

RESOLUTION NO. 2952

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LAW ENFORCEMENT ASSISTANCE AGREEMENT RELATING TO COMMUNICATIONS BETWEEN THE CITY OF SELAH AND YAKIMA COUNTY FOR 2023

WHEREAS, the City of Selah desires to continue dispatch services with the Yakima County Sheriff's Office for the calendar year 2023;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign the 2023 Law Enforcement Assistance Agreement relating to communications between the City of Selah and Yakima County.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of December, 2022.

ATTEST:



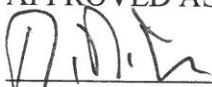
Dale Novobielski, Clerk Treasurer



Sherry Raymond, Mayor

RUSSELL CARLSON,
MAYOR PRO TEMPORE

APPROVED AS TO FORM:



Rob Case, City Attorney

SERVICES ASSISTANCE AGREEMENT

LAW ENFORCEMENT COMMUNICATIONS 2023

THIS AGREEMENT is entered into by and between the Yakima County Sheriff (hereinafter referred to as the Sheriff) and the City of Selah (hereinafter referred to as the City), to become effective on January 1, 2023.

IN CONSIDERATION of the mutual promise contained herein, the parties hereto do mutually agree as follows:

1. PURPOSE:

It is the purpose and intent of this agreement that the Sheriff, by and through his communications center, shall provide telephone, radio communication, and access service for the City during hours in which the City has no law enforcement radio personnel on duty.

2. AUTHORITY:

This agreement is entered into pursuant to the authority granted in RCW 39.34.080, the Interlocal Cooperation Act.

3. DUTIES OF THE SHERIFF:

It shall be the duty of the Sheriff to provide and make available phone and radio communication personnel and equipment sufficient to enable it to answer and relay all phone and radio communications for the city twenty-four hours a day.

The Sheriff will follow the City's alarm response policy and only confirm misdemeanor warrants with the City's contract jail.

4. DUTIES OF THE CITY:

It shall be the duty of the City to provide an open phone line capable of switching incoming calls to the City to the phone system of the Sheriff during hours when the City has no dispatchers on duty. The City shall also have radio equipment capable of receiving radio communication from and sending radio communication to the Communication center of the Sheriff. The City shall provide all codes and necessary data, in writing, to meet standards for entry into WACIC/NCIC.

5. PAYMENT:

For the services provided by the Sheriff, January 1, 2023, through December 31, 2023, the City shall pay the Yakima County Sheriff's Office a quarterly fee of twenty-seven thousand six hundred sixty-six dollars and 50 cents (\$27,666.50), for an annual cost of one hundred ten thousand six hundred sixty-six dollars and zero cents, (\$110,666.00).

The Sheriff shall bill the City on a quarterly basis with statements being sent to the City by the 10th of the month succeeding each quarter. Such statements will be payable by the end of the month in which they are received.

6. TERM:

The term of this agreement is January 1, 2023, through December 31, 2023.

7. MODIFICATION:

This contract may be modified only by written agreement of the parties.

8. TERMINATION:

This contract may be terminated only upon ninety days written notice by either party to the other, and then only because of a breach of the agreement or because the recited purpose of the contract becomes inapplicable.

9. PARTIES:

Both parties hereto shall carry out their responsibilities hereunder as independent agencies and neither, by virtue of this contract, shall be regarded as an agent of the other.

10. DISCLAIMER OF LIABILITY AND HOLD HARMLESS:

The City agrees to save and hold harmless the County from all claims and actions for liability arising from unlawful arrest, unlawful imprisonment, or any other claim resulting from the City's warrants being entered into WACIC/NCIC. The Sheriff's Office is not responsible for any actions of the City, its employees, volunteers, or designees.

Yakima County disclaims responsibility for malfunctions of the WACIC network and failure to enter or remove warrants, except for claims resulting directly from the negligence of Yakima County or its employees.

11. RADIO FREQUENCY RESOURCES:

Should the County Sheriff, at a later time, need the radio frequency resources currently available to the City of Selah to provide communication services for the City, the City agrees to make available to the County its available radio frequency. The frequency will remain the property of the City of Selah and be on loan to the County as long as this agreement is in effect, provided that if the City elects to recall the use of its radio frequency the county will have 12 months to make alternate arrangements.

12. SHERIFF'S COMMUNICATION USER'S GROUP:

The cost of providing communication services to the City shall be reviewed annually prior to the City adopting its final budget. This review process will involve the Yakima County Sheriff, and other users of the communication services known as the Sheriff's Communication User's Group.

This group will be a part of the process utilized to determine needed improvements, expansion of services and the future cost of providing those services to the various users.

Agreement Number:
City of Selah: Law Enforcement Communication Services Assistant Agreement 2023

DONE this 13th day of DECEMBER, 2022.

CITY OF SELAH

By: RUSSELL CARLSON
~~Sherry Raymond~~ RUSSELL CARLSON

Signature: [Signature]

Title: ~~Mayor~~ MAYOR PRO TEMPORE

Date: DECEMBER 13, 2022

Yakima County Department/Office
Washington

By: _____
Robert Udell

Department Head/Elected Official Signature

Title: Sheriff

Date: _____

ATTEST:

Julie Lawrence, Clerk of the Board
Erin Franklin, Deputy Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

Date: _____

BOARD OF YAKIMA
COUNTY COMMISSIONERS

Amanda McKinney, Chair

LaDon Linde, Commissioner

Ron Anderson, Commissioner
*Constituting the Board of County
Commissioners for Yakima County,*