

# **PACIFIC COUNTY ROADS AND TRAFFIC POLICING AGREEMENT**

THIS AGREEMENT is between the duly elected **Pacific County Sheriff**, hereafter referred to as "PCSO", the **Pacific County Engineer**, and the duly elected **Pacific County Board of County Commissioners**, hereafter referred to as "BOCC".

## **Section I Purpose**

The purpose of this agreement is to provide accountability for an appropriate expenditure of road funds in support of PCSO for the enforcement of the laws, ordinances, resolutions, rules, regulations and policies pertaining to County roads within Pacific County.

The expenditure of road funds in support of PCSO of County Road Funds and this agreement are necessary for the health, safety and welfare of the citizens of Pacific County.

## **Section II Services and Implementation**

The BOCC agrees to provide a maximum annual amount from the County Road Fund for the exclusive use of the PCSO for the sole purposes of providing traffic policing and road related service capacity. The BOCC shall determine the amount during the annual budget process through consultation with the County Engineer, County Sheriff, and other County Officials engaged in development of the County Road and County Sheriff's budgets. These funds shall be made available for expenditure per the appropriation set forth in the annual adopted County budget, and are to be used for road and traffic policing purposes within Pacific County.

While road and traffic policing are the primary duties to be performed, Sheriff's Deputies funded by road funds are Sheriff's employees, supervised by Sheriff's supervisors and will be available to respond to incidents and criminal complaints on an as needed basis.

The Sheriff's Office will provide the vehicles and all other equipment and training needed for traffic policing and law enforcement activities. Any costs in addition to the annual amount set in the budget will be the responsibility of the Sheriff's Office.

## **Section III Allocation of Risks**

The parties to this Agreement recognize that each is an office or department of Pacific County, a municipal corporation and that any liability of either department incurs liability for the municipal corporation, Pacific County.

## **Section IV Accountability/Reporting**

As consideration for the services provided under this Agreement, the Sheriff shall submit a monthly report to the County Engineer that includes the name of each employee, the number of hours worked under the terms of this agreement, and the employee's monthly salary and benefits, including pay for approved leave.

All expenditures shall be properly accounted for and shall only include direct and indirect labor costs. No other expenditures will be covered under this agreement. The total amount available under this agreement shall not exceed the amount approved by the County Commissioners in the annual adopted budget.

**Section V   General**

- A.    Modification: No change or addition to this agreement shall be valid or binding upon either party unless such change or addition be in writing, executed by both parties.
  
- B.    Extent of Contract: This agreement shall be in effect from January 1, 2013 to December 31, 2013, unless otherwise terminated in accordance with the provisions herein.
  
- C.    Termination: In the event of termination, the County Engineer shall be liable for payments on a prorata basis for only those services rendered prior to the effective date of termination.

The Pacific County Board of County Commissioners, the Sheriff and the County Engineer will review this agreement and the success of the traffic policing program annually during the budget process. Funding for the traffic policing is dependent on success of the program and the ability of the County and Road Fund to fund such activities, and the overall prioritization of traffic policing compared with other Road Fund needs.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

PACIFIC COUNTY SHERIFF

PACIFIC COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
Scott Johnson, Sheriff

\_\_\_\_\_  
Lisa Ayers, Chairperson

DEPARTMENT OF PUBLIC WORKS

\_\_\_\_\_  
Norman B Cuffel, Commissioner

\_\_\_\_\_  
Mike Collins, Director

\_\_\_\_\_  
Beverly Olson, Interim Commissioner

Attested by:

Approved as to form:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Prosecuting Attorney