

**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’s geographical boundaries lie entirely within the County; and

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

WHEREAS the County, through its Sheriff’s Office (“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 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;

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 Proactive Patrol. The County may assign one deputy sheriff, Sunday thru Tuesday, starting at 1800 hours and ending at 0200 hours each day, to patrol within the geographical area of the City. The deputy sheriff will handle all levels of 911 calls for service during this time. The City will pay the County for proactive patrol

services according to the fee schedule in Section 5.2.1. If the County is not able to staff these hours with a deputy sheriff, the County will respond to priority one and priority two calls for service and bill on a “call for service” basis according to the fee schedule in 5.2.2.

1.1.2 **Reactive Patrol.** The County will respond to priority one, two, and three calls on a “call for service” basis, Sunday thru Tuesday, between the hours of 0200 hours and 0600 hours. 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.

**1.2 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.

**1.3 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.

**1.4 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.

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

**2.0 ORGANIZATION.** The County will designate a Sheriff’s Lieutenant to act as the liaison (“the Liaison”) with the City. The Liaison will coordinate service delivery with the City of Brier Police Chief.

### **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 THE CHIEF OF POLICE.** The Chief of Police will provide the Liaison with a list of events that are considered “significant criminal occurrences.” The Liaison will promptly notify the Chief of Police in the event of a significant criminal occurrence within the City.

**3.3 MEDIA RELEASES.** The Liaison, or the Liaison and the Sheriffs 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 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.** 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 LIAISON.** 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 Sheriff through the Liaison. 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.

#### **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:

\$140.90/hour

5.2.2 Reactive Patrol: The City will pay a call(s) for service fee for each priority 1, 2 or 3 call as requested by the City when a deputy is not already on duty in the City. Fee is per call/per hour/per deputy:

\$92.95/hour

5.2.3 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.

5.2.4 The County will bill the City for actual hours worked.

**5.3 BILLING.** The City will be billed monthly for services provided within 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 in Section 1 and 2 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.

**7.0 TERM; EFFECTIVE DATE.** Notwithstanding the Effective Date, this Agreement shall govern law enforcement services provided by the County from May 21, 2023 through December 31, 2023, unless either party terminates early pursuant to Section 8 or termination is necessary due to a lack of sufficient legislative appropriation by either or both parties. The parties agree to ratify each party's conduct from May 21, 2023, until the Effective Date. Pursuant to RCW 39.34.040, this Agreement will be filed with the Snohomish County Auditor or posted on the County's Interlocal Agreements website ("Effective Date").

**8.0 TERMINATION.** 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.

**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 228<sup>th</sup> 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, 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.

**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, 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.

**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 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 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**

**CITY OF BRIER**

\_\_\_\_\_  
County Executive Ken Klein  
Executive Director

*on file*  
\_\_\_\_\_  
APPROVED AS TO FORM:

DATE: .....

APPROVAL RECOMMENDED:

*Adam Fortney*  
\_\_\_\_\_  
Sheriff

DATE: 06/15/2023

Mayor Dale Kaumirngk

DATE: 6/14/23

Deputy Prosecuting Attorney

DATE: 6/21/23

APPROVED AS TO FORM:

City Attorney

DATE:

REVIEWED BY RISK MANAGEMENT:

Barker, Sheila

Digitally signed by Barker, Sheila  
Date: 2023.06.21 11:29:00 -07'00'

Risk Manager

DATE: