

RESOLUTION NO. 2018-06

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE INTERLOCAL AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF BENTON CITY RELATING TO LAW ENFORCEMENT SERVICES

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

WHEREAS, the City of Benton City has identified its need for law enforcement services within its City limits; and

WHEREAS, the City of Benton City has been satisfied with the quality and level of services of law enforcement services currently and previously provided by Benton County Sheriff's Department; and

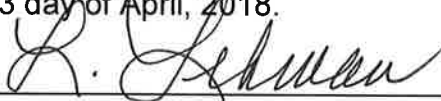
WHEREAS, the City of Benton City has negotiated and entered into a continuing Agreement with Benton County, Washington, for the provision of law enforcement services by the Benton County Sheriff's Department. NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the Interlocal Agreement between Benton County and the City of Benton City Relating to Law Enforcement Services; a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and to take all necessary steps required to complete this transaction.

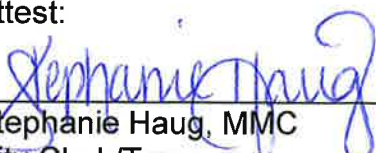
ADOPTED this 3 day of April, 2018, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 3 day of April, 2018.

Resolution 2018-06 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 3 day of April, 2018.




Linda Lehman, Mayor

Attest:



Stephanie Haug, MMC
City Clerk/Treasurer

Approved as to Form:



Kerr Law Group
City Attorney

Return Name and Address:

Benton County Sheriff's Office
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

PLEASE PRINT OR TYPE INFORMATION:

Document Title(s)(or transactions contained therein):

1. **INTERLOCAL AGREEMENT – CITY OF BENTON CITY LAW ENFORCEMENT SERVICES**

Grantor(s) (Last name first, first name, middle initials):

1. **BENTON COUNTY**
2. **BENTON COUNTY SHERIFF**

Additional names on page _____ of document.

Grantee(s)(Last name first, first name, middle initials):

1. **CITY OF BENTON CITY**

Additional names on page _____ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)
N/A

Additional legal is on page _____ of document.

Reference Number(s) of documents assigned or released:

N/A

Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number:

N/A

Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

RESOLUTION 2018 289

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN INTERLOCAL AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF BENTON CITY RELATING TO LAW ENFORCEMENT SERVICES

WHEREAS, Benton County and the City of Benton City entered into a Law Enforcement Services Interlocal Agreement on December 19, 1989; and

WHEREAS, per Resolution 06-524 dated September 25, 2006, both parties agreed to amend Law Enforcement Services Interlocal Agreement to revise Section 1 – Description of Services of the Agreement, while keeping all other provisions of the Agreement in full force and effect; and

WHEREAS, both parties wish to renew the Law Enforcement Services Interlocal Agreement to update the language for services and payment for services within the Agreement, with said Agreement superseding the parties' prior Agreement and amendments for these services; **NOW, THEREFORE**

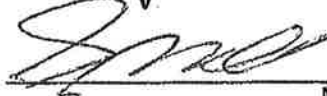
BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Law Enforcement Services Interlocal Agreement between Benton County and City of Benton City; and

BE IT FURTHER RESOLVED, the term of the Agreement shall commence April 1, 2018 and shall expire December 31, 2018. The Agreement shall automatically renew for subsequent periods of one year, unless written notice is given by either party of their intent to terminate this Agreement ninety (90) days prior to the date of expiration of the original term, or any subsequent renewal term; and

BE IT FURTHER RESOLVED, the attached Law Enforcement Services Interlocal Agreement hereby supersedes the parties' prior agreement and amendments for these services.


Dated this 24 day of April, 2018.


Chairman of the Board


Member


Member

Constituting the Board of Commissioners of Benton County, Washington.

Attest 
Clerk of the Board

AFTER RECORDING RETURN TO:

Benton County
7122 West Okanogan Place
Kennewick WA 99336

LAW ENFORCEMENT SERVICES INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF BENTON CITY RELATING TO LAW ENFORCEMENT SERVICES (the "Agreement") is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington (hereinafter "County"), and the CITY OF BENTON CITY, WASHINGTON, a municipal corporation (hereinafter "City"), in accordance with the Interlocal Cooperation Act, Chapter 39.34 RCW.

WHEREAS, the City's geographical boundaries lie entirely within the County; and

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

WHEREAS, the County, through the Benton County Sheriff's Office provides law enforcement services to the citizens of Benton County; and

WHEREAS, the County has the power and legal authority to extend those law enforcement services into the geographical area of the City; and

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

WHEREAS, the City desires to enter into an agreement with the County whereby the County will provide quality law enforcement services to the City and its inhabitants; and

WHEREAS, the County agrees to render such law enforcement services.

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

1. **Description of Services.** The County, by and through the Benton County Sheriff's Department, shall provide police protection and law enforcement services within the city limits of the City of Benton City on behalf of the City. In accordance with RCW 35A.12.020, the Benton County Sheriff is hereby designated as the "Chief Law Enforcement Officer" of the City. The County shall provide police protection and law enforcement services of any and all violations of the Revised Code of Washington, including investigation services, apprehension services, detention and jail services, and prosecution and related court services as well as serving as a deterrent and prevention against criminal activity. These services shall include the following:

a. Provide general police services consisting of patrol and investigation and all auxiliary and technical services now provided or available to the Sheriff's Department in support of patrol and investigation, for the investigation, detection, and deterrence of crime;

b. Provide all necessary support, personnel, transportation, and supplies reasonably necessary to maintain the police protection and law enforcement in the City. These services would include supervisory personnel, investigative personnel, K-9 units, tactical response teams, clerical personnel, records keeping and reporting, dispatch, and corrections facilities; and

c. Provide for the investigation, apprehension, detention via County jail services, and prosecution (including related court services) of persons accused of violations of the Revised Code of Washington committed within the City.

2. **Insurance.** The County shall maintain and carry liability insurance, including false arrest, malicious prosecution, property damage, personal injury or death, and the deprivation of constitutional rights, with limits of not less than \$5,000,000 liability limit naming the City, its employees, agents, officers, and contractors as additional insureds, and providing insurance coverage for all acts or events occurring during the term of the Agreement.

3. **Payment for Services.**

a. **Annual Fee.** For the pro-rated year of 2018, the City shall pay the County a fee of \$28,891.15 per month, beginning in the month of April. Each year thereafter the fee shall be increased by a percentage

rate of 3% of the previous year's fee, with the 2019 annual fee at \$357,094.61. The new fee will go into effect January 1st of each subsequent calendar year. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should it become necessary, all collection costs will be paid by the City.

b. Fines and Forfeitures. During the term of this Agreement, the local portion of all fines, judgments and forfeitures resulting from all criminal prosecutions and infractions or other law enforcement work done by the Benton County Sheriff with the City shall be property of the County.

c. Billing and Modification. The County shall bill the City within 30 days after the close of each calendar month for the monthly installment of the annual fee for the law enforcement services provided during that month. The City shall pay for the services within 30 days after the date of that billing.

4. Term. This Agreement shall take full force and effect April 1, 2018, and shall expire December 31, 2018. This Agreement shall be automatically renewed for subsequent periods of one year, unless written notice is given by either party of their intent to terminate this Agreement twelve (12) months prior to the date of expiration of the original term, or any subsequent renewal term.

5. Liability. County agrees that it will protect, save, defend, hold harmless and indemnify City, its employees, volunteers, officers and agents from any and all demands, claims, judgments, or liability for injury, loss or damage arising as a result of County's obligations and responsibilities under this Agreement, including accidents, property damage, personal injury or death, false arrest, civil rights actions, or other occurrences that arise out of the acts or failure to act of County's employees, volunteers, officers and agents.

6. Relationship of Parties. The County, by the Benton County Sheriff's Office, shall act as an independent contractor. All persons employed by the County and providing law enforcement services to the City shall be County officers or employees, and control, standards of performance, discipline and all other aspects of performance shall be governed entirely by the County. All liability for salaries, wages, and other compensation, injury, sickness or liability to the public for intentional or negligent acts or any other liability arising from performance of the law enforcement services hereunder, shall be that of the County.

7. Full Agreement. This Agreement is intended to express the entire agreement of the parties, and supersedes the parties' prior agreement for these services. This Agreement may not be altered or modified in any way unless such

modification is reduced to writing, mutually agreed upon and signed by both parties, and affixed to this original Agreement. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application.

8. General Provisions. For the purpose of this Agreement, time is of the essence. Unless otherwise provided herein, should any dispute arise concerning the enforcement, interpretation, or breach of this Agreement, the parties shall first meet in a good faith effort to resolve the dispute. In the event the dispute cannot be resolved by agreement of the parties or by mediation, the dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR). Venue shall be placed in Benton County, Washington; the laws of the State of Washington shall apply; and the prevailing party shall be entitled to its reasonable attorney fees and costs. The provisions of Section 3.a. of this Agreement shall be exempted from the arbitration provision of this Section 8.

9. Interlocal Cooperation Act Provisions. All vehicles, equipment, inventory and any improvement thereon or fixtures purchased by County, shall remain the sole property of County. All vehicles, equipment, inventory and any improvements thereto and non-fixture improvements to the premises purchased by City, shall remain the sole property of City. All Benton County personnel utilized in the fulfillment of this Agreement shall be solely within the supervision, direction and control of Benton County and shall not be construed as "loan servants" or employees of City. The Benton County Sheriff shall be designated as the Administrator of this Interlocal Agreement.

No independent special budget or funds are anticipated, nor shall be created without the prior written agreement of the parties. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property intended other than as specifically provided within the terms of this Agreement.

Upon execution of this Agreement by authorized representatives of each of the Parties, this Agreement shall be filed with the Benton County Auditor, or, alternatively, listed by subject on a party's website or other electronically retrievable public source as provided by RCW 39.34.040.

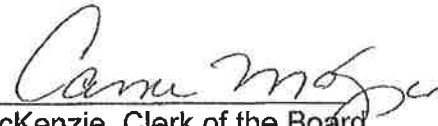
Date: 4-24-2018

BENTON COUNTY


Jerome Delvin, Chairman


Shon Small, Pro-Tem



Jim Beaver, Member


Cami McKenzie, Clerk of the Board

REVIEWED AND APPROVED:

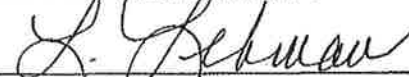

Jerry Hatcher, Benton County Sheriff

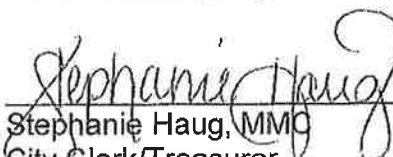
APPROVED AS TO FORM:


Ryan Lukson, Civil DPA


Date: 4/3/18

CITY OF BENTON CITY


Linda Lehman, Mayor


Stephanie Haug, MMC
City Clerk/Treasurer

APPROVED AS TO FORM:


Kerr Law Group
City Attorney

STATE OF WASHINGTON)

) ss.
County of Benton)

On this 3rd day of April, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LINDA LEHMAN to me known to be the Mayor of the City of Benton City, Washington, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument.

GIVEN under my hand and official seal this 3rd day of April, 2018.



Paula Kauer
Printed Name: Paula Kauer
Notary Public in and for the State of Washington
Residing at Benton City
My commission expires: 9/5/21

STATE OF WASHINGTON)

) ss.
County of Benton)

On this 24 day of April, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JEROME DELVIN, SHON SMALL, and JIM BEAVER to me known to be the Commissioners of Benton County, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

GIVEN under my hand and official seal this 24 day of April, 2018.



Cami McKenzie
Printed Name: Cami McKenzie
Notary Public in and for the State of Washington
Residing at Kennedick
My commission expires: 12-1-2019