chairman

By: _____

Amanda McKinney, Commissioner

Julie Lawrence,
Clerk of the Board

LaDon Linde, Commissioner
Constituting the Board of County Commissioners
for Yakima County, Washington

Agreement Number: City of Selah: Service Assistant Agreement Law Enforcement 2022

DONE this 8th day of March, 2022.

CONTRACTOR

**BOARD OF YAKIMA
COUNTY COMMISSIONERS**

By: _____
Printed Name

Amanda McKinney, Chair

Signature: _____

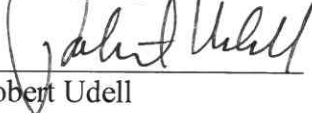
LaDon Linde, Commissioner

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

BOCC Agreement

Date: 3/1/22

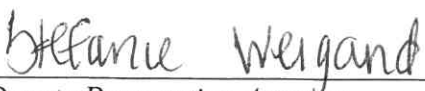
074 - 2022

ATTEST:

Yakima County, WA

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

Approved as to form:


Deputy Prosecuting Attorney

Date: March 3, 2022

BOCC SIGNATURE PAGE: Agreement/Contract