

BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

**RESOLUTION AUTHORIZING
EXECUTION OF INTERLOCAL
AGREEMENT BETWEEN GRANT
COUNTY AND YAKIMA COUNTY
REGARDING LAW ENFORCEMENT
SERVICES RELATED TO WANAPUM
INDIAN VILLAGE**

015
RESOLUTION No. 17- -CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Grant County, Washington, by and through its Board of County Commissioners, and Yakima County, a political subdivision of the State of Washington, are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, Grant County and Yakima County provide law enforcement services through their respective Sheriff's Offices; and

WHEREAS, portions of the Wanapum Indian Village (hereafter "Village") fall within the jurisdiction of both Grant County and Yakima County; and

WHEREAS, Yakima County, by and through the Yakima County Sheriff's Office, desires to contract with Grant County, by and through the Grant County Sheriff's Office regarding provision of interim law enforcement services concerning those portions of the Village falling within the jurisdiction of Yakima County; and

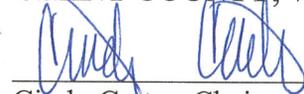
WHEREAS, Grant County and Yakima County desire to memorialize the agreement between the parties regarding provision of law enforcement services by the Grant County Sheriff's Office concerning those portions of the Village falling within the jurisdiction of Yakima County.

NOW, THEREFORE, BE IT RESOLVED, that the attached Interlocal Agreement Between Grant County and Yakima County Regarding Law Enforcement Services Related to Wanapum Indian Village be executed between Grant County and Yakima County.

PASSED AND ADOPTED this 21st day of August, 2017.

**BOARD OF COUNTY
COMMISSIONERS
GRANT COUNTY, WASHINGTON**

Yea Nay Abstain



Cindy Carter, Chair

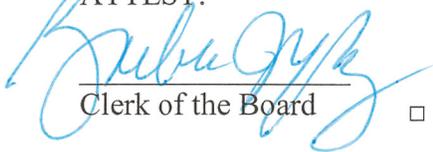


Richard Stevens, Vice-Chair



Tom Taylor, Member

ATTEST:



Clerk of the Board

**INTERLOCAL AGREEMENT BETWEEN GRANT COUNTY
AND YAKIMA COUNTY REGARDING LAW ENFORCEMENT SERVICES RELATED
TO WANAPUM INDIAN VILLAGE**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the following: GRANT COUNTY, WASHINGTON (“GRANT COUNTY”), a political subdivision of the State of Washington, by and through the Grant County Sheriff’s Office, and YAKIMA COUNTY, WASHINGTON (“YAKIMA COUNTY”), a political subdivision of the State of Washington, by and through the Yakima County Sheriff’s Office.

RECITALS:

WHEREAS, portions of the Wanapum Indian Village (“VILLAGE”) fall within the jurisdiction of both YAKIMA COUNTY and GRANT COUNTY; and

WHEREAS, the Yakima County Sheriff’s Office desires to contract with the Grant County Sheriff’s Office regarding provision of interim law enforcement services concerning those portions of the VILLAGE falling within the jurisdiction of YAKIMA COUNTY; and

WHEREAS, YAKIMA COUNTY and GRANT COUNTY desire to memorialize the agreement between the parties regarding provision of law enforcement services by the Grant County Sheriff’s Office concerning those portions of the VILLAGE falling within the jurisdiction of YAKIMA COUNTY.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

AGREEMENTS:

1. Services and Protocol.

- a. Whenever a person or persons require law enforcement services within that portion of the VILLAGE falling within the jurisdiction of YAKIMA COUNTY, it is anticipated such person or persons will call 911. Thereafter, such person or persons will be connected to MACC 911. At that stage, MACC 911 will then contact the appropriate agency for the purpose of response.
- b. In the event of **non-emergency incidents** (where no life is in danger, personal safety is not a concern, and personal property is not in danger), the following protocol shall be in place:

- i. MACC 911 will call the Yakima County Sheriff’s Office toll free at **1-800-572-0490**;

- ii. The Yakima County Sheriff's Office will then facilitate service for the incident (pursuant to a telephone report and/or a Yakima County Sheriff's Deputy may be involved or otherwise be dispatched for a non-emergency response);
 - iii. The Yakima County Sheriff's Office will electronically forward completed reports of all non-emergency VILLAGE incidents to the Grant County Sheriff's Office.
- c. In the event of **emergency incidents** (where life or safety is reported to be in immediate danger), or **priority incidents** (where personal property is reported to be in immediate danger), the following protocol shall be in place:
- i. Subsequent to a 911 call, MACC 911 will dispatch the closest Grant County Sheriff's Deputy or Deputies to the reported incident scene;
 - ii. MACC 911 will immediately notify the Yakima County Sheriff's Communications Center;
 - iii. The Grant County Sheriff's Office will have responsibility for the Priority or Emergency incident until the arrival of Yakima County Sheriff's Office personnel, who will then assume incident responsibility;
 - iv. Grant County Sheriff's Office personnel will provide further assistance, if needed, until life, safety and/or personal property are no longer in danger;
 - v. Grant County Sheriff's Office personnel will provide reports to the Yakima County Sheriff's Office on their response and activities regarding the incident as soon as reasonably possible after the incident;
 - vi. The responsible Yakima County Sheriff's Office Deputy will keep the Grant County Sheriff's Office apprised of any on-going danger or concern regarding the incident, at the completion of the on-scene investigation;
 - vii. The Yakima County Sheriff's Office will electronically forward to the Grant County Sheriff's Office all completed reports on Wanapum Indian Village emergency or priority incidents.

It is anticipated that the Grant County P.U.D. may need to obtain copies of reports on incidents through the Yakima County Sheriff's Office pursuant to public records law. Both parties to this agreement understand that Grant County P.U.D. will be directed to call the Yakima County Sheriff's Office Toll Free Line at **1-800-572-0490** and thereafter be transferred to appropriate Yakima County entity or agency for instructions.

2. Effective Date of Agreement. This Agreement shall be effective August 8, 2017, through December 31, 2019, unless otherwise terminated as set forth herein.

3. Termination. This Agreement may be terminated by either party on giving ninety (90) days advance notice in writing of its intention to do so.

4. Notices. All notices pursuant to this Agreement shall be in writing and shall be transmitted by facsimile or United States Postal service, postage prepaid. Any such notice is effective upon receipt by the party to whom the notice is directed. Proof of delivery via facsimile shall be sufficient upon

showing of a receipt of successful transmission produced by the sending facsimile machine and indicating the telephone number to which the transmission was sent, provided that the receipt indicates the transmission was sent to the phone number of the intended recipient.

Notices shall be sent to the following addresses unless written notice of a change of address has been given pursuant hereto:

To GRANT COUNTY: Sheriff Tom Jones
Grant County Sheriff's Office
P.O. Box 37
Ephrata WA 98823
(509) 754-2011

To YAKIMA COUNTY: Sheriff Brian Winter
Yakima County Sheriff's Office
PO Box 1388
Yakima, WA 98907
(509) 574-2500

5. Severability. If any term, provision, covenant or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

6. Indemnification. To the fullest extent permitted by law, GRANT COUNTY shall indemnify and hold harmless YAKIMA COUNTY, its officers, its commissioners, its agents and its employees from and against any liability, suits, claims, actions, damages, losses and expenses of whatsoever kind or nature including, but not limited to, attorney's fees and costs arising out of, in connection with, or incident to GRANT COUNTY's performance of the terms of this Agreement, including specifically claims or suits based in whole or in part of deficient or inadequate or negligent acts or omissions on the part of the GRANT COUNTY, its employees, and/or its agents and its/their performance under this Agreement. This indemnity shall also cover all losses, claims, expenses, attorney's fees, liabilities and judgments including those for personal injury or death or for damages to personal property, irrespective of whether in connection with such act or omission, it is alleged or claimed that negligence of YAKIMA COUNTY or its representatives or third parties caused or contributed thereto. This indemnity provision is not intended to indemnify YAKIMA COUNTY from the negligence of YAKIMA COUNTY's own employees, officers or agents.

To the fullest extent permitted by law, YAKIMA COUNTY shall indemnify and hold harmless the GRANT COUNTY, its officers, its directors, its agents and its employees from and against any liability, suits, claims, actions, damages, losses and expenses of whatsoever kind or nature including, but not limited to, attorneys fees and costs arising out of, in connection with, or incident to YAKIMA COUNTY's performance of the terms of this Agreement, including specifically claims or suits based in whole or in part of deficient or inadequate or negligent acts or omissions on the part of YAKIMA

COUNTY, its employees, and/or its agents and its/their performance of the work specified by this Agreement. This indemnity shall also cover all losses, claims, expenses, attorney's fees, liabilities and judgments including those for personal injury or death or for damages to personal property, irrespective of whether in connection with such act or omission, it is alleged or claimed that negligence of GRANT COUNTY or its representatives or third parties caused or contributed thereto. This indemnity provision is not intended to indemnify GRANT COUNTY from the negligence of GRANT COUNTY's own employees, officers or agents.

7. Administration of Agreement. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the Grant County Sheriff's Office and the Yakima County Sheriff's Office. Issues and/or disputes related to implementation of this Agreement shall be referred to each respective governing authority for resolution. Provided: either party shall be entitled to seek legal remedies including, but not limited to, such remedies as set forth in Chapter 39.34 RCW.

8. Insurance. For the duration of this Agreement, each party shall maintain its own insurance; insuring damage to its own real and personal property and equipment.

9. Assignment. Neither party to this Agreement shall be permitted to assign its rights or obligations herein without the advance and express written consent of the other party.

10. Applicable Law - Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Washington. In the event of any suit or action or other legal proceeding to enforce this Agreement, venue shall be a court of competent jurisdiction in Grant County, Washington.

11. Authority. Each of the undersigned hereby represents and warrants to the other party that they have the authority to execute and carry out the terms of this Agreement.

12. No Waiver. No failure of either party to insist on the strictest performance of any term of this Agreement shall constitute a waiver of any such term or an abandonment of this Agreement.

13. Entire Agreement. This Agreement constitutes the complete agreement among the parties hereto with respect to the subject matter herein and supersedes all prior agreements, contracts and understandings, written and oral.

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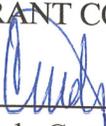
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THE PARTIES HAVE caused this agreement to be executed on the day and year set forth.
Signed Hereupon:

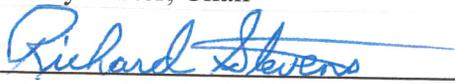
Dated the 8th of August, 2017.

(Signed by Board of County Commissioners
for Grant County on 08/21/17)

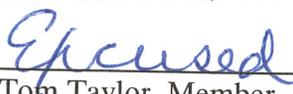
BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY

Cindy Carter, Chair

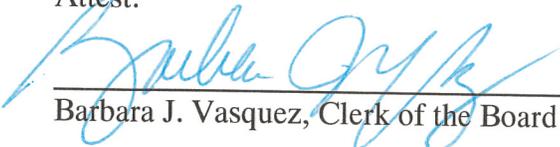


Richard Stevens, Vice-Chair



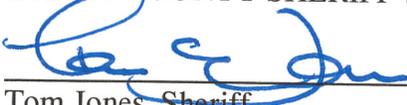
Tom Taylor, Member

Attest:



Barbara J. Vasquez, Clerk of the Board

GRANT COUNTY SHERIFF'S OFFICE

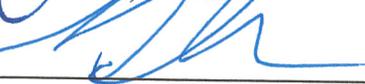


Tom Jones, Sheriff

BOARD OF COUNTY COMMISSIONERS
YAKIMA COUNTY



J. Rand Elliott, Chairman

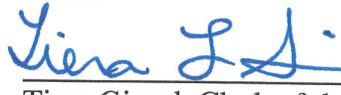


Ron Anderson, Commissioner



Michael D. Leita, Commissioner
Constituting the Board of County Commissioners
for Yakima County, Washington

Attest:

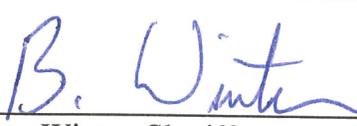


Tiera Girard, Clerk of the Board



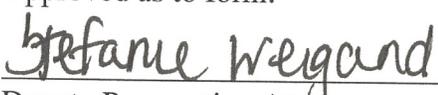
BOCC192-2017
August 8, 2017

YAKIMA COUNTY SHERIFF'S OFFICE:



Brian Winter, Sheriff

Approved as to form:



Deputy Prosecuting Attorney