

**INTERLOCAL AGREEMENT BETWEEN  
SNOHOMISH COUNTY AND THE CITY OF SNOHOMISH  
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES**

**THIS INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF SNOHOMISH FOR THE PROVISION OF LAW ENFORCEMENT SERVICES (the "AGREEMENT")**, entered into by and between Snohomish County, a political sub-division of the State of Washington (hereinafter referred to as the **COUNTY**), and the City of Snohomish, a municipal corporation of the State of Washington (hereinafter referred to as the **CITY**).

**WITNESSES THAT:**

**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 within its boundaries; and

**WHEREAS**, the **COUNTY**, through the Snohomish County Sheriff's Office (hereinafter referred to as 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 **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; and

**WHEREAS**, the **CITY** desires to enter into an agreement with the **COUNTY** whereby the **COUNTY**, through the Sheriff, will provide quality law enforcement services to the **CITY** and its inhabitants; and

**WHEREAS**, the **COUNTY** agrees to render such law enforcement services, through the **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 CITY limits the following 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 POLICE PATROL SERVICES.** The COUNTY will provide Police Patrol Services (Patrol Services) as the first response for the enforcement of state law and city adopted municipal, criminal and traffic codes. Patrol Services shall include: reactive patrol to respond to calls for service, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable traffic codes and investigate collisions. The deputies assigned to the CITY in accordance with this Agreement will provide patrol services during their scheduled work shifts exclusively within the CITY limits, provided that deputies may be directed to duties outside the CITY in cases of emergency.

**1.2 INVESTIGATIVE SERVICES.** The COUNTY will provide Investigative Services consisting of: follow-up investigations by one or more detectives assigned to the CITY, investigating crimes as assigned. The Sheriff's Investigations Division will investigate major crimes such as homicide, special assaults, missing persons, vice, and child abuse. The Investigations Division services include polygraph examinations.

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

**1.4 SUPPORT SERVICES.** The COUNTY will provide Support Services that include, but are not limited to, planning & research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, risk management, internal investigations, evidence management, and contract administration.

**1.5 RECORDS.** The COUNTY shall perform all required data entry into the Records Management System in accordance with this Agreement and shall maintain records for the police department.

**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 Sheriff's Office investigations occurring in the unincorporated portions of Snohomish County and in accordance with generally accepted practices.

**1.7 POLICE DEPARTMENT SERVICES.** The COUNTY will maintain COUNTY staff to provide citizen services such as: issuing concealed pistol licenses, fingerprinting, responding to citizen inquiries, records management and receiving and responding to all public records requests for records generated pursuant to this Agreement, including requests for records created prior to the County's assumption of the City's records management function.

**1.8 RESOLUTION 0836.** In addition to the services provided herein, subject to available funding from the CITY, the COUNTY will provide services consistent with City of Snohomish Resolution 0836, continuing programs specified that are related to levy funding: traffic safety, narcotics enforcement, major crime follow-up and investigation, gang resistance education and training and youth educational training for drug, alcohol and gang resistance.

**2.0 ORGANIZATION.** The COUNTY will provide the services identified in Section 1.0 through the following organization:

**2.1 POLICE CHIEF.** After considering the advice and recommendations of the CITY, the COUNTY, through the elected Sheriff or his/her designee will designate a Sheriff's Captain to serve as the Chief of Police. The Chief of Police will coordinate service delivery, attend City Council and other public meetings as required by the CITY, prepare budget requests, schedule employees, maintain integrity of records, and generally manage law enforcement activities on behalf of the CITY. The Sheriff has no interest in defining law enforcement issues and priorities of importance to the CITY to the extent that the CITY's directives to the Chief of Police are lawful. The Mayor and City Administrator shall maintain the authority to define law enforcement issues and priorities to the Chief of Police or their designee. The Chief of Police and all other personnel assigned to the CITY under this Agreement will respond to the general law enforcement issues and priorities identified by the Mayor and City Administrator.

**2.2 ASSIGNED SUPERVISORY PERSONNEL.** In addition to the Police Chief, the COUNTY will assign one or more SHERIFF'S sergeants to work within the CITY to assist the Police Chief. The assigned sergeant(s) will assist the Police Chief with supervision of other assigned personnel, and may also provide patrol, investigative, or special services. The number of sergeants assigned to the CITY shall be that listed in Addendum 2, attached hereto and incorporated herein by reference. The COUNTY will assign additional sergeants if requested and contracted for by the CITY.

**2.3 ASSIGNED DEPUTY SHERIFF PERSONNEL.** The COUNTY will assign fully commissioned deputy sheriffs to the CITY, as shown in Addendum 2 or as amended per section 6.3 of this Agreement. These deputies will be dedicated full-time to providing for

the law enforcement needs of the CITY by performing Patrol, Investigative or other Special Services under supervision of the Police Chief and the sergeant(s).

**2.4 JOINT USE OF POLICE DEPARTMENT FACILITY.** Should the COUNTY and the CITY benefit from the use of existing CITY space by Sheriff's deputies assigned to patrol the CITY as well as those assigned to patrolling the surrounding unincorporated COUNTY area, the COUNTY will provide a building credit to the CITY per Addendum 1, which is attached hereto and incorporated herein by this reference. The parties agree that for the purposes of community identity, the facility shall be identified as the "Snohomish Police Department."

**2.5 WORK LOCATION.** Assigned personnel identified in Sections 2.1, 2.2 and 2.3 above shall provide the described services exclusively within the CITY limits, provided that personnel may be directed to duties outside the CITY in cases of emergency.

**2.6 MARKING OF VEHICLES AND UNIFORMS.** The vehicles and uniforms of the personnel assigned full-time to the CITY under this Agreement will display identification of the CITY. The CITY will determine the form of identification; provided, the SHERIFF'S badge will be retained on the uniform.

**2.7 ASSIGNED CIVILIAN SUPPORT STAFF.** The County will assign non-commissioned staff to the Snohomish Police Department facility to meet the customer service demands, records management and retention needs of current and future police records and the police support services function, including but not limited to those detailed in Section 1.7. Central Sheriff's Office records management services will also be provided to the City by personnel as appropriate and as warranted. All costs for full police records management functions are detailed in Addendum 2.

### **3.0 REPORTING.**

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

**3.2 NOTIFICATION TO Mayor.** The Mayor will provide the Police Chief with a list of events that the Mayor considers significant occurrences. The Police Chief will promptly notify the Mayor in the event of a significant occurrence or other major event within the CITY.

**3.3 ACTIVITY REPORTS.** When requested, the COUNTY will provide reports to the CITY, through the Police Chief, on criminal and traffic activity within the city 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 Police Chief. The Police Chief, or the Police Chief and the Sheriff's Director of Communications, will prepare media releases concerning law enforcement activities conducted by deputies assigned to the CITY 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, including the Mayor and the City Attorney, as appropriate.

#### **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 CITY guided priorities, the COUNTY shall control the conduct of personnel, including standards of performance, discipline and all other aspects of performance.

**4.1.3 POLICE CHIEF WORK SCHEDULE.** The CITY shall establish the work schedule of the Police Chief in accordance with the labor agreement executed between Snohomish County and the Snohomish County Sheriff's Office Management Team, and determine enforcement issues and priorities of the Police Chief appointed pursuant to paragraph 2.1.

**4.1.4 OPERATIONAL CONTROL BY POLICE CHIEF.** 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 Police Chief. 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 and any applicable labor agreements.

**4.1.5 CITY RIGHT TO REQUIRE REPLACEMENT OF PERSONNEL.** The CITY shall have the right to require the COUNTY to replace COUNTY personnel assigned to provide services under this Agreement, except as provided in paragraph 4.1.6 provided such requirement is made for reasonable cause. "Reasonable cause" shall include, but not be limited to, the following: Documented inability to correct

performance deficiencies without resorting to formal discipline; an abrasive style that generates repeated citizen complaints; an inability or unwillingness to perform law enforcement duties required by the CITY that are not normally performed by Sheriff's deputies in unincorporated Snohomish County.

**4.1.6 REPLACEMENT OF POLICE CHIEF.** The Police Chief designated under paragraph 2.1 may be replaced in the following manner:

**4.1.6.1 CITY REQUEST.** The COUNTY will replace the Police Chief designated under paragraph 2.1 within thirty (30) days of receipt of a written request from the Mayor. Any written request for replacement of the Police Chief shall be delivered to the Sheriff personally or by certified or registered mail.

**4.1.6.2 COUNTY REQUEST.** The COUNTY may replace the Chief of Police designated under paragraph 2.1 after consultation and agreement of the CITY. The CITY'S agreement shall not be unreasonably withheld or delayed. The COUNTY will provide the CITY with a minimum of sixty (60) days' notice of its intent to replace the captain assigned to the CITY as the Chief of Police. The replacement captain will be selected and designated pursuant to paragraph 2.1.

**4.2 SICK LEAVE REPLACEMENT.** If a COUNTY employee assigned to the CITY is absent from duty due to illness or injury for longer than the average annual sick and FMLA leave usage for the deputy sheriff work force, the COUNTY will back fill the vacancy, utilizing straight time, overtime or a combination thereof to ensure minimum coverage levels are met. The figure of average annual sick and FMLA leave usage for the deputy sheriff work force will be provided to the CITY with the invoice for January of each year that this Agreement is in effect.

**4.3 POLICE CHIEF: TEMPORARY REPLACEMENT.** If the Police Chief assigned to the CITY is absent from duty for any reason for a period of ten (10) consecutive work days, the COUNTY will provide a replacement Police Chief at the rank of Sergeant or above, beginning on the eleventh (11<sup>th</sup>) work day until such time as the Police Chief assigned to the CITY is able to return to Police Chief duties.

**4.4 TEMPORARY REPLACEMENT COST.** Costs related to all staffing resources assigned under sections 4.2 and 4.3 will be billed to the CITY in accordance with the rates set forth in Addendum 2.

**4.6 DEATH OR TOTAL DISABILITY OF POLICE CHIEF.** In the event of the designated Police Chief's death or total disability, the COUNTY will provide a replacement Police Chief as soon as reasonably practicable and in no event greater than thirty (30) days. Assignment of a replacement Chief shall be in accordance with Section 2.1 of this Agreement.

**4.7 TRANSFER OF EQUIPMENT REPLACEMENT.** Equipment purchased by the COUNTY with funds provided by the CITY for the purpose of providing services under this Agreement shall become property of the CITY upon termination of this Agreement. The COUNTY shall provide the CITY with a list of capital equipment covered by this section which shall be updated annually. The CITY shall retain any money contributed towards reserve accounts for future replacement, purchase or upgrade of this equipment upon the termination of this Agreement.

**4.8 EQUIPMENT REPLACEMENT.** 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. All attempts will be made to determine the extent of infrastructure, hardware and software upgrades that will be necessary for implementation and such costs are to be reflected separately in Addendum 2.

#### **5.0 PERFORMANCE REVIEW SCHEDULE.**

The Sheriff or the Sheriff's designee shall meet with the Mayor as needed and at least bi-annually to discuss performance under this Agreement. The Mayor shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications.

#### **6.0 COMPENSATION.**

**6.1 CONTRACT AMOUNT.** In consideration for the services provided by the COUNTY as set forth herein, the CITY promises to pay the COUNTY a sum, monthly, equal to one-twelfth of the amount determined to be the annual grand total determined according to Addendum 2, which is attached hereto and incorporated herein by reference. In the event direct costs to the County to provide such services increase or decrease by a rate that is more than one percent (1%) over the amount of anticipated inflation as indicated in Addendum 2, 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 **CITY** will be billed in equal monthly amounts for services rendered. 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

**6.3 ADJUSTMENT OF LEVEL OF STAFF SERVICES.** In the event the **CITY** is unable to fund this Agreement in its entirety, the **CITY** will notify the **COUNTY** in writing at least sixty (60) days prior to any changes regarding the level of staff services, related capital equipment, or operational expenditures. The **COUNTY** shall make good faith efforts to accommodate such changes requested by the **CITY** and if the **COUNTY** is able to do so, the parties agree to amend this Agreement pursuant to Section 14.0.

**6.4 SPECIALTY PAY.** The **CITY** and **COUNTY** acknowledge the benefits of specialty pay for the sergeant and deputy positions assigned to the city. The benefits include retention of personnel and the ability to recruit personnel to serve in the city.

**6.5 SPECIAL EVENTS.** The **CITY** and **COUNTY** acknowledge that there may be special events and circumstances where the **CITY** would like additional staffing beyond what is allocated in this Agreement. These requests will be made to the **COUNTY** through the Police Chief and will be billed separately to the **CITY**.

## **7.0 CITY RESPONSIBILITIES.**

In support of the **COUNTY** providing the services described in Sections 1 and 2 above, the **CITY** promises:

**7.1 MUNICIPAL AUTHORITY.** To hereby confer municipal police authority on all **COUNTY** deputies for the purposes of carrying out this Agreement;

**7.2 CRIMINAL JUSTICE SYSTEM SERVICES (JAIL, PROSECUTION, DISTRICT COURT AND ASSIGNED COUNSEL).** To provide for criminal justice system services necessary to support this Agreement that are directly attributable to enforcement of state and municipal laws within **CITY** limits, including Agreements for services with the Snohomish Regional Drug and Gang Task Force, and Dawson Place Child Advocacy Center;



7.3 CITY PROVIDES SPECIAL SUPPLIES. 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 CITY or must be issued in the name of the CITY;

7.4 SNOHOMISH COUNTY 911 CONTRACT. To maintain its contract with Snohomish County 911 for radio communication, dispatch services and CAD/RMS terminal assessments;

7.5 SERS CONTRACT. To maintain an agreement with Snohomish County and Snohomish County Emergency Radio System (SERS) for use of 800 MHz Trunked Radio System;

7.6 VIOLATIONS BUREAU--CITY RETAINS REVENUE. To retain its Violations Bureau and to retain revenue from traffic infractions in the same manner as it did before this Agreement was implemented;

7.7 CITY MAINTAINS BUILDING. The CITY agrees to maintain, at the CITY's sole expense, the police department building and its related utilities (except telephone), janitorial services, furnishings, fixtures, and CITY owned equipment at the same level of maintenance as other CITY owned and operated buildings. Any repairs to rectify damage caused by COUNTY employees who are not assigned to the CITY shall be paid by the COUNTY. To the best of the City's knowledge, the City is not aware of any material defect in the building and represents that it is safe for occupancy for the intended purpose.

## **8.0 DURATION.**

8.1 TERM. This Agreement will provide for services hereunder commencing January 1, 2022, and will become effective when it has been duly authorized, executed by both parties, and filed with the Snohomish County Auditor as required by RCW 39.34.040. This Agreement shall remain in effect through December 31, 2023, unless either party initiates termination procedures as outlined in Section 9.0 or termination is necessary due to a lack of sufficient legislative appropriation by either party.

8.2 CONTRACT RENEWAL. If the CITY desires to renew this Agreement, written notice of intent shall be provided to the COUNTY no less than one hundred and twenty (120) days prior to the end date of this Agreement. Upon receipt of the CITY'S written notice the parties shall commence negotiations. If a renewal agreement is not fully executed by December 31, 2023, the COUNTY and CITY agree to continue operating under the terms of this Agreement until the renewal agreement is in place, or until the

termination process is complete, in accordance with Section 9.0, in order to provide for continuity of law enforcement services.

## **9.0 TERMINATION PROCESS.**

Either party may initiate a process to terminate this Agreement as follows:

**9.1 WRITTEN NOTICE REQUIRED.** The party desiring to terminate this Agreement shall provide written notice to the other party, as designated in Section 10.

**9.2 TRANSITION PLAN.** Upon receipt of such notice, the parties agree to commence work on, and to complete within one hundred and twenty (120) days, an orderly transition of responsibilities from the COUNTY to the CITY over a minimum time frame of twelve months; provided, 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, responsibility for on-going investigations, and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.

**9.3 FINAL NOTICE OF INTENT TO TERMINATE.** 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 final 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.

**9.4 RETURN OF EQUIPMENT AND FUNDS.** Upon termination of this Agreement, the COUNTY shall deliver and transfer title 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 Equipment Rental and Revolving (ER&R) or other reserve accounts accumulated for future vehicle or equipment purchases on behalf of the CITY.

**10.0 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:

Any notice to SNOHOMISH COUNTY shall be sent or delivered to:

Snohomish County Sheriff  
3000 Rockefeller Avenue, M/S 606

Everett, WA 98201

Any notice to the **CITY OF SNOHOMISH** shall be sent or delivered to:

City of Snohomish City Administrator Steve Schuller  
116 Union Avenue  
Snohomish, WA 98291-1589

#### **11.0 INDEMNIFICATION.**

**11.1 COUNTY RESPONSIBILITY.** The **COUNTY** shall protect, save, and hold 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.

**11.2 CITY RESPONSIBILITY.** The **CITY** shall protect, save, and hold 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 all claims arising from or related to maintenance or condition of the **CITY** police department building, and all claims by third parties or **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.

**11.3 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 11.1 and 11.2 to this Agreement.

## **12.0 INSURANCE.**

**12.1 COUNTY INSURANCE:** The COUNTY maintains a fully funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the COUNTY's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of COUNTY employees acting in the scope of their employment.

The CITY acknowledges, agrees and accepts that the COUNTY is self-funded for its liability exposures. The COUNTY agrees, at its own expense, to maintain through its self-funded program, coverage for its liability exposures. The COUNTY agrees to provide the CITY at least thirty (30) calendar days' prior written notice of any material change in the COUNTY's self-funded program.

The CITY further acknowledges, agrees and understands that the COUNTY does not purchase Commercial General Liability insurance, and is a self-insured governmental entity; therefore, the COUNTY does not have the ability to add any party as an additional insured.

**12.2 CITY INSURANCE.** During the term of this Agreement the CITY agrees to keep in full force and effect insurance, self insurance or membership in an insurance pooling entity authorized pursuant to Chapter 48.62 RCW with such coverages and limits as are in effect at the time of execution of this Agreement to the extent such cover the CITY's actions in carrying out and/or failing to carry out its duties and obligations under this Agreement. Not less than sixty (60) days written notice shall be provided the COUNTY in the event of any change in coverages or limits of insurance or the cancellation thereof.

**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 six (6) years after termination. All records shall be retained in accordance with the Local Government Common Records Retention Schedule prescribed by the Washington State Archivist.

**14.0 AMENDMENTS.** This Agreement may be amended at any time by mutual written agreement of the parties that is executed and filed with the COUNTY Auditor as required by RCW 39.34.040.

**15.0 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.

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

**17.0 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 hereof shall be in a court of competent jurisdiction.

**18.0 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 and the CITY, which shall be attached to the original Agreement and filed with the COUNTY Auditor.

#### **19.0 DISPUTE RESOLUTION**

19.1 In the event differences between the CITY and the COUNTY should arise over the terms and conditions of this Agreement, the Sheriff and the City Manager, or their respective designees, shall attempt to resolve any problems on an informal basis.

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

19.3 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.

**20.0 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.

**21.0 SEVERABILITY CLAUSE.** 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**



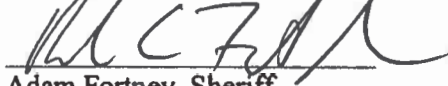
Ken Klein  
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Dave Somers, County Executive  
DATE: \_\_\_\_\_

APPROVED AS TO FORM:

  
Deputy Prosecuting Attorney  
DATE: 10/27/2021

APPROVAL RECOMMENDED:

  
Adam Fortney, Sheriff  
DATE: 10-27-2021

REVIEWED BY RISK MANAGEMENT:

APPROVED (  ) OTHER (  )

Barker, Sheila Digitally signed by Barker, Sheila  
Date: 2021.11.01 11:56:38 -07'00'

Risk Manager  
DATE: \_\_\_\_\_


COUNCIL USE ONLY	
Approved	<u>12/15/2021</u>
ECAF #	<u>2021-0933</u>
MOT/ORD	<u>Motion 21-407</u>

**CITY of SNOHOMISH**



John Kartak, Mayor  
DATE: October 25, 2021

APPROVED AS TO FORM:

  
City Attorney  
DATE: 10/22/2021

## **ADDENDUM 1**

### **Building Credit-Snohomish Police Department Facility**

Building credit is determined by the following formula:

Approximate 2,700 square feet of furnished office space;

\$13.00 value per square foot per year\*;

$\$13.00 \times 2,700 = \$35,100$  per year credit for year 2022.

Year 2023 reflects a 2% increase to the credit provided

\* Fair market value for commercial office space as determined by Snohomish County Property Management Officer, PROVIDED that if the City builds and occupies a replacement police facility during the term of this Agreement, this square foot value may be adjusted in accordance with Section 14.0.

**Addendum 2**  
**City of Snohomish**  
**Law Enforcement Services Contract**  
**January 1, 2022 - December 31, 2023**

Personnel	FTE Count	Per FTE Cost
Captain Salary		\$169,929
Captain Benefits		\$44,836
<b>Captain Total</b>	<b>1</b>	<b>\$214,765</b>
Sergeant Salary		\$121,809
Sergeant Benefits		\$38,604
Sergeant Overtime		\$6,985
<b>Sergeant Total</b>	<b>5.0</b>	<b>\$167,398</b>
Deputy Sheriff Salary		\$98,050
Deputy Sheriff Benefits		\$35,527
Deputy Sheriff Overtime		\$7,997
<b>Deputy Total</b>	<b>9.0</b>	<b>\$141,574</b>
Detective Salary		\$98,050
Detective Benefits		\$35,527
Detective Overtime		\$7,997
<b>Detective Total</b>	<b>2.0</b>	<b>\$141,574</b>
LET Lead		\$63,845
LET Lead Benefits		\$30,554
LET Lead Overtime		\$1,688
<b>LET Lead Total</b>	<b>0.5</b>	<b>\$96,087</b>
Public Records Specialist		\$63,845
Public Records Specialist Benefits		\$30,554
Public Records Specialist Overtime		\$3,550
<b>Public Records Specialist Total</b>	<b>0.5</b>	<b>\$97,949</b>
LES		\$56,542
LES Benefits		\$29,216
LES Overtime		\$3,443
<b>LES Total</b>	<b>1</b>	<b>\$89,200</b>
<b>Personnel Subtotal</b>	<b>19.0</b>	

2022	2023 +3%
\$169,929	\$175,027
\$44,836	\$46,181
<b>\$214,765</b>	<b>\$221,208</b>
\$609,043	\$627,314
\$193,018	\$198,809
\$34,927	\$35,975
<b>\$836,988</b>	<b>\$862,097</b>
\$882,452	\$908,925
\$319,739	\$329,331
\$71,974	\$74,133
<b>\$1,274,164</b>	<b>\$1,312,389</b>
\$196,100	\$201,983
\$71,053	\$73,185
\$15,994	\$16,474
<b>\$283,148</b>	<b>\$291,642</b>
\$31,922	\$32,880
\$15,277	\$15,736
\$844	\$869
<b>\$48,043</b>	<b>\$49,485</b>
\$31,922	\$32,880
\$15,277	\$15,736
\$1,775	\$1,828
<b>\$48,974</b>	<b>\$50,444</b>
\$56,542	\$58,238
\$29,216	\$30,092
\$3,443	\$3,546
<b>\$89,200</b>	<b>\$91,876</b>
<b>\$2,795,283</b>	<b>\$2,879,142</b>

Annual Operating Costs	Count	Unit Cost
Vehicle Operating Cost (Capt)	1	\$7,122
Vehicle Operating Cost (Sgt)	5	\$13,184
Vehicle Operating Cost (Dep, Det, SRO)	11	\$14,700
Cellular Phone Service*	17	\$1,080
Contract Administration Services	19	\$729
Phones/PCs/Information Services	19	\$7,354
Evidence Facility Services*	17	\$1,806
Records Management Services*	17	\$2,002
Training Unit / Range*	17	\$1,629
Outside training	19	\$530
Operational Supplies	19	\$1,390
Indirect/Direct**	19	\$12,800
I-940 Training*		\$10,970
<b>Annual Operating Cost Subtotal</b>		

2022	2023 +3%
\$7,122	\$7,335
\$65,920	\$67,898
\$161,696	\$166,547
\$18,360	\$18,911
\$13,849	\$14,264
\$139,720	\$143,912
\$30,702	\$31,623
\$34,028	\$35,049
\$27,691	\$28,521
\$10,070	\$10,372
\$26,410	\$27,202
\$243,200	\$250,496
\$10,970	\$11,299
<b>\$789,738</b>	<b>\$813,430</b>

Annual Operating Costs
<b>Annual Credits - Credit for Police Facility***</b>

2022	2023 +2%
<b>(\$35,100)</b>	<b>(\$35,802)</b>

<b>Grand Total by Year</b>
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<b>\$3,549,921</b>	<b>\$3,656,769</b>
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<b>Total Contract</b>
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<b>\$7,206,690</b>
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**Notes:**

- 2023: All personnel and operating costs reflect a 3% annual increase for CPI/COLA
- Sergeant, Deputy, and Detective include 3% specialty pay for being assigned to Snohomish.
- Snohomish County 911 and other County service contracts (PA, Jail, SRDTF, Auditor) are not included in this proposal.
- \*Assessed only for commissioned personnel
- \*\*Indirect/Direct costs (SCC 10.60.040) includes County Premium, Workers Compensation, Unemployment Compensation and County Training Costs.
- Based on 3 year average (2020-2022) w/2022 being an estimate until Sno Co County Council adopts budget.
- \*\*\*Credit for Police Facility: 2,700 sq ft. x \$13.00 per sq ft. See Addendum 1 for more details.