2026 Law Enforcement Agreement

City Of Okanogan

This AGREEMENT is entered into this 16th day of September, 2025, by and between the County of Okanogan, Washington, hereinafter referred to as THE COUNTY, and the City of Okanogan, Washington, hereinafter referred to as THE CITY.

WITNESSETH

WHEREAS, THE CITY is desirous of contracting with THE COUNTY for the performance of certain law enforcement services by the Okanogan County Sheriff's Office; and,

WHEREAS, THE COUNTY is agreeable to delivering law enforcement services on the terms and conditions hereinafter set forth; and

WHEREAS, such agreements are authorized by the provisions of RCW Chapter 39.34 - Interlocal Cooperation Act; and

WHEREAS, the latest agreement between THE COUNTY and THE CITY will expire on December 31, 2025 in accordance with terms of the contract.

NOW THEREFORE, the parties agree as follows:

A. THE COUNTY AGREES:

1. By and through its Sheriff, to provide police protection and law enforcement within the corporate limits of THE CITY. This service shall include, but not be limited to residential night patrols, a presence at school functions such as walking through sporting events, school zone traffic enforcement, drug dog patrols in the schools and escorts for school parades. Also included are the normal police duties of traffic enforcement and providing for public safety and criminal investigation.
2. Police protection and law enforcement services shall encompass the duties normally within the jurisdiction of and customarily rendered by the Sheriff of THE COUNTY and the police of THE CITY.
3. Support services shall encompass the duties normally with the jurisdiction of and customarily rendered by the Sheriff of THE COUNTY and the police of THE CITY. Services shall include:

   (a) Records. All records, data entry, management and retention, and

   (b) Evidence. The collection, handling, and storage of evidence, in the manner and procedure as used in Sheriff's Office investigations. Once a case is

adjudicated, the evidence will be processed as any Sheriff's Office property according to relevant State requirements.

4. The above referenced services include the enforcement of the statutes of the State of Washington and the Municipal ordinances of THE CITY, as are enforced by the Sheriff within the unincorporated territory of THE COUNTY and the police of THE CITY respectively, EXCEPT, the enforcement of parking and animal control ordinances.

   The Sheriff shall provide limited commission to THE CITY's duly qualified Code Enforcement/Animal Control Officer as needed for newly hired staff for the purposes of required CJTC training. The limited commission does not provide arrest powers or authorization to carry a firearm.
   Police protection and law enforcement services will be provided to THE CITY to the maximum extent allowable with manpower and equipment, including routine patrols and responding to complaints as appropriate, at the discretion of the Sheriff. The Sheriff's Office will assign personnel so as to provide a minimum average level of law enforcement service effort of 115 hours per week to the City of Okanogan. In so much as possible the Sheriff will endeavor to keep the same Deputies assigned to patrol Okanogan City area. This will help create relationships with the citizens, businesses and schools and will allow the Deputies to better recognize crime trends within the city.

5. To furnish all necessary personnel, supervision, communication equipment, vehicles, vehicle maintenance and operation costs and supplies reasonably necessary to maintain the service indicated within the terms of this agreement as further determined by the Sheriff.

6. To pay salaries and employee benefits as determined by the Sheriff consistent with the current bargaining agreement.

7. To ensure that a representative from the Sheriff's Office shall attend and report on police activities in the CITY at an average of 12 council meetings each year for the duration of the contract to ensure that the Council and Sheriff's Office maintain an open communication with regard to potential and real law enforcement concerns to the CITY.

B. THE CITY AGREES:

1. That it shall pay the total sum of THREE HUNDRED SEVENTY ONE THOUSAND TWO HUNDRED FORTY FOUR ($371,244.00) annually for the term of January 1, 2026, to December 31, 2026, which sum will increase for each subsequent year during the term of this agreement per the provisions in Paragraph C8. Payments by THE CITY of such sums will be made in monthly installments during the term herein. The payment herein required of THE CITY shall be the only payment required of THE CITY for law enforcement services

provided to THE CITY by the Sheriff's Office. Jailing, Dispatch and other justice system services are not covered by this contract.

2. That the city attorney and/or the city clerk, upon request by the Sheriff's Office and/or the Prosecutor's Office, shall provide county officials with written assurance that procedures required in the implementation of certain provisions of city ordinances or sections of the city code have been complied with and performed according to law and that the appropriate law enforcement services requested or required of the Sheriff's Office are timely and appropriate.

3. That THE CITY shall ensure their Code Enforcement/Animal Control Officer meets the requirements to hold a limited commission and receive access to confidential information as outlined in a separate Data Sharing Agreement, including but not limited to:

   (a) Ensure completion of background checks

   (b) Ensure the Officer is in uniform at all times while on duty for THE CITY enforcing Municipal codes

   (c) Ensure the Officer meets Criminal Justice Training Commission (CJTC) training requirements in effect at the time

C. IT IS MUTUALLY AGREED AS FOLLOWS:

1. That THE CITY specifically authorizes THE COUNTY, by and through the Okanogan County Sheriff, to enforce the municipal ordinances as though said Sheriff were the Chief Law Enforcement Officer of THE CITY; and, insofar as it may be required by state law, the County Sheriff shall be designated Chief of Police of the City of Okanogan and shall be reasonably available to the Mayor or Mayor's representative for consultation as necessary regarding City law enforcement and/or regarding provisions of this agreement.

2. That the delivery of law enforcement and support services, the standards of performance, the discipline of officers and other matters incident to the performance and control of personnel involved in such services shall be the responsibility of THE COUNTY alone.

3. All court services, dispatch, booking and incarceration expenses shall be covered by a separate agreement.

4. All persons employed for the purposes of performing law enforcement or support services contemplated within the terms of this agreement are county employees.

5. THE COUNTY shall provide and maintain police professional liability insurance coverage, with THE CITY named as additional insured, and shall indemnify and hold THE CITY harmless from any cause or claim which may arise from the provision of law enforcement services to THE CITY pursuant to this agreement.

6. That THE CITY shall not be liable for compensation to any county employee for injury or sickness arising out of his/her employment or by reason of the performance of any services contemplated in this agreement.

7. The term of this agreement shall be from the first day of January, 2026 until the 31st day of December, 2028, provided that this agreement shall be renewed on a three-year basis thereafter unless otherwise modified or terminated.

8. Pursuant to Paragraph B1, THE CITY shall increase the annual sum paid to the Sheriff's Office beginning on January 1, 2027 and each year thereafter during the term of this agreement. The amount of increase shall be 100% of the (August-August) 12 month change for the preceding 12 months in the Consumer Price Index (CPI-U) West Region. The minimum increase shall be 1% and the maximum increase shall be 6%.

9. TERMINATION FOR CONVENIENCE: This agreement may be terminated at the request of either party PROVIDED that the other party must be notified one-hundred-twenty (120) days in advance of the date proposed as termination of this agreement in order to facilitate transfers of services and responsibilities in a smooth and efficient manner and to allow for appropriate budget restructuring and manpower allocations by both parties. The one-hundred-twenty (120) day notice provision of this paragraph may be waived upon consent of both parties to this agreement.

10. Any modification of this agreement may be accomplished only by written agreement between THE COUNTY and THE CITY and no oral understandings or agreements shall suffice to alter the terms of this agreement.

11. No real or personal property will be jointly acquired or purchased by the parties solely because of this agreement.

12. THE COUNTY and THE CITY shall select representatives to act as a joint board for implementation and proper administration of this agreement, and will refer problems of implementation to the governing body of THE COUNTY and of THE CITY for resolution, if necessary. The joint board provided in this paragraph shall meet at least quarterly as mutually agreed upon.

13. The parties to this agreement agree that in the event that differences arise between the parties with respect to interpretation or implementation of any of the provisions of this agreement, such differences shall be submitted to a board of arbitration for resolution by giving written notice requesting arbitration. The board of arbitration will be established within thirty (30) days of written notice of arbitration being given by each party designating an individual to act as arbitrator and the two individuals so designated by the parties shall themselves select a third individual to sit as chairman of the board of arbitration. The parties agree to be bound by the decision of the arbitration panel with respect to such differences as may arise. The costs of the arbitrators designated by each respective party shall be borne by the party

appointing the same, and the cost of the third individual to sit as the chairman of the board of arbitration shall be split equally between parties.

14. In the event that the Board of Arbitration established by Paragraph C.13 above should invalidate any provision of this agreement or determine that any provision of this agreement is unenforceable, remaining provisions of this agreement shall nevertheless continue to be valid and enforceable as between the parties, provided, however that if either or both of the parties to this agreement determine, pursuant to Paragraph C.9 above, the agreement should be terminated, then in that case the provisions of Paragraph C.9 shall control.

15. That Okanogan County is an Equal Opportunity employer and has a nondiscriminatory hiring practice.

IN WITNESS WHEREOF the parties hereto have executed this agreement to become effective on the day and the year first above mentioned.

CITY OF OKANOGAN

Wayne L. Turner, Mayor, Pro Tem
City of Okanogan
Lisa Bauer

Approved as to Form:

W. Scott DeTro, Attorney, City of Okanogan

Attest:

Jessica Blake, City Clerk, City of Okanogan

BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON

Jon Neal, Chair 9/9/2025

ABSENT
Andy Hover, Member

Nick Timm, Member 9/9/2025

Attest

COUNTY COMMISSIONERS SEAL OKANOGAN CO., WASHINGTON

Laleña Johns, Clerk of the Board

Approved as to Form:

Esther Milner, Chief Civil Deputy Prosecutor

Paul Budrow, Sheriff