

## COMMUNITY TRANSIT

## Contract Submittal and Routing Sheet

All contracts, regardless of dollar value, must be signed by a department head, all contracts greater than \$150,000 require CEO approval, and all interlocal and labor agreements must be approved by the CEO.

Contract Routing No. **24-001**Use next Routing # in Tracker [2024 Contract Tracker](#)

Name of Agency Entering into Contract with Community Transit:

Snohomish County

Contract Description Enter Procurement # if applicable

Interlocal relating to Transit Safety and Protection Services (Transit Police)

Length of Contract Term: 3 years Expiration Date: 12/31/2026Contract Cost: \$ 13,224,723 Funding Source: Acct 50306 Fund 40 Dept ID 73161 ProjectContract Revenue: \$ If contract has revenue, please check "Yes" in Copy to Accounting section below.

Type of Contract (Check Appropriate Box):

- ☐ Bid / Proposal  
☐ Funding Agreement / Grant  
☒ Interlocal Agreement  
☐ Labor Agreement  
☐ Lease  
☐ Maintenance Agreement  
☐ ORCA
- ☐ Professional/Personal Services Agreement  
☐ Purchase (land, equipment, etc.)  
☐ Room Rental / Catering  
☐ Ticket / Pass Outlet  
☐ Other: \_\_\_\_\_

Was Board Action Required?

- ☒ Yes  
 Date of Board Action & Reso #: 12/3/2020  
☐ No

Copy to Accounting?

- ☐ Yes CC [Accounts.Receivable@commtrans.org](mailto:Accounts.Receivable@commtrans.org)  
☒ No

## Routing for Approval and Signatures

Project Manager:	Scott Eastman	<u>Scott Eastman</u>	Date:	<u>1/12/2024</u>
Supervisor / Manager:	Jacob Peltier	<u>Jacob Peltier</u>	Date:	<u>1/12/2024</u>
Supervisor / Manager:			Date:	
Procurement & Contracts Manager:	Kunjan Dayal	<u>Kunjan Dayal</u>	Date:	<u>1/12/2024</u>
Legal Counsel:	<input type="checkbox"/> Approved as to Form <input checked="" type="checkbox"/> Hendricks / Bennett	<u>Matthew R. Hendricks</u>	Date:	<u>1/15/2024</u>
Department Head: Up to \$100,000	Don Burr	<u>Don Burr</u>	Date:	<u>1/15/2024</u>
Chief Executive Officer: Over \$150,000 (all interlocal, all labor)	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Ric Ilgenfritz	<u>Ric Ilgenfritz</u>	Date:	<u>1/16/2024</u>

All contracts on behalf of the Corporation shall be signed by the Chief Executive Officer or designee.

Return Contract To:

Lauren Straughen

For Final Processing of fully executed contracts, please include:

1 original for CT contract files, include original routing sheet (return to Admin AAll)

1 original copy for each signatory party with whom CT is contracting (please indicate if you or the Admin II is to send an original copy to the contractor)

\* 1 copy of ALL REVENUE AGREEMENTS to [Accounts.Receivable@commtrans.org](mailto:Accounts.Receivable@commtrans.org)

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY  
AND SNOHOMISH COUNTY PUBLIC TRANSPORTATION BENEFIT AREA  
RELATING TO TRANSIT SAFETY AND PROTECTION SERVICES**

This Interlocal Agreement Between Snohomish County And Snohomish County Public Transportation Benefit Area Relating To Transit Safety And Protection Services (The Agreement) is entered into by Snohomish County, a political subdivision of the State of Washington (the "COUNTY") and the Snohomish County Public Transportation Benefit Area, a municipal corporation of the State of Washington doing business as Community Transit ("COMMUNITY TRANSIT"), WITNESSES THAT:

WHEREAS, COMMUNITY TRANSIT has the authority to operate, maintain, and regulate the use of transportation facilities within its service area, including the authority to provide for the safety and security of its employees and passengers; and,

WHEREAS, the COUNTY, through the Snohomish County Sheriff's Office, (hereinafter SHERIFF), possesses an established law enforcement agency and possesses the power and legal authority to provide security and law enforcement services within Snohomish County and other jurisdictions where authorized by agreement with those jurisdictions; and,

WHEREAS, COMMUNITY TRANSIT desires to enter into an agreement with the COUNTY whereby the COUNTY will provide transit safety and protection services to COMMUNITY TRANSIT and its employees and passengers by providing a supplemental law enforcement presence consisting of commissioned law enforcement officers at COMMUNITY TRANSIT facilities; 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 the covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

**1.0 Scope of Services to be Performed by COUNTY.**

- 1.1 The COUNTY shall provide transit safety and protection services and supplemental law enforcement services as set forth in Exhibit "A", attached hereto and incorporated herein by reference. The COUNTY shall provide these services throughout the COMMUNITY TRANSIT service area as defined in "Exhibit B", attached hereto and incorporated herein by reference. The COUNTY shall furnish all personnel and equipment necessary to provide the services outlined in the scope of work contained in Exhibit "A".
- 1.2 All liability for salary, wages, and/or other employee compensation of COUNTY employees providing services under this Agreement shall be the responsibility of the COUNTY.
- 1.3 Control of personnel (except for operational assignments as set forth herein), standards of performance, discipline and all other aspects of performance of COUNTY personnel shall be governed entirely by the COUNTY.
- 1.4 In those portions of the COMMUNITY TRANSIT service area that are not within Snohomish County, the COUNTY will provide services under this Agreement in a manner consistent with the Intergovernmental Agreement between Washington State Sheriffs entered into September 9, 2013 set forth in Exhibit C, which is attached hereto and incorporated herein by reference.

**2.0 Scope of Services to be Performed by COMMUNITY TRANSIT.**

- 2.1 COMMUNITY TRANSIT shall provide a liaison to coordinate with the COUNTY for the duration of this Agreement. The liaison shall communicate with the COUNTY regarding operational assignments relating to this Agreement and issues of concern to COMMUNITY TRANSIT, its employees and passengers.
- 2.2 COMMUNITY TRANSIT shall provide, at its expense, office space with at least four workstations including related utilities, janitorial services and furnishings. This office space shall be maintained as other COMMUNITY TRANSIT owned and operated offices, provided that entry to the offices shall be lockable and keyed uniquely, and that files and workstations shall be lockable.

**3.0 Time of Performance; Effective Date.**

The services as set forth by this Agreement shall commence on January 1, 2024, and shall continue through December 31, 2026 unless either party initiates termination as provided in Section 6. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (1) been duly executed by both parties, and (2) filed with the County Auditor or posted on the County's Interlocal Agreements website.

#### **4.0 Compensation.**

COMMUNITY TRANSIT will pay to the COUNTY the costs set forth in Exhibit "D", attached hereto and incorporated herein by reference. The COUNTY will invoice COMMUNITY TRANSIT monthly for services provided under the Agreement in the amount of 1/12 the annual cost excluding any appropriate credits from the COUNTY. COMMUNITY TRANSIT shall pay the COUNTY within thirty (30) days of its receipt.

#### **5.0 Legal Requirements.**

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

#### **6.0 Termination.**

This Agreement is contingent upon governmental funding and legislative appropriation. In the event funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement and prior to normal completion, the COUNTY or COMMUNITY TRANSIT may terminate this Agreement by providing at least sixty (60) days' notice to the other party.

Either party may terminate this Agreement for any reason upon providing written notice to the other party One Hundred and Twenty (120) days prior to the effective termination date.

Upon early termination COMMUNITY TRANSIT shall compensate the COUNTY for the costs of services provided through the effective termination date. Termination shall not affect the accrued rights and obligations of either party under other sections of this Agreement.

#### **7.0 Notice.**

7.1 Any notice to be given under this Agreement shall be sent either by registered mail, return receipt requested, or by personal delivery.

7.2 Any notice from COMMUNITY TRANSIT to be sent to the COUNTY shall be sent or delivered to:

Snohomish County SHERIFF  
3000 Rockefeller Ave. M/S 606  
Everett, Washington, 98201

7.3 Any notice from the COUNTY to be sent to COMMUNITY TRANSIT shall be sent or delivered to:

COMMUNITY TRANSIT  
Attn: Manager – Security & Emergency Management  
2312 W. Casino Road  
Everett, Washington 98204

7.4 Notices shall become effective upon delivery or three days after being sent by registered mail, whichever occurs first.

## **8.0 Records.**

The COUNTY shall maintain adequate records to support billings for those services set forth in this Agreement. Said records shall be maintained for a period of six years after completion of this Agreement. COMMUNITY TRANSIT or any of its duly authorized representatives shall have access to any books, documents, papers, or records of the COUNTY that are directly related to this Agreement for the purposes of audit examinations, excerpts, or transcripts. Expenditures under this Agreement that are determined by audit to be ineligible for reimbursement and for which payment has been made on behalf of COMMUNITY TRANSIT shall be refunded to COMMUNITY TRANSIT.

## **9.0 Indemnification.**

9.1 The COUNTY shall protect, save harmless, indemnify and defend COMMUNITY TRANSIT, its elected and appointed officials, officers, employees and agents from any and all loss or claim for damages of any nature whatsoever resulting from negligent or willful misconduct in the performance of this Agreement by the COUNTY, its elected or appointed officials, officers, employees or agents. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release COMMUNITY TRANSIT from any liability or responsibility that arises in whole or in part from the existence or effect of COMMUNITY TRANSIT resolutions, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such COMMUNITY TRANSIT resolution, rule or regulation is at issue, COMMUNITY TRANSIT shall defend the same at its sole expense, and if judgment is entered or damages are awarded against COMMUNITY TRANSIT, the COUNTY, or both, COMMUNITY TRANSIT shall satisfy the same, including all chargeable costs and attorney's fees, except to the extent that such judgment or award is attributable to the negligent or willful misconduct of the COUNTY, its elected or appointed officials, officers, employees or agents.

9.2 COMMUNITY TRANSIT shall protect, save harmless, indemnify and defend the COUNTY, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever, arising out of the performance of this Agreement by COMMUNITY TRANSIT, including claims by COMMUNITY TRANSIT'S employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the COUNTY, its elected or appointed officials, officers, employees or agents.

**10.0 Amendments.**

This Agreement may be amended at any time by mutual written agreement of the parties executed and filed or posted in accordance with RCW 39.34.040.

**11.0 Additional Services.**

The parties agree that during the term of this Agreement, additional similar services may be added in accordance with section 10.0, Amendments. The parties further agree that such additional services shall be compensated at the rates outlined on Exhibit D for the appropriate year in which those services are added.

**12.0 No Third Party Beneficiary/Non Exclusivity.**

The COUNTY and COMMUNITY TRANSIT agree that this Agreement shall not confer third party beneficiary status on any non-party. The COUNTY and COMMUNITY TRANSIT further agree that this is a non-exclusive Agreement and that COMMUNITY TRANSIT may employ or contract for additional transit safety services, including services provided by off-duty law enforcement officers. COMMUNITY TRANSIT and the COUNTY shall coordinate scheduling and assignment of such additional transit safety services with the services provided by the County under this Agreement under the terms of the Scope of Work set forth in Exhibit A.

**13.0 Venue.**

The laws of the State of Washington shall be applicable 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.

**14.0 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 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.

**15.0 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.

**16.0 Entire Agreement.**

This document constitutes the entire agreement between the parties.

**17.0 Execution in Counterparts; Execution by Electronic or Facsimile Signature.**

This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. This Agreement may also be executed by facsimile or electronic signature, which shall be treated as an original signature.

**COMMUNITY TRANSIT**

BY: Ric Ilgenfritz  
Chief Executive Officer

DATE: 1/16/2024

APPROVED AS TO FORM:

Matthew R Hendricks  
General Counsel

DATE: 12/21/2023

**SNOHOMISH COUNTY**

BY: Klein, Ken Digitally signed by Klein, Ken  
Date: 2024.01.16 12:27:57 -08'00'  
County Executive Ken Klein  
Executive Director

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

RECOMMENDED FOR APPROVAL:

[Signature] 1210  
Sheriff

DATE: 01-17-24

APPROVED AS TO FORM:

Lyndsey M Downs  
Deputy Prosecuting Attorney

DATE: 12/21/2023

Barker, Sheila Digitally signed by Barker, Sheila  
Date: 2024.01.17 08:50:32 -08'00'  
Risk Management

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

**COUNCIL USE ONLY**

Approved 1/10/2024

ECAF # 2023-1524

MOT/ORD Motion 24-014

**17.0 Execution in Counterparts; Execution by Electronic or Facsimile Signature.**

This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement. This Agreement may also be executed by facsimile or electronic signature, which shall be treated as an original signature.

**COMMUNITY TRANSIT**

BY: \_\_\_\_\_  
Chief Executive Officer

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

APPROVED AS TO FORM:

Matthew R. Hendricks  
General Counsel

DATE: 12/21/2023

**SNOHOMISH COUNTY**

BY: \_\_\_\_\_  
County Executive

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

RECOMMENDED FOR APPROVAL:

  
Sheriff

DATE: 12/27/23

APPROVED AS TO FORM:

Lyndsey M. Downs  
Deputy Prosecuting Attorney

DATE: 12/21/2023

\_\_\_\_\_  
Risk Management

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



## **EXHIBIT A SCOPE OF SERVICES**

The County shall provide one half-time (0.5) Lieutenant, two (2) full-time Sergeants, two (2) full-time Master Patrol Deputies, one (1) full-time administrative staff person, and thirteen (13) full-time fully commissioned Deputy Sheriffs to provide services to Community Transit under this Agreement.

- The County will provide the services identified in this exhibit through the following organization:
  - **Sheriff's Office Lieutenant:** After considering advice and recommendations of Community Transit, the elected Sheriff or his/her designee will designate a Sheriff's Office Lieutenant to lead the Transit Police Unit. The Community Transit management representative shall maintain authority to define law enforcement issues and priorities to the Sheriff's Lieutenant and all other personnel assigned to Community Transit under this agreement.
  - **Assigned Supervisory Personnel:** In addition to the Sheriff's Lieutenant, the Sheriff, after considering advice and recommendations of Community Transit, will designate two Sheriff's Office Sergeants to assist the Lieutenant in providing supervision of assigned personnel. A Community Transit management representative shall have the right to participate in any oral board conducted in order to fill assigned supervisory personnel.
  - **Non-Supervisory Personnel:** A Community Transit management representative shall have the right to participate in any oral board conducted in order to fill assigned non-supervisory personnel.
- **Reporting:** Community Transit shall provide the County with a list of events it considers "significant activity." The County shall promptly notify the designated Community Transit management representative of any events Community Transit designates as significant activity.
- Community Transit will appoint a management representative to liaison with the County Lieutenant and command personnel within the Sheriff's Office on all matters relating to this agreement.
- Community Transit and the County will jointly determine operational assignments and the utilization of deputies, sergeants, and lieutenant, on a routine basis.
- The County will provide security patrol services at Community Transit facilities or in the vicinity of Community Transit coaches and other vehicles, and within the Community Transit service area in accordance with operational plans established by Community Transit and the County. Patrol services shall include reactive patrol to respond to calls

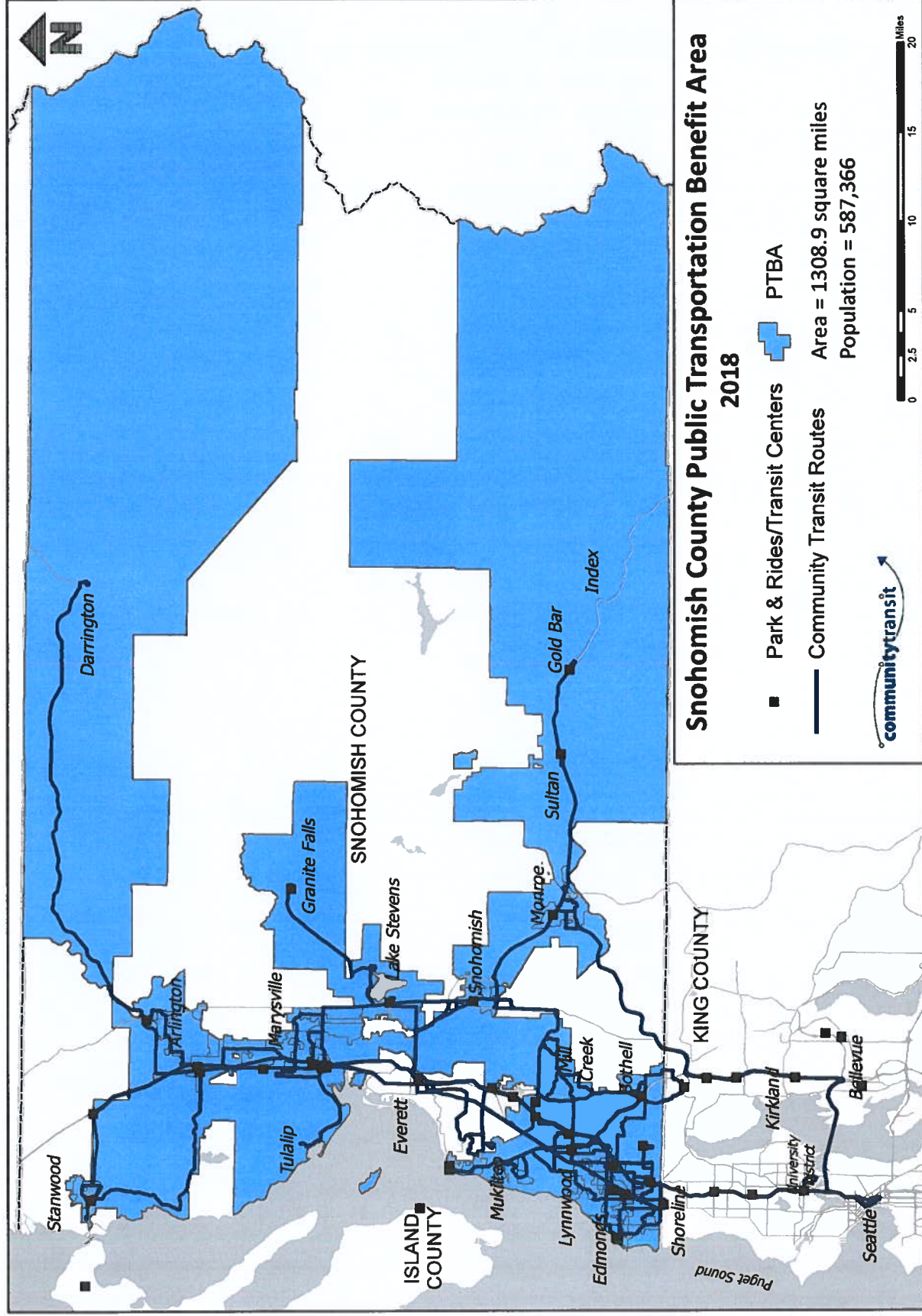
for service and proactive patrol to prevent and deter criminal activity. The deputies assigned to Community Transit will provide patrol services during their scheduled work shifts exclusively within the Community Transit service area, provided that deputies may be directed to duties outside the Community Transit service area in cases of emergency or compelling law enforcement reason only. The County provided patrol services shall be in cooperation with other law enforcement agencies. The Community Transit service area is defined in Exhibit B, which is attached hereto and incorporated herein by reference. The services provided by the County may also include investigative services, special services, records, evidence and civilian support services in a manner consistent with the law enforcement policies and practices of the County.

- If personnel assigned to Community Transit is absent from duty due to illness, injury or other approved leave for longer than eight (8) weeks, the County will back fill the vacancy on the first working day after the eight (8) week leave period has been exceeded, utilizing straight time, overtime or a combination thereof to ensure 18.5 positions are filled and that minimum coverage levels are met. The costs related to meeting coverage levels for Community Transit services are included in the rates set forth in Exhibit D. If the County is unable to fill the vacancy on the first working day after eight (8) weeks to maintain 18.5 positions, the County will credit Community Transit's monthly invoice for service until the vacancy is filled.
- If Community Transit has good cause to believe that a County employee is not effectively performing in accordance with this Agreement, Community Transit may recommend in writing to the County that the employee be removed from the Community Transit assignment. Within ten business days after receiving the recommendation, a Community Transit representative will meet with the County Sheriff, or designee, to discuss the recommendation. If in the opinion of the Sheriff or Community Transit, or their designees, the problem cannot be resolved, then the employee may be removed from Community Transit and replaced.
- The County retains the right to remove or re-assign personnel as needed. Replacement of personnel is subject to the selection process described in this Exhibit A.
- County deputies will provide transit safety and protection services to Community Transit, its employees, patrons and property. Deputies will enforce, within reason, common sense and professional judgment Community Transit rules and all applicable laws, rules and regulations of the State of Washington, including but not limited to "Unlawful Transit Conduct" (RCW 9.91.025).
- Deputies, under the guidance of the sergeant(s) and lieutenant will patrol Community Transit's jurisdiction in both County patrol vehicles (as described above) as well as within buses or other Community Transit vehicles.
- Commissioned Personnel will perform their duties, including application of force, in accordance with the Snohomish County Sheriff's policy manual, and state and federal law. County law enforcement management will review all incidents as to the appropriateness of response. Information regarding the frequency and nature of use of

force incidents will be made available to Community Transit management for review on a quarterly basis.

- In consultation with Community Transit, the County will provide an orientation and training program for all assigned County personnel to familiarize these personnel with the Community Transit service area, operating procedures, two-way radio protocol, facilities and vehicles and the like.
- The County shall provide to Community Transit, on a monthly basis, an electronic report approved by Community Transit of all services provided under this agreement in a format that is agreeable to the Community Transit Management Representative and the Lieutenant.
- To the extent permitted by law, 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 and providing the other party an opportunity for review before release to the media.
- The County Sheriff, or the Sheriff's designee, shall meet with Community Transit as needed, and at least quarterly, to discuss performance under this Agreement. Community Transit shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications.
- Radio system and appropriate protocols shall be established by the designated liaisons. County staff shall accomplish installation of Community Transit radios into County patrol cars. Maintenance of Community Transit radios shall be Community Transit's responsibility.
- Based on operational needs, vehicles assigned to the Transit Police Unit shall be a combination of marked and unmarked vehicles. As vehicles are added or replaced, the decision will be made at that time whether the vehicle is to be marked or unmarked. This decision will be jointly decided upon by the Lieutenant, and Community Transit.
- At its sole discretion, Community Transit may authorize and pay directly the costs of training or conference attendance of Transit Police Unit personnel. The training or conferences shall be related to transit and/or transit security and shall be to the benefit of Community Transit. Travel and related expenses for training or conference shall be in accordance with Community Transit policy. Transit Police Unit personnel scheduling, availability and suitability for training shall be mutually decided upon by Community Transit and the County.
- The cost of providing routine office supplies for the Transit Police Unit is included in the rates set forth in Exhibit D and do not require additional reimbursement by Community Transit.

- Pursuant to RCW 36.57A.235(2)(a) the Snohomish County Sheriff's Office is designated to monitor fare payment. Sheriff's Office personnel are authorized to exercise all the powers of an enforcement officer as defined in RCW 7.80.040. See Community Transit Board of Directors Resolution 04-23, as amended.



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
WASHINGTON STATE SHERIFF'S**

**THE INTER-LOCAL AGREEMENT** is made and entered into by and between all of the jurisdictions signatory to this agreement, pursuant to the provisions of Chapter 39.34 RCW, on the date of signature of each of the parties hereto:

**Participating Counties:**

Adams County Sheriff's Office  
Asotin County Sheriff's Office  
Benton County Sheriff's Office  
Chelan County Sheriff's Office  
Clallam County Sheriff's Office  
Clark County Sheriff's Office  
Columbia County Sheriff's Office  
Cowlitz County Sheriff's Office  
Douglas County Sheriff's Office  
Ferry County Sheriff's Office  
Franklin County Sheriff's Office  
Garfield County Sheriff's Office  
Grant County Sheriff's Office  
Grays Harbor County Sheriff's Office  
Island County Sheriff's Office  
Jefferson County Sheriff's Office  
King County Sheriff's Office  
Kitsap County Sheriff's Office  
Kittitas County Sheriff's Office  
Klickitat County Sheriff's Office  
Lewis County Sheriff's Office  
Lincoln County Sheriff's Office  
Mason County Sheriff's Office  
Okanogan County Sheriff's Office  
Pacific County Sheriff's Office  
Pend Oreille County Sheriff's Office  
Pierce County Sheriff's Office  
San Juan County Sheriff's Office  
Skagit County Sheriff's Office  
Skamania County Sheriff's Office  
Snohomish County Sheriff's Office  
Spokane County Sheriff's Office  
Stevens County Sheriff's Office  
Thurston County Sheriff's Office  
Wahkiakum County Sheriff's Office  
Walla Walla County Sheriff's Office  
Whatcom County Sheriff's Office  
Whitman County Sheriff's Office  
Yakima County Sheriff's Office

**WITNESSETH:**

**WHEREAS, the Sheriffs of the aforementioned counties recognize that criminal activities are not restricted by artificial jurisdictional boundaries set up by government;**

**WHEREAS, the Sheriffs of the aforementioned counties recognized that the recognition and detection of illegal activities are effective law enforcement activities in general are hampered by such artificial boundaries;**

**WHEREAS, the Sheriffs of the aforementioned counties desire to enhance and maintain cooperative efforts among their respective departments, to improve peace keeping activities and their community care taking function;**

**WHEREAS, the Sheriffs of the aforementioned counties to eliminate the current artificial barriers to mutual aid and cooperative enforcement of the laws in their respective counties;**

**WHEREAS, it is the mutual advantage of the participating counties and their citizens to cooperate with one another, and consent to the full exercise of the peace officer powers in all counties of Washington State, by the deputies of other counties;**

**WHEREAS, the Washington Mutual Aid Peace Officers Powers Act of 1985 (WMAPOPA), Chapter 10.93 RCW, provides that a general authority Washington peace officer may enforce the traffic of criminal laws of the State of Washington throughout the territorial bounds of this state upon the prior written consent of the Sheriff in whose primary territorial jurisdiction the exercise of the powers occurs;**

**WHEREAS, the Sheriffs of the aforementioned counties desire by this agreement to consent to the full exercise of peace officer powers, within any of the counties signatory to this agreement, by any and all properly certified or exempted deputies of counties which are signatory to this agreement, and**

**WHEREAS, the Sheriffs of the aforementioned counties intend that this agreement serve as the "prior written consent" required of RCW 10.93.070 (1), consenting to the full exercise of police powers by any and all properly certified or exempted deputies of counties signatory to this agreement.**

**NOW, THEREFORE, the participating jurisdictions do hereby agree as follows:**

- 1. DURATION: This agreement shall commence on the date it is executed by each participating jurisdiction, and shall continue throughout the term(s) of office of the Sheriff of each participating jurisdiction or until terminated as provided herein;**

2. **WMAPOPA (CHAPTER 10.93 RCW):** This agreement is not intended, nor shall it be constructed to eliminate or modify the rights, duties, responsibilities, and/or liabilities of the participating counties, as set forth in RCW 10.93.
3. **TERMS:** This agreement contains all the terms and conditions agreed upon by the participating jurisdictions. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties;
4. **TERMINATION:** Any Sheriff may withdraw from this agreement upon seven (7) days written notice to the other participating counties. This agreement may be terminated in writing executed by all remaining participating jurisdictions;
5. **CONSENT:** All Sheriffs signatory to this agreement hereby agree to consent to the full exercise of police powers in their jurisdiction, by any and all properly certified or exempted deputies of counties participating in this agreement, except as limited or restricted in section 7.
6. **EXECUTION IN COUNTERPARTS:** This agreement may be executed in counterparts by any or all of the participating jurisdictions. The parties hereto intend that all signed counterparts taken together shall be considered as on original document, and given full force and effect as if all parties signed one document.
7. **EXCEPTIONS—RESTRICTIONS:** The following exception and/or restrictions are made:

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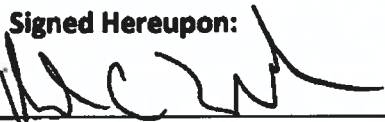
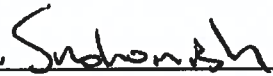
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**IN WITNESS WHEREOF,** the participating jurisdictions have caused this agreement to be executed this day and year set forth herein.

**Signed Hereupon:**

	 County Sheriff	04-01-2020
Name	Name of County	Date



2024-2026 ADDENDUM 1  
COST OF SERVICE

**Community Transit**

2024-2026	FTE	2024	Prior Contract Cost	2024	2025	2026
Personnel	Count	FTE Cost	2023	Base Costs		
Lieutenant Salary	0.5	\$ 168,983	\$ 74,258	\$ 84,492	\$ 88,716	\$ 93,152
Lieutenant Benefits		\$ 48,510	\$ 20,008	\$ 24,255	\$ 51,144	\$ 53,923
Lieutenant Overtime		\$ 8,304	\$ 935	\$ 4,152	\$ 4,360	\$ 4,578
Sergeant Salary	2.0	\$ 143,719	\$ 249,575	\$ 287,438	\$ 301,810	\$ 316,900
Sergeant Benefits		\$ 42,093	\$ 73,816	\$ 84,187	\$ 89,673	\$ 94,285
Sergeant Overtime		\$ 26,767	\$ 20,060	\$ 53,534	\$ 56,211	\$ 59,021
MPD Sheriff Salary	2.0	\$ 129,841	\$ 218,472	\$ 259,683	\$ 254,829	\$ 267,570
MPD Sheriff Benefits		\$ 40,511	\$ 69,742	\$ 81,022	\$ 84,903	\$ 88,563
MPD Sheriff Overtime		\$ 24,037	\$ 33,093	\$ 48,075	\$ 50,479	\$ 53,002
Deputy Sheriff Salary	13.0	\$ 121,347	\$ 1,327,865	\$ 1,577,511	\$ 1,656,386	\$ 1,739,205
Deputy Sheriff Benefits		\$ 40,511	\$ 441,244	\$ 526,646	\$ 551,867	\$ 575,663
Deputy Sheriff Overtime		\$ 16,872	\$ 137,183	\$ 219,332	\$ 230,298	\$ 241,813
LES Salary	1.0	\$ 61,127	\$ 59,985	\$ 61,127	\$ 64,183	\$ 67,393
LES Benefits		\$ 19,011	\$ 33,501	\$ 33,501	\$ 35,176	\$ 36,935
LES Overtime		\$ 2,224	\$ 3,183	\$ 2,224	\$ 2,335	\$ 2,451
Total FTEs	18.5					
<b>Personnel Subtotal</b>			<b>\$ 2,762,920</b>	<b>\$ 3,347,176</b>	<b>\$ 3,522,370</b>	<b>\$ 3,694,456</b>

Annual Operating Costs	Count	Unit Cost	2023	2024	2025	2026
Lieutenant Vehicle Operating Cost	0.5	\$ 8,474	\$ 6,478	\$ 4,237	\$ 4,364	\$ 4,495
Sergeant Vehicle Operating Cost	2	\$ 8,474	\$ 21,794	\$ 16,947	\$ 17,456	\$ 17,979
Deputy Vehicle Operating Cost	13	\$ 15,953	\$ 236,026	\$ 207,388	\$ 213,610	\$ 220,018
MPD Vehicle Operating Cost	2	\$ 15,953	\$ 15,335	\$ 31,906	\$ 32,863	\$ 33,849
Cellular Phone Service*	17.5	\$ 899	\$ 19,013	\$ 15,727	\$ 16,199	\$ 16,685
Risk Mgmt / Indirect Costs	18.5	\$ 16,340		\$ 302,281	\$ 311,349	\$ 320,690
Outside training	18.5	\$ 600	\$ 10,108	\$ 11,100	\$ 11,433	\$ 11,776
Contract Administration Services	18.5	\$ 821	\$ 20,961	\$ 15,195	\$ 15,955	\$ 16,753
Evidence Facility Services*	17.5	\$ 1,916	\$ 34,335	\$ 33,530	\$ 34,535	\$ 35,572
Training Unit / Range*	17.5	\$ 2,241	\$ 29,258	\$ 39,222	\$ 40,399	\$ 41,611
DIS/Phones/PC/Info Services	18.5	\$ 9,193	\$ 125,155	\$ 170,067	\$ 175,169	\$ 180,424
Operational Supplies		\$ 10,525	\$ 14,151	\$ 10,525	\$ 10,840	\$ 11,165
Copy Lease Maintenance		\$ 2,500	\$ -	\$ 2,500	\$ 2,575	\$ 2,652
<b>Annual Operating Cost Subtotal</b>			<b>\$ 532,615</b>	<b>\$ 860,624</b>	<b>\$ 886,747</b>	<b>\$ 913,349</b>

<b>Grand Total</b>			<b>\$ 3,295,535</b>	<b>\$ 4,207,801</b>	<b>\$ 4,409,117</b>	<b>\$ 4,607,805</b>
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**Notes:**

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 (2021-2023) w/2024 being an estimate until Sno Co County Council adopts budget.

Addition of Risk Management costs beginning in 2023.

Projected Inflat	2025	2026
Salaries	5%	5%
Benefits	6%	6%
Contract Administration	5%	5%
Other Expenses	3%	3%

**Certificate Of Completion**

Envelope Id: C0A29013563F4703991487FE5A801EB2

Status: Completed

Subject: Please DocuSign: Contract Router Interfocal Agreement - TPU Contract 24-001

Source Envelope:

Document Pages: 16

Signatures: 7

Envelope Originator:

Certificate Pages: 5

Initials: 0

Lauren Straughen

AutoNav: Enabled

2312 W Casino Road

Envelopeld Stamping: Enabled

Everett, WA 98204

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

lauren.straughen@commtrans.org

IP Address: 206.208.64.20

**Record Tracking**

Status: Original

Holder: Lauren Straughen

Location: DocuSign

1/12/2024 12:30:34 PM

lauren.straughen@commtrans.org

**Signer Events****Signature****Timestamp**

Scott Eastman

Scott.eastman@commtrans.org

Security Level: Email, Account Authentication  
(None)*Scott Eastman*

Sent: 1/12/2024 12:36:22 PM

Viewed: 1/12/2024 1:00:03 PM

Signed: 1/12/2024 1:00:46 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 206.208.64.20**Electronic Record and Signature Disclosure:**

Accepted: 1/12/2024 1:00:03 PM

ID: 4f882b87-5430-443e-9bc9-146753148bbc

Jacob Peltier

jacob.peltier@commtrans.org

Manager of Security and Emergency Management

Security Level: Email, Account Authentication  
(None)*Jacob Peltier*

Sent: 1/12/2024 1:00:48 PM

Viewed: 1/12/2024 1:03:05 PM

Signed: 1/12/2024 1:03:26 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 76.104.182.127  
Signed using mobile**Electronic Record and Signature Disclosure:**

Accepted: 1/12/2024 1:03:05 PM

ID: 2c9f537b-22a5-49da-8e28-3058d83b97b5

Kunjan Dayal

Kunjan.Dayal@commtrans.org

Procurement Manager

Community Transit

Security Level: Email, Account Authentication  
(None)*Kunjan Dayal*

Sent: 1/12/2024 1:03:27 PM

Viewed: 1/12/2024 3:03:09 PM

Signed: 1/12/2024 3:04:25 PM

Signature Adoption: Pre-selected Style  
Using IP Address: 206.208.64.20**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Matthew R. Hendricks

matt.hendricks@commtrans.org

General Counsel

Security Level: Email, Account Authentication  
(None)*Matthew R. Hendricks*

Sent: 1/12/2024 3:04:27 PM

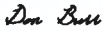
Viewed: 1/15/2024 7:23:13 AM

Signed: 1/15/2024 9:53:09 AM


Signature Adoption: Pre-selected Style  
Using IP Address: 76.146.227.90**Electronic Record and Signature Disclosure:**

Accepted: 1/15/2024 7:23:13 AM

ID: bf17ac94-a731-431e-a568-a4666aa9cb16

Signer Events	Signature	Timestamp
Don Burr Don.Burr@commtrans.org Sr. Director - Safety, Security and Sustainability Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 73.193.120.57 Signed using mobile	Sent: 1/15/2024 9:53:11 AM Viewed: 1/15/2024 11:06:16 AM Signed: 1/15/2024 11:06:55 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 1/15/2024 11:06:16 AM  
ID: 905e4e8b-70c7-42b5-ab82-7ed997eedac0

Ric Ilgenfritz ric.ilgenfritz@commtrans.org Chief Executive Officer Community Transit Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 206.208.64.20	Sent: 1/15/2024 11:06:57 AM Viewed: 1/16/2024 11:04:09 AM Signed: 1/16/2024 11:04:44 AM
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**Electronic Record and Signature Disclosure:**  
Accepted: 1/16/2024 11:04:09 AM  
ID: 12876c5c-5608-4db4-9b36-9e68fbc2cd6e

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Lauren Straughen lauren.straughen@commtrans.org Community Transit Security Level: Email, Account Authentication (None)		Sent: 1/16/2024 11:04:46 AM
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**Electronic Record and Signature Disclosure:**  
Accepted: 12/1/2023 12:04:41 PM  
ID: 3eb1392e-4044-4b81-a589-389b795227fa

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/12/2024 12:36:22 PM
Certified Delivered	Security Checked	1/16/2024 11:04:09 AM
Signing Complete	Security Checked	1/16/2024 11:04:44 AM
Completed	Security Checked	1/16/2024 11:04:46 AM

Payment Events	Status	Timestamps
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**Electronic Record and Signature Disclosure**

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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Community Transit:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [Shawna.rose@commtrans.org](mailto:Shawna.rose@commtrans.org)

#### **To advise Community Transit of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [Shawna.rose@commtrans.org](mailto:Shawna.rose@commtrans.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Community Transit**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [Shawna.rose@commtrans.org](mailto:Shawna.rose@commtrans.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Community Transit**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [Shawna.rose@commtrans.org](mailto:Shawna.rose@commtrans.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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