S-2015-21

INTERLOCAL GOVERNMENTAL CONTRACT

FOR

LAW ENFORCEMENT SERVICES

BETWEEN

THE TOWN OF METALINE FALLS, WASHINGTON

AND

PEND OREILLE COUNTY

January 1, 2016 - December 31, 2018

COPY

This Agreement is made this _____ day of _____ 2015, by and between the Sheriff of Pend Oreille County, hereinafter referred to as SHERIFF, and the Town of Metaline Falls, hereinafter referred to as TOWN. The Agreement is further entered into under the authority of RCW 39.34.080, and is intended to achieve a comprehensive service as to law enforcement to the citizens of Town.

The Parties agree as follows:

1. The term of this agreement shall be for a period of three (3) years, beginning January 1, 2016 thru December 31, 2018. Renewal of this Agreement may be made by endorsement thereto by each of the Parties, on or before date of expiration.

2. This agreement will be administered by the Sheriff of Pend Oreille County, who shall coordinate all activity with the Mayor of Town, who is by RCW 35.27, responsible for giving general directions to Town Law Enforcement Officers.

3. Sheriff shall provide Town with law enforcement services to the extent of those now being provided. Such services shall not include anything related to enforcement of Town Ordinances controlling dogs.

   The provision of law enforcement services is not defined further in that the Parties do not wish to limit the provision of those services and by custom and usage said enforcement has been self-defining.

   a. Pend Oreille County Sheriff's Deputies are hereby granted full authority to cite under State, County or Town statutes or ordinances as to misdemeanors or gross misdemeanors, and all civil infractions.
   b. Sheriff and Mayor shall meet from time to time in the furtherance of coordination of this agreement.
   c. Town will cooperate with Sheriff by providing all appropriate records and information as to the locally adopted ordinance and regulations.

d. At the termination hereof, any equipment, property or improvements utilized in relation hereto shall be the sole property of the party providing the equipment, property and improvement.

4. The Consideration for the execution of this Agreement and the provision of the services referred to herein shall be paid monthly:

For Calendar year 2016 – $16,000
For Calendar year 2017 – $16,240
For Calendar year 2018 – $16,484

5. The Sheriff agrees to indemnify and save harmless Town from all claims or actions arising directly or indirectly out of services provided, or to be provided, under the terms hereof. Sheriff will, in furtherance of this obligation, name Town as an "Added Insured" under the insurance coverage carried by Pend Oreille County. A Certificate of Insurance, evidencing this coverage will be provided and maintained by Sheriff and a copy delivered to Town. Coverage shall not include an excluding coverage as to actions between insureds.

Town of Metaline Falls

Tara Leininger, Mayor

Pend Oreille County Sheriff

Alan Botzheim, Sheriff

ATTEST:

Tina Swink, Town Clerk

APPROVED:

Pend Oreille County
Board of Commissioners

Steve Kiss, Chairman