

**INTERLOCAL AGREEMENT
BETWEEN FERRY COUNTY AND THE CITY OF REPUBLIC
FOR CRIMINAL JUSTICE SERVICES**

THIS INTERLOCAL AGREEMENT BETWEEN FERRY COUNTY AND THE CITY OF REPUBLIC FOR CRIMINAL JUSTICE SERVICES, hereinafter referred to as "Agreement", is entered into by and between Ferry County, Washington, a municipal corporation and subdivision of the State of Washington, hereinafter referred to as "COUNTY", and the City of Republic, Washington, a municipal corporation, hereinafter referred to as "CITY", and hereinafter collectively the referred to as the "parties", pursuant to authorizing resolutions duly adopted by each of the respective parties. :

WHEREAS, the COUNTY has performed certain criminal justice services for the CITY, including E-911, Dispatch, Records Maintenance, Law Enforcement, Prosecution, District Court, and Incarceration services for the CITY in the past; and

WHEREAS, the CITY and COUNTY desire to include all criminal justice services to be provided by the COUNTY to the CITY within a single agreement for ease of administration; and

WHEREAS, RCW 39.34, the Interlocal Cooperative Act, provides that a municipal corporation may contract with another public agency to perform any governmental service, activity, or undertaking; and

WHEREAS, the governing bodies of each of the parties hereto have determined that it is necessary to enter into this Agreement as authorized and provided by RCW 39.34.080, RCW 39.34.180, and other Washington law, as amended.

NOW, THEREFORE, for and in consideration of above and foregoing recitals, the payments to be made, and the mutual promises and covenants contained herein, and for other good and valuable considerations, the parties agree as follows:

- 1. PURPOSE.** The purpose of this Agreement is to ensure that there is available to the CITY such criminal justice services as are required of the CITY and as can be provided by the

COUNTY without unreasonably burdening the COUNTY's ability to service the citizens of the COUNTY.

2. DEFINITIONS. The definitions shall apply to this Agreement:

- a. "Adult City Prisoner" shall mean any individual arrested who is 18 years of age or older and within the municipal boundaries of the CITY by a COUNTY Law Enforcement Officer, and thereafter cited or summoned into Ferry County District Court or incarcerated pursuant to an Order of Commitment entered by Ferry County District Court.
- b. "CITY" shall mean the City of Republic
- c. "City case" shall mean an arrest or referral arising under the Laws of the State of Washington or designated as a criminal offense under Title 8, 9 or 10 of the CITY's Municipal Code as it currently exists, based upon actions or omissions occurring within the corporate limits of the CITY that are presented to the Prosecuting Attorney's Office by the Ferry County Sheriff pursuant to this Agreement.
- d. "COUNTY" shall mean Ferry County.
- e. "County correctional facility" shall mean the Ferry County Jail, operated by the Ferry County Sheriff and located at 165 N. Jefferson St., Republic, WA 99166.
- f. "E-911 and Dispatch Services" shall include the following:
 - i. The answering of telephone lines for fire, police, and emergency medical service requests;
 - ii. Emergency and routine radio communications with the police, fire, and EMS emergency providers;
 - iii. Communications between providers and other resources relating to their functions;
 - iv. Silent alarm services;

- g. "Evidence" shall mean any evidence or property collected as a result of Investigative Services occurring within the CITY.
- h. "Hardship" shall mean any condition or event or loss of Federal or State funding which makes performance of a party's obligations extremely impractical.
- i. "Infraction" shall mean violation of any Washington State law or regulation or violation of any CITY ordinance currently codified under Title 9 or 10 of the Republic Municipal Code which is not classified as a criminal offense. Any modification of either Title 9 or 10 is subject to review by COUNTY and shall not fall within the scope of this Agreement unless first approved in writing by COUNTY, the County Sheriff, and the County Prosecuting Attorney.
- j. "Investigative Services" shall mean criminal investigations by Sheriff's Deputies investigating all detected and reported Infractions and State crimes occurring within the CITY and providing such services as customarily provided by the Sheriff's Office in the unincorporated portions of Ferry County.
- k. "Law Enforcement Records" shall mean "Investigative, Law Enforcement and Crime Victims" records as defined in RCW 42.56.240, as well as all other records, documents, and files, except evidence,
- l. "Medical Services" shall mean the medical, psychiatric, and/or dental treatment necessary to safeguard the health of an Adult City Prisoner, to the extent required by applicable laws and regulations.
- m. "Misdemeanor" shall mean a misdemeanor or gross misdemeanor criminal offense as defined in RCW 9A.20.010(2);
- n. "Patrol Services" shall mean the first response for the enforcement of state laws and CITY Infractions as defined herein. Patrol Services shall also include reactive response to calls from CITY citizens, residences, and businesses, proactive patrol to prevent and deter criminal activity, and traffic patrol. Patrol Services shall also

include specific law enforcement services which are customary to the CITY, including routine patrols of the CITY, and general community policing services such as vacation checks of homes, courtesy safety inspections, agency referrals, attendance at school events as applicable, checking security of businesses, and personal contacts as are customary in a small city. The County will not enforce City ordinances other than Infractions as defined herein.

- o. "Records Maintenance" shall mean the maintenance and recording of CITY's law enforcement records and all records necessary or attendant to the services provided in this Agreement.
- p. "Response Time" shall mean the time to respond to a request for services as measured from the time dispatched to the time that the Sheriff's Deputy arrives at the scene.
- q. "Special Services" shall mean any services that are extraordinary or special as provided by the Sheriff's Office, including, but not limited to, search and rescue, canine patrol, hostage negotiations, Special Response Team, sex offender registration, and community crime prevention.
- r. "Support Services" shall mean providing testimony related to the prosecution of those accused of crimes, planning and research, subpoena service, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, records, internal investigations, and contract administration.

3. E-911, DISPATCH, AND RECORDS MAINTENANCE SERVICES

a. Scope of Services:

The COUNTY shall provide E-911 services and records maintenance on behalf of the CITY, which shall include the following: (i) the answering of telephone lines for fire, police and emergency service requests; (ii) emergency and routine radio

communications with the police, fire and EMS emergency providers; (iii) communications between providers and other resources relating to their functions; (iv) silent alarm services; and (v) after hour emergency public works requests. The County shall also be responsible for preparing and maintaining records related to the E-911 calls and services provided on behalf of the CITY pursuant to this Agreement in compliance with state laws. Such records shall be provided to the CITY upon reasonable request.

The COUNTY shall be responsible for rendering such services, standards of performance, as well as all other matters incident to the control of personnel and performance of services under this Agreement. The COUNTY shall furnish and supply all necessary personnel, supervision, administration, equipment, and supplies to maintain the level of services equal to those provided to the COUNTY.

- b. No grant of license. Nothing herein shall be construed to grant the CITY use of any FCC-licensed frequency. Any CITY use or access to any such frequency shall be the subject of a separate agreement.
- c. Cost for Services. The CITY shall pay an annual fee for E-911, Dispatch, and Records Maintenance as established in Exhibit A, attached hereto.

4. LAW ENFORCEMENT SERVICES

- a. Base Level Services:
 - i. The COUNTY shall provide within the CITY limits the same level, degree, and type of coverage as is customarily provided by the Sheriff's Office to all Ferry County residents. This coverage shall include, but is not limited to Patrol Services, Investigative Services, Special Services and Support Services. The CITY shall retain all police powers and, by virtue of this Agreement, confers municipal police authority on the Sheriff to enforce the Washington State criminal code and only Titles 9 and 10 of the CITY's Municipal Code.

- ii. Response times within the Town shall be consistent with those customarily experienced within the unincorporated areas of the County. To the extent possible, the County Sheriff's Office will attempt to maintain a response time no greater than 30 minutes to a general call for service, however emergency calls will be expedited. The parties understand and agree there may be certain times when the response time may be delayed, such as, but not limited to, instances when a Sheriff's Deputy receives an emergency call outside the CITY limits, is transporting a detainee, or is detained at a traffic stop or investigation. In such cases, the response time shall be as soon as possible.
 - iii. The COUNTY shall furnish all necessary personnel, supervision, equipment, and supplies reasonably necessary to maintain the services provided pursuant to this Agreement.
- b. PATROL SERVICES. The COUNTY will provide Police Patrol Services as the first response for the enforcement of state law, and City adopted municipal, criminal, and traffic codes.
 - c. INVESTIGATIVE SERVICES. The COUNTY will provide Investigative Services consisting of: follow-up investigations by one or more deputies, investigating crimes as assigned. The Ferry County Sheriff's Office will investigate major crimes such as homicide, special assaults, missing persons, vice, and child abuse, as well as misdemeanor-level crimes and traffic infractions to the extent provided for under the Laws of the State of Washington and/or Titles 9 or 10 of the CITY's municipal code.
 - d. SPECIAL SERVICES. The COUNTY will provide Special Services that may include, but are not limited to, hostage negotiations, bomb disposal, sex offender registration, issuance of concealed pistol licenses, search and rescue, reserve deputy support,

attendance at school functions and parades, and volunteer community crime prevention.

- e. SUPPLEMENTAL SERVICES. The COUNTY will provide and assign Sheriff's Deputies to the maximum allowable number, considering anticipated manpower and equipment. Such supplemental services for work will be performed at the applicable hourly rate, plus benefits, for assigned personnel. The Sheriff's Office will prepare and send an invoice to the City for any supplemental services requested by the City.
- f. SUPPORT SERVICES. The COUNTY will provide Support Services, and the COUNTY will provide such additional services as are incidental to providing Law Enforcement Services, including data entry and retention.
- g. EVIDENCE. The COUNTY will process and maintain evidence and property collected as a result of investigations occurring within the CITY in the same manner used for investigations occurring in the unincorporated portions of Ferry County.
- h. PERFORMANCE REVIEWS. The Ferry County Sheriff or designee shall meet with the CITY biannually to discuss performance under this Agreement. The County Sheriff or designee will provide summaries of activity and budget updates at these meetings. CITY shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications to such services.
- i. Media releases concerning Law Enforcement Services provided under this Agreement shall be prepared by the Sheriff's Office, and a copy shall be sent to the Mayor of the CITY. The CITY and its officials shall not issue any media releases regarding active law enforcement investigations being conducted by the Sheriff's Office. Where practicable, the parties agree to provide each other with prospective media releases prior to their release where the release is related to the provision of any Law Enforcement Services provided under this Agreement.

- j. The CITY shall provide the COUNTY with written procedures and forms to perform law enforcement services provided for herein, which shall be developed and authorized as provided within the sections relating to Prosecution Services and Municipal Court Services, below.
- k. FORFEITURE. The CITY grants and delegates to the COUNTY the right to prosecute any civil forfeitures of cash, personal, or real property resulting from seizures of property within the CITY limits by COUNTY Sheriff's Deputies. The COUNTY shall receive all proceeds (100%) of any property forfeited as a result of a drug-related or felony charge.
- l. CITY PROVIDES SPECIAL SUPPLIES. The CITY shall supply at its own cost and expense any special supplies, stationery, notices, forms, or equipment and the like where such is required by the CITY or must be issued in the name of the CITY;
- m. Cost for Services. The CITY shall pay an annual fee for Law Enforcement Services in an amount established in Exhibit A, attached hereto.

5. PROSECUTION SERVICES

- a. The COUNTY shall provide prosecution services, through the Ferry County Prosecuting Attorney, for City cases.
- b. City cases shall be handled in a fashion consistent with cases arising in the unincorporated portions of Ferry County.
- c. The Ferry County Prosecuting Attorney and the CITY's Attorney shall review all written procedures and forms proposed or developed by the CITY and intended to be used by the Sheriff and/or Prosecuting Attorney in the performance of this Agreement. The Prosecuting Attorney will make best efforts to complete the review and forward the materials to the District Court within 15 days of receipt thereof. No such procedure or form shall be used unless both the Ferry County Prosecuting

Attorney and CITY's Attorney first find it consistent with constitutional, statutory, and regulatory requirements, and reasonable and practicable under then-current circumstances. Upon reaching such a joint finding, the written procedure and/or form shall be presented to the District Court for review and approval as provided within the Section relating to Municipal Court Services, below.

- d. If either the COUNTY or the CITY becomes aware that a procedure or form fails to comply with existing law, that party shall notify the other party in writing as soon as practicable.
- e. Cost for Services. The CITY shall pay an annual fee for Prosecution Services in an amount established in Exhibit A, attached hereto.

6. MUNICIPAL COURT SERVICES

- a. The COUNTY shall provide Municipal Court Services, through the Ferry County District Court, as authorized by RCW 3.50.010 and 3.50.815. This shall include criminal matters and infractions under Titles 8, 9, and 10 of the City Code, and shall also include civil infractions and other code enforcement matters as assigned by the City stemming from violations of other Titles of the City Code.
- b. Forms and Procedures. All forms or written procedures submitted by the CITY to be used in the performance of duties pursuant to this Agreement shall first be referred to the District Court as provided in the section on Prosecution Services, above. The District Court shall review said written procedures and forms within 30 days of receipt to ensure they comply with the legal and procedural requirements of the Court prior to authorizing their use. Said authorization shall be in writing.
- c. Revenues. All fines, assessments, and costs imposed in City cases shall be collected by Ferry County District Court personnel in accordance with statutes and procedures governing such duties. Said revenue shall be paid to the COUNTY, and any uncollectible fines and costs will be forwarded to collection as directed by the

COUNTY. The COUNTY shall be responsible for the payment of all state fees and collection costs associated with City cases. The COUNTY shall use a separate jurisdictional code to track the annual costs incurred and revenues of all City cases and shall provide such figures to the CITY on an annual basis.

- d. Court Procedures. All court proceedings undertaken and adjudications conducted pursuant to this Agreement shall be in accordance with the statutes and rules applicable to Washington Courts of Limited Jurisdiction. Scheduling of City cases shall be in accordance with schedules and procedures established by the Ferry County District Court. The Ferry County District Court shall provide Ferry County law enforcement personnel with telephone numbers of the prosecutors and judges to facilitate appropriate non-business hour contact for probable cause determinations, issuances of telephone no-contact orders, applications for telephonic search warrants, and other necessary court-related communications.
- e. In the event the COUNTY implements a Rehabilitative Court, defendants in City cases shall be considered for admission in the same fashion and subject to the same provisions as non-City cases.
- f. Cost for Services.
The City shall pay an annual fee for Municipal Court services in an amount established in Exhibit A, attached hereto.

7. INDIGENT DEFENSE SERVICES

- a. Indigent Defense and Appeals. The COUNTY shall provide indigent defense services in City Cases in the same fashion and under the same circumstances as the COUNTY provides indigent defense services in non-City cases. This obligation extends to appeals arising out of any City cases adjudicated by the Ferry County District Court.

- b. The COUNTY shall contract with such attorneys as required by the Standards for Indigent Defense to ensure that defendants in City cases receive adequate representation and shall comply with the Standards for Indigent Defense as they now exist and are amended in the future.
- c. The COUNTY will make reasonable efforts to locate, apply for, and obtain grants to help offset the cost of indigent defense provided for pursuant to this Agreement.
- d. Cost for Services. The CITY shall pay an annual fee for Municipal Court Services in an amount established in Exhibit A, attached hereto.

8. INCARCERATION SERVICES

- a. The COUNTY shall accept and house Adult City Prisoners for the CITY and shall comply with all requirements of 70.48 RCW, as amended, and all federal, state, and local laws and binding court decisions and orders for housing of Adult City Prisoners.
- b. Adult City Prisoners committed to the County correctional facility will be subject to the same rules and regulations that all other prisoners are required to observe.
- c. The COUNTY reserves all rights of management including setting of rules and general procedures for said correctional facility
- d. Inmate Accounts. COUNTY shall establish and maintain an account for each Adult City Prisoner booked into the County correctional facility and shall credit to such account all money that is received and shall make disbursements and debiting of such accounts in accurate amounts for the inmate's personal needs.
- e. Responsibility for Custody. It shall be the responsibility of COUNTY to confine each Adult City Prisoner, to ensure that each receives necessary medical treatment (including the furnishing of all necessary medical and hospital services and supplies), to provide for each Adult City Prisoner's physical needs, to make available to them programs and/or treatment consistent with the individual needs, to retain them in said custody, to supervise them; to maintain proper discipline and control, to make certain

that they receive no special privileges and to ensure that the sentence and orders of the committing court are faithfully executed. Provided that nothing herein contained shall be construed to require COUNTY, or any of its agents, to provide services, treatment, facilities, or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require COUNTY to provide services, treatment, facilities, or programs above and beyond or in addition to that which federal, state, and local laws, statutes, regulations, court decisions, and court orders require.

- f. Medical Services. When housed in the County correctional facility, COUNTY shall ensure that Adult City Prisoners receive medical services. COUNTY shall provide or arrange such medical services. The CITY shall pay directly or reimburse COUNTY for any and all costs associated with any medical services.
- g. Should medical services be required outside the boundaries of Ferry County, the CITY shall reimburse the COUNTY for necessary transport and supervision at the hourly rate for the assigned Corrections Officer, and mileage shall be reimbursed at the state-issued reimbursement rate for travel mileage. If the Corrections Officer is required to work overtime or a staff member is called in to work as a result of a necessary transport, the CITY will reimburse the COUNTY for any overtime or call-out pay required by law or any applicable Collective Bargaining Agreement. For medical services located within the boundaries of Ferry County, County shall provide such transportation at the cost of the COUNTY.
 - i. An adequate record of all such medical services shall be kept by COUNTY for the CITY's review at its request.

- ii. Should medical services require hospitalization, the CITY agrees to compensate the COUNTY dollar for dollar any amount expended or cost incurred in providing the same.
- iii. The COUNTY will make the following efforts to collect costs for medical services for Adult City Prisoners prior to billing the CITY:
 - 1. All prisoners who have not been declared indigent for the purpose of provisions of public defense shall be billed for medical services. Any money collected from any Adult City Prisoners shall be used to help offset any costs for medical services that the Adult City Prisoner has incurred.
 - 2. Payment for medical services of Adult City Prisoners incarcerated shall be the responsibility of the CITY, except that the COUNTY shall not require payment incurred because of an accident or injury occurring in the COUNTY correctional facility. Nothing in this Agreement, however, shall be construed to prevent the CITY from independently pursuing collection of costs incurred from an Adult City Prisoner for medical services that the CITY has paid for under this Agreement. As required by RCW 70.48.130(4), as amended, the COUNTY, as part of the screening process upon booking or preparation of an Adult City Prisoner into the COUNTY correction facility, shall identify general information concerning the Adult City Prisoner's ability to pay for health care, including insurance or other medical benefits or resources to which the Adult City Prisoner is eligible or entitled. The Adult City Prisoner shall be evaluated for Medicaid (or its equivalent) eligibility and, if deemed potentially eligible, may be enrolled in the program. This information shall be

made available to the COUNTY and to any provider of medical services, among others. Nothing in this Agreement prohibits or otherwise restricts the County City from conducting its own evaluation of an Adult City Prisoner's ability to pay for medical services, including but not limited to Medicaid eligibility, or from enrolling Adult City Prisoners in appropriate programs.

- h. Discipline. The COUNTY shall have physical control over and power to execute disciplinary authority over all Adult City Prisoners. However, nothing contained herein shall be construed to authorize or impose a type of discipline prohibited by federal, state, and local law.
- i. Records and Reports. The COUNTY shall keep all necessary and pertinent records concerning Adult City Prisoners.
- j. Right of Refusal and Transportation. The COUNTY shall have the right to refuse to book any Adult City Prisoner when, in the opinion of the County Correctional staff, the facility is at capacity or near capacity and/or has implemented booking restrictions. The CITY shall be notified by the COUNTY when the County correctional facility has implemented booking restrictions and when the booking restrictions have been lifted.
- k. The COUNTY shall further have the right to refuse a booking of any Adult City Prisoner that, in the sole judgment of the County correctional facility staff, has a current illness or injury that may adversely affect the operations of the County correctional facility. Booking such Adult City Prisoners is at the sole discretion of the County correctional facility staff. The County correctional facility staff also has sole discretion to request that any Adult City Prisoner being booked undergo a medical evaluation at the Ferry County Hospital and be cleared medically prior to admission to the County correctional facility. If the County correctional staff deems it necessary

to have an Adult City Prisoner medically cleared prior to admission, the COUNTY shall be responsible for transportation to and from the hospital.

- l. The COUNTY has the right to refuse acceptance or entrance to the County correctional facility of any Adult City Prisoner who is obviously in need of immediate emergency medical or mental health treatment until proper treatment is provided. The COUNTY will make reasonable efforts to accept Adult City Prisoners subject to booking restrictions reasonably applied to all agencies uniformly. Booking restrictions may be imposed at the discretion of the Ferry County Sheriff or Jail Superintendent.
- m. The COUNTY will not require payment from the CITY for Adult City Prisoners charged with a felony arising out of the same incident of which the Adult City Prisoner is booked, nor shall the COUNTY require payment for Adult City Prisoners arrested pursuant to an outstanding warrant originating from actions of another jurisdiction. The CITY will not be charged for any Prisoner whose charges or final disposition are reduced from a felony to a misdemeanor.
- n. This Agreement does not include the cost of home monitoring of Adult City Prisoners. Any cost associated with home monitoring of Adult City Prisoners shall be the responsibility of CITY.
- o. Compensation: The CITY shall pay an annual fee for Incarceration Services at an amount established in Exhibit A, attached hereto.

9. GENERAL PROVISIONS

- a. **OPERATIONAL CONTROL.** The CITY acknowledges the COUNTY's operational control of the COUNTY offices and department providing services incident to the processing of City cases. This operational control includes prosecutorial discretion in the charging, filing, and prosecuting of crimes.
- b. **HOLD HARMLESS AND INDEMNIFICATION**

- i. Nothing contained in this section, or this Agreement, shall be construed to create a right of indemnification on any third party.
- ii. The terms of this section shall survive the termination or expiration of this Agreement.
- iii. COUNTY -- Hold Harmless and Indemnification. The COUNTY agrees to hold harmless, indemnify and defend CITY, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property (including reasonable attorney's fees), arising out of any willful misconduct or negligent act, error, omission of COUNTY, its officials, officers, agents, volunteers or employees, in connection with the services required by this Agreement, provided, however that:
 - 1. The COUNTY's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful conduct or negligence of the CITY, its officials, agents, officers, employees, or volunteers; and
 - 2. In the event that the officials, agents, officers, employees, and/or volunteers of both the COUNTY and CITY are negligent, each party shall be liable for its comparative share of fault for any resulting suit, actions, claims, liability, damages, judgments, costs, and expenses (including reasonable attorney's fees).
- iv. CITY -- Hold Harmless and Indemnification. The CITY agrees to hold harmless, indemnify and defend COUNTY, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property (including reasonable attorney's fees), arising out of any willful misconduct or negligent

act, error, omission of CITY, its officials, officers, agents, volunteers or employees, in connection with the services required by this Agreement, provided, however that:

1. The CITY's obligations to indemnify, defend, and hold harmless shall not extend to injuries, sickness, death, or damage caused by or resulting from the sole willful conduct or negligence of the COUNTY, its officials, agents, officers, employees, or volunteers; and
2. In the event that the officials, agents, officers, employees, and/or volunteers of both the CITY and COUNTY are negligent, each party shall be liable for its comparative share of fault for any resulting suit, actions, claims, liability, damages, judgments, costs, and expenses (including reasonable attorney's fees).

- c. **INDEPENDENT CONTRACTOR.** In providing services under this Agreement, the relationship with the parties is that of an independent contractor. Neither party, nor its officers, agents, or employees, are agents or employee of the other party for any purpose, including responsibility for any federal or state tax, industrial insurance, or social security liability.
- d. **SEVERABILITY.** If any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.
- e. **WAIVER OF BREACH.** Waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

- f. **INTERPRETATION** This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to it being drafted by any party or its counsel.
- g. **ACCESS TO RECORDS** Except as provided for elsewhere in this Agreement, the parties hereby agree that authorized representatives of the parties shall have access to any books, documents, papers and records of the other party which are pertinent to this Agreement for the purpose of making audits, examinations, or investigations, except where prohibited by law, regulation, or in the sole determination of the Sheriff or Prosecuting Attorney implicates an active criminal investigation. The party seeking access to records shall provide written notice at least five business days prior to inspection, detailing what records are sought to be reviewed and when such inspection is requested. Such a request shall not be unreasonably delayed or denied. All such records and all other records pertinent to this Agreement, and work undertaken pursuant to this Agreement, shall be retained by the parties for a period of 6-years after the final expiration date of this Agreement, or any amendments thereto, unless a longer period is required to resolve audit findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for a longer period for record retention.
- h. **ENTIRE AGREEMENT** This Agreement represents the entire integrated agreement between the COUNTY and CITY and supersedes all prior negotiations, representations, or agreements, either written or oral.
- i. **ANNUAL REVIEW MEETING.** A quorum of the CITY Council and a quorum of the Board of County Commissioners shall meet jointly at least once per calendar year at a duly noticed public meeting to evaluate performance under this Agreement. Prior to such a meeting, law and justice personnel of each party shall meet to review performance under this Agreement

and prepare an agenda for discussion by the legislative bodies. The parties shall cooperate in scheduling such meetings at mutually convenient times.

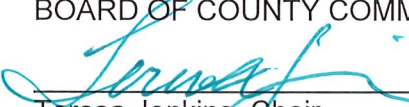
- j. **ARBITRATION** It is understood and agreed that in the event of a dispute or controversy to any part of this Agreement, such dispute or controversy shall be submitted to arbitration of three (3) persons, one to be chosen by the COUNTY, one to be chosen by the CITY, and the two persons so chosen shall select a third person and the decision of the three shall be conclusive and binding on both parties to the dispute. The CITY and COUNTY shall share such arbitration costs equally.
- k. **TERM** Except as provided in the Section on Termination, below, the term of this Agreement shall commence on the latest date that a necessary Party has affixed its' authorized agent's signature to this Agreement and shall terminate on December 31, 2026. Upon expiration of this Agreement, the Agreement shall automatically renew for another one-year period under the terms provided for herein.
- l. **VOLUNTARY TERMINATION** In the event that either party shall desire to terminate this Agreement or any part of this Agreement prior to the end of the Term provided for above, such party may terminate this Agreement upon the following terms and conditions:
 - i. Either party may terminate this Agreement, or any part of this Agreement, upon 120-days' notice prior to the expiration of the term by giving notice of intent to terminate or non-renewal, and in such case, the party shall follow the requirements of RCW 39.34.180, as applicable. The parties may, and should meet annually, prior to the finalization of their respective budgets, to review the provisions of this Agreement.
 - ii. If a party desires to terminate this Agreement as a result of hardship, this Agreement shall terminate 120-days after either party gives written notice of termination to the other.

- iii. Written Notice Required. The party desiring to terminate this Agreement shall provide written notice to the governing legislative body of the other party.
 - iv. Upon receipt of notice of intent to terminate, the parties agree to commence work on, and complete within 120 days, a plan for the orderly transition of responsibilities from the COUNTY to the CITY over a minimum time frame of six months. The transition plan shall identify and address personnel, capital equipment, workload, responsibility for ongoing investigations, and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan. The minimum time frame to complete and implement a transition plan may be shortened as necessary if this Agreement is terminated due to hardship or lack of legislative appropriation by either party.
 - v. Upon completion of a mutually agreed upon transition plan, or as necessary if this Agreement is terminated due to lack of legislative appropriation, either party may provide official written notice of its intent to terminate this Agreement consistent with the contents of the transition plan
 - vi. In the event of termination, the amount of compensation owed to the COUNTY by the CITY shall be paid up to the effective date of termination on a pro rata basis.
- m. **INVOLUNTARY TERMINATION** If the COUNTY fails to receive payment on any invoice presented by COUNTY to the CITY pursuant to this Agreement within ninety (90) days after the COUNTY issued the invoice, and no Party has initiated the procedure for beginning arbitration pursuant to the provisions of this Agreement, this Agreement shall automatically terminate on the ninetieth (90th) day after issuance of the invoice by the COUNTY. If this Agreement is terminated pursuant to this section of the Agreement, the COUNTY shall have no further duties or obligations under this

p. **FULL COMPENSATION** Payment of the above amounts is intended to provide full and complete compensation to the COUNTY for all costs associated with providing the services detailed in this Agreement.

APPROVED this 29th day of July, 2026.

BOARD OF COUNTY COMMISSIONERS:


Teresa Jenkins, Chair


Zack Trudell, Vice Chair


Robert P. Dean, Member

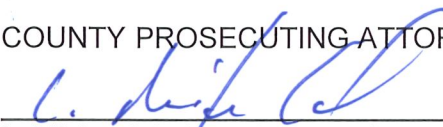
Attest:

April Drennan, Clerk of the Board

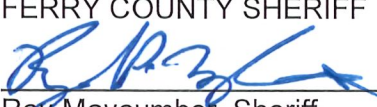
FERRY COUNTY DISTRICT COURT:


Sarah Cuellar, Judge

COUNTY PROSECUTING ATTORNEY:

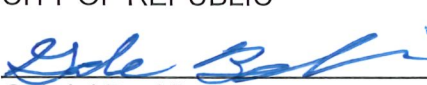

L. Michael Golden, Prosecuting Attorney

FERRY COUNTY SHERIFF


Ray Maycumber, Sheriff

APPROVED this 29th day of July, 2026.

CITY OF REPUBLIC


Gabriel Becklin, Mayor

Attest:



Nicolas Olsen, Clerk-Treasurer

Approved as to form:



Julie K. Norton, City Attorney



Exhibit A – 2026 Compensation

The fixed cost of services to the City for each contract year shall be equal to the cost of providing services to the City in the prior calendar year.

For contract year 2026, the fixed cost of services has been calculated as follows:

Service	2025 Total Expenditures	2025 Applicable Expenditures	Rate*	Amount
Law Enforcement	\$1,110,833.16	\$904,408.22	24%	\$217,057.97
Municipal Court	\$344,649.81	\$311,462.07	23%	\$71,636.28
Prosecution	\$443,606.46	\$256,912.66	16%	\$41,106.03
Public Defense	\$226,471.00	\$88,761.60	36%	\$31,954.18
E911	\$666,265.31	\$118,460.04	15%	\$17,769.01
Total	\$2,791,825.74	\$1,680,004.59		\$379,523.46

*Rates calculated separately by each Department.