

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

This Interlocal Agreement between Snohomish County and the City of Brier 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 City of Brier, a municipal corporation of the State of Washington (“the City”), WITNESSES THAT:

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

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

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 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 as follows:

1.1.1 **Reactive Patrol.** The County will respond to priority one and priority two calls on a “call for service” basis, Monday – Sunday, between the hours of 2AM and 6AM. A “call for service” is defined as a dispatch from Snohomish County 911. The City will pay the County for reactive patrol responses according to the fee schedule in Section 5.2.2.

1.1.2 **Proactive Patrol.** The County will assign one deputy sheriff, on weekends between the following hours: Saturday from 6AM to 2AM Sunday, and Sunday from 6 AM to 2 AM Monday, to patrol within the geographical area of the City. The deputy sheriff will handle all levels of 911 calls for service between the hours of 6AM and 2AM. The City will pay the County for proactive patrol services according to the fee schedule in Section 5.2.1. If the County is unable to staff proactive patrol periods with a deputy sheriff, the County will respond to priority one and priority two calls on a “call for service” basis in the same manner as

reactive patrol services and the City will pay the County for such services according to the fee schedule in 5.2.2.

1.3 SPECIAL SERVICES. The County will provide Special Services that may include, but are not limited to, K-9 patrol, hostage negotiations, SWAT, dive team, and bomb disposal. Such services will be provided on an actual hourly cost basis and billed as a separate line item to the monthly invoice sent to the City.

1.4 SUPPORT SERVICES. The County will not provide any Support Services to the City, including planning & research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, records, internal investigations, evidence management, or contract administration.

1.5 RECORDS. The City 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 City will process and maintain Evidence and Property collected as a result of investigations occurring within the City.

2.0 ADMINISTRATIVE SERGEANT.

2.1 ADMINISTRATIVE SERGEANT. The County will provide a SCSO deputy with the rank of sergeant to the City to act as an interim administrative liaison officer (“Administrative Officer”) while the City conducts its recruitment and hiring process for a new Police Chief. The Administrative Officer’s duties may include a combination limited law enforcement administration services and law enforcement services, including but not be limited to the following tasks and duties:

2.1.1 Propose officer and staff assignments for approval by the Mayor

2.1.2 Prepare and post duty rosters approved by the Mayor for law enforcement and other staff employed by the City and report any observed issues regarding timely and accurate completion of functional responsibilities by assigned officers and staff.

2.1.3 Report any observed issues relating to City employee performance and relay correction in undesirable trends in performance consistent with direction from the City Mayor.

2.1.4 Participate in the review of Department-wide policies, procedures and standards.

2.1.5 Cooperate and coordinate with Municipal, County, State, Federal, and other agencies as appropriate where activities of the Police Department are involved.

2.1.6 Receive and relay public complaints demanding City law enforcement action to the City Mayor and make recommendations regarding the best course of action.

2.1.7 Refer complaints against assigned personnel of the Police Department to the City Mayor.

2.1.8 Participate in and provide recommendations to various committees, City Council, and organizations relating to improvement in the law enforcement profession, exchanges of information, public relations and citizen support, and other similar activities.

2.1.9 The Administrative Officer will meet with the Snohomish County Undersheriff monthly to report the services rendered pursuant to this Agreement.

2.2 Dual Employment. The Administrative Officer shall at all times remain an employee of the County, and his or her employment conditions, regulations, leave and benefits shall remain subject to and governed by the Snohomish County Deputy Sheriff's Association Labor Agreement and the Snohomish County Sheriff's Office employment policies and procedures effective during the term of this Agreement. The City's collective bargaining agreement(s) and/or civil service rules shall have no application to the Administrative Officer's performance under this Agreement.

Notwithstanding the foregoing, the parties acknowledge and agree that the Administrative Officer is being "loaned" by the County to the City, and that in such capacity the Administrative Officer will be subject to the general control and direction of the City in his or her performance under this Agreement. Accordingly, for purposes of Title 51 RCW, the workers' compensation statute, the Administrative Officer is intended to be considered a "dual employee" of both the County and the City.

The City shall have the sole discretion of defining and enforcing its general law enforcement expectations and priorities and direct the administrative services provided by the Administrative Officer in accordance with this Agreement; *provided*, that that the City's directives to the Administrative Officer shall at all times be lawful and consistent with SCSO policy. The City shall in its discretion determine the precise tasks and assignments that the Administrative Officer will perform pursuant to this Agreement and the Administrative Officer shall take direction from the City and its management and supervisory employees with respect to those duties. The interim Administrative Officer shall be expected to comply with the City's and Department's general workplace policies and protocols while performing pursuant to this Agreement except to the extent there is a direct conflict with SCSO policies and procedures under which the assigned Administrative Officer must continue to perform. In the event of any conflict, the City and the SCSO will meet in an attempt to reach resolution.

2.3 The Administrative Officer shall remain eligible for all County benefits while performing under this Agreement, and the County's collective bargaining agreement and correlating policies governing such benefits shall apply. With respect to paid leave, the City will honor those leave benefits accrued to the Administrative Officer under the County's applicable collective bargaining agreement and/or personnel policies, and shall endeavor to schedule any requested leave in accordance with the County's policies and protocols; *provided*, that the City may deny any leave request that interferes with or disrupts the City's law enforcement operations or materially defeats the purposes of this Agreement if doing so is consistent with discretion afforded under the County's applicable collective bargaining agreement and/or personnel policies and if consistent with applicable law.

2.4 The City shall reimburse and pay to the County an amount equal to the compensation paid to the Administrative Officer by the County during the term of this Agreement, which compensation shall include all benefits and all increases to salary or benefits.

2.5 The Sheriff or the Sheriff's designee shall meet with the City as requested by the City or the County to discuss performance under this Agreement.

2.6 Removal/Replacement:

2.6.1 The Sheriff may, at his sole discretion, reassign the Administrative Officer at any time.

2.6.2 If the City has good cause to believe that the Administrative Officer is not performing in accordance with this Agreement, the Mayor, or designee, may recommend in writing to the County that the Administrative Officer be reassigned. After consideration of the City's recommendation, the Sheriff may reassign the Administrative Officer. If the Sheriff elects to reassign the Administrative Officer, he will work in good faith to assign a new Administrative Officer in a timely manner to avoid gaps in service.

3.0 REPORTING.

3.1 REPORTING DISTRICTS. The City will maintain its current reporting districts 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 Administrative Officer with a list of events that are considered "significant criminal occurrences." The Administrative Officer will promptly notify the Mayor in the event of a significant criminal occurrence within the City.

3.3 MEDIA RELEASES. The Administrative Officer, or the Administrative Officer 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 providing the services under this Agreement as an independent contractor. Nothing contained in this Agreement shall be construed as any type of partnership, joint venture, or other joint enterprise between the parties. Instead, the parties understand and agree that in performing any and all services pursuant to this Agreement the County shall at all times be acting as an independent contractor.

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

4.1.2 CONTROL OF PERSONNEL. The County shall control the conduct of personnel, including standards of performance, discipline, and all other aspects of performance.

5.0 COMPENSATION.

5.1 CONTRACT AMOUNT. In consideration for the base level law enforcement services provided by the County, the City promises to pay the County a sum, monthly, according to the following payment schedule.

5.2 FEES

5.2.1 Proactive Patrol: Hourly Overtime Rate for Saturday and Sundays from 6:00AM to 2:00AM:

\$122.70/hour

5.2.2 Reactive Patrol: The City will pay a Call(s) for service fee for each Level 1 and Level 2 call from Monday-Sunday 2:00AM to 6:00AM. Fee is per call/per hour/per deputy, however, for one deputy that handles multiple calls in any continuous period of time, the fee shall be based on the hourly rate (i.e., one deputy handles two calls in one hour, then \$91.63 would be billed):

\$91.63/hour

5.2.3 Estimated Monthly Sergeant Cost to serve as Administrative Officer:

\$16,953/per month	July 2021-December 2021
\$17,462/per month	January 2022-December 2022

In the event the Administrative Officer's start date occurs mid-month, the City will only be responsible for a pro-rata share of the monthly fee, calculated by the number of days remaining in the month on the Administrative Officer's start date. In addition, if there is a time period when there is no Administrative Officer assigned, the monthly cost will be pro-rated to a daily rate which will not be charged for the period of time when there is no Administrative Officer assigned.

5.2.4 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.

5.3 BILLING. The City will be billed monthly for services provided under this Agreement. 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 CITY RESPONSIBILITIES. In support of the County providing the services described above, the City promises:

6.1 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 but not limited to jail fees, prosecution and court costs, assigned counsel, jury and witness fees, and interpreter fees.

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

6.3. The City shall provide access to its precinct to deputies providing services under this Agreement.

6.5 The City shall supply at its own cost and expense any special supplies, stationery, notices, forms and the like where such is required by the City or must be issued in the name of the City.

6.6 The City shall confer municipal police authority on the Administrative Officer to enforce City ordinances within City boundaries, for the purposes of performing in accordance with this Agreement.

6.7 The City agrees that it shall report to the Sheriff any and all personnel issues/complaints relating to the Administrative Officer.

7.0 TERM; EFFECTIVE DATE. This Agreement will govern law enforcement services provided beginning July 1, 2021 ("Effective Date"), through December 31, 2021, unless either party terminates early pursuant to Section 8. Pursuant to RCW 39.34.040, this Agreement will be filed with the Snohomish County Auditor or posted on the County or City's Interlocal Agreements webpage.

This Agreement maybe be extended up to two (2) six (6) month extensions by written notice and agreement executed by both the County and the City. The Snohomish County Sheriff may execute any extension authorized by this section on behalf of the County.

8.0 TERMINATION.

8.1 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 City 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.

8.2 This Agreement may be terminated upon ten (10) days written notice to the other party if either party materially breaches any of the provisions of this Agreement, and such breach is not cured by the breaching party within said ten (10) day notice period.

8.3 This Agreement may be terminated immediately for good cause by either party. Good cause shall include, but is not limited to: an emergency event; discipline of or grievance by the Administrative Officer resulting in a finding that requires the removal of the Administrative Officer from the County or the City. In the event of termination under this section, the County will be entitled to receive, to the date of such termination on a pro rata basis, the compensation as set forth in Section 5.2.3.

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 City:
Mayor
2901 228th St. SW
Brier, WA 98036

10.0 INDEMNIFICATION.

10.1 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, occurring or arising out of the County's performance of law enforcement services under 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.

10.2 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 City employees against which it would otherwise be immune under Title 51 RCW or other law, occurring or arising out of the City's 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 release the City from any liability or responsibility that arises in whole or in part from the existence, effect, or enforcement of City ordinances, rules, or regulations, or the administrative functions performed by the Administrative Officer as directed by the City. In any cause, claim, suit, action, or administrative proceeding in which the enforceability and/or validity of any such City ordinance, rule, regulation or directive 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, regulation or directive. 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 City 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 execution of this Agreement.

13.0 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.

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 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.

18.0 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

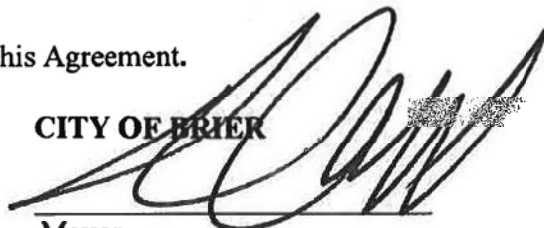


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County Executive

DATE: _____

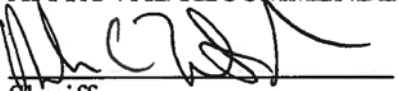
CITY OF BRIER



Mayor

DATE: 7-13-2021

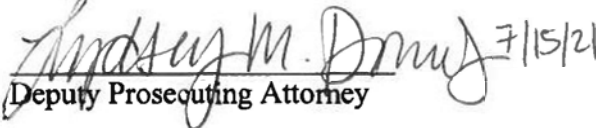
APPROVAL RECOMMENDED:



Sheriff

DATE: 7-16-2021

APPROVED AS TO FORM:


Deputy Prosecuting Attorney

DATE: _____

APPROVED AS TO FORM:

City Attorney

DATE: _____

REVIEWED BY RISK MANAGEMENT:

Sheila
Risk Manager

Digitally signed
by Sheila Barker

DATE: **Barker**

Date: 2021.07.16
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COUNCIL USE ONLY

Approved 7/28/2021
ECAF # 2021-0530
MOT/ORD Motion 21-248