

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

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE TOWN OF DARRINGTON RELATING TO LAW ENFORCEMENT SERVICES (the "Agreement") is entered into by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the Town of Darrington, a municipal corporation of the State of Washington (the "Town").

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

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

WHEREAS, the County, through the Snohomish County Sheriff's Office ("SCSO"), provides law enforcement services to the citizens of Snohomish County;

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

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

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

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

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

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

1.0 BASE-LEVEL LAW ENFORCEMENT SERVICES. The County will provide Base Level Law Enforcement Services, more fully described in sections 1.1 through 1.6, within the geographical boundaries of the Town. Unless otherwise stated in this Agreement, the County will render such services at the same level, degree, and type as is customarily provided by the County in the unincorporated areas of Snohomish County surrounding the geographical boundaries of the Town.

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

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

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

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

1.5 **RECORDS.** The County will perform the required data entry into the Records Management System ("RMS") system.

1.6 **EVIDENCE.** The County will process and maintain evidence and property collected as a result of investigations occurring within the Town in the same manner used for SCSO investigations occurring in the unincorporated portions of the County.

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

2.1 **PERSONNEL.** The County will provide the Base Level Law Enforcement Services identified in Section 1.0 through the following organization: The County will direct full-time SCSO personnel that are a part of the North Precinct complement of commissioned law enforcement officers to patrol both the unincorporated areas of Snohomish County surrounding the geographical boundaries of the Town and to provide Base Level Law Enforcement Services, identified in Section 1.0, within the geographical boundaries of the Town. All personnel providing services under this Agreement will respond according to the general law enforcement issues and priorities identified by the Sheriff.

2.2 **DARRINGTON SUBSTATION.** The Town will provide office space to all SCSO personnel providing services under this Agreement. This location will be referred to as the SCSO Darrington Substation ("Substation"). Additionally, SCSO personnel not providing services under this Agreement may also use the Substation.

2.3 **MARKING OF VEHICLES AND UNIFORMS.** The vehicles and uniforms of full-time deputies providing services under this Agreement will display the identification of the Snohomish County Sheriff's Office.

3.0 REPORTING.

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

3.2 **SIGNIFICANT OCCURRENCE.** The North Precinct Commander will promptly notify the Mayor of any discharge of a firearm by Sheriff's Office personnel in the Town; at-large felon that poses a public safety threat; incidents requiring a Town representative to be present; incidents that may generate multiple media inquiries due to the severity of the occurrence or event; occurrences or events requiring a response that exceeds the capabilities of a standard patrol deputy response; injuries to deputies while assigned to the Darrington region; other occurrences or events identified by the North Precinct Commander that may benefit the Mayor or Town; provided however, that no notifications will be made if such notice may compromise the integrity of sensitive investigations.

3.3 **MEDIA RELEASES.** The SCSO Public Information Officer (the "PIO") will prepare news releases concerning major crime investigations conducted by the SCSO and will send a copy of any new release(s) issued involving a significant occurrence in the Darrington region to the Mayor or the Mayor's designee. 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.

4.1 INDEPENDENT CAPACITY. The personnel or agents of each party who are engaged in the performance of this Agreement shall continue to be personnel or agents of that party and shall not be considered for any purpose to be personnel or agents of the other party. 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 personnel of the County for all purposes.

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

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

4.2 MINIMUM STAFFING. The minimum staffing under this Agreement shall be one (1) deputy on duty to patrol both the Town and unincorporated areas of Snohomish County surrounding the geographical boundaries of the Town, with the following exception: The County represents, and the Town acknowledges, that the potential exists that there may not be a deputy specifically assigned to the region during the hours of 2400-0600. The County represents that this exception will occur less than ten percent (10%) of the time.

5.0 COMPENSATION-BASE LEVEL SERVICES.

5.1 CONTRACT AMOUNT. In consideration for the base level services defined in section 1.0 of this Agreement and provided by the County as set forth herein, the Town will pay the County a quarterly sum equal to one-quarter of the average yearly cost determined according to Addendum 1, which is attached hereto and incorporated herein by reference. In the event direct costs to the County to provide such services increase by a rate that is more than one percent (1%) over the amount of anticipated inflation as indicated in Addendum 1, the parties agree that the costs for the remainder of the term of this Agreement shall be renegotiated based on actual direct costs.

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

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

5.3 CREDIT FOR DARRINGTON SUBSTATION. The County will provide a credit to the Town for the use of the Darrington Substation by SCSO personnel not providing services under this Agreement. Addendum 1 establishes the rate of credit based on the square footage of the Darrington substation.

6.0 TOWN RESPONSIBILITIES. In support of the County providing the services described in Section 1.0 above, the Town promises:

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

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

6.3 To maintain its contract with Snohomish County 911 for dispatch services and continue to pay its CAD/RMS terminal and radio system assessments.

6.4 To retain its Violations Bureau and to retain revenue from traffic infractions in the same manner as it did before Law Enforcement Services were provided by the County.

6.5 To make the SCSO Darrington Substation space available, pursuant to Section 2.2.

7.0 TERM.

7.1 This Agreement shall govern services provided beginning January 1, 2024, and shall end at midnight on December 31, 2026, unless terminated earlier as provided in Section 8.0 of this Agreement. This Agreement shall be signed by both parties and either filed with the Snohomish County Auditor or listed on either party's interlocal agreements website, as required by RCW 39.34.040.

7.2 In the event funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement, either party may terminate the Agreement under Section 8.0 of this Agreement.

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

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

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

8.3 Upon completion of a mutually agreed upon transition plan, or as necessary if this Agreement is terminated due to lack of legislative appropriation, either party may provide official written notice of its intent to terminate this Agreement consistent with the contents of the plan, or as necessary due to lack of legislative appropriation. The transfer of responsibilities from the County to the Town shall take place on January 1st of the year immediately following the planning year specified in paragraph 8.2 above unless a different year is specified in the transition plan or is necessary due to lack of legislative appropriation.

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

9.0 NOTICES.

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

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

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

Mayor
Town of Darrington
1005 Cascade/ P.O. Box 397
Darrington, WA 98241

10.0 INDEMNIFICATION.

10.1 COUNTY RESPONSIBILITY. The County shall protect, save harmless, indemnify, and defend the Town, its elected and appointed officials, officers, personnel, and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or County personnel 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, personnel, or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the Town, its elected or appointed officials, officers, personnel, or agents.

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

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

11.0 AUDITS AND INSPECTIONS.

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

12.0 AMENDMENTS.

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

13.0 CONTRACT ADMINISTRATION.

The parties shall each appoint a Contract Administrator to review performance and other issues that are not related to day-to-day operations. Each party shall provide the other party with the name of its appointed Contract Administrator. Either party may call a meeting to discuss performance under this Agreement with ten (10) days prior written notice to the other party. Any problem that cannot be resolved by the Contract Administrators shall be referred to the Town Mayor and the County Sheriff for resolution.

14.0 NO THIRD-PARTY BENEFICIARY.

The County and the Town agree that this Agreement shall not confer third-party beneficiary status on any non-party, including the citizens of either the County or the Town.

15.0 LEGAL REQUIREMENTS.

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

16.0 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.

17.0 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.

18.0 ENTIRE AGREEMENT, WAIVER OF DEFAULT.


The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement. Waiver of any default shall not be deemed as a waiver of any subsequent

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

In Witness Whereof, the parties have executed this Agreement.

THE TOWN

The Town of Darrington, a Washington municipal corporation

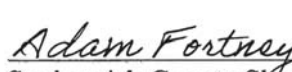
By 
Name: DANIEL D. RANKIN
Title: MAYOR

THE COUNTY:

Snohomish County, a political subdivision of the State of Washington

By _____
Name: Ken Klein
Title: Executive Director

Recommended for Approval

 08/28/2023
Snohomish County Sheriff

Approved as to Form:

Town Attorney

Approved as to Form:


Deputy Prosecuting Attorney

Approved by Risk Management

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2023.08.28 10:35:30 -07'00'

County Risk Management

COUNCIL USE ONLY	
Approved	<u>9/20/2023</u>
ECAF #	<u>2023-1010</u>
MOT/ORD	<u>Motion 23-072</u>

2024-2026 ADDENDUM 1
COST OF SERVICE

DARRINGTON

2024-2026	FTE	CITY	2024	Prior Contract Cost	2024	2025	2026
Personnel	Count	SHARE	FTE Cost	2023	Base Costs		
Sergeant Salary (4) NORTH PRECINCT	0.4	55%	\$ 143,719	\$ 30,971	\$ 31,618	\$ 33,199	\$ 34,859
Sergeant Benefits (4) NORTH PRECINCT			\$ 42,093	\$ 8,872	\$ 9,261	\$ 9,864	\$ 10,371
Sergeant Overtime (4) NORTH PRECINCT			\$ 26,767	\$ 2,189	\$ 2,677	\$ 2,811	\$ 2,951
Deputy Sheriff Salary	4.0	55%	\$ 121,347	\$ 228,428	\$ 266,963	\$ 280,311	\$ 294,327
Deputy Sheriff Benefits			\$ 40,511	\$ 75,529	\$ 89,125	\$ 93,393	\$ 97,420
Deputy Sheriff Overtime			\$ 16,872	\$ 19,699	\$ 37,118	\$ 38,974	\$ 40,922
Total FTEs	4.4	2.4					
Personnel Subtotal				\$ 365,687	\$ 436,761	\$ 458,552	\$ 480,851

Annual Operating Costs	Count	Unit Cost	2023	2024	2025	2026
Sergeant Vehicle Operating Cost	0.4	55%	\$ 8,474	\$ 3,686	\$ 1,864	\$ 1,920
Deputy Vehicle Operating Cost	4	55%	\$ 15,953	\$ 33,175	\$ 35,096	\$ 36,149
Investigative Services	2.4		\$ 7,428	\$ 17,309	\$ 17,977	\$ 18,516
Cellular Phone Service*	1.0		\$ 2,049	\$ 2,484	\$ 2,049	\$ 2,111
Risk Mgmt / Indirect Costs	2.4		\$ 16,340	\$ -	\$ 39,542	\$ 40,728
Outside training	2.4		\$ 600	\$ 1,603	\$ 1,452	\$ 1,496
Contract Administration Services	2.4		\$ 821	\$ 1,576	\$ 1,988	\$ 2,087
Evidence Facility Services*	2.4		\$ 1,916	\$ 3,713	\$ 4,598	\$ 4,736
Records Mgmt Services	2.4		\$ 2,217	\$ 6,250	\$ 5,364	\$ 5,525
Training Unit / Range*	2.4		\$ 2,241	\$ 5,529	\$ 5,424	\$ 5,587
DIS/Phones/PC/Info Services	2.4		\$ 9,291	\$ 15,733	\$ 22,484	\$ 23,159
Operational Supplies			\$ 4,592	\$ 5,108	\$ 4,592	\$ 4,729
Copy Lease Maintenance			\$ 3,052	\$ -	\$ 3,052	\$ 3,144
Annual Operating Cost Subtotal			\$ 96,166	\$ 145,482	\$ 149,886	\$ 154,383

Annual Operating Credits	2023	2024	2025	2026
Credit for Police Facility*	\$ (8,314)	\$ (8,314)	\$ (8,314)	\$ (8,314)
Annual Operating Credits Subtotal	\$ (8,314)	\$ (8,314)	\$ (8,314)	\$ (8,314)

Grand Total	\$ 453,539	\$ 573,929	\$ 600,124	\$ 626,919
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Notes:

- *Base facility credit of \$13.54 per sq. ft
- 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 Inflaters	2025	2026
Salaries	5%	5%
Benefits	6%	6%
Contract Administration	5%	5%
Other Expenses	3%	3%