

# Agenda Summary Report (ASR)

## Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 12/06/2019	<b>PREPARED BY:</b> Shirley Jones
<b>Meeting Date Requested:</b> 12/17/2019	<b>PRESENTED BY:</b> Keith Johnson
<b>ITEM:</b> (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed: 10 minutes	
<b>SUBJECT:</b> Interlocal Agreement between the City of Mesa and Franklin County Sheriff's office.	
<b>FISCAL IMPACT:</b> The City of Mesa agrees to pay to the Franklin County Sheriff the sum of \$6,750 for 2020, \$7,000 for 2021. The City of Mesa will budget up to \$5,000 during the term of this agreement for the purchase of police equipment for the County. The City will provide \$1,000 to the Sheriff's DARE program each year of the agreement. Maintenance of purchased equipment to be provided by the City and the City agrees to provide their annual share of the 3/10 of 1% criminal justice and public safety sales and use tax collected to the County.	
<b>BACKGROUND:</b> The County and the City wish to provide police protection and law enforcement within the corporate limits of the City for the benefit of all County residents.	
<b>RECOMMENDATION:</b> Approval of the agreement with the City of Mesa.	
<b>COORDINATION:</b> Keith Johnson, Administrator Jim Raymond, Sheriff Jen Johnson, Chief Civil Deputy Prosecuting Attorney Gayle Carrasco, Clerk/Treasurer for the City of Mesa	
<b>ATTACHMENTS: (Documents you are submitting to the Board)</b> ASR/Resolution City of Mesa Agreement	
<b>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)</b> Original to the City of Mesa for signature Copies to Sheriff's Office and Administrator's Office	

*I certify the above information is accurate and complete.*



Keith Johnson, Administrator

**FRANKLIN COUNTY RESOLUTION \_\_\_\_\_**

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

***AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN FRANKLIN COUNTY AND THE  
CITY OF MESA FOR LAW ENFORCEMENT FUNCTION WITHIN ITS BOUNDARIES  
OF THE COUNTY OF FRANKLIN***

**WHEREAS**, the City of Mesa desires police protection and law enforcement within the corporate limits of the City; and

**WHEREAS**, such services and limitation of services is to be provided by the Franklin County Sheriff's office as described within attached agreement; and

**WHEREAS**, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of Franklin 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

**NOW, THEREFORE, BE IT RESOLVED**, that the Franklin County Commissioners constitute the legislative authority of Franklin County and desire to enter into the attached agreement as being in the best interest of Franklin County; and

**BE IT FURTHER RESOLVED**, the term of the attached agreement shall be for a period of two (2) years, expiring December 31, 2021.

**APPROVED** this 17th day of December 2019.

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

***ATTEST:***

\_\_\_\_\_  
Clerk to the Board

## AGREEMENT

### **2020-2021 MESA**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF FRANKLIN, a legal subdivision of the State of Washington, hereinafter referred as the “County” and the CITY OF MESA, a municipal corporation of the State of Washington, hereinafter referred to as the “City”,  
WITNESSETH:

**WHEREAS**, The City is desirous of contracting with the County for the performance of the hereinafter described law enforcement function within its boundaries of the County of Franklin, through the Sheriff thereof: and

**WHEREAS**, such contracts are authorized and provided for by the provision of Chapter 39.34 Revised Code of Washington, Interlocal Cooperation Act of 1967, as amended:

**NOW THEREFORE**, it is agreed as follows:

1. The County agrees, by and through its Sheriff to provide police protection and law enforcement within the corporate limits of the City. Such services shall encompass the duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the Sheriff of the County and the Marshal of the City under the laws of the State of Washington, and the ordinances of the City of Mesa.

Such services shall include routine patrol, response to specific calls for police service, investigation of crimes, and enforcement of laws within the City of Mesa.

Enforcement of dog control, planning and zoning laws, ordinances and regulations are hereby excluded and not a part of this agreement.

Civil process services by the Sheriff are excluded and not a part of this agreement.

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

3. The City shall not be liable for compensation to any County employee for injury or sickness arising out of his employment or performance of any of the services provided for herein.

4. **Term:** The term of this agreement shall be for a period of two (2) years, expiring on December 31, 2021.

**5. Terminating agreement:** This agreement may be terminated by either party giving written notice prior to September 1, 2020, which notice shall not be effective until December 31, 2020.

**6. Compensation:** The City of Mesa agrees to pay to the Franklin County Sheriff the sum of Six Thousand Seven Hundred Fifty and no/100--dollars (\$6,750.00) for the year 2020 and Seven Thousand and no/100--dollars (\$7,000.00) for the year 2021. To be paid in two installments, one half on January 31st, and the second half by July 1st, of each year. The City of Mesa will budget up to \$5,000.00 from their Criminal Justice Monies during the term of this agreement for the purchase of police equipment for the County. The City will provide \$1,000.00 to the Sheriff's DARE program each year of the agreement from the budgeted \$4,000.00 criminal justice money. Equipment purchased must be mutually agreed upon by the Mayor and the Sheriff, such equipment purchased with Mesa monies shall become and remain the property of the Franklin County Sheriff's Office. The County agrees to maintain equipment purchased and to purchase any associated supplies for said equipment. The City agrees to provide their annual share of the 3/10 of 1% criminal justice and public safety sales and use tax collected to the County.

**7. Miscellaneous:**

7.1 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.

7.2 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.

7.3 Each party herein shall maintain its own budget to facilitate its participation in this agreement.

7.4 Each party herein agrees that the Franklin County Sheriff at 1016 North 4<sup>th</sup> Avenue D-201, Pasco, Washington, shall be the administrator for this agreement.

7.5 If any provision of this Agreement is deemed to be illegal or otherwise void, invalid or unenforceable, such provision shall be disregarded and the remainder of this Agreement without such provision shall not be affected and shall remain in full force and effect.

**8. Substation:**

8.1. The City will provide access to, and use of, a room for the creation of a sheriff substation, as well as the use of and access to a conference room at the Mesa City Hall. The County will use this space as a Sheriff substation, including the placement of communications equipment and other normal office equipment, to assist the County in improving communications and other services that are the subject of this Agreement.

**8.2 Agreement to Maintain.** County shall reasonably maintain the facility described above in a way that is consistent with its use and limitations, including but not limited to, basic cleaning after use, and repair any damage from normal use.

**8.3 Agreement to Indemnify.** County shall indemnify the City, their officers, officials, employees and agents from and against all claims, demands, causes of action, suits or judgments including but not limited to, any insurance carriers, for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the facility by County, its agents, servants, employees or invitees. PROVIDED, that County's obligation hereunder shall not extend to deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the facility arising out of or caused by the sole negligence of the City, their officers, officials, employees and agents. In the event of concurrent negligence of County, its agents, servants, employees or invitees and the City, its officers, officials, employees and agents, this indemnification obligation of County shall be valid and enforceable only to the extent of the negligence of County, its agents, servants, employees and invitees.

**8.4 Claims.** In the event of any claims made or suits filed against the City, the City may, at its option and consistent with the limitations above, require County to resist or defend such action or proceeding at County's own cost and expense by counsel reasonably satisfactory to the City.

- I. All other terms and conditions of the Contract remain in full force and effect except as to the extent set forth in this agreement.
- II. This Amendment shall become effective upon the date written above.

**IN WITNESS WHEREOF**, the City of Mesa 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 MESA, WASHINGTON**

**BOARD OF COMMISSIONERS,  
FRANKLIN COUNTY**

\_\_\_\_\_  
Mayor of Mesa

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Member


\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Member

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Approved:  
James Raymond, Sheriff

  
\_\_\_\_\_  
Approved as to form:  
Jennifer Johnson, Civil Deputy Prosecutor