

AGENDA REQUEST FORM

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

Prepared by:
Stephanie Schilperoort

Department: YCSO

Requested Agenda Date: 03/10/2020

Presenting: Sheriff Robert Udell

Document Title:

Board of County Commissioners Record Assigned
BOCC Agreement

068-2020
Yakima County, WA

APPROVED FOR AGENDA:
 Consent Regular
Board of County Commissioners Determined

Agreement with YCSO and the City of Mabton for 2020 Law Enforcement Assistance & Communications.

Action Requested: *Check Applicable Box*

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

Describe Fiscal Impact:

For the services provided by the Sheriff, the City of Mabton shall pay the Yakima County Sheriff's Office a quarterly fee of five thousand five hundred twenty-four dollars and ninety-two cents, (\$5,524.92), for an annual cost of twenty-two thousand ninety-nine dollars and ~~sixty-eight cents (\$22,099.68)~~

Background Information:

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.

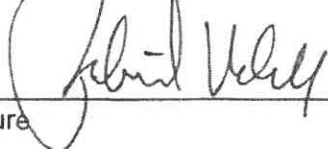
Summary & Recommendation:

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.

Motion:

To approve and sign 2020 Law Enforcement Assistance Agreement Communications Contract

Department Head/ Elected Official



Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial _____

Late Agenda Requests Require BOCC Chairman Signature:

LAW ENFORCEMENT ASSISTANCE AGREEMENT

Communications/2020

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 1st day of January 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 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 to 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 five hundred twenty-four dollars and ninety-two cents, (\$5,524.92), for an annual cost of twenty-two thousand ninety-nine dollars and sixty-eight cents, (\$22,099.68).

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, 2020.

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.

YAKIMA COUNTY SHERIFF

Robert Udell
Sheriff Robert Udell

CITY OF MABTON

[Signature]
Mayor

Approved as to form:

Befanie Weigand
DEPUTY PROSECUTING ATTORNEY

ATTEST this 23 day of

December, 2019

BY [Signature]
City of Mabton Clerk

BOARD OF YAKIMA COUNTY COMMISSIONERS:

ATTEST this _____ day
of _____, 20____.

By: _____

Melissa Paul,
Clerk of the Board

Norm Childress, Chairman

Ron Anderson, Commissioner

Vicki Baker, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

BOCC Agreement

068 - 2020

Yakima County, WA