

**INTERLOCAL AGREEMENT BETWEEN
SKAGIT COUNTY AND THE TOWN OF LA CONNER
RELATING TO LAW ENFORCEMENT SERVICES
(FOR THE YEARS 2017, 2018 & 2019)**

THIS AGREEMENT, entered into the 1 day of January, 2017 by the County of Skagit, a political subdivision of the state of Washington, (hereinafter referred to as the "COUNTY") and the Town of La Conner, a fourth class municipal corporation of the state of Washington, (hereinafter referred to as the "TOWN");

WITNESS THAT:

WHEREAS, TOWN is entirely within COUNTY; and

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

WHEREAS, COUNTY, through the Skagit County SHERIFF'S Office (hereinafter referred to as the "SHERIFF") provides law enforcement services to the citizens of Skagit County; and

WHEREAS, COUNTY has the power and legal authority to extend those law enforcement services into the TOWN; and

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

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

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

WHEREAS, COUNTY and TOWN have considered the anticipated costs of services and the anticipated and potential revenues to fund the services, including fines and fees, criminal justice funding, and state-authorized sales tax funding levied for criminal justice purposes pursuant to RCW 39.34.180;

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1.0 BASE LEVEL SERVICES.

COUNTY will provide within TOWN limits the following law enforcement services, rendering such services at the same level, degree and type as is customarily provided by the COUNTY in the surrounding unincorporated Skagit County (hereinafter referred to as the ZONE) unless otherwise set forth herein. County will not provide routine animal control and civil ordinance enforcement. During the "In Town" hours, as defined in Exhibit A, an area which will allow a response time of 10 minutes from the time dispatched.

1.1 PATROL AND COMMUNITY POLICING SERVICES. Police Patrol Services shall constitute the first response for the enforcement of state law. Patrol services shall include, but not be limited to: (a) reactive patrol to respond to calls for service for residences, public places and businesses; (b) proactive patrol to prevent and deter criminal activity; and (c) traffic patrol to enforce applicable state traffic codes.

1.2 INVESTIGATIVE SERVICES. Investigative Services shall consist of criminal investigations by detectives investigating all detected and reported crimes including crimes such as burglary or auto theft, homicide, drug offenses, special assaults and fraud (including bad check writing) and reports such as missing persons, vice, child abuse, and major accidents.

1.3 SPECIAL SERVICES. Special services include but are not limited to: Search & Rescue, K-9 patrol, hostage negotiations, High Risk Team (HRT), sex offender registration and marine patrol.

1.4 SUPPORT SERVICES. Support services include planning & research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, records, internal investigations, contract administration, and Detachment support.

1.5 RECORDS. Records data entry into the Spillman system and operation of the Spillman system will be performed by COUNTY.

1.6 CRIMINAL JUSTICE SUPPLEMENTAL SERVICES. COUNTY will provide for all costs and services related to the prosecution, defense and punishment of those accused of crimes and traffic infractions within TOWN, including but not limited to jail fees, prosecution and court costs, jury and witness fees, interpreter fees and assigned counsel, provided, that TOWN will be responsible for these costs as they relate to enforcement of any TOWN ordinances.

1.7 EVIDENCE. Evidence and Property collected as a result of investigations occurring within the TOWN will be processed in the same manner used for SHERIFF'S Office investigations occurring in the unincorporated portions of COUNTY.

2.0 SUPPLEMENTAL SERVICES

COUNTY will provide, at an additional cost, patrol deputies on a part time basis as requested by the TOWN; provided, TOWN shall provide advance notice of such requirements for additional

deputies not later than thirty (30) days, if possible, prior to the event. Exhibit B, which is attached hereto and incorporated herein by reference, tabulates the current hourly wage and benefits cost for a top step deputy and the current charge for a COUNTY vehicle. This section does not apply to those community events and activities in place at the time of this Agreement, including but not limited to the Smelt Derby, the Tulip Festival, La Conner Classic Yacht and Car Show, Halloween Parade, the Fourth of July and the Pioneer Picnic.

3.0 ORGANIZATION

COUNTY will provide the services identified in Sections 1 and 2 through the following organization:

3.1 SUPERVISING SERGEANT/LIAISON. Supervision of the Sheriff Deputies assigned to duty in TOWN will be through a specifically identified Skagit County SHERIFF'S Office Sergeant. The Sergeant will coordinate service delivery, attend Council and other public meetings, prepare budget requests through coordination with the SHERIFF'S Office budget staff, schedule employees, maintain integrity of records and evidence, and generally manage law enforcement activities on behalf of TOWN. The Sergeant will also act as the Sheriff Office's liaison to TOWN and as such will handle the day-to-day operational concerns identified by TOWN's Mayor, Town Administrator and residents. In addition, the Sergeant will be available to TOWN during mutually agreed upon days and hours, for activities such as meetings of the council, appropriate community meetings and town staff meetings. As needed, the Sergeant will be available to coordination with TOWN's department heads, including fire, wastewater, planning and public works. TOWN will provide office space as needed for the deputies assigned under the Agreement.

3.2 ASSIGNED PERSONNEL. Personnel will be dedicated to the law enforcement needs of the ZONE, including the TOWN. Specifically, the staffing level identified in Exhibit A will be filled by SCSO deputies on an assigned or rotational basis.

3.3 SHARED OFFICE SPACE. Since both COUNTY and TOWN will benefit from the use of the La Conner Police Department space by the SHERIFF'S deputies assigned to patrol Zone 1, TOWN will provide Police Department floor space at Town Hall, and cover all utility costs including, heat, electricity, phone, sewer and water. TOWN will also furnish the office with standard office furniture. This location will be referred to as the SHERIFF'S Office La Conner Detachment.

3.4 ASSIGNMENT OF PERSONNEL. All fulltime employees assigned to the Detachment under this Agreement shall be so assigned for a time and duration based on the discretion of the Sheriff. The Town may at any time bring a justified request for deputy reassignment to the Sheriff for consideration.

4.0 REPORTING

4.1 **REPORTING DISTRICTS.** Reporting Districts that are coterminous with the TOWN boundaries will be maintained to enable accurate data collection on criminal and traffic activity and on dispatched calls for service.

4.2 **SIGNIFICANT OCCURRENCE.** The Sergeant will promptly notify the Mayor in the event of a significant criminal occurrence or other major event within TOWN.

4.3 **PERIODIC REPORTS.** COUNTY will provide monthly reports on criminal and traffic activity within TOWN limits and on law enforcement services provided. Services provided shall be grouped by major category of service as listed in Sections 1 and 2 above.

4.4 **MEDIA RELEASES.** News releases concerning a major crime investigation conducted by the SHERIFF'S Office pursuant to this Agreement will be prepared by the SHERIFF'S Office Public Information Officer and a copy will be sent to the Sergeant and the Mayor or the Mayor's designee. Media releases concerning law enforcement activities by the deputies assigned to the region under this Agreement will be prepared either by the Sergeant or jointly with the SHERIFF'S Office Public Information Officer. Any such release of information to the media that is deemed to be sensitive or likely to cause concern or alarm shall be prepared jointly with the SHERIFF'S Office Public Information Officer and shall be provided to the Mayor or the Mayor's designee before its release. The SHERIFF'S Office will forward all other routine media releases concerning law enforcement activities in La Conner to the Mayor or the Mayor's designee for review, concurrent with or before release to the media. TOWN shall not issue any media releases regarding criminal investigations conducted pursuant to this Agreement without prior approval of the SHERIFF'S Office.

5.0 **PERSONNEL AND EQUIPMENT**

COUNTY is not acting as an agent of TOWN, but is acting as an independent contractor so that:

5.1 Control of personnel (except for operational assignments as set forth herein), standards of performance, discipline and all other aspects of performance shall be governed entirely by COUNTY;

5.2 All persons rendering services shall be for all purposes employees of COUNTY.

5.3 Upon termination of this Agreement, TOWN shall not retain any money it has contributed towards reserve accounts for future replacement or purchase or upgrade of equipment. All equipment, including but not limited to vehicles, that COUNTY has purchased to support directly the base level services under Section 1.0 of this Agreement will remain the property of COUNTY.

6.0 **PERFORMANCE REVIEW SCHEDULE**

The SHERIFF or the SHERIFF'S designee and the Mayor or the Contract Administrators named per Section 15 below shall in March, June, September and December of each year or sooner if required, discuss performance under this Agreement. The SHERIFF or the SHERIFF'S Contract

Administrator will provide summaries of activity and budget updates at these meetings. TOWN shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications.

7.0 COMPENSATION BASE LEVEL SERVICES

7.1 CONTRACT AMOUNT. During the initial term of this Agreement, and in consideration for the base level services provided by COUNTY as set forth herein, TOWN promises to pay COUNTY those amounts and at those times set forth in Exhibit D, which is attached hereto and incorporated herein by reference. In addition to the amounts listed in Exhibit D, TOWN agrees to contribute its share of revenues, less the funds derived from the Town's existing 0.1% sales tax, derived from the County's Sales and Use Tax Measure pursuant to RCW 82.14.450.

7.2 BILLING. TOWN will be billed for services rendered in accordance with Exhibits C and D. The payments are due within thirty (30) days after invoicing by COUNTY. Sales tax revenues shall be payable to COUNTY in accordance with paragraph 7.1. In the event sales tax revenues cannot be paid directly to COUNTY from the Washington State Department of Revenue, TOWN will promptly remit its additional sales tax revenue upon receipt to COUNTY.

Payment shall be made to:

Skagit County Sheriff's Office Accounting
600 S. 3rd St. Rm. 100
Mount Vernon, WA 98273

7.3 ADJUSTMENT/ANNUAL EXTENSION. The cost for contract services during the term of this Agreement is set forth in Exhibit D. Beginning September 15th 2017, and each year thereafter for the duration of this Agreement and any extension thereof; COUNTY shall notify TOWN of the projected costs for the calendar year after the last year of this Agreement and TOWN shall inform COUNTY of its anticipated revenue for the same period. COUNTY and TOWN shall confer concerning the projected costs, revenues and services. The Parties may then, by written agreement, extend this Agreement for an additional year(s) utilizing the cost and revenue estimates. The intent of this provision is to allow for uninterrupted delivery of service by COUNTY to TOWN at a cost agreed upon in advance. If no extension agreement is reached by June 30 of the following year, this Agreement shall, the provisions of Section 10 notwithstanding, terminate on December 31 of that year unless the party subsequent to June 30th reach an extension agreement.

8.0 TOWN RESPONSIBILITIES

8.1 To support COUNTY's provision of the services described herein, TOWN promises:

8.2 To hereby confer municipal police authority on such COUNTY deputies as might be engaged in enforcing TOWN ordinances within TOWN boundaries, for the purposes of carrying out this Agreement.

8.3 To supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of TOWN.

8.4 To provide office space as described in Section 3.3 above.

8.5 To provide non-911 telephone support and in-person public reception services, 40 hours a week, on behalf of the Sheriff's Office Detachment in La Conner.

9.0 DURATION

This Agreement will become effective 12:01 a.m., January 1, 2017, provided the Agreement has been duly authorized and signed by both parties. If authorized and signed thereafter by both parties, it shall become effective on a date of the affixing hereto of the last signature. This Agreement shall expire at 11:59 p.m., December 31, 2019, unless extended.

10.0 TERMINATION PROCESS

Either party may initiate a process to terminate this Agreement as follows:

10.1 The provisions of RCW 39.34.180 notwithstanding, either party desiring to terminate this Agreement shall provide written notice to the other party twelve (12) months prior to the effective date of termination.

10.2 Upon receipt of such notice, the parties agree to commence work on and to complete within one hundred twenty (120) days of a transition plan providing for an orderly transition of responsibilities from COUNTY to TOWN over a minimum time frame of twelve (12) months, including the one hundred twenty (120) days to complete the transition plan. The transition plan shall identify and address personnel, capital equipment, workload, and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.

10.3 Upon termination of this Agreement, COUNTY shall deliver to TOWN any office supplies and furniture that has been purchased by TOWN with TOWN funds that are not connected to contract fees.

Any Equipment Rental and Revolving Funds (ER & R) accumulated for future vehicle purchase, as set forth in the COUNTY'S ER&R spreadsheet will remain with the COUNTY.

11.0 NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when delivered personally or when sent by certified or registered mail to the following:

Any notice to COUNTY shall be sent or delivered to:

Skagit County Sheriff's Office Accounting
600 S. 3rd St. Rm. 100
Mount Vernon, WA 98273

Any notice to TOWN shall be sent or delivered to:

Town of La Conner PO Box 400
La Conner WA 98257

12.0 INDEMNIFICATION

12.1 COUNTY shall protect, save harmless, indemnify and defend, TOWN, its elected and appointed officials, officers, employees and agents, from any and all loss or claim for damages of any nature whatsoever resulting from any act or omission in the performance of this Agreement by COUNTY, its elected or appointed officials, officers, employees, or agents. In executing this Agreement, COUNTY does not assume liability or responsibility for or in any way release TOWN from any liability or responsibility that arises in whole or in part from the existence or effect of TOWN ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding excluding any challenge raised in the defense of a criminal prosecution or appeal thereof is commenced in which the enforceability and/or validity of any such TOWN ordinance, rule or regulation is at issue, TOWN shall defend the same at its sole expense and if judgment is entered or damages are awarded against TOWN, the COUNTY, or both, TOWN shall satisfy the same, including all chargeable costs and attorney's fees.

12.2 TOWN shall protect, save harmless, indemnify and defend, at its own expense, COUNTY, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the performance of this Agreement and based on the act or omission of a TOWN employee, elected official or agent, including claims by TOWN'S employees or third parties, except for those damages solely caused by the negligence or willful misconduct of COUNTY, its elected or appointed officials, officers, employees or agents.

12.3 Industrial Insurance Act Immunity Waiver. Each party hereby waives its immunity under the Washington Industrial Insurance Act solely for the purpose of indemnifying the other party for claims made by employees of the indemnifying party. This provision is intended solely to augment the indemnity provisions herein and shall not accrue to the benefit of any third person. It shall not be construed in any manner to waive either party's immunity against a claim by an employee against an employer.

13.0 AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by COUNTY or TOWN during the term of this Agreement and for a period of three (3) years after termination.

14.0 AMENDMENTS

This Agreement may be amended at any time by mutual written agreement of the parties.

15.0 CONTRACT ADMINISTRATION

The parties shall each appoint a Contract Administrator to review performance and other issues that are not related to day-to-day operations. Each party shall provide the other party with the name of its appointed Contract Administrator. The Contract Administrators will meet in March, June, September and December of each year as described in Section 6.0. Either party may call additional meetings with ten (10) days prior written notice to the other party. Any problem that cannot be resolved by the Contract Administrator shall be referred to the TOWN Mayor and the County SHERIFF for settlement.

16.0 NO THIRD PARTY BENEFICIARY

COUNTY and TOWN agree that this Agreement shall not confer third- party beneficiary status on any non-party, including the citizens of either the COUNTY or the TOWN.

17.0 LEGAL REQUIREMENTS

Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

18.0 DISPUTE RESOLUTION

The parties recognize that their constituents are best served by good faith cooperation by the parties in carrying out this Agreement. The parties are also fully aware of their respective right to demand arbitration pursuant to RCW 39.34.180(3). In the event of a dispute concerning this Agreement, the parties will first attempt resolution through good faith negotiations, utilizing a mediator, if both agree. Either party may invoke negotiation by giving written notice of a dispute to the other party setting forth in sufficient detail the nature of the dispute. If the parties cannot resolve the dispute within thirty (30) days of such notice, either party may demand binding arbitration through the American Arbitration Association ("AAA") pursuant to the AAA Rules for Expedited Commercial Arbitration. The arbitrator shall be, if possible, current or former law enforcement professional with department head experience. The costs and fees of the arbitrator and MA shall be borne 50/50 by the parties. The prevailing party in any arbitration or suit shall receive its attorney fees and costs, including those incurred on appeal. Any arbitration award may be confirmed, modified or vacated pursuant only to the provisions of RCW 7.04.150-180 now or as hereafter amended. Either party may bring an action in Whatcom County Superior Court to compel arbitration or to enforce an arbitrator's award/decision. The parties hereby waive any rights to demand arbitration pursuant to RCW 39.34.180(3) and hereby substitute the

foregoing arbitration provision to the extent not inconsistent with Section 11.1 of this Agreement.

19.0 VENUE

The laws of the state of Washington shall be applicable to the construction and enforcement of this Agreement. An action at law, suit in equity, or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be in the Superior Court of Whatcom County, Bellingham, Washington.

20.0 ENTIRE AGREEMENT, WAIVER OF DEFAULT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement. Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the COUNTY, which shall be attached to the original Agreement.

21.0 SEVERABILITY

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

22.0 DISPOSITION OF EARLIER AGREEMENT

The Interlocal agreement recorded under Skagit County Auditor's file number C20070704 between the parties and all addenda and amendments thereto ("First Agreement") are replaced hereby and said First Agreement is hereby terminated effective on the commencement date hereof; provided, that the remedies and other provisions in the First Agreement which by their terms should continue to survive to protect the interests of the parties shall survive to the extent permitted by applicable statutes of limitations and statutes of repose.

23.0 ATTACHMENTS

The following attachments are incorporated by reference as if set forth in full in the body of this Interlocal agreement.

- Exhibit A: Zone 1 Map and defined 10 minute response area
- Exhibit B: Compensation for Additional Officers and Equipment
- Exhibit C: Compensation-Base Service, 2017-2019

Town of La Conner

Dated: January 23, 2017

Town of La Conner
Skagit County, Washington




Ramon Hayes, Mayor

ATTEST:



Maria DeGoede, Finance Director

APPROVED AS TO FORM:



Bradford Furlong, WSBA #12924

DATED this 13 day of March, 2017.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen

Ron Wesen, Chair

Kenneth A. Dahlstedt

Kenneth A. Dahlstedt, Commissioner

Lisa Janicki

Lisa Janicki, Commissioner

Attest:

Amber Enps

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

Will Rhot

Department Head

County Administrator

Approved as to form:

M. A. (3/2/2017)

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

J. Rhot

Risk Manager

Approved as to budget:

Linda Logne

Budget & Finance Director

EXHIBIT A
SCHEDULED "in Town" HOURS

(ZONE 1 MAP) for contract purposes

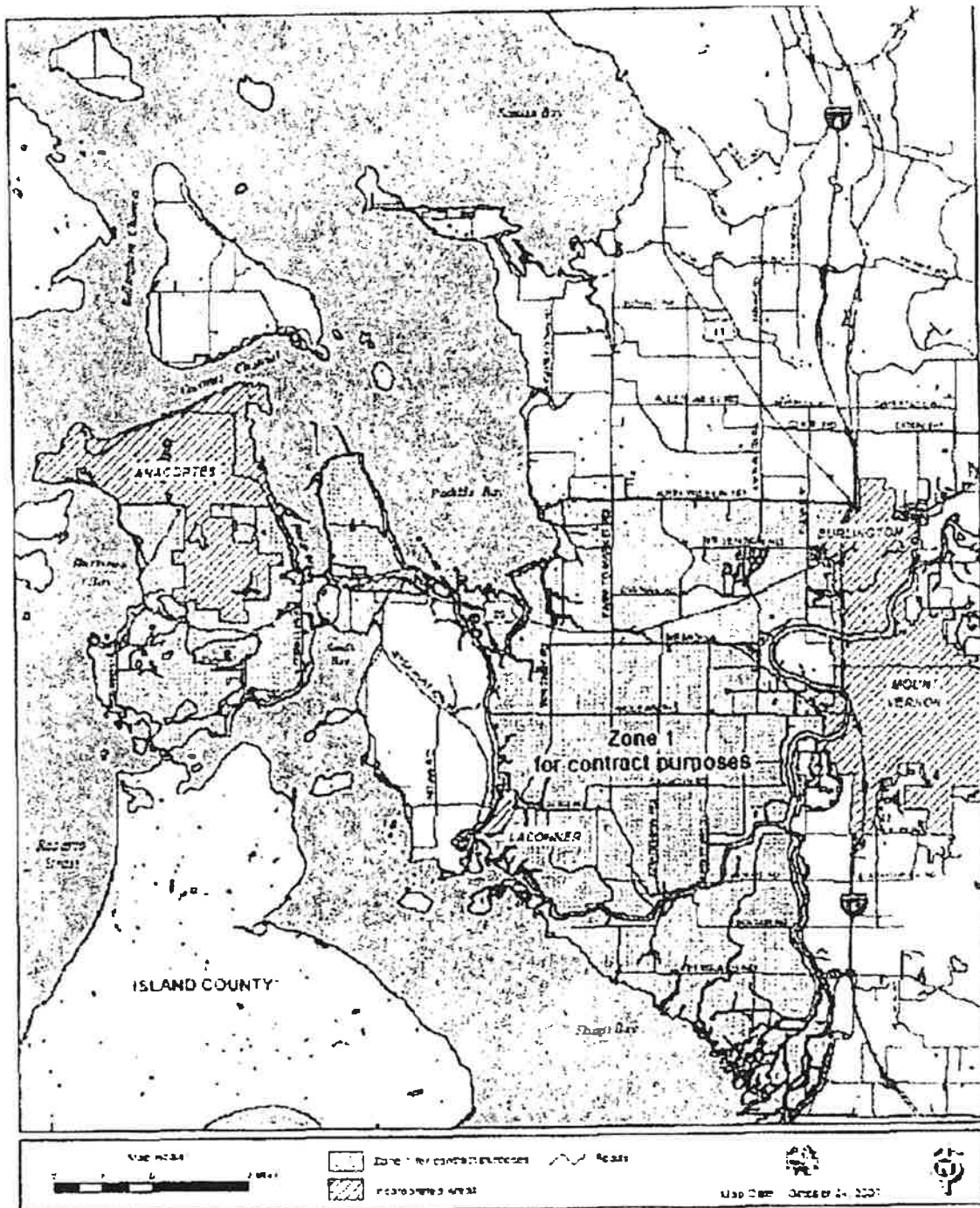


EXHIBIT A (page 2)

Regular 24 hours a day, 7 days a week coverage will be the same as customarily provided by the county in the surrounding unincorporated portions of Skagit County.

Specifically, a minimum of 80 hours per week, within an area that will allow a response time of 10 minutes from the time dispatched which is identified as follows:

AREA IDENTIFIED AS "10 minute" RESPONSE AREA

- 1) West of the Skagit River
- 2) North of Conway / Fir Island
- 3) South of Josh Wilson Road / Bayview
- 4) East of Anacortes / Dewey Beach area

EXHIBIT B

COMPENSATION FOR ADDITIONAL OFFICERS AND EQUIPMENT

COUNTY will provide at additional cost patrol deputies and related equipment as requested by the TOWN at a total cost per hour at the current hourly overtime rate in effect at the time of service.

EXHIBIT C

COMPENSATION-BASE SERVICE

In consideration for the base level of services provided by the COUNTY, the TOWN promises to pay the COUNTY, in addition to the sales tax revenues set forth in paragraph 7.1 of this Agreement, the calendar year contract rates set forth below on a quarterly basis through the term hereof:

2017: Three hundred thousand dollars (\$300,000) for the calendar year of 2017. Payment shall be in the amount of seventy five thousand dollars (\$75,000) paid quarterly on March 31, 2017, June 30, 2017, September 30, 2017, and December 31, 2017.

2018: Three hundred and three thousand dollars (\$303,000) for the calendar year of 2018. Payment shall be in the amount of seventy five thousand, seven hundred and fifty dollars (\$75,750) paid quarterly on March 31, 2018, June 30, 2018, September 30, 2018, and December 31, 2018.

2019: Three hundred and twelve thousand and ninety dollars (\$312,090) for the calendar year of 2019. Payment shall be in the amount of seventy-eight thousand, twenty-two dollars and fifty cents. (\$78,022.50) paid quarterly on March 31, 2019, June 30, 2019, September 30, 2019, and December 31, 2019.