CONTRACT FOR LAW ENFORCEMENT SERVICES
FOR THE CITY OF NORTH BONNEVILLE

THIS CONTRACT, made and entered into this _____ day of _____, 2011, by and between the **COUNTY OF SKAMANIA**, a legal subdivision of the State of Washington, hereinafter referred to as "County," and the **CITY OF NORTH BONNEVILLE**, a municipal corporation of the State of Washington, hereinafter referred to as "City,"

WITNESSETH:

WHEREAS, The City desires to contract with the County, and its Sheriff, for the Sheriff to provide certain law enforcement services within the City's corporate limits; and

WHEREAS, The County, by and through its Sheriff, wishes to perform law enforcement services for the City as set forth below; and

WHEREAS, such contracts are authorized by the provisions of RCW 39.34.010 et seq.;

NOW, THEREFORE, it is agreed as follows:

1.0 Agreement to Provide Services

The County, by and through its Sheriff, agrees to provide certain law enforcement services for the City, within the City's corporate limits. "Law enforcement services" shall mean response to emergency calls for service, investigation/enforcement of violations of state statutes, random patrols, traffic emphasis, and shall include the quality of service customarily rendered by the Skamania County Sheriff's Office.

2.0 Payment

.1 Basic Fee. As consideration for these services, the City shall pay the County as follows: For the calendar years 2012 and 2013 @ $72,139.68 (Seventy Two Thousand, One Hundred Thirty Nine dollars and Sixty Eight cents) each year for "Law Enforcement Services", which shall be paid in equal monthly installments of $6,011.64 (six thousand, eleven dollars and sixty four cents). Warrants shall be made payable to the Skamania County Treasurer and be issued at the regularly scheduled Council meeting for the month in which the service is provided.

3.0 Term

This contract shall take effect on January 1st 2012 and will end on December 31, 2013. Upon the mutual written consent of both parties, this agreement may be terminated at any time, or by either party for any reason upon thirty (30) days' written notice. Both parties agree either party may request an adjustment to accommodate changes in the economic circumstances of the requesting party beyond that party's control including but not limited to collective bargaining, an unexpected reduction in the city's tax base due to a natural

disaster.

4.0 Customary Services

.1 Scope of Services. Unless otherwise specified, services provided by the County shall include investigation and enforcement of statutes of the State of Washington, random patrols and traffic emphasis. The City will provide code enforcement for animal control, however, the County will continue to provide service for any dangerous animals as defined by state statute.

.2 Control. The Sheriff shall have exclusive control of the Sheriff's enforcement operations in performing this contract, but the parties do agree to consult with one another, from time to time, to discuss law enforcement services.

.3 Continuous Service. Law enforcement services will be available to the City on a twenty-four (24) hour per day, seven (7) days per week basis; Provided that allocations of manpower and equipment for this purpose will be at the discretion of the Sheriff.

5.0 Indemnification

.1 County Indemnification. The County acknowledges that, pursuant to the terms of this contract, the County is totally responsible for the acts and omissions of its officers, officials and employees, and is responsible as an independent contractor for the safety of all persons and property in performing pursuant to this contract. The County assumes the risk of all damages, loss, costs, penalties and expense and agrees to indemnify, defend and hold harmless the City, its officers, officials and employees, from and against any and all liability which may accrue to or be sustained by the City, or its officers, officials and employees, on account of any claim, suit or legal action made or brought against the City for the death or injury to persons (including County's employees) or damage to property under the direction of the County, arising out of any act or omission of the County or any County employee in the performance of services performed hereunder. This indemnification extends to the officials, officers and employees of the City and also includes attorney's fees and the cost of establishing the right to indemnification herein in favor of the City. This indemnification does not extend to injuries or damages caused by the sole negligence of the City.

.2 City Indemnification. The City acknowledges that pursuant to the terms of this contract, the City is totally responsible for the acts or omissions of its own officials, officers and employees. The City assumes the risk of all damages, loss, costs and penalties, and agrees to indemnify, defend and hold harmless the County, its officers, officials and employees from and against any and all liability which may accrue to or be sustained by the County on account of any claim, suit or legal action made or brought against the County or its officers, officials and employees, for the

death or injury to persons (including City's employees) or damage to property under the direction of the City, arising out of nay act or omission of the City or any City employee in the performance of law enforcement services. This indemnification extends to the officials, officers and employees of the County and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the County. This indemnification does not extend to injuries or damages caused by the sole negligence of the County.

6.0 Authority.

The parties agree that for all intents and purposes, the Skamania County Sheriff shall be considered the Chief Law Enforcement officer of the City, and with respect to law enforcement, is bound to the inter-local agreements signed by the County. While performing services under this contract, the Sheriff's Office personnel shall have all authority granted to a police department of a non-charter code city under the laws of the State of Washington.

7.0 Materials.

All material needed to perform this contract and the expense of performing it, shall be provided or paid by the County. Such material includes, but is not limited to, vehicles, weapons, communication facilities and such other supplies needed by a law enforcement agency to carry out its normal functions.

8.0 City to Cooperate.

The City agrees to cooperate fully with the County in the performance of this contract and to furnish the County with any information available to the City that the County may require in the course of the performance of this contract.

9.0 Citations.

All citations for violations of state statutes involving infractions, misdemeanors and gross misdemeanors occurring in the city limits shall be filed in the North Bonneville Municipal Court.

10.0 Insurance.

The County shall provide and maintain police professional liability insurance coverage with limits adequate to cover all foreseeable errors and omissions, and shall provide a copy of said policy to the City for its review and approval

11.0 Reports.

County will provide City with activity reports on a monthly basis. Such reports shall

include patrol time and mileage, the number and types of reported complaints, and the type and quantity of arrests made within the City.

12.0 Equal Opportunity Employer.

The County covenants that it is an equal opportunity employer.

13.0 Severability.

In the event of invalidity or irresolvable ambiguity of any provision of this contract, the remaining provisions shall nevertheless continue to be valid and enforceable.

14.0 Modifications.

No changes or modifications to this contract shall be valid or binding upon either party unless such changes or modifications be in writing and executed by both parties.

15.0 Dispute Resolution

Before any suit or action is filed in court the parties agree they will submit the dispute to mediation. If any suit or action is filed by any party to enforce or interpret a provision of this contract, or otherwise with respect to the subject matter of this contract, the prevailing party shall be entitled, in addition to other rights and remedies it might have, to reimbursement for its expenses incurred with respect to such suit or action, including court costs and reasonable attorney's fees.

16.0 Extraordinary Services.

The parties recognize that this contract is designed to allow the City access to the Skamania County Sheriff's Office and its deputies to provide law enforcement services within the city limits. The parties further recognize that law enforcement must respond to a myriad of emergency and non-emergency situations. However, the parties realize that there may be certain activities, or events, that will require exceptional and extraordinary preparation, planning and staffing by the Sheriff's Office to adequately respond to the potential threats to safeguard the City's citizens and property. In recognition of these situations, the parties agree to negotiate in good faith additional payments from the City to the County that will fairly reimburse the County for providing these "extraordinary services". For purposes of this section, "Extraordinary services" shall mean those law enforcement services necessary to plan, prepare and staff law enforcement services to respond to or prepare for events that occur within the City limits. The terms "Extraordinary services" do not mean natural disasters, individual criminal episodes or other similar emergency responses.

17.0 Entire Contract.

This contract is the entire agreement between the parties and supersedes all previous agreements or understandings between them. This contract may be modified only in writing, provided both parties have signed the amended document.

18.0 Choice of Venue.

This contract shall be governed by and construed under the laws of the State of Washington, and any action brought to enforce the terms of this contract shall be brought in a court of competent jurisdiction located in Skamania County.

19.0 Filing Requirements.

Copies of this contract shall be filed with the North Bonneville City Clerk and per RCW 39.34.040, the Skamania County Auditor.

CITY OF NORTH BONNEVILLE,
A Municipal Corporation,

By:_____
Mayor

Attest:

By:_____
City Clerk

Approved as to form only:

_____
Adam Kick, Skamania
Prosecuting Attorney

_____
City Attorney
City of North Bonneville

COUNTY OF SKAMANIA,
Board of Commissioners

By: _____
Commissioner, Chair

_____
Commissioner

_____
Commissioner

Attest:

_____
Clerk of the Board

Approved:

_____
David S. Brown, Sheriff
Skamania County, WA