

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Sheriff's Office [SHR-CAP-01-25AD]

DATE: October 15, 2024

REQUESTED ACTION:

1. Authorize the County Manager to sign and execute a new Interagency Agreement and any future amendments between Clark County and the City of La Center for Law Enforcement Services.
2. Acknowledge contracted revenue and expense commitments from this agreement in the amount of \$5,332,507.
3. Pre-authorize budget capacity appropriations for the Sheriff's Office to hire staffing and purchase equipment and vehicles for positions to be formally adopted in the 2024 Fall Budget Supplemental.

Consent Hearing County Manager

BACKGROUND

The City of La Center has experienced significant challenges over the past three years and no longer operates its own municipal police department. In response, the Mayor and City Council have requested that the Clark County Sheriff's Office (CCSO) take over law enforcement services for the city. A five-year contract valued at \$5,332,507 will provide the necessary funding for the CCSO to deliver these services, with an option to extend the agreement in the future.

Under this agreement, CCSO will assign fully commissioned deputy sheriffs to the City of La Center. These deputies will be dedicated to meeting the city's law enforcement needs, including patrol, investigative work, and specialized services as required.

The Sheriff's Office will assign a Commander as La Center's full-time Chief of Police. In collaboration with the Mayor, the Chief will set service levels, attend City Council meetings, prepare budget requests, manage staff scheduling, ensure records integrity, and oversee all law enforcement activities in the city.

Additionally, a Support Specialist III will be assigned to manage records related to daily police operations.

The contract will fund the salaries, benefits, and associated equipment for 4 Deputies, 1 Commander, and 1 Support Specialist. The contract will also cover both the initial and ongoing costs of vehicles, computers, body cameras, protective gear, weapons, and other essential equipment required for operations.

To meet the requirements of this contract the Sheriff's Office is requesting the addition of 4 deputy positions, 1 commander position, and 1 support staff position, along with an increase in the general fund budget to support these new roles. This budget increase will also cover the costs of vehicles, computers, body cameras, protective gear, weapons, and other essential equipment needed for these positions.

COMMUNITY OUTREACH

Several City of La Center Council meetings have discussed this contract proposal.

ADMINISTRATIVE POLICY IMPLICATIONS

County and Sheriff policies will govern our policing and response decisions, as the Interlocal Agreement outlines.

BUDGET IMPLICATIONS

YES	NO	
X		Operating Budget Impacts
	X	Capital Budget Impacts
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation. If YES, please complete the budget impact statement. If YES, please route this Staff Report through the Budget Director and then to the County Manager.
	X	Additional budget capacity is necessary and will be requested at the next supplemental or annual budget. If YES, please complete the budget impact statement. If YES, please route this Staff Report through the Budget Director and then to the County Manager. This action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Dollar Amount	Please see the Budget Impact Attachment and Change Request SHR-CAP-01-24FL (attached)
Fund	Fund 0001: General Fund, Fund 5091: Equipment Rental & Revolving
Cost Center	Multiple
BASUB	Multiple
Program	Multiple

Emily M. Zwetzig

10/03/24

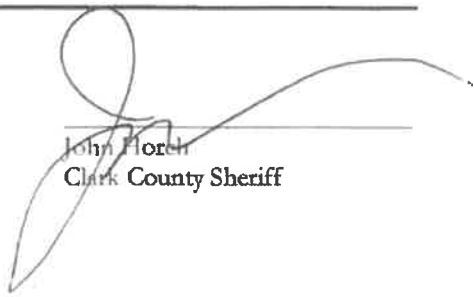
Emily M. Zwetzig, Budget Director (if applicable)

Budget Office Note: Approval of this Staff Report will serve as the Council's pre-approval for utilizing ongoing funding for the requested financial impacts. This decision will lead to the inclusion of this request in the 2024 Fall Budget Supplemental [SHR-CAP-01-24FL], where it will be categorized as Previously Approved by Council. However, it is essential to recognize that while this endorsement indicates support for the funding, the formal appropriation will only occur upon the Council's adoption of the 2024 Fall Budget Supplemental in November. For a thorough and strategic evaluation of our financial resources, it is critical to review all budget requests within the framework of the annual budget cycle to ensure that all resource needs are addressed comprehensively and aligned with organizational priorities.

DISTRIBUTION:

Council staff will post all staff reports to The Web. <https://www.clark.wa.gov/council-meetings>


Staff: Brian Salsie
Senior Management Analyst


John Floren
Clark County Sheriff

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

Part II: Estimated Revenues

Fund #/Title	FTE's	2024	2025	2026	2027	2028	2029	Total
		Annual Budget	Annual Budget	Annual Budget	Annual Budget	Annual Budget	Annual Budget	
		GF / Total	GF / Total	GF / Total	GF / Total	GF / Total	GF / Total	
0001 / General Fund	6	\$660,664	\$877,756	\$962,304	\$996,753	\$1,032,581	\$802,447	\$5,332,504

II. A – This revenue comes from a contract with the City of LaCenter to provide law enforcement services. The contract, valued at \$5,332,506 over five years, includes the option for extension. It fully funds 4 deputy positions, 1 commander, and 1 Support Specialist III. The budget covers the purchase of vehicles and startup costs for onboarding new staff. Additionally, it includes Equipment Replacement & Repair (ER&R) for both the vehicles and the Sheriff's Office employees' equipment.

Part III: Estimated Expenditures

The Sheriff's Office has worked in coordination with the Budget Office to prepare a 2024 Fall Budget Supplemental Change Request [SHR-CAP-01-24FL] for formal adoption during the November public hearing. The Sheriff's Office will continue to coordinate with Budget Office to ensure that expenditures and revenues align annually during each year's Fall Supplemental process.

The Sheriff's Office and the Budget Office have coordinated the vehicle acquisition costs and ongoing maintenance estimates of this request with the Public Works Fleet Department.

III. A – Expenditures summed up

Fund #/Title	FTE's	2024	2025	2026	2027	2028	2029
		Annual Budget	Annual Budget	Annual Budget	Annual Budget	Annual Budget	Annual Budget
		GF / Total	GF / Total	GF / Total	GF / Total	GF / Total	GF / Total
0001 / General Fund	6	\$660,664	\$877,756	\$962,304	\$996,753	\$1,032,581	\$802,447
Total							

III. B – Expenditure by object category

Fund #/Title	2024	2025	2026	2027	2028	2029
	Annual Budget	Annual Budget	Annual Budget	Annual Budget	Annual Budget	Annual Budget
		GF / Total	GF / Total	GF / Total	GF / Total	GF / Total
Salary/Benefits	\$131,304	\$693,185	\$736,897	\$760,798	\$773,674	\$652,803
Supplies	\$94,360	\$54,473	\$95,309	\$105,857	\$128,809	\$19,546
Capital Vehicle	\$435,000					
Vehicle ER and R		\$130,098	\$130,098	\$130,098	\$130,098	\$130,098
Total	\$660,664	\$877,756	\$962,304	\$996,753	\$1,032,581	\$802,447

APPROVED: _____

**CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL**

DATE: _____

SR# _____

APPROVED: _____

Kathleen Otto, County Manager

DATE: _____

**INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY AND THE CITY OF LA CENTER
FOR LAW ENFORCEMENT SERVICES**

This Interlocal Agreement between Clark County and the City of La Center for Law Enforcement Services (the "Agreement"), is entered into by and between Clark County, a political subdivision of the State of Washington (hereinafter referred to as the "COUNTY"), and the City of La Center, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY").

WITNESSES THAT:

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 within its boundaries; and

WHEREAS, the COUNTY, through the Clark County Sheriff's Office (herein after referred to as the "SHERIFF") provides law enforcement services to the citizens of Clark 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, through the SHERIFF, will provide quality law enforcement services to the CITY and its inhabitants; and

WHEREAS, the COUNTY agrees to render such law enforcement services, through the SHERIFF.

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

SERVICE REQUIREMENTS

1.0 SERVICE REQUIREMENTS. In consideration of the compensation provided in Paragraph 6 and Addendum 2, The COUNTY will provide law enforcement services within the CITY rendering such services in the same manner, and with the same equipment, and at a level of services not less than that customarily provided by the COUNTY in unincorporated Clark County unless otherwise set forth herein:

1.1 PATROL SERVICES. The COUNTY will provide Police Patrol (“patrol services”) as the first response for the enforcement of state law and CITY criminal, traffic, and civil infraction ordinances. Patrol services shall include reactive patrols to respond to calls for service from residents and businesses, proactive patrols to prevent and deter criminal activity, and traffic patrols to enforce applicable state traffic codes. The deputies assigned under this Agreement will provide patrol services within the City of La Center throughout their scheduled work shifts except for emergency responses as necessary outside the city limits.

1.2 INVESTIGATIVE SERVICES. Investigative Services shall consist of criminal investigations by deputies/detectives investigating all detected and reported crimes which are customarily provided by the COUNTY in the surrounding unincorporated portions of Clark County.

1.3 SPECIAL SERVICES. The COUNTY will provide Special Services as needed or requested by the CITY, that may include but are not limited to: K-9 patrol, SWAT, bomb disposal, sex offender registration, dive team, and volunteer community crime prevention.

1.4 SUPPORT SERVICES. The COUNTY will provide Support Services that include planning & research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, purchasing, risk management, and internal investigations.

1.5 RECORDS SERVICES. The COUNTY will provide records management services to the CITY and shall maintain, archive, and destroy records in accordance with the State of Washington Secretary of State’s Local Government Common Records Retention Schedule (CORE).

1.6 EVIDENCE SERVICES. The COUNTY will process, maintain evidence, and destroy property collected as a result of investigations occurring within the CITY in the same manner used for SHERIFF investigations occurring within the unincorporated areas of Clark County.

1.7 SUPPLEMENTAL SERVICES. The COUNTY will provide additional patrol deputies on a part-time basis as requested by the CITY with advance notice for special community events such as parades and other community events. The CITY will pay the COUNTY for these supplemental services in addition to the Compensation set forth in Paragraph 1, at the “Special Events” rate for these supplemental services in effect on the date of the services.

1.8 TIMELINE. The COUNTY and CITY recognize the complexities of transitioning from a City Police Department to a CITY contracting to the COUNTY for law enforcement services. The CITY and COUNTY agree to the implementation schedule as outlined in Addendum 1 attached hereto.

ORGANIZATION

2.0 ORGANIZATION. The COUNTY will provide the services identified in Section 1.0 through the following organization:

2.1 CHIEF OF POLICE. After considering the advice and recommendations of the CITY, the COUNTY, through the elected SHERIFF or his/her designee, will designate a SHERIFF’S Commander to act as the La Center Chief of Police. The Chief of Police will be assigned full time to the CITY and in consultation with the Mayor, set minimum service levels, attend City Council and other public meetings as required, prepare budget recommendations, schedule employees, maintain integrity of records and evidence, and generally manage law enforcement

activities on behalf of the CITY. The Mayor, in periodic consultation with the SHERIFF or Undersheriff, shall maintain the authority to define law enforcement issues and priorities within the CITY and communicate law enforcement issues to the Chief of Police or his designee.

2.2 ASSIGNED DEPUTY SHERIFF PERSONNEL. The COUNTY will assign fully commissioned deputy sheriffs to the CITY as shown in Addenda 1 and 2. These deputies will be dedicated to addressing the law enforcement needs of the CITY by performing patrol, investigative, or special services within the CITY under the supervision of routine, daily duties, of a SHERIFF'S Sergeant, or the supervisor/sergeant of specialized units (as circumstances require), and at the administrative level by the Commander assigned as the La Center Chief of Police. The deputy sheriffs assigned to the CITY will work shifts described under the COUNTY'S Collective Bargaining Agreement that ensure coverage as provided within the contract and its addenda.

2.3 JOINT USE OF POLICE DEPARTMENT FACILITY. Since both the COUNTY and the CITY will benefit from the use of the existing Police Department facility by SHERIFF'S deputies assigned to patrol the CITY and SHERIFF'S deputies assigned to the surrounding unincorporated COUNTY area, the CITY authorizes the COUNTY'S use of the Police Department facility for law enforcement purposes. The CITY retains its rights to use the Police Department facility in any manner that is not inconsistent with the COUNTY'S use.

2.4 CITY OF LA CENTER AS ASSIGNED WORK LOCATION. Assigned personnel identified in Sections 2.1, 2.2, and 2.3 above shall provide the described services exclusively within the identified City of La Center as defined in Addendum 3, provided that personnel may be directed to duties outside the city limits in cases of an emergency. When reasonable, the on-duty SHERIFF'S Supervisor will inform the La Center Chief of Police if the CITY is going to be without patrol coverage for an extended period so the Chief of Police can inform the Mayor.

2.5 MARKING OF VEHICLES AND UNIFORMS. The vehicles and uniforms of the Commander designated as the Chief of Police and deputies assigned to the CITY under this Agreement will display identification of the COUNTY. The COUNTY will determine the form of identification for vehicles and uniforms, upon consultation with the CITY. The COUNTY may with the permission of the CITY, identify those deputies or vehicles providing services to the CITY under this agreement with special markings or other means of identification.

2.6 CONTACT PERSONS. The CITY and the SHERIFF will each appoint a representative responsible for this Agreement's administration. Unless otherwise designated in writing, the CITY'S contact person will be the La Center Mayor. The SHERIFF'S contact person will be the Undersheriff.

REPORTING

3.0 REPORTING

3.1 REPORTING DISTRICTS. The COUNTY will maintain reporting districts that allow for the analysis of data within the CITY. This will allow the CITY calls for service to be separated from COUNTY calls for service outside the CITY. This will allow for the accurate billing of SWAT and CRESA services, and the review of deputy workload, calls for service, criminal and traffic activity, and response times.

3.2 NOTIFICATION TO MAYOR. The Mayor will provide the Chief of Police with a list of

events that the Mayor considers significant criminal occurrences. The Chief of Police or designee will promptly notify the Mayor in the event of a significant criminal occurrence or other significant law enforcement/public safety event within the CITY.

3.3 ACTIVITY REPORTS. Each month, the COUNTY will provide reports to the CITY, through the Chief of Police, on criminal and traffic activity within the CITY limits, calls for service, and response times. These reports will be developed in coordination with the Mayor or designee. The deadline for these reports is the 15th of the Month for the proceeding month's information.

3.4 STAFFING REPORTS. Each year by December 31st, the COUNTY will provide a report to the CITY through the Chief of Police on the staffing levels provided to the CITY under this Agreement and any periods of staffing absences for purposes of contract adjustments as provided in Addendum 2.

3.5 MEDIA RELEASES. The SHERIFF's Press Information Officer and/or Communications Manager in consultation with the CITY will prepare news releases concerning significant criminal occurrences or other significant law enforcement/public safety events within the CITY, will send a copy to the Mayor or the Mayor's designee and to the Chief of Police. The supervising Sergeant, Chief of Police, or the SHERIFF's Press Information Officer/Communications Manager in consultation with the CITY will prepare media releases concerning more routine law enforcement activities conducted by or involving deputies assigned to the CITY under this Agreement. Information concerning performance under this Agreement shall not be released to the media by either party without first discussing the issues involved with the other party.

PERSONNEL AND EQUIPMENT

4.0 PERSONNEL AND EQUIPMENT.

4.1 INDEPENDENT CONTRACTOR. The COUNTY is acting hereunder as an independent contractor so that:

4.2 SERVICE PROVIDED BY COUNTY EMPLOYEES. All County employees rendering services hereunder shall be considered employees of the COUNTY for all purposes.

4.3 CONTROL OF PERSONNEL. Except for defining enforcement issues and priorities, the COUNTY shall control the conduct of personnel, including standards of performance, discipline, and all other aspects of performance.

4.4 CHIEF OF POLICE WORK SCHEDULE. The CITY shall establish the work schedule of the Chief of Police in accordance with the labor agreement executed between Clark County and the Clark County Sheriff's Administrator's Guild and determine enforcement issues and priorities of the Chief of Police appointed pursuant to paragraph 2.1.

4.5 OPERATIONAL CONTROL BY CHIEF OF POLICE. Operational control of personnel, including but not limited to establishing work shifts and schedules, assignments, training requirements, overtime, etc. shall be the responsibility of the Chief of Police. Notwithstanding terms and conditions contained in this Agreement, such operational control shall be consistent with provisions contained in the SHERIFF's Office General Orders and any applicable labor agreements. The CITY Chief of Police will attend and participate in various regional law enforcement committees and events, doing so in representation of the public safety interests specific to the CITY. Upon

incident-specific approval of the Mayor or the City Council as required by the CITY's regulations, and consultation with the SHERIFF'S Chief Enforcement Deputy, the Chief shall also have the authority to sign various regional agreements involving the CITY as a regional law enforcement agencies group member. This effort shall be undertaken to represent the public safety interests specific to the CITY.

4.6 CITY RIGHT TO REQUEST REPLACEMENT OF PERSONNEL. The CITY shall have the right to require the COUNTY to replace COUNTY personnel assigned to provide services under this Agreement for reasonable cause. "Reasonable cause" shall include, but not be limited to, the following:

Documented inability to correct performance deficiencies without resorting to formal discipline; an abrasive style that generates multiple citizen complaints over an extended period of time; an inability or unwillingness to perform law enforcement duties required by the CITY that are not normally performed by SHERIFF'S deputies in unincorporated Clark County; non-responsiveness to the CITY issues and priorities as identified under paragraph 2.1; a vote of no-confidence passed by the City Council.

4.7 REPLACEMENT OF CHIEF OF POLICE. The Chief of Police designated under paragraph 2.1 may be replaced in the following manner:

4.7.1 CITY REQUEST. The COUNTY will replace the Chief of Police designated under paragraph 2.1 within sixty (60) days of receipt of a written request from the CITY outlining the reasons for said request. Any written request for replacement of the Chief of Police shall be delivered to the SHERIFF personally or by certified or registered mail.

4.7.2 COUNTY REQUEST. The COUNTY may replace the Chief of Police designated under paragraph 2.1, provided, the Commander currently serving as Chief of Police has been assigned to the CITY in that capacity for one (1) consecutive year; or the Commander assigned to the CITY as Chief of Police has been promoted to a higher rank within the SHERIFF'S Office; or the CITY agrees to the COUNTY's request to replace the Commander; or the COUNTY determines the move is in the best interests of the COUNTY or the CITY, based upon the outcome of a review of the Police Chief's performance between the CITY and the SHERIFF'S Office.

The COUNTY will provide the CITY with a minimum of 60 days' notice of its intent to replace the Commander assigned to the CITY. If replacement is a result of the Commander being promoted to a higher rank within the SHERIFF'S Office, the CITY may retain the person assigned beyond 60 days by paying the COUNTY the difference in salary and benefits between Commander and the higher-ranking position.

When the Chief of Police is replaced pursuant to this section, the COUNTY will provide the replacement Commander to the CITY a minimum of two weeks prior to the actual transfer in order to ensure an effective transition.

4.8 CHIEF OF POLICE: TEMPORARY REPLACEMENT. If the Police Chief assigned to the CITY is absent or expected to be absent from duty for any reason exceeding a period of fifteen (15) consecutive workdays, the COUNTY will provide an interim Police Chief at the rank of Commander or above, as soon as possible, but not later than the sixteenth (16th) workday until such time as the Police Chief assigned to the CITY is able to return to his/her duties as Police Chief.

4.9 TEMPORARY REPLACEMENT COST. Costs related to all staffing resources assigned

under this Agreement will be billed to the CITY in accordance with the budget schedule set forth in Addendum 2.

4.10 DEATH OR TOTAL DISABILITY OF CHIEF OF POLICE. In the event of the designated Chief of Police's death or total disability, the COUNTY will provide a replacement Chief of Police as soon as reasonably practicable.

4.11 TRANSFER OF EQUIPMENT. Upon the signing of this agreement, and by mutual agreement, the CITY and COUNTY will identify the training materials, supplies, radios, weapons, tasers, vehicles, and any other items that the CITY and COUNTY wish to transfer to the COUNTY to provide law enforcement services and the agreed credit value of such equipment. The COUNTY shall credit the value of all equipment transferred toward the start-up costs as outlined in Addendum 1, which are the responsibility of the CITY. An inventory list of the transferred equipment shall be maintained with a copy provided to the La Center City Clerk. All other equipment shall remain the property of the CITY.

PERFORMANCE REVIEW

5.0 PERFORMANCE REVIEW SCHEDULE. The SHERIFF or the SHERIFF'S designee shall meet with the CITY as needed and at least annually to discuss performance under this Agreement. The CITY shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications.

COMPENSATION

6.0 COMPENSATION.

6.1 CONTRACT AMOUNT. In consideration for the services level provided by the COUNTY as set forth herein, the CITY shall pay the COUNTY a monthly sum equal to one-twelfth of the amount determined to be the annual total provided in Addendum 2. The contract amount will increase no more than 4% each year with a reexamination of the contracted annual increases at every five-year period. The annual contract amount in any year may be offset by the amount of any credits related to staff unavailability during the previous year as provided in Addendum 2.

6.2 BILLING. The CITY will be billed in equal monthly amounts for services rendered. Payments are due within 30 days after invoicing by the COUNTY. Payment shall be made to:

Clark County Sheriff's Office
Finance Division
707 West 13th Street
P.O. Box 410
Vancouver, WA. 98666

6.3 ADJUSTMENT TO LEVEL OF STAFFING OR SERVICES - CITY. In the event the CITY is unable to fund this Agreement in its entirety, the CITY will notify the COUNTY in writing at least 30 days prior to any changes regarding the level of staff or services, and related capital equipment. Any changes to the Agreement under this paragraph shall result in a credit to the contract amount as set forth in Addendum 2 or as otherwise agreed by the Parties

6.4 ADJUSTMENT TO LEVEL OF STAFFING OR SERVICES - COUNTY. In the event the COUNTY is unable to staff this Agreement in its entirety, the COUNTY will notify the CITY in writing at least 30 days prior to any changes regarding the level of staff or services. The COUNTY shall make its best efforts to provide staffing levels requested by the CITY. Any changes to the Agreement under this paragraph shall result in a credit to the contract amount as set forth in Addendum 2 or as otherwise agreed by the Parties

CITY RESPONSIBILITIES

7.0 CITY RESPONSIBILITIES. In support of the COUNTY providing the services described in Sections 1 and 2 above, the CITY promises:

7.1 MUNICIPAL AUTHORITY. To hereby confer municipal police authority on such COUNTY deputies as might be engaged hereunder in enforcing CITY municipal codes within CITY boundaries, for the purposes of carrying out this Agreement.

7.2 CRIMINAL JUSTICE SYSTEM SERVICES (JAIL, PROSECUTION, DISTRICT COURT, BATTLE GROUND MUNICIPAL COURT, CRESA AND ASSIGNED COUNSEL). To provide for criminal justice system support under this Agreement that are directly attributable to the enforcement of state and municipal laws within CITY limits, including Agreements for COURT SERVICES.

7.3 CITY PROVIDES SPECIAL SUPPLIES. To supply at its own cost and expense any special supplies, stationery, notices, forms, equipment, uniforms, or other specialized supplies required by the CITY or required to be issued in the name of the CITY.

7.4 CRESA CONTRACT. To maintain its contract with CRESA for radio communication, dispatch services, and CAD/RMS terminal access and maintain the use of the 800 MHz Radio System.

7.5 CIVILIAN SUPPORT STAFF. The CITY assumes the cost of providing civilian support staff assigned to the CITY to provide citizen services, such as: issuing concealed pistol licenses, fingerprinting, responding to citizen inquiries, public records disclosure, and other needs of the CITY, as determined by the CITY and COUNTY during the term of this Agreement.

7.6 CITY MAINTAINS POLICE FACILITY. To maintain, a police department facility and its related utilities, janitorial services, furnishings, fixtures, in substantially the same size and condition of the existing police department facility, and any CITY owned equipment at the same level of maintenance as other CITY owned and operated buildings and equipment.

CONTRACTS WITH OTHER AGENCIES

8.0 CONTRACTS WITH OTHER AGENCIES. Recognizing that the CITY retains the authority to provide law enforcement and criminal justice services to its citizens, this Agreement shall not be constructed as an exclusive Agreement for law enforcement services or criminal justice services with the COUNTY. The CITY shall retain the right to have its own police force or contract for additional or different enforcement services and criminal justice services with other agencies. The CITY shall provide 365 days' notice of its intent to have its own police force or contract for additional enforcement services and criminal justice services with other agencies.

DURATION OF AGREEMENT

9.0 DURATION.

This Agreement will govern law enforcement services provided by the COUNTY to the CITY from the date of final signatures through May 31, 2029, and any extensions, unless terminated earlier by either party as outlined in Section 10 or unless termination is necessary due to a lack of sufficient legislative appropriation by either party. Pursuant to RCW 39.34.040, this Agreement will be filed with the Clark County Auditor. By mutual agreement, the law enforcement services under this agreement may be extended for additional five-year periods.

TERMINATION OF AGREEMENT

10.0 TERMINATION.

Either party may terminate during any term of this Agreement or any extension thereto at any time as follows:

10.1 WRITTEN NOTICE REQUIRED. The party desiring to terminate this Agreement shall provide written notice to the other party with one (1) year notice of its intent to terminate and request for a transition plan.

10.2 TRANSITION PLAN. Upon receipt of such notice, the parties agree to commence work on, and complete within one-hundred eighty (180) days, a plan for the orderly transition of law enforcement responsibilities from the COUNTY to the CITY over a minimum time frame of twelve (12) months. The transition plan shall identify and address personnel, capital equipment, workload, responsibility for on-going investigations, and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan. The minimum time frame to complete and implement a transition plan may be shortened as necessary if this Agreement is terminated due to lack of legislative appropriation by either party.

10.3 FINAL NOTICE OF INTENT TO TERMINATE. Upon completion of a mutually agreed transition plan, or no less than one-hundred eighty (180) days from termination if agreement on a transition plan cannot be reached, or as necessary if this Agreement is terminated due to lack of legislative appropriation, either party may provide official final written notice of its intent to terminate this Agreement consistent with the contents of the transition plan, or as necessary due to lack of legislative appropriation.

10.4 RETURN OF EQUIPMENT AND FUNDS.

Upon termination of this Agreement, the COUNTY shall deliver to the CITY all equipment used to provide services to the CITY under this Agreement that was purchased (either directly or through reimbursement) with CITY funds. The COUNTY shall also deliver to the CITY any funds in Equipment Rental and Revolving (ER&R) or other reserve accounts accumulated for future vehicle or equipment purchases on behalf of the CITY.

NOTICES REGARDING THIS AGREEMENT

11.0 NOTICES. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified or registered mail to the following:

Any notice to CLARK COUNTY shall be sent or delivered to:

Clark County Sheriff
Clark County Sheriff's Office
707 West 13th Street
P.O. Box 410
Vancouver, WA. 98666

Any notice to the CITY OF LA CENTER shall be sent or delivered to:

La Center Mayor
City of La Center
214 East 4th Street
La Center, WA. 98629

INDEMNIFICATION

12.0 INDEMNIFICATION.

12.1 COUNTY RESPONSIBILITY. The COUNTY shall protect, save harmless, indemnify and defend the CITY, its elected and appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or COUNTY employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the COUNTY or its elected or appointed officials, officers, employees or agents, in performance of this Agreement, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the CITY, its elected or appointed officials, officers, employees or agents.

12.2 CITY RESPONSIBILITY. The CITY shall protect, save harmless, indemnify and defend the COUNTY, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or CITY employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the CITY or its elected or appointed officials, officers, employees or agents in performance of this Agreement, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the COUNTY, its elected or appointed officials, officers, employees or agents.

12.3 CITY ORDINANCES. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility

that arises in whole or in part from the existence or effect of CITY ordinances, rules or regulations. In any cause, claim, suit, action or administrative proceeding in which the enforceability and/or validity of any such CITY ordinance, rule or regulation is at issue, the CITY shall defend on that issue at its sole expense, and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, on that issue, the CITY shall satisfy the same, including all chargeable costs and attorney's fees, attributable to the existence or effect of a CITY ordinance, rule, or regulation. In any such cause, claim, suit, or action, each party shall otherwise remain responsible for its own acts or omissions, as well as those of its elected and appointed officials, officers, employees and agents, as provided in paragraphs 12.1 and 12.2 to this Agreement.

12.4 DEFENSE OF LAWSUITS. The CITY and COUNTY agree, to the extent reasonably possible, and consistent with the best interests of their respective jurisdictions, (1) to negotiate in good faith, as soon as practicable after notice of any claim or action, related to proceeding in any joint defense; and (2) to cooperate in the defense of any lawsuit arising out of the law enforcement services contemplated by this Agreement and (3) wherever possible, to share non-attorney fee-related costs such as record gathering, trial preparation, retention of expert witnesses and the costs of deposition and transcription. In the event of negligence of more than one party, each Party shall be responsible for its proportionate share of damages and/or award attributable to the Party.

AUDITS AND INSPECTIONS

13.0 AUDITS AND INSPECTIONS. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or the CITY during the term of this Agreement and for a period of three (3) years after termination.

AMENDMENTS TO THIS AGREEMENT

14.0 AMENDMENTS. This Agreement may be amended at any time by mutual written agreement of the parties with the same formalities as required for execution of this Agreement.

THIRD-PARTY BENEFICIARY

15.0 NO THIRD-PARTY BENEFICIARY. The COUNTY and the CITY agree that this Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either the COUNTY or the CITY.

LEGAL REQUIREMENTS

16.0 LEGAL REQUIREMENTS. Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

16.1 VENUE. The laws of the State of Washington shall apply to the construction and enforcement of this agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Clark County, Vancouver, Washington.

16.2 WAIVER OF DEFAULT. Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the COUNTY, which shall be attached to the original Agreement and filed with the COUNTY Auditor.

16.2.5 Official bond.

Any person before entering upon the duties of the CITY police chief shall take an oath of office for the faithful performance of his or her duties and shall execute and file with the clerk of the CITY Council a bond in favor of the CITY in the amount of no less than \$50,000. The premium on such bond shall be paid by the CITY. [Ord. 2022-07 § 1, 2022.]

16.3 DISPUTE RESOLUTION.

In the event differences between the CITY and the COUNTY should arise over the terms and conditions of this Agreement, the SHERIFF and the Mayor, or their respective designees, shall attempt to resolve any problems on an informal basis. If the problem cannot be resolved informally, the matter shall be referred to mediation for resolution. If mediation is not successful, either party may institute legal action to enforce the terms and conditions of this Agreement. The prevailing party in any legal action shall be entitled to reasonable attorney's fees and court costs.

16.4 ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

16.5 SEVERABILITY CLAUSE. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

INSURANCE

17.0 INSURANCE

17.1 INSURANCE - COUNTY RESPONSIBILITY. During the term of this Agreement, the COUNTY shall maintain and keep in effect a policy or policies of public liability and property damage insurance and police professional liability insurance for injuries to persons and property in an amount of no less than Ten Million Dollars (\$10,000,000) per occurrence and Twelve Million Dollars (\$12,000,000) aggregate. Such insurance shall be primary to any insurance maintained by the CITY.

17.2 INSURANCE - CITY RESPONSIBILITY. During the term of this Agreement, the CITY shall maintain and keep in effect a policy or policies of public liability and property damage insurance and police professional liability insurance for injuries to persons and property in an amount of no less than Ten Million Dollars (\$10,000,000) per occurrence and Twelve Million Dollars (\$12,000,000) aggregate. Such insurance shall be primary to any insurance maintained by the COUNTY.

NON-DISCRIMINATION

18.0 NON-DISCRIMINATION. In the performance of this Agreement, each Party will comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended.

The parties will not discriminate on the grounds of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, the presence of any sensory, mental, or physical handicap, or any other basis not reasonably related to the accomplishment of a legitimate governmental purpose and shall take whatever affirmative action necessary to accomplish this purpose as defined in the state and federal constitutions and applicable court interpretations.

In the event of noncompliance or refusal to comply with the above provisions, this agreement may be rescinded, canceled, or terminated in whole or in part and the Parties declared ineligible for further agreement. The Parties shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with a dispute procedure set forth herein.

Addendum 1

THIS ADDENDUM WILL CONTAIN THE TRANSITION SCHEDULE FOR ADDING SHERIFF'S OFFICE EMPLOYEES TO THE LA CENTER LAW ENFORCEMENT SERVICES AGREEMENT.

Start-up costs 4.11

"The COUNTY shall credit the value of all equipment transferred toward the start-up costs outlined in Addendum 1, which are the responsibility of the CITY."

The transition schedule will include a payment schedule as personnel are added to the City of La Center.

For context related to how our billing and onboarding is structured, our deployment plan would be the following:

A. During previously agreed temporary MOU

- 1st pair of deputies – deployed April 2024 (during temporary MOU) billing has been month to month
- Enforcement Commander assigned as Acting Police Chief – deployed April 2024 (during temporary MOU) billing has been month to month. The Acting Chief of Police will be in place as the temporary MOU concludes and until the replacement Chief of Police is selected and installed, as per section "2.1 CHIEF OF POLICE".

B. Upon signatory completion by all parties of this ILA

- Chief of Police to be selected and installed within 60 days
- 2nd pair of deputies – deployed Feb 2025 (sooner if staffing allows)
 - For 2024, we will maintain coverage for the second pair of deputies' staffing position by utilizing overtime provided by CCSO, Washougal and/or Ridgefield with the costs invoiced separately to the CITY.
- 1 Support Specialist III – deployed Feb 2025 (sooner if staffing allows)
 - Training for the SSIII may begin in 2024 if staffing allows

Addendum 2

THIS ADDENDUM WILL CONTAIN A 5-YEAR BREAKDOWN OF ANNUAL BUDGET COST WITH NO MORE THAN A 4% COST INCREASE ANNUALLY.

For any period of time that personnel not in the city for extended time. "In the event of unavailability of County staff assigned under this Agreement that exceeds 14 days in any one year for any one staff person and not backfilled by the County with other County staff, as provided for in Paragraphs 2.4, 4.8, 4.10, or 6.4. or in the event the City initiates a change in the level of service under paragraph 6.3, the City will be entitled to a credit of \$216.65 for each day that staff is not available, at a rate of \$351.22 for deputies and \$568.35 for Chief of Police.

Front Loaded Schedule							
	2024	2025	2026	2027	2028	2029	Total
Chief Total	\$162,696.84	\$235,903.84	\$244,533.59	\$253,508.54	\$262,842.48	\$204,412.33	\$1,363,897.62
Deputies Total	\$497,359.35	\$562,774.08	\$635,267.17	\$657,452.26	\$680,524.75	\$528,390.11	\$3,561,767.72
SSIII Total	\$607.69	\$79,078.00	\$82,503.50	\$85,793.14	\$89,214.38	\$69,644.94	\$406,841.65
Total	\$660,663.88	\$877,755.92	\$962,304.27	\$996,753.94	\$1,032,581.61	\$802,447.38	\$5,332,506.99

Startup Costs	Amount
Officer Equipment (For each Deputy and Chief)	\$18,795.34
Vehicle (For each Deputy and Chief)	\$87,000.00
Support Specialist III	\$607.69
Total	\$105,795.34

Position	Standard Daily Rate 2024	Special Event Hourly Rate 2024
Chief / Commander	\$568.35	\$112.46
Deputy	\$351.22	\$76.79
Sergeant	NA	\$97.79
SSIII	\$216.65	NA

LA Center Costing			
Ledger Account	Deputy	Chief	Support Specialist III
5010000 - Salaries and wages	\$101,299.00	\$164,840.00	\$56,493.00
5040000 - State Retirement (PERS/LEOFF)	\$5,369.00	\$17,127.00	\$5,870.00
5200000 - Benefits - Payroll Taxes	\$6,281.00	\$12,973.00	\$4,446.00
5200000 - Benefits - Payroll Taxes	\$1,469.00		
5200000 - Benefits - Payroll Taxes	\$517.00		
5220000 - EAP Premium	\$34.00	\$34.00	\$34.00
5221000 - Medical Insurance	\$10,728.00	\$9,764.00	\$9,764.00
5222000 - Industrial Insurance	\$1,951.00	\$1,951.00	\$1,951.00
5223000 - Dental Insurance	\$490.00	\$459.00	\$459.00
5230000 - Life Insurance	\$58.00	\$298.00	\$61.00
5236000 - Disability Insurance		\$1,195.00	\$410.00
Total	\$128,196.00	\$207,446.00	\$79,078.00

LA Center Costing Cont.

One Time and Startup Costs	Deputy	Chief	Support Specialist III
Academy Uniforms and Supplies (BDUs, shirts, mouthguards, gloves, etc.)	\$465.85	\$465.85	\$0.00
Standard Uniform (BDUs Trousers Jacket, Boots, Tie, etc.)	\$1,588.18	\$1,588.18	\$607.69
Standard Enforcement Equipment (Armor, pistol, taser, BWC, etc.)	\$9,691.31	\$9,691.31	\$0.00
Vehicle	\$87,000.00	\$87,000.00	\$0.00
Fleet 3	\$2,750.00	\$2,750.00	\$0.00
MDC	\$3,300.00	\$3,300.00	\$0.00
MDC Mount	\$1,000.00	\$1,000.00	\$0.00
Total	\$105,795.34	\$105,795.34	\$607.69

Annual Costs	Deputy	Chief	Support Specialist III
ER and R - Academy Uniforms and Supplies (BDUs, shirts, mouthguard, gloves, etc)	\$310.00	\$310.00	\$0.00
ER and R - Standard Uniform (BDUs Trousers Jacket, Boots, Tie, etc)			\$349.84
ER and R - Standard Enforcement Equipment (Armor, pistol, taser, BWC, etc)	\$1,200.00	\$1,200.00	\$0.00
Vehicle	\$16,000.00	\$16,000.00	\$0.00
Fleet 3	\$550.00	\$550.00	\$0.00
Axon Prof. License			\$0.00
MDC	\$660.00	\$660.00	\$0.00
Data and Cell Fees	\$1,440.00	\$1,440.00	\$0.00
Total	\$20,160.00	\$20,160.00	\$349.84

***The Standard Daily Rate and Special Event Hourly Rate will be adjusted annually, in alignment with other provisions of this contract, to reflect any additional increases resulting from changes in wages or benefits**

Schedule of Costs

	2024		2025		2026		2027		2028		2029		Contract Total
	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	
Chief Salary and Benefits	\$17,287	\$51,862	\$17,979	\$215,744	\$18,698	\$224,374	\$19,446	\$233,349	\$20,224	\$242,682	\$21,032	\$189,292	\$1,157,302
Chief Start Up	\$0	\$105,795	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,795
Chief ER&R	\$1,680	\$5,040	\$1,680	\$20,160	\$1,680	\$20,160	\$1,680	\$20,160	\$1,680	\$20,160	\$1,680	\$15,120	\$100,800
Chief Total	\$0	\$162,697	\$0	\$235,904	\$0	\$244,534	\$0	\$253,509	\$0	\$262,842	\$0	\$204,412	\$1,363,898

Deputy 1 Salary and Benefits	\$10,683	\$32,049	\$11,110	\$133,324	\$11,555	\$138,657	\$12,017	\$144,203	\$12,498	\$149,971	\$12,998	\$116,978	\$715,181
Deputy 1 Start Up	\$0	\$105,795	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,795
Deputy 1 ER&R	\$1,680	\$5,040	\$1,680	\$20,160	\$1,680	\$20,160	\$1,680	\$20,160	\$1,680	\$20,160	\$1,680	\$15,120	\$100,800
Deputy 1 Total	\$12,363	\$142,884	\$12,790	\$153,484	\$13,235	\$158,817	\$13,704	\$164,363	\$14,178	\$170,131	\$14,678	\$132,098	\$921,777

Deputy 2 Salary and Benefits	\$10,683	\$32,049	\$11,110	\$133,324	\$11,555	\$138,657	\$12,017	\$144,203	\$12,498	\$149,971	\$12,998	\$116,978	\$715,181
Deputy 2 Start Up	\$0	\$105,795	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,795
Deputy 2 ER&R	\$1,680	\$5,040	\$1,680	\$20,160	\$1,680	\$20,160	\$1,680	\$20,160	\$1,680	\$20,160	\$1,680	\$15,120	\$100,800
Deputy 2 Total	\$12,363	\$142,884	\$12,790	\$153,484	\$13,235	\$158,817	\$13,704	\$164,363	\$14,178	\$170,131	\$14,678	\$132,098	\$921,777

Deputy 3 Salary and Benefits	\$0	\$0	\$11,110	\$111,103	\$11,555	\$138,657	\$12,017	\$144,203	\$12,498	\$149,971	\$12,998	\$116,978	\$660,912
Deputy 3 Start Up	\$0	\$105,795	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,795
Deputy 3 ER&R	\$0	\$0	\$1,680	\$16,800	\$1,680	\$20,160	\$1,680	\$20,160	\$1,680	\$20,160	\$1,680	\$15,120	\$92,400
Deputy 3 Total	\$0	\$105,795	\$12,790	\$127,903	\$13,235	\$158,817	\$13,704	\$164,363	\$14,178	\$170,131	\$14,678	\$132,098	\$859,107

Deputy 4 Salary and Benefits	\$0	\$0	\$11,110	\$111,103	\$11,555	\$138,657	\$12,017	\$144,203	\$12,498	\$149,971	\$12,998	\$116,978	\$660,912
Deputy 4 Start Up	\$0	\$105,795	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$105,795
Deputy 4 ER&R	\$0	\$0	\$1,680	\$16,800	\$1,680	\$20,160	\$1,680	\$20,160	\$1,680	\$20,160	\$1,680	\$15,120	\$92,400
Deputy 4 Total	\$0	\$105,795	\$12,790	\$127,903	\$13,235	\$158,817	\$13,704	\$164,363	\$14,178	\$170,131	\$14,678	\$132,098	\$859,107

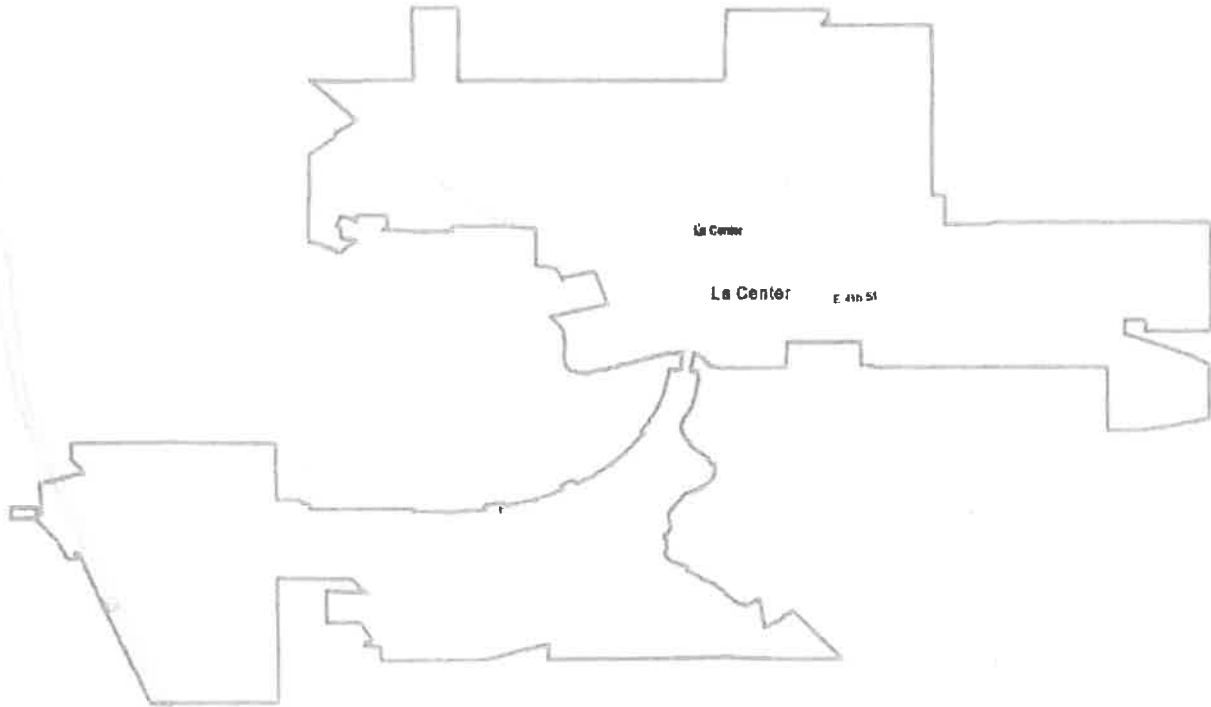
Support Specialist III Salary and Benefits	\$0	\$0	\$6,590	\$79,078	\$6,853	\$82,241	\$7,128	\$85,531	\$7,413	\$88,952	\$7,709	\$69,383	\$405,184
Support Specialist III Start-Up	\$0	\$608	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$608
Support Specialist III ER&R	\$0	\$0	\$29	\$262	\$29	\$262	\$29	\$262	\$29	\$262	\$29	\$262	\$1,050
Sup. Spec. III Total	\$0	\$608	\$29	\$79,078	\$29	\$82,504	\$29	\$85,793	\$29	\$89,214	\$29	\$69,645	\$406,842

Annual Totals	\$0	\$660,664	\$877,756	\$962,304	\$996,754	\$1,032,582	\$802,447	\$5,332,507
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Addendum 3

THIS ADDENDUM WILL CONTAIN A MAP OF THE CITY OF LA CENTER.

La Center City Jurisdiction: The illustrated map shows the city limits of La Center.



CITY OF LA CENTER

By: 
Tom Sirobchik, Mayor

Date: Sept. 25th 2024

APPROVED AS TO FORM:


By: Janca Parker, La Center City Attorney

Date: 9/25/2024

SIGNATURE PAGE

ADOPTED this ___ day of ___, 2024.

Attest:

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Clerk to the Council

By: _____
Gary Medvigy, Chair

Approved as to Form Only:
Anthony F. Golik
Prosecuting Attorney

By: _____
Glen Yung, Councilor

Chief Civil Deputy Prosecuting Attorney
By: 
Leslie Lopez

By: _____
Michelle Belkot, Councilor

By: _____
Karen Dill Bowerman, Councilor

By: _____
Sue Marshall, Councilor

CLARK COUNTY SHERIFF

By: _____
John Horch, Sheriff

Date: _____