

**RESOLUTION NO. 277**

**A RESOLUTION OF THE TOWN OF SOUTH PRAIRIE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF SOUTH PRAIRIE AND PIERCE COUNTY TO PROVIDE LAW ENFORCEMENT SERVICES.**

**Whereas,** the Town of South Prairie currently contracts with the Town of Wilkeson to provide law enforcement services, and

**Whereas,** the Town of South Prairie has provided notice to the Town of Wilkeson to terminate the contract for law enforcement services, and

**Whereas,** the Town of South Prairie has entered into negotiations with Pierce County for the providing of law enforcement services which negotiation has resulted in the agreement attached hereto and incorporated herein by reference as Exhibit "1", and

**Whereas,** it is of benefit to public health, safety and welfare to have law enforcement services available.

**Now, therefore, the Town Council of the Town of South Prairie, Pierce County, Washington do hereby resolve as follows:**

**Section 1:** The Mayor is authorized to execute the Agreement between the Town of South Prairie and Pierce County for Law Enforcement Services attached hereto and incorporated by reference as Exhibit "1" as if set out in full.

**Section 2:** If any provision of this resolution and/or the agreement attached hereto is determined to be invalid or unenforceable for any reason, the remaining provisions of this resolution and/or the attached exhibit shall remain in force and affect.

PASSED IN REGULAR AND OPEN SESSION this 5<sup>th</sup> day of September, 2006.

Peggy Levesque  
Mayor Peggy Levesque  
INTRODUCED 8-24-06  
PASSED 9-5-06  
APPROVED 9-5-06  
PUBLISHED 9-13-06

Attested:

Marla Nevill  
Marla Nevill  
Town Clerk

Approved as to form:

Michael J. Reynolds  
Michael J. Reynolds  
Town Attorney

Resolution No.: 277  
Draft No.: 1  
Draft Date: 8-23-06  
Resolution Requested By:  
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**AGREEMENT BETWEEN  
TOWN OF SOUTH PRAIRIE  
AND  
PIERCE COUNTY**

**WHEREAS**, the Town of South Prairie (hereinafter referred to as Town) is responsible for the provision of law enforcement services to the Town;

**WHEREAS**, Pierce County (hereinafter referred to as County) is capable of providing law enforcement services via contract to Cities and Towns within Pierce County;

**WHEREAS**, the Town intends to enter into a contract agreement with the County for the provision of law enforcement services;

**NOW THEREFORE**, effective the signature date of this agreement the Town and the County agree to the following terms and conditions for the provision of law enforcement services to the Town:

1. The County agrees to provide 24 hours per day, seven-days per week law enforcement call response to the Town. The Town will reimburse the County for each response at a rate of \$155 per response.
2. The County agrees to provide dedicated coverage to the Town as is budgeted by the Town at a 2006 overtime rate of \$70 per hour.
3. The aforementioned rates shall be adjusted each January 1 of the calendar year based on the cost of living rate of the Seattle Consumer Price Index for Urban Consumers.
4. The annual budget for the provision of these services shall be capped at \$32,500 per year, pro-rated for partial year.
5. This agreement shall begin on ~~September~~ <sup>OCTOBER</sup> 1, 2006 and shall terminate on December 31, 2006. It shall automatically renew on January 1 of each year unless either party provides 30 days written notice of termination.
6. The County shall provide a monthly written status report that includes Calls for Service analysis and Incident Reports.
7. The Town shall contract with the County for specialized services in a separate contract agreement.
8. The Town and the County shall designate one point of contact for operational issues and one for administrative issues.
9. All terms and conditions are contained in this agreement.

10. Town and County shall meet as necessary to discuss the implications of this contract agreement.
11. The Town and the County expressly agree that each party shall defend, indemnify and hold harmless the other party and its officers, officials, agents, employees, volunteers, and of them from any and all claims, actions, suits, liability, losses, costs, expenses, and damages, including reasonable attorney's fees, by reasons or arising out of or attributed to each party's own negligence or actions.
12. The standard call response shall be for 911 calls under the call structure established by the County.
13. The County staff designated for the dedicated overtime to the Town shall be consistent in carrying out County operational procedures.
14. The County will bill for the cost of services monthly, on the first working day of the month. Payments by the Town will be due by the end of the current month. The County will send a monthly detailed invoice for the charges to:

Town of South Prairie  
121 NW Washington Street  
POB F  
South Prairie, WA 98385

The Town will reimburse the County by mailing payments to:

Pierce County Sheriff Department  
Attention: Business Unit  
930 Tacoma Avenue  
Tacoma, WA 98402

15. The County and the Town certify they are equal opportunity employers.
16. Provisions within this agreement may be amended with the mutual consent of the parties hereto. No additions to, or alternation of, the terms of this agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

**PIERCE COUNTY  
CONTRACT SIGNATURE PAGE**

Contract #

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of August 2006.

**CONTRACTOR:**

Peggy Levesque      9/15/06  
Contractor Signature      Date

MAYOR  
Title of Signatory Authorized by Firm Bylaws

Town Attorney MICHAEL J. REYNOLDS

Name:              Town of South Prairie

UBI No.            279 003 382 9

Address:            121 NW Washington Street  
                         South Prairie, WA 98385

Mailing  
Address:            POB F  
                         South Prairie, WA 98385

Contact Name:    Mayor Peggy Levesque

Phone:             360-897-8878  
Fax:                 360-897-8717

**PIERCE COUNTY:**

Reviewed:

\_\_\_\_\_  
Prosecuting Attorney (*as to form only*)      Date

\_\_\_\_\_  
Budget and Finance      Date

Approved:

\_\_\_\_\_  
Department Director  
(*Less than \$250,000*)      Date

\_\_\_\_\_  
County Executive (*over \$250,000*)      Date