

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY
AND THE CITY OF GOLD BAR
RELATING TO LAW ENFORCEMENT SERVICES**

This Interlocal Agreement Between Snohomish County and the City of Gold Bar relating to Law Enforcement Services ("the Agreement") is entered into by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Gold Bar, a municipal corporation of the State of Washington (the "City").

WHEREAS, the City's geographical boundaries lie entirely within the County; and,

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

WHEREAS, the County, through the Snohomish County Sheriff's Office ("SCSO"), 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 City; and

WHEREAS, the City desires that the County extend its law enforcement services into the geographical area of the City; and

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through the SCSO, will extend its law enforcement services into the geographical boundaries of the City, and the City will compensate the County for the equitable share of extending such law enforcement services into the City; and

WHEREAS, the County agrees to extend such law enforcement services into the geographical boundaries of the City; 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.

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

1.0 BASE LEVEL SERVICES.

The County will provide the law enforcement services described in paragraphs 1.1 through 1.6 within the geographical boundaries of the City. Unless otherwise stated in this agreement, the County

will render such services at the same level, degree, and type as is customarily provided by the County in the unincorporated areas of Snohomish County surrounding the geographical boundaries of the City.

1.1 **PATROL SERVICES.** The County will provide Police Patrol Services as the first response for the enforcement of state law as well as municipal criminal and traffic codes adopted by the City. Patrol services shall include reactive patrol to respond to calls for service from residences and businesses, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable traffic codes. The personnel providing services pursuant to this agreement will provide patrol services to the City during their scheduled work shifts.

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 accidents. These detectives are supported by polygraph, evidence control, and the Automatic Fingerprint Identification System ("AFIS").

1.3 **SPECIAL SERVICES.** The County will provide Special Services that may include K-9 patrol, hostage negotiations, Special Weapons and Response Team ("SWAT"), bomb disposal, sex offender registration, dive team, reserve deputy support, volunteer, and community crime prevention.

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

1.5 **RECORDS.** The County will perform required data entry into the RMS system.

1.6 **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 SCSO investigations occurring in the unincorporated portions of the County.

2.0 ORGANIZATION.

The County will provide the services identified in Section 1.0 and extend its law enforcement services into the geographical boundaries of the City through the following organization:

2.1 **PERSONNEL.** The County will designate a SCSO Sergeant (the "Sergeant") to act as the Chief of Police and as a liaison between the County and the City. The Sergeant will coordinate service delivery, attend Council and other public meetings as required by the City, prepare budget requests, schedule and supervise SCSO employees as required by this Agreement and by his/her regular duties, maintain integrity of records and evidence, and generally manage the law enforcement activities within the City. The County has no interest in defining law enforcement issues and priorities of importance to the City to the extent that the City's directives hereunder are lawful. The City's Mayor (the "Mayor") shall maintain the authority to define law enforcement issues and priorities of the City. The Sergeant

and all other personnel providing services under this Agreement will respond to the general law enforcement issues and priorities identified by the Mayor.

In addition to the Sergeant, the County will direct four (4) full-time dedicated SCSO deputies to patrol both the unincorporated areas of Snohomish County surrounding the geographical boundaries of the City and to provide the services identified in Section 1 within the geographical boundaries of the City. Deputies will be assigned to the City in accordance with the governing collective bargaining agreement executed between Snohomish County and the Deputy Sheriff's Association.

2.2 GOLD BAR SUBSTATION. The City will provide office space at Gold Bar City Hall to all SCSO employees providing services under this Agreement. This location will be referred to as the SCSO Gold Bar Substation ("Substation"). Additionally, SCSO personnel not providing services under this agreement may also use the Substation.

2.3 MARKING OF VEHICLES AND UNIFORMS. The vehicles and uniforms of the full-time deputies providing services under this agreement may display identification of the City and/or region. The Snohomish County Sheriff will determine the form of the identification after consulting with the Mayor.

3.0 REPORTING.

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

3.2 SIGNIFICANT OCCURRENCE. The Mayor will provide the Sergeant with a list of events that are considered significant criminal occurrences. The Sergeant will promptly notify the Mayor in the event of a significant criminal occurrence or other major event within the City.

3.3 ACTIVITY REPORTS. The County, through the Sergeant, will provide the City with quarterly reports on criminal and traffic activity within the City limits and on law enforcement services provided. Services provided shall be grouped by major category of service as listed in Section 1.0 above.

3.4 MEDIA RELEASES. The SCSO Public Information Officer (the "PIO") will prepare news releases concerning major crime investigations conducted by the SCSO and will send a copy to the Sergeant and the Mayor or the Mayor's designee. The Sergeant or the Sergeant and the SCSO PIO will prepare media releases concerning law enforcement activities performed by the deputies assigned to the City under this Agreement. Any such release of information to the media that is deemed to be sensitive or likely to cause concern or alarm shall be prepared jointly by the Sergeant and the PIO and provided to the Mayor or the Mayor's designee before its release. All other routine media releases concerning law enforcement activities in Gold Bar will be forwarded to the Mayor or the Mayor's designee for review, concurrent with or before release to the media. 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 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 SERGEANT.** 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 Snohomish County Sheriff through the Sergeant. Notwithstanding the terms and conditions contained in this agreement, such operational control shall be consistent with provisions contained in the SCSO's Manual of Policy and Procedures.

4.2 **MINIMUM STAFFING.** The minimum staffing under this agreement shall be one (1) deputy on duty between the hours of 0600 and 2400 to patrol within the geographical boundaries of the City and unincorporated areas of Snohomish County surrounding the City. The potential exists that there may not be a Deputy specifically assigned to the region from the hours of 2400 to 0600. That will occur less than 10% of the time.

4.3 Equipment purchased by the County with funds provided by the City for the purpose of providing services under this agreement or any predecessor agreement and any money contributed towards reserve accounts for future replacement, purchase, or upgrade of this equipment shall be disposed of pursuant to Section 9.4.

4.4 Equipment purchased by the County with funds provided by the City for the purpose of providing services under this Agreement shall be maintained in a manner, and replaced at a point in time, no later than is consistent with the customary maintenance and replacement schedule for like equipment provided by the County in policing unincorporated Snohomish County.

5.0 PERFORMANCE REVIEW SCHEDULE. The Snohomish County Sheriff or his/her designee shall meet with the City in March and September of each year, or sooner if required under section 15.0, to discuss performance under this agreement. The Snohomish County Sheriff or his/her designee will provide summaries of activity and budget updates at these meetings. The City shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications.

6.0 COMPENSATION-BASE LEVEL SERVICES.

6.1 **CONTRACT AMOUNT.** In consideration for the base level services provided by the County as set forth herein, the City promises to pay the County a quarterly sum equal to one-quarter of the yearly cost determined according to Addendum I, which is attached hereto and incorporated herein

by reference. 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 as indicated in Addendum 1, the parties agree that the costs for the remainder of the term of this agreement shall be renegotiated based on actual direct costs.

6.2 BILLING. The County will bill the City in equal monthly amounts for services rendered. The payments are due within thirty (30) days after invoicing by the County. Payment shall be made to:

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

6.3 CREDIT FOR GOLD BAR SUBSTATION. The County will annually provide a credit to the City for use of the Gold Bar Substation by SCSO personnel not providing services under this agreement. Addendum 2, which is attached hereto and incorporated herein by reference, establishes the method of calculating the square footage credit and the method of determining the current "per foot" fair market value.

7.0 CITY RESPONSIBILITIES. In support of the County providing the services described in Section 1.0 above, the City promises:

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

7.2 To supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.

7.3 To maintain an agreement with Snohomish County and Snohomish County 911 for use of the Emergency Radio System.

7.4 To retain its Violations Bureau and to retain revenue from traffic infractions in the same manner as it did before law enforcement services were provided by the County.

7.5 To make office space at Gold Bar City Hall available, pursuant to Section 2.2.

8.0 DURATION. The term of this Agreement shall begin on January 1, 2023, or as soon thereafter as it is duly authorized, signed by both parties, and filed with the Snohomish County Auditor as required by RCW 39.34.040, and shall end at midnight on December 31, 2023, unless terminated earlier as provided in this Agreement. It is understood and agreed, however, that the obligations in this Agreement are contingent upon sufficient legislative appropriation made by each party in each year beyond 2023.

9.0 TERMINATION PROCESS. Either party may initiate a process to terminate this Agreement as follows:

9.1 The party desiring to terminate this Agreement shall provide written notice to the other party.

9.2 Upon receipt of such notice, the parties agree to commence work on, and to complete within one hundred twenty (120) days from the date of such notice, a transition plan providing for an orderly transition of responsibilities from the County to the City over a minimum time frame of twelve (12) months; PROVIDED, that the minimum time frame to complete and implement a transition plan may be shortened as necessary if this Agreement is terminated due to lack of legislative appropriation by either party. The transition plan shall identify and address personnel, capital equipment, workload, and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.

9.3 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 plan, or as necessary due to lack of legislative appropriation. The transfer of responsibilities from the County to the City shall take place on January 1 of the year immediately following the planning year specified in paragraph 9.2 above, unless a different year is specified in the transition plan or is necessary due to lack of legislative appropriation.

9.4 Upon termination of this Agreement, the County shall deliver to the City all equipment used to provide service to the City under this Agreement that was purchased (either directly or through reimbursement) with City funds. The County shall also deliver to the City any funds in the Equipment Rental and Revolving (ER&R) or other reserve accounts accumulated for future vehicle or equipment purchases on behalf of the City.

10.0 DISPUTE RESOLUTION.

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

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

10.3 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.

11.0 NOTICES.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when delivered personally or when sent by certified or registered mail, and if to be given to the County shall be sent or delivered to:

Snohomish County Sheriff
County Courthouse
3000 Rockefeller, M/S 606
Everett, WA 98201

And if to be given to the City shall be sent or delivered to:

Mayor
City of Gold Bar
107 5th St.
Gold Bar, WA 98251

12.0 INDEMNIFICATION.

12.1 COUNTY RESPONSIBILITY. The County shall protect, save harmless, indemnify, and defend the City, 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 City, its elected or appointed officials, officers, employees, or agents.

12.2 CITY RESPONSIBILITY. The City 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 the City employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City 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.

12.3 CITY ORDINANCES. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the existence or effect of City ordinances, rules, or regulations. In any cause, claim, suit, action, or administrative proceeding in which the enforceability and/or validity of any such City ordinance, rule, or regulation is at issue, the City shall defend on that issue at its sole expense, and if judgment is entered or damages are awarded against the City, the County, or both, on that issue, the City shall satisfy the same, including all chargeable costs and attorney's fees, attributable to the existence or effect of a City 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 12.1 and 12.2 to this agreement.

13.0 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 City during the term of this agreement and for a period of three (3) years after termination.

14.0 AMENDMENTS. This Agreement may be amended at any time by mutual written agreement of the parties executed with the same formalities as are required to execute this agreement.

15.0 CONTRACT ADMINISTRATION. The parties shall each appoint a Contract Administrator to review performance and other issues that are not related to day-to-day operations. Each party shall provide the other party with the name of its appointed Contract Administrator. The Contract Administrators will meet in March and September of each year as described in section 5.0. Either party may call additional meetings with ten (10) days' prior written notice to the other party. Any problem that cannot be resolved by the Contract Administrators shall be referred to the City Mayor and the County Sheriff for settlement.

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

17.0 LEGAL REQUIREMENTS. Both parties shall comply with all applicable federal, state, and local laws in performing this agreement.

18.0 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.

19.0 ENTIRE AGREEMENT, WAIVER OF DEFAULT. 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. 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.

20.0 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.

21.0 POSTING/RECORDING OF THIS AGREEMENT. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website.

In witness whereof, the parties have executed this Agreement.

"CITY"

CITY of GOLD BAR

Steve Yarbrough

DATE 6-23-22

"COUNTY"

SNOHOMISH COUNTY

County Executive, Dave Somers
Ken Klein
Executive Director

DATE _____

RECOMMENDED FOR APPROVAL

Adam Fortney
Sheriff Adam Fortney

DATE 09-02-2022

APPROVED AS TO FORM

Amelia M. Davis
Deputy Prosecuting Attorney

DATE 9-1-22

REVIEWED BY RISK MANAGEMENT

Barker, Sheila

Digitally signed by Barker, Sheila
Date: 2022.09.02 12:23:33 -07'00'

DATE _____

COUNCIL USE ONLY	
Approved	<u>9/21/2022</u>
ECAF #	<u>2022-0883</u>
MOT/ORD	<u>Motion 22-375</u>

ADDENDUM 1
City of Gold Bar
Interlocal for Law Enforcement Services 2023

	FTE Count	2023 Projected FTE Cost	Contract Costs		2023
			2021	2022	
Personnel					
Sergeant Salary	1.0	\$ 129,898	\$ 119,427	\$ 123,078	\$ 129,898
Sergeant Benefits		\$ 36,882	\$ 34,211	\$ 35,237	\$ 36,882
Sergeant Overtime		\$ 6,838	\$ 9,270	\$ 9,548	\$ 6,838
Deputy Sheriff Salary	4.0	\$ 103,843	\$ 391,482	\$ 403,500	\$ 415,371
Deputy Sheriff Benefits		\$ 31,885	\$ 129,442	\$ 133,325	\$ 127,540
Deputy Sheriff Overtime		\$ 8,088	\$ 37,080	\$ 38,192	\$ 32,351
Less 60% County share of personnel			\$ (432,547)	\$ (445,728)	\$ (449,207)
Targeted Enforcement: 32 Hours		\$ -	\$ 2,575	\$ 2,652	\$ 2,732
Personnel Subtotal	5.0		\$ 290,940	\$ 299,805	\$ 302,203

	Count	2022 Unit Cost	Contract Costs		Projected 2023
			2021	2022	
Annual Operating Costs					
Vehicle Operating Cost	5.0	\$ 14,893	\$ 71,070	\$ 73,202	\$ 75,953
Cellular Phone Service	5.0	\$ 940	\$ 6,026	\$ 6,206	\$ 4,841
Contract Administration Services	5.0	\$ 684	\$ 2,768	\$ 2,851	\$ 3,521
Evidence Facility Services	5.0	\$ 1,860	\$ 7,159	\$ 7,373	\$ 9,580
Records Mgmt Services	5.0	\$ 2,082	\$ 12,051	\$ 12,413	\$ 10,618
Training Unit Range	5.0	\$ 1,751	\$ 10,661	\$ 10,980	\$ 8,757
Outside Training	5.0	\$ 600	\$ 3,090	\$ 3,183	\$ 3,278
DIS/Phones/PC/Info Services	5.0	\$ 8,564	\$ 30,334	\$ 31,244	\$ 42,822
Office/Operational supplies		\$ 1,669	\$ 3,090	\$ 3,183	\$ 1,719
Copy Lease Maintenance		\$ 3,520	\$ 1,988	\$ 2,048	\$ 3,828
Risk Management/Indirect Costs	5.0	\$ 14,483			\$ 72,464
Less 60% County share of costs			\$ (88,941)	\$ (91,609)	\$ (142,307)
Annual Operating Cost Subtotal			\$ 59,294	\$ 61,073	\$ 94,871

		2021	2022	2023
Credits and Direct Charges				
Building Credit* (Addendum 2)		\$ (5,400)	\$ (5,400)	\$ (5,870)
City Office Manager Salary**		\$ (5,867)	\$ (6,043)	\$ (6,064)
Radio Communications (Snohomish County 911)		\$ 30,900	\$ 31,827	\$ 31,785
Credits and Direct Charges Subtotal		\$ 19,633	\$ 20,384	\$ 20,031

Grand Total One Year			\$ 369,867	\$ 381,262	\$ 417,106
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Annual Contract Cost 2021-2022

Notes:

- *600 square feet @ \$9.45/year = \$5,670
- **Office Manager salary & benefits 2022 \$58,872
- \$58,872 x .10 = \$5,887
- \$5,887 x 1.03 (increase to 2023) = \$6,064

Sergeant and Deputies Salaries

- 2022 - Projected 4% increase
- 2023 - Projected 4% increase
- 01/01/2024 - 03/31/24 - 4% increase Projected

Overtime

- Based on 2018 actuals by position
- Increased by COLA projections for 2020-2021
- 2021-2022 4% increase
- 2022-2023 4% increase

ADDENDUM 2
Building Credit -- Gold Bar Substation

The Gold Bar Substation provides an advantage to the City and the County. SCSO's deputies are more accessible to citizens in both the unincorporated county areas and the City. The City receives enhanced police presence and patrol due to the natural traffic of patrol deputies traveling to and from the substation.

The County will provide the City with an annual credit in the amount of \$5,670 (600sq. ft. X \$9.45 = \$5,670) in exchange for the provision of office space. The rate per square foot for 2023 is \$9.45.