

After Recording Return To:
Debbie Emery
County Administration
350 Court St., #5
Friday Harbor, WA 98250



Recorded at the request of:
SAN JUAN COUNTY ADMINISTRATION

**SJC Agreement No.
11SH.002**

**INTERGOVERNMENTAL AGREEMENT FOR
LAW ENFORCEMENT SERVICES AND ASSISTANCE**

THIS AGREEMENT entered into on the 1st day of January 2011, by and between San Juan County, a political subdivision of the state of Washington, hereinafter referred to as "COUNTY" and the Town of Friday Harbor, a municipal corporation of San Juan County, state of Washington, hereinafter referred to as "TOWN."

The TOWN is a municipal corporation situated within San Juan County and has need of law enforcement protection both with respect to its municipal ordinances and all state laws. The COUNTY has a law enforcement force organized and operating under the San Juan County Sheriff and presently has concurrent jurisdiction over all state laws within the limits of the Town of Friday Harbor. Parties to this Agreement have met and determined that certain efficiencies can be obtained by contracting to have the COUNTY provide all of the law enforcement services of the TOWN. Pursuant to such need, the mutual desire of the parties to accomplish the efficiencies inherent in this cooperative agreement, and the specific statutory authority above referred to, the COUNTY and TOWN, in consideration of the promises herein made, and the mutual benefits to be derived here from, do hereby agree as follows:

SECTION I - AUTHORIZATION

This Intergovernmental Agreement for Law Enforcement Services and Assistance is executed pursuant to Chapter 39 of the Revised Code of Washington.

SECTION 2 - PURPOSE OF AGREEMENT

It is recognized that it would serve the interest of each political subdivision herein and its residents and allow for a more efficient use of resources for the COUNTY to provide law enforcement services as set forth herein.

SECTION 3 - POWER AND AUTHORITY

A. The TOWN hereby authorizes the COUNTY, acting through the Sheriff and his deputies, to enforce the ordinances of the TOWN, and all laws, statutes, ordinances, rules and regulations in effect therein, and to take any and all action necessary to lawfully enforce said laws, statutes, rules and regulations.

B. The Town Administrator and the County Sheriff shall act as administrators of this Agreement.

SECTION 4 - SERVICES RENDERED BY COUNTY LAW ENFORCEMENT TO THE TOWN OF FRIDAY HARBOR.

A. The COUNTY agrees to furnish, to the best of its ability, law enforcement services to include: 24-hour emergency services for up to 72 hours in the COUNTY holding facility; all law enforcement personnel and equipment available to the COUNTY to complete the mission of enforcing the laws of the state of Washington, the ordinances of San Juan County and the ordinances of the Town of Friday Harbor; and provide liability insurance for both personnel and equipment.

B. The TOWN agrees to pay a negotiated sum of money on a yearly basis that will compensate the COUNTY for such services. This compensation includes those costs associated with personnel, equipment and insurance and incarceration fees, except that the TOWN shall be responsible for the attorney's fees the TOWN is obligated to pay pursuant to Section 6 of this Agreement.

C. Enforcement of parking regulations in County-owned lots, as set forth in Chapter 10.04 of the Friday Harbor Municipal Code, shall be performed exclusively by the Sheriff's Office at no cost to the Town.

SECTION 5 - RESPONSIBILITIES OF THE TOWN OF FRIDAY HARBOR

The TOWN shall enforce parking regulations other than in County-owned lots. The TOWN shall supervise and direct the Sheriff's Office regarding towing of reported abandoned vehicles within the public right-of-ways, and will assume all costs of towing and storage and all other expenses associated with this towing.

SECTION 6 - LIABILITY AND INDEMNIFICATION

The COUNTY agrees to hold the TOWN harmless from and shall indemnify and defend all claims, demands, or suits of law or equity arising from the actions of the COUNTY or the COUNTY'S officials or agents in providing the services called for under this Agreement except to the extent arising in the whole or in any part from the actions of the TOWN or the TOWN'S officials or agents.

The TOWN agrees to hold the COUNTY harmless from and shall indemnify and defend all claims, demands or suits of law or equity arising from the actions of the TOWN or the TOWN'S officials or agents in connection with the services called for under this Agreement except to the extent arising in whole or in any part from the actions of the COUNTY or the COUNTY'S officials or agents.

SECTION 7 - COMPENSATION

The TOWN agrees to pay the COUNTY the annual sum of **\$255,147.00** payable in 12 monthly payments of **\$21,262.25**. Any increases to the COUNTY of incarceration fees charged out of COUNTY facilities shall be passed on to TOWN and shall be in addition to the fees set out in this paragraph.

SECTION 8 - PERSONNEL

All services required on the part of the COUNTY herein shall be rendered under the direction of the Sheriff of the COUNTY. All monies received as per this Agreement shall be deposited with the County Treasurer and expended through the Sheriff's authorized budget.

SECTION 9 - SEVERABILITY CLAUSE

Should any provision of the Agreement be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of the Agreement are declared to be severable.

SECTION 10 - TERMINATION

Either party to this Agreement may terminate this Agreement without reason or cause by notifying the other party in writing sixty (60) days prior to the termination date. Notice shall be served upon the parties at the following addresses, Town of Friday Harbor, 60 Second St. South, Friday Harbor, WA 98250 and San Juan County, 96 Second St North, Friday Harbor WA 98250.

SECTION 11 - EFFECTIVE DATE OF AGREEMENT

This Agreement shall be in full effect and legally binding upon such time as signed and certified by each party to this Agreement and will continue in full force and effect through December 31, 2011 or until such earlier date when both parties, through their elected Councils, pass resolutions terminating this Agreement. However, continuance of this Agreement for one year after

December 31, 2011, shall be permitted upon a mutual agreement of both parties on or before December 15, 2011.

SECTION 12 - CHANGES AND MODIFICATIONS

The COUNTY may, by mutual agreement with the TOWN, make changes within the general scope of services to be performed under the Agreement. If any such change causes an increase or decrease in the cost of performance of this Agreement, an equitable adjustment may be made in the Agreement price, and the Agreement shall be modified accordingly.

SECTION 13 - AMENDMENT OF CONTRACT

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. Any modifications of the Agreement shall be in writing and signed by both parties. Failure to comply with any provision stated herein shall constitute a material breach of the Agreement and cause for termination.

SECTION 14 - TIME OF THE ESSENCE

Both parties realize that time is of the essence in the performance of the provisions of this Agreement.

SECTION 15 - WAIVER

Both parties agree that forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of the Agreement's provisions.

RESOLUTION NO. 1829

A RESOLUTION by the Council of the Town of Friday Harbor authorizing the Mayor to execute a law enforcement contract with San Juan County for the calendar year 2011.

WHEREAS, the Town of Friday Harbor has a need to provide law enforcement within the corporate limits of the Town of Friday Harbor; and

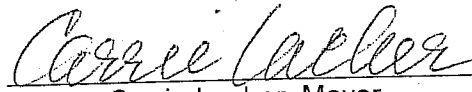
WHEREAS, the San Juan County Sheriff's Department has offered an intergovernmental agreement to supply certain law enforcement functions within the corporate limits of the Town of Friday Harbor; and

WHEREAS, the Council has determined that contracting for said services is in the best interests of the Town of Friday Harbor,

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Friday Harbor that the Mayor of the Town of Friday Harbor is hereby authorized and directed to execute said intergovernmental agreement for law enforcement services for 2011.

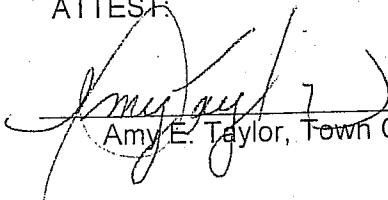
ADOPTED this 16th day of December 2010.

TOWN OF FRIDAY HARBOR


Carrie Lacher, Mayor

SEAL of the
Town of Friday Harbor

ATTEST:


Amy E. Taylor, Town Clerk

Dated this 4th day of January 2010.

W. Cumming

William G. Cumming
San Juan County Sheriff

Carrie Lacher

Carrie Lacher, Mayor

APPROVED AS TO FORM ONLY
ADINA CUNNINGHAM

By: [Signature] 12/14/10
Date

COUNTY COUNCIL
SAN JUAN COUNTY, WASHINGTON

EXCUSED

ATTEST: Clerk of the Council

[Signature]
Richard Fralick, Chair
District 4, Orcas West/Waldron

By: Ingrid Gabriel 1-04-2011
Ingrid Gabriel - Clerk Date

[Signature]
Lovel' Pratt, Vice-Chair
District 1, San Juan South

REVIEWED BY COUNTY
ADMINISTRATOR

[Signature]
Pete Rose Date 12-23-10

[Signature]
Richard Peterson, Member
District 2, San Juan North

APPROVED AS TO FORM ONLY
RANDALL K. GAYLORD

By: Karen Vedder 12/19/10
Date:

[Signature]
Howard Rosenfeld, Member
District 3, Friday Harbor

EXCUSED

[Signature]
Gene Knapp, Member
District 5. Orcas East

[Signature]
Bob Myhr, Member
District 6, Lopez/Shaw