

## **CITY-COUNTY LAW ENFORCEMENT CONTRACT**

This contract is made and entered into this 1<sup>st</sup> day of January, 2009 by and between Washington County, Kansas hereinafter referred to as the "County", and the City of Washington, hereinafter referred to as the "City", both of who understand and agree as follows:

WHEREAS, the City is a municipal corporation of the State of Kansas and is desirous of contracting with the county for the services of the Sheriff's Department in enforcing laws within the City: and

WHEREAS, the County is agreeable to rendering such service under the terms and conditions hereinafter set forth, subject to the approval of the County Sheriff: and

WHEREAS, contracts between cities and counties for the enforcement of municipal ordinances are authorized by K.S.A. 1983 Supp; 12-2909, and amendments thereto.

NOW THEREFORE, for the consideration hereinafter set out and upon the terms and conditions enumerated, the City and County agree as follows:

1. Purpose of Contract. This contract is for the purpose of securing the enforcement of all laws within the City, with the exception of animal control laws; to provide a visible patrol unit within the City of Washington for the specific hours of the contract by the County Sheriff and officers of the Sheriff's Department designated herein. The area to be services is the corporate limits of the City.
2. Duties and Levels of Service. By and through the Washington County Sheriff, and other officers designated herein, the County shall enforce the ordinances of the city, with the exception of animal control laws. The County agrees that the Sheriff and other officers designated herein will appear in Municipal Court as needed to aid in the prosecution of individuals accused of ordinance violations and also shall appear in the District Court of Washington County as necessary.

The Sheriff shall maintain at least one officer on-duty with patrol vehicle in the City during the term of this agreement January 1, 2009 to December 31, 2009 to equal 780 hours in twelve months. The time of patrol and duty hours will be flexible and records maintained by the sheriff or designated officers shall average 15 hours per week. Hours of patrol may be increased as needed or requested by the City Mayor or Washington County Sheriff to provide day time school patrol and/or other City special events.

The Sheriff or other designated officer shall supervise the enforcement of all ordinances with the exception of animal control laws, and he shall attend meetings of the governing body and report on ordinance needs and problems at the request of the governing body when

given 24 hours notice. At all other times the Sheriff or officers designated herein shall meet with the Mayor of the City as needed about ordinance enforcement needs and problems.

3. Compensation. In exchange for the ordinance enforcement and patrol services described above, the city shall pay to the Washington County Sheriff a yearly fee of \$15,000.00 to be paid as follows: \$1,250.00 per month January – December. The Sheriff will furnish billing for hours of service the last day of the month.

The City shall furnish at its own cost and expense all necessary office space, furnishings, furniture, office supplies, janitor service, telephone, light, water and other utilities necessary for the enforcement of the ordinances of the city. The office space may be used by the Sheriff or other officers designated herein in the performance of their duties under state law. The County shall provide all necessary vehicles, fuel and equipment necessary to carry out the duties assumed under the contract. Maintenance of vehicles and equipment in satisfactory condition shall be County responsibility.

4. Payment of Wages and Benefits; Law Enforcement Training. The Sheriff may appoint full-time deputies, part-times deputies or reserve deputies to enforcement the city's ordinances under this Contract, and the Sheriff and the above individuals shall have all the powers of a police officer of the City by virtue of this contract. Any change in the above appointments may be accomplished by an amendment to this contract, signed by representatives of both the City and County.

It is understood by the City and County that should the City have any complaint about the performance of any of the officers designated herein that the City shall so advise the Sheriff. The Sheriff shall determine whether the complaint is justified and warrants disciplinary action, including termination, transfer or other action involving the officer.

5. County/City Liability. The County shall assume liability for the negligent acts of the Sheriff or his deputies occurring during the course of enforcing the city's ordinances. The City shall assume liability for all other matters and specifically for invalid statutes.
6. Records. The Sheriff and other officers designated herein shall keep reasonably detailed records sufficient to make periodic reports to the City governing body on ordinance enforcement and any costs incurred therefor.
7. Term. This contract shall become effective on the date mentioned above and shall have a term of twelve (12) months. It shall not be assigned by either party. In the event the City wishes to renew the contract, it shall notify in writing the County and Sheriff sixty (60) days before expiration of the contract. In the event the County wishes to renew the contract, it shall so notify the City in writing of it's willingness to accept such renewal thirty (30) days before the expiration of the contract for an additional year or such other shorter term as it deems advisable. Upon receipt by the City of such acceptance of renewal, the contract shall automatically be renewed for an additional year.

Notwithstanding the provisions of this section, either the City or the County may terminate this contract during the course of its term upon notice in writing to the other party of not less than one hundred twenty (120) days.

IN WITNESS WHEREOF, the City and County have caused their names to be affixed hereto by the proper officers thereof. This agreement is signed and executed this 5<sup>th</sup> day of January, 2009.

City of Washington

Board of County Commissioners  
Washington County, Kansas

\_\_\_\_\_  
Harold H. Jones, Jr., Mayor

\_\_\_\_\_  
Alison Mueller, Member

\_\_\_\_\_  
Gene Helms, Member

\_\_\_\_\_  
Roger Otott, Member

ATTEST:

APPROVED:

\_\_\_\_\_  
Denise M. Powell, City Clerk

\_\_\_\_\_  
Bill Overbeck, Washington County Sheriff

\_\_\_\_\_  
Lou Kern, Washington County Clerk

\_\_\_\_\_  
Elizabeth A. B. Hiltgen,  
Washington County Attorney