

**INTERLOCAL AGREEMENT  
BETWEEN SNOHOMISH COUNTY AND THE TOWN OF INDEX  
RELATING TO LAW ENFORCEMENT SERVICES**

This Interlocal Agreement Between Snohomish County and The Town of Index Relating to Law Enforcement Services (“the Agreement”) entered into by and between Snohomish County, a political subdivision of the State of Washington (“the County”), and the Town of Index, a municipal corporation of the State of Washington (“the Town”), WITNESSES THAT:

WHEREAS the Town’s geographical boundaries lie entirely within the County; and

WHEREAS the Town possesses the power, legal authority, and responsibility to provide law enforcement services to the citizens within its boundaries; and

WHEREAS the County, through its Sheriff’s Office (“the Sheriff”) provides law enforcement services to the citizens of Snohomish County; and

WHEREAS the County has the power and legal authority to extend those law enforcement services into the geographical area of the Town; and

WHEREAS Chapter 39.34 RCW authorizes two or more public entities to contract with each other to perform functions that each may individually perform; and

WHEREAS the Town desires to enter into an agreement with the County whereby the County, through its Sheriff’s Office, will provide quality law enforcement services to the Town and its inhabitants; and

WHEREAS, the County agrees to render such law enforcement services, through its Sheriff;

**NOW THEREFORE**, in consideration of the covenants, conditions, performances, and promises contained herein, the parties agree as follows:

**1.0 BASE LEVEL SERVICES.** The County will provide within Town limits the following base-level law enforcement services, rendering such services in the same manner, and with the same equipment, as is customarily provided by the County in unincorporated Snohomish County unless otherwise set forth herein:

1.1 PATROL SERVICES. The County will provide Police Patrol Services as the first response for the enforcement of state law and the Town's adopted municipal, criminal, and traffic codes as follows:

1.1.1 Reactive Patrol. Respond to calls on a "call for service" basis, including investigating traffic collisions. A "call for service" is defined as a dispatch from Snohomish County 911.

1.1.2 Proactive Patrol. Prevent and deter criminal activity and enforce applicable traffic codes. Proactive Patrol will be provided a minimum of fifteen (15) minutes a day.

1.2 INVESTIGATIVE SERVICES. The County will provide Investigative Services consisting of criminal investigations by detectives assigned to patrol precincts to investigate crimes such as burglary and auto theft, and by detectives assigned to the Investigations Division to investigate crimes such as homicide, drug offenses, special assaults, fraud, and reports, such as missing persons, vice, child abuse, and major collisions. These detectives are supported by polygraph, evidence control, and the Automatic Fingerprint Identifications System ("AFIS").

1.3 SPECIAL SERVICES. The County will provide Special Services that may include but are not limited to, K-9 patrol, hostage negotiations, SWAT, bomb disposal, sex offender registration, dive team, reserve deputy support, Crime Prevention Officers, and volunteer community crime prevention.

1.4 SUPPORT SERVICES. The County will provide Support Services that include planning & research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, records, internal investigations, evidence management, and contract administration.

1.5 RECORDS. The County will perform required data entry into the New World system in accordance with this Agreement and shall maintain records consistent with applicable state law.

1.6 EVIDENCE. The County will process and maintain Evidence and Property collected as a result of investigations occurring within the Town in the same manner used for Sheriff investigations occurring in the unincorporated portions of the County.

**2.0 ORGANIZATION.** The County will designate a Sheriff's Sergeant to act as the liaison ("the Liaison") with the Town. The Liaison will coordinate service delivery, attend Council and other public meetings as required by the Town, prepare budget requests, schedule employees, maintain the integrity of records and evidence, and generally manage law enforcement activities on behalf of the Town. The Sheriff has no interest in defining law enforcement issues and priorities of importance to the Town to the extent that the Town's issues and priorities are lawful. The Mayor shall maintain the authority to define law enforcement issues and priorities to the Liaison or his/her designee. The Liaison and all other personnel assigned under this Agreement will respond to the general law enforcement issues and priorities identified by the Mayor.

**3.0 REPORTING.**

3.1 REPORTING DISTRICTS. The County will maintain reporting districts that are coterminous with the Town's boundaries to enable accurate data collection on criminal and traffic activity and on dispatched call(s) for service.

3.2 NOTIFICATION TO MAYOR. The Mayor will provide the Liaison with a list of events that are considered "significant criminal occurrences." The Liaison will promptly notify the Mayor in the event of a significant criminal occurrence within the Town.

3.3 ACTIVITY REPORTS. Each month the County will provide reports to the Town, through the Liaison, on criminal and traffic activity within the Town limits.

3.4 MEDIA RELEASES. The Sheriff's Director of Communications will prepare news releases concerning major crime investigations conducted by Sheriff Investigators and will send a copy to the Mayor or the Mayor's designee and to the Liaison. The Liaison, or the Liaison and the Sheriff's Director of Communications, will prepare media releases concerning law enforcement activities conducted by deputies performing services under this Agreement. Information concerning performance under this Agreement shall not be released to the media by either party without first discussing the issues involved with the other party.

**4.0 PERSONNEL AND EQUIPMENT.**

4.1 INDEPENDENT CONTRACTOR. The County is acting hereunder as an independent contractor so that:

4.1.1 SERVICE PROVIDED BY COUNTY EMPLOYEES. All County Employees rendering services hereunder shall be considered employees of the County for all purposes.

4.1.2 CONTROL OF PERSONNEL. With the exception of defining enforcement issues and priorities, the County shall control the conduct of personnel, including standards of performance, discipline, and all other aspects of performance.

4.1.3 OPERATIONAL CONTROL BY LIAISON. Operational control of personnel, including but not limited to establishing work shifts and schedules, assignments, training requirements, overtime, etc. shall be the responsibility of the Sheriff through the Liaison. Notwithstanding terms and conditions contained in this Agreement, such operational control shall be consistent with provisions contained in the Sheriff's Office Manual of Policy and Procedures.

## 5.0 COMPENSATION.

5.1 CONTRACT AMOUNT. In consideration for the base-level law enforcement services provided by the County, the Town promises to pay the County a sum, quarterly, equal to one-fourth of the annual fee, plus any "call(s) for service" fees for the previous quarter.

### 5.2 FEES

5.2.1 Annual fee for the calendar year:

2024: \$10,248

2025: \$10,709

2026: \$11,191

5.2.2 Call(s) for service fee, per call:

2024: \$120.83/per call

2025: \$126.26/per call

2026: \$131.95/per call

5.2.3 In the event direct costs to the County to provide such services increase by a rate that is more than one percent (1%) over the amount of anticipated inflation, the parties agree that the costs for the remainder of the term of this Agreement shall be renegotiated based on actual direct costs.

5.2.4 The County shall notify the Town, in writing, by October 1, of any changes in service costs pursuant to this subsection for the following year.

5.3 BILLING. The Town will be billed in equal quarterly amounts for the annual fee plus the call(s) for service fees for the previous quarter. Payments are due within thirty (30) days after invoicing by the County. Payment shall be made to:

Snohomish County Sheriff's Office  
Finance Division  
3000 Rockefeller Avenue, M/S 606  
Everett, WA 98201

**6.0 TOWN RESPONSIBILITIES.** In support of the County providing the services described in Section 1 and 2 above, the Town promises:

6.1 To hereby confer municipal police authority on such County deputies as might be engaged hereunder in enforcing Town ordinances within Town boundaries, for the purposes of carrying out this Agreement.

6.2 To provide for criminal justice system services necessary to support this Agreement that are directly attributable to enforcement of state and municipal laws within Town limits including but not limited to jail fees, prosecution and court costs, assigned counsel, jury and witness fees, and interpreter fees.

6.3 To supply, at its own cost and expense, any special supplies, stationery, notices, forms, equipment, uniforms, and the like where such is required by the Town or must be issued in the name of the Town.

6.4 To obtain access, independently from this Agreement to the Snohomish County Emergency Radio System (SERS) 800 MHz Trunked Radio System through the County Finance Department.

**7.0 TERM; EFFECTIVE DATE.** This Agreement will govern law enforcement services provided from January 1, 2024 (“Effective Date”), through December 31, 2026, unless either party terminates early pursuant to Section 8 or termination is necessary due to a lack of sufficient legislative appropriation by either or both parties. Pursuant to RCW 39.34.040, this Agreement will be filed with the Snohomish County Auditor or posted on the County’s Interlocal Agreements website.

In the event of a lack of legislative appropriation by the County Council, the Town shall have the option of paying for services set forth in this Agreement in advance.

**8.0 TERMINATION.** Either party may terminate this Agreement for any reason upon providing written notice to the other party thirty (30) days prior to the effective termination date, in which case the Town shall compensate the County only for the costs of those services provided through the period of time this Agreement remains in effect. Termination shall not affect the rights of the County under other sections of this Agreement.

**9.0 NOTICES.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified or registered mail to the following persons:

To the County:  
Snohomish County Sheriff  
3000 Rockefeller Avenue, M/S 606  
Everett, WA 98201

To the Town:

Mayor  
P. O. Box 88  
Index, WA 98256

**10.0 INDEMNIFICATION.**

10.1 The County shall protect, save harmless, indemnify, and defend the Town, its elected and appointed officials, officers, employees, and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or County employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the County in performance of this Agreement, its elected or appointed officials, officers, employees, or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the Town, its elected or appointed officials, officers, employees, or agents.

10.2 The Town shall protect, save harmless, indemnify, and defend the County, its elected and appointed officials, officers, employees, and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or Town employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the Town in performance of this Agreement, its elected or appointed officials, officers, employees, or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees, or agents.

10.3 In executing this Agreement, the County does not assume liability or responsibility for or in any way releases the Town from any liability or responsibility that arises in whole or in part from the existence or effect of Town ordinances, rules, or regulations. In any cause, claim, suit, action, or administrative proceeding in which the enforceability and/or validity of any such Town ordinance, rule, or regulation is at issue, the Town shall defend on that issue at its sole expense, and if a judgment is entered or damages are awarded against the Town, the County, or both, on that issue, the Town shall satisfy the same, including all chargeable costs and attorney's fees, attributable to the existence or effect of a Town ordinance, rule, or regulation. In any such cause, claim, suit, or action, each party shall otherwise remain responsible for its own acts or omissions, as well as those of its elected and appointed officials, officers, employees, and agents, as provided in paragraphs 10.1 and 10.2 of this Agreement.

**11.0 AUDITS AND INSPECTIONS.** The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the County or the Town during the term of this Agreement and for a period of three (3) years after termination.

**12.0 AMENDMENTS.** This Agreement may be amended at any time by mutual written agreement of the parties that is executed with the same formalities as required for the execution of this Agreement.

**13.0 NO THIRD-PARTY BENEFICIARY.** The County and the Town agree that this Agreement shall not confer third-party beneficiary status on any non-party, including the citizens of either the County or the Town.

**14.0 LEGAL REQUIREMENTS.** Both parties shall comply with all applicable federal, state, and local laws in performing this Agreement.

**15.0 VENUE.** The laws of the State of Washington shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

**16.0 WAIVER OF DEFAULT.** Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement and filed with the County Auditor.

**17.0 DISPUTE RESOLUTION.**

17.1 In the event differences between the Town and the County should arise over the terms and conditions of this Agreement, the Sheriff and the Mayor, or their respective designees, shall attempt to resolve any problems on an informal basis.

17.2 If the problem cannot be resolved informally, the matter shall be referred to the Snohomish County Dispute Resolution Center for mediation.

17.3 If mediation is not successful, either party may institute legal action to enforce the terms and conditions of this Agreement. The prevailing party in any legal action shall be entitled to reasonable attorney's fees and court costs.

**18.0 ENTIRE AGREEMENT.** 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. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

**19.0 SEVERABILITY.** Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

In witness whereof, the parties have executed this Agreement.

**SNOHOMISH COUNTY**

\_\_\_\_\_  
County Executive Ken Klein  
Executive Director

DATE: \_\_\_\_\_

APPROVAL RECOMMENDED:

Adam Fortney  
Sheriff

DATE: 08/28/2023

APPROVED AS TO FORM:

Judith M. Dwyer  
Deputy Prosecuting Attorney

DATE: 8/25/23

REVIEWED BY RISK MANAGEMENT:

**Barker, Sheila**

Digitally signed by Barker,  
Sheila  
Date: 2023.08.28 10:38:42  
-07'00'

\_\_\_\_\_  
Risk Manager

DATE: \_\_\_\_\_

**TOWN OF INDEX**

[Signature]  
Mayor

DATE: 8/18/23

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

DATE: \_\_\_\_\_

<b>COUNCIL USE ONLY</b>	
Approved	<u>9/20/2023</u>
ECAF #	<u>2023-1011</u>
MOT/ORD	<u>Motion 23-373</u>