After Recording Return To:
Debbie Emery
County Administration
350 Court St., #5
Friday Harbor, WA 98250

SJC Agreement No.
13SH.005

INTERLOCAL AGREEMENT FOR
LAW ENFORCEMENT SERVICES AND ASSISTANCE

THIS AGREEMENT is entered into on the 1st day of January 2013, by and between San Juan County, a political subdivision of the state of Washington ("the COUNTY"), and the Town of Friday Harbor, a municipal corporation in San Juan County in the state of Washington ("the TOWN"), for law enforcement services and assistance from the County Sheriff’s Office.

BACKGROUND

1. The TOWN is a municipal corporation situated within San Juan County and has need of law enforcement services from the COUNTY Sheriff’s Office with respect to enforcing the criminal laws of the State of Washington, as authorized by RCW 39.34.030, 39.34.080 and 39.34.180.
2. The COUNTY has the staff and infrastructure to provide adequate law enforcement services through its Sheriff’s Office, and has concurrent jurisdiction over the criminal laws of the State of Washington within the corporate limits of the Town of Friday Harbor.
3. The Parties to this Agreement have met and determined that certain cost efficiencies can be obtained by contracting for the COUNTY to provide such law enforcement services to the TOWN.
4. The COUNTY and the TOWN have met to review the costs and service levels for such services forecast through 2015. The COUNTY and the TOWN recognize the 2012 fully supported cost per Deputy is approximately $110,000 per year with contract costs increasing at 2% per year.
AGREEMENT

Pursuant to the foregoing and the specific statutory authority referred to above, the COUNTY and the TOWN, in consideration of the promises made herein and the mutual benefits to be derived here from, do agree as follows:

SECTION 1 - AUTHORIZATION

This Agreement is executed pursuant to Chapter 39 of the Revised Code of Washington.

SECTION 2 - PURPOSE

The purpose of this Agreement is for the COUNTY to provide law enforcement services for the TOWN, including the enforcement of the criminal laws of the State of Washington and such parking ordinances as set forth in this Agreement.

SECTION 3 – EFFECTIVE DATE; TERM

This Agreement shall be effective from January 1, 2013 and shall continue in full force and effect for three (3) years until December 31, 2015, unless extended by mutual written agreement of the Parties or unless sooner terminated, or superseded.

SECTION 4 – AUTHORITY

The TOWN confers its police authority on the COUNTY Sheriff, acting through the elected Sheriff and his deputies, while in good faith acting within the scope of the Sheriff’s official duties and engaged in tasks under this Agreement within the corporate limits of the TOWN; and while enforcing such ordinances of the TOWN regarding parking enforcement in COUNTY-owned parking lots, as set forth in Section 5(c).

SECTION 5 - SERVICES RENDERED BY COUNTY LAW ENFORCEMENT TO THE TOWN OF FRIDAY HARBOR

A. Law Enforcement Services. The COUNTY agrees to furnish, to the best of its ability, law enforcement services to include: 24-hour emergency police services and jail services for up to 72 hours in the COUNTY holding facility; all law enforcement and police personnel and equipment available to the COUNTY to complete the mission of enforcing the criminal laws of the state of Washington, 24 hours a day and seven days a week, including but not limited to patrol, writing citations, writing and forwarding reports to the prosecutor, appearance at hearings or trials, response to complaints or calls, transportation of persons arrested to jail, investigation, traffic control, emergency service, service of civil documents, training and all other tasks typical of a municipal police department for a city the size of the TOWN; and to provide liability insurance for the COUNTY’s personnel and equipment.

B. Level of Service. For the law enforcement services set forth above, the COUNTY will provide a level of service consistent with three (3) full-time law enforcement officers.
C. Parking Regulations: Animal Control. Enforcement of parking regulations in COUNTY-owned lots, as set forth in Chapter 10.04 of the Friday Harbor Municipal Code, shall be performed exclusively by the COUNTY at no cost to the Town. Animal control officer services for the TOWN are not part of this agreement and are provided pursuant to the terms of a separate agreement.

D. Reporting.

1. Quarterly Reports. The Sheriff or his designee will provide a quarterly report to the TOWN Council which will include information about the COUNTY’s law enforcement activities under this Agreement, including dispatched calls for services and information relating to criminal and traffic activity within the TOWN, that the Sheriff deems necessary and relevant to the Council and to residents of the Town of Friday Harbor.

2. Notice of Significant Criminal Activity. When feasible, the Sheriff or his designee will make timely notification of the TOWN Administrator or his designee of significant or newsworthy occurrences within the TOWN.

SECTION 6 - COMPENSATION

The TOWN agrees to pay a negotiated sum of money on an annual basis that will compensate the COUNTY for the services set forth in Section 5. This compensation includes those costs associated with personnel, equipment and insurance and incarceration fees as set forth in Section 5, except that the TOWN shall be responsible for the attorney’s fees the TOWN incurs for the TOWN’s duties under this Agreement.

The TOWN agrees to pay the COUNTY the following annual sums, each payable in twelve (12) monthly payments:

2013: $336,600 annually, $28,050.00 monthly
2014: $343,300 annually, $28,608.33 monthly
2015: $350,200 annually, $29,183.33 monthly

Any increases to the COUNTY of incarceration fees charged for use of incarceration facilities outside of San Juan County for TOWN incarcerations shall be billed at their actual cost by the COUNTY (i.e., amount of fee increase x days of incarceration) to the TOWN within thirty (30) days after such costs are billed to the COUNTY, and shall be in addition to the fees set forth above.

SECTION 7 – ADDITIONAL RESPONSIBILITIES OF THE TOWN OF FRIDAY HARBOR

The TOWN shall enforce parking regulations other than in COUNTY-owned lots. The TOWN shall supervise and direct the Sheriff’s Office regarding towing of reported abandoned vehicles
within the public rights-of-way, and will assume all costs of towing and storage and all other expenses associated with this towing.

SECTION 8 – PERSONNEL; INDEPENDENT CONTRACTOR

All services required by the COUNTY under this agreement shall be provided by the Sheriff acting as an independent contractor of the TOWN.

SECTION 9 – BUDGET; FINANCING

The TOWN and the COUNTY shall each maintain independent budgets. Any property acquired by either party under this agreement remains the sole and separate property of that party.

SECTION 10 - LIABILITY AND INDEMNIFICATION

Each party agrees to be responsible and assume tort liability for its own wrongful acts or omissions, and/or those of its officers, agents, or employees to the fullest extent required by law, and agrees to save indemnify, defend and hold the other party harmless from any such tort liability. In the case of negligence or wrongful acts by both the COUNTY and the TOWN, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from the other party in proportion of the percentage of negligence attributable to the other party.

The COUNTY shall also hold harmless and indemnify the TOWN against any and all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workman's compensation, social security and income tax laws, for the COUNTY and any employees or volunteers of the COUNTY acting within the course and scope of this Agreement.

SECTION 11 – TERMINATION

Either party to this Agreement may terminate this Agreement without reason or cause by notifying the other party in writing at least ninety (90) days prior to the termination date. Notice shall be served upon the parties at the following addresses, Town of Friday Harbor, 60 Second St. South, Friday Harbor, WA 98250 and San Juan County, 96 Second St North, Friday Harbor WA 98250.

SECTION 12 - CHANGES AND MODIFICATIONS

The COUNTY may, by mutual agreement with the TOWN, make changes within the general scope of services to be performed under the Agreement. If any such change causes an increase or decrease in the cost of performance of this Agreement, an equitable adjustment may be made in the Agreement price, and the Agreement shall be modified accordingly. All modifications of the Agreement shall be in writing and signed by both parties.
SECTION 13 - ADMINISTRATION

This Agreement shall be administered by the San Juan County Sheriff.

SECTION 14 - MEDIATION

The parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation. Each party will pay its own attorneys’ fees and costs.

SECTION 15 - ARBITRATION

1. Any controversy or claim arising out of or relating to this Agreement that is not resolved through mediation, shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party. The arbitration shall be held in San Juan County before a single arbitrator selected by the Agreement of the parties. If the parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of San Juan County in accordance with the procedures set out in RCW 7.04A.110.

2. Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.

3. The parties agree that, with the exception of the circumstances set out in RCW 7.04A.230, the arbitrator’s decision shall be binding, final and not appealable to any court of law.

4. Each party shall pay its own costs of arbitration including attorneys’ fees. The arbitrator’s fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.

5. This Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.

SECTION 16 – COMPLIANCE WITH LAWS

The Parties agree to comply with all applicable laws in the performance of and administration of this Agreement, including statutes, rules and regulations regarding record keeping and audit standards.

SECTION 17 – ENTIRE AGREEMENT

This Agreement is the full and complete understanding of the Parties and there are no other agreements, either verbal or written, which would alter the terms of this document. Any prior written agreements or understandings are superseded by this Agreement.
SECTION 18 - TIME OF THE ESSENCE

Both parties realize that time is of the essence in the performance of the provisions of this Agreement.

SECTION 19 - WAIVER

Both parties agree that forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of the Agreement's provisions.

SECTION 20 - SEVERABILITY CLAUSE

Should any provision of the Agreement be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of the Agreement are declared to be severable.
RESOLUTION NO. 1931

A RESOLUTION by the Council of the Town of Friday Harbor authorizing the Mayor to execute a law enforcement contract with San Juan County for the calendar year 2013.

WHEREAS, the Town of Friday Harbor has a need to provide law enforcement within the corporate limits of the Town of Friday Harbor; and

WHEREAS, the San Juan County Sheriff's Department has offered an intergovernmental agreement to supply certain law enforcement functions within the corporate limits of the Town of Friday Harbor; and

WHEREAS, the Council has determined that contracting for said services is in the best interests of the Town of Friday Harbor,

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Friday Harbor that the Mayor of the Town of Friday Harbor is hereby authorized and directed to execute said intergovernmental agreement for law enforcement services for 2013.

ADOPTED this 17th day of January 2013.

TOWN OF FRIDAY HARBOR

[Signature]
Carrie Lacher, Mayor

SEAL of the Town of Friday Harbor

ATTEST:

[Signature]
Amy E. Taylor, Town Clerk
Dated this 29th day of JANUARY 2013.

Robert P. Nou
San Juan County Sheriff

Carrie Lacher, Mayor

ATTEST: Clerk of the Council

Ingrid Gabriel, Clerk Date

COUNTY COUNCIL
SAN JUAN COUNTY, WASHINGTON

REVIEWED BY
INTERIM COUNTY MANAGER

Robert W. Jean Date

Jamie Stephens, Chair
District 6, Lopez/Shaw

Rich Peterson, Vice Chair
District 2, San Juan North

Bob Jarman, Member
District 1, San Juan South

Marc Forlenza, Member
District 3, Friday Harbor

RANDALL K. GAYLORD
APPROVED AS TO FORM ONLY

By: Date

Rick Hughes, Member
District 4, Orcas West/Waldron

Patty Miller, Member
District 5, Orcas East