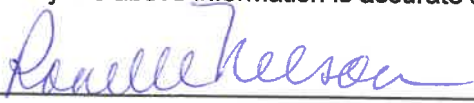


Franklin County
Board of Commissioners
Agenda Summary Report

DATE SUBMITTED: 1-3-2020	PRESENTED BY: Captain Ronelle Nelson
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Date: 1-14-2020 Time needed: five minutes	
SUBJECT / ISSUE: Agreement between Franklin County and the City of Kahlotus for Law Enforcement	
FISCAL IMPACT: 2020 payment of \$4,000.00 2021 – \$4,100.00	
ACTION(S) REQUESTED: Sign Agreement	
BACKGROUND: The Sheriff's Office has an agreement to provide law enforcement services to the City of Kahlotus, the current contract expired December 31, 2019 and a new one needs to be signed.	
COORDINATION: Sheriff Jim Raymond, Jen Johnson Civil Deputy Prosecutor, Captain Ronelle Nelson, City of Kahlotus	
RECOMMENDATION: Sign the agreement	
HANDLING / ROUTING: Franklin County Sheriff's Office City of Kahlotus	
ATTACHMENTS: Consent Agenda 3 originals Resolution	

I certify the above information is accurate and complete.



FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: AGREEMENT BETWEEN FRANKLIN COUNTY AND THE CITY OF
KAHLOTUS**

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

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County.

NOW, THEREFORE, BE IT RESOLVED that the attached AGREEMENT between Franklin County and THE CITY OF KAHLOTUS effective January 1, 2020 through December 31, 2021, is hereby approved by the Board.

APPROVED this ____ day of _____, 2020.

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

Chair

Attest:

Chair Pro Tem

Clerk to the Board

Member

AGREEMENT

2020-2021- KAHLOTUS

THIS AGREEMENT made and entered into this 17 day of December, 2019, by and between the COUNTY OF FRANKLIN, a legal subdivision of the State of Washington, hereinafter referred as the "County" and the CITY OF KAHLOTUS, 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 Kahlotus.

Such services shall include routine patrol, response to specific calls for police service, investigation of crimes, and enforcement of laws within the City of Kahlotus. Civil process services by the Sheriff are excluded and not a part of this agreement.

Enforcement of dog control, planning and zoning laws, ordinances and regulations, and civil process service are hereby 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 December 31, 2021.

5. Terminating agreement: This agreement may be terminated by either party giving written notice prior to September 1, 2021, which notice shall not be effective until December 31, 2021

6. Compensation: The City of Kahlotus agrees to pay to Franklin County the sum of Four Thousand dollars (\$4,000.00) total for the year 2020 and Four Thousand Dollars One Hundred Dollars (\$4,100.00) for the year 2021. The City agrees to provide their annual share of the 1/10 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 4th Avenue D-201 Pasco, Washington, shall be the administrator for this agreement.

IN WITNESS WHEREOF, the City of Kahlotus by resolution duly adopted by its 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 KAHLOTUS, WASHINGTON

**BOARD OF COMMISSIONERS,
FRANKLIN COUNTY**



Mayor of Kahlotus

Chairman

Attest:

Member

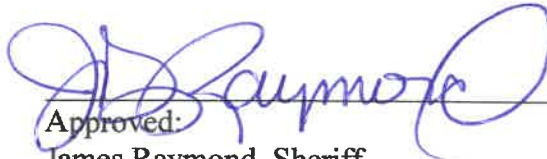


Clerk

Member

Attest:

Clerk of the Board



Approved:
James Raymond, Sheriff

Approved as to form:
Jennifer Johnson, Civil Deputy Prosecutor