

AFTER RECORDING RETURN TO:  
Snohomish County Council  
3000 Rockefeller Avenue, M/S 609  
Everett, WA 98201

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

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

**WITNESSES THAT:**

**WHEREAS**, the **CITY'S** geographical boundaries lie entirely within the **COUNTY**; and

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

**WHEREAS**, the **COUNTY**, through the Snohomish County Sheriff's Office (hereinafter referred to as the **SHERIFF**) provides law enforcement services to the citizens of Snohomish County; and

**WHEREAS**, the **COUNTY** has the power and legal authority to extend those law enforcement services into the geographical area of the **CITY**; and

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

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

**WHEREAS**, the **COUNTY** agrees to render such law enforcement services, through the **SHERIFF**;

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

**1.0 BASE LEVEL SERVICES.** The COUNTY will provide within CITY limits the following law enforcement services, rendering such services in the same manner, and with the same equipment, as is customarily provided by the COUNTY in unincorporated Snohomish County unless otherwise set forth herein:

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

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

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

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

**1.5 RECORDS.** The CITY shall perform all required data entry into the records management system in accordance with this Agreement, and shall maintain records in the police department facility.

**1.6 EVIDENCE.** The COUNTY will process and maintain evidence and property collected as a result of investigations occurring within the CITY in the same manner used for Sheriff's Office investigations occurring in the unincorporated portions of Snohomish County and in accordance with generally accepted practices.

**1.7 POLICE DEPARTMENT SERVICES.** The CITY will maintain CITY staff to provide citizen services such as: issuing concealed pistol licenses, fingerprinting, responding to citizen inquiries, the CITY's violations bureau, and all public records disclosure.

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

**1.9 MISCELLANEOUS – ATTORNEY CLIENT PRIVILEGE – PUBLIC RECORDS DISCLOSURE.**

1.9.1 The COUNTY and the CITY acknowledge and agree that in the performance of this Agreement some communications between the City Attorney and the Police Chief and assigned deputies and staff may constitute privileged attorney-client communication and/or attorney work product. Both parties agree that in those instances where the communications by and between the Police Chief and City Attorney are privileged as either, or both, attorney-client communications and/or work product, the privilege is held by the City and as such may only be waived by the City.

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

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

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

**2.3 ASSIGNED DEPUTY SHERIFF PERSONNEL.** The **COUNTY** will assign fully commissioned deputy sheriffs to the **CITY**, as shown in Addendum 2 or as amended per section 6.3 of this Agreement. These deputies will be dedicated full-time to providing for the law enforcement needs of the **CITY** by performing Patrol, Investigative or other Special Services under supervision of the Police Chief and the sergeant(s).

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

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

**2.6 MARKING OF VEHICLES AND UNIFORMS.** The vehicles and uniforms of the personnel assigned full-time to the **CITY** under this Agreement will display identification of the **CITY**. The **CITY** will determine the form of identification; provided, the **SHERIFF'S** badge will be retained on the uniform and any marked vehicles display a small graphic stating "Law enforcement services provided by the Snohomish County Sheriff's Office" or something similar and mutually acceptable.

### **3.0 REPORTING.**

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

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

**3.3 ACTIVITY REPORTS.** Quarterly, the **COUNTY** will provide reports to the **CITY**, through the Police Chief, on criminal and traffic activity within the city limits.

**3.4 MEDIA RELEASES.** The Sheriff's Director of Communications will prepare news releases concerning major crime investigations conducted by Sheriff investigators and will send a copy to the City Manager or the City Manager's designee and to the Police Chief. The Police Chief, or the Police Chief and the Sheriff's Director of Communications, will prepare media releases concerning law enforcement activities conducted by deputies assigned to the **CITY** under this Agreement. Information concerning performance under this Agreement shall not be

released to the media by either party without first discussing the issues involved with the other party, including the City Manager and the City Attorney, as appropriate.

#### **4.0 PERSONNEL AND EQUIPMENT.**

**4.1 INDEPENDENT CONTRACTOR.** The COUNTY is acting hereunder as an independent contractor so that:

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

**4.1.2 CONTROL OF PERSONNEL.** With the exception of CITY guided priorities, the COUNTY shall control the conduct of personnel, including standards of performance, discipline and all other aspects of performance.

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

**4.1.4 OPERATIONAL CONTROL BY POLICE CHIEF.** Operational control of personnel, including but not limited to establishing work shifts and schedules, assignments, training requirements, overtime, etc. shall be the responsibility of the Police Chief. Notwithstanding terms and conditions contained in this Agreement, such operational control shall be consistent with provisions contained in the Sheriff's Office Manual of Policy and Procedures and any applicable labor agreements.

**4.1.5 CITY RIGHT TO REQUIRE REPLACEMENT OF PERSONNEL.** The CITY shall have the right to require the COUNTY to replace COUNTY personnel assigned to provide services under this Agreement, except as provided in paragraph 4.1.6 provided such requirement is made for reasonable cause. "Reasonable cause" shall include, but not be limited to, the following: Documented inability to correct performance deficiencies without resorting to formal discipline; an abrasive style that generates repeated citizen complaints; an inability or unwillingness to perform law enforcement duties required by the CITY that are not normally performed by Sheriff's deputies in unincorporated Snohomish County.

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

**4.1.6.1 CITY REQUEST.** The COUNTY will replace the Police Chief designated under paragraph 2.1 within fifteen (15) days of receipt of a written request from the City Manager. Any written request for replacement of the Police Chief shall be delivered to the Sheriff personally or by certified or registered mail.

#### 4.1.6.2 COUNTY REQUEST

A. The **COUNTY** may replace the Police Chief designated under paragraph 2.1; provided,

1. The lieutenant serving as Police Chief has been assigned to the **CITY** in that capacity for three (3) consecutive years; or
2. The lieutenant assigned to the **CITY** as Police Chief has been promoted to a higher rank within the Sheriff's Office; or
3. The **CITY** agrees to the **COUNTY**'s request to replace the lieutenant.

B. The **COUNTY** will provide the **CITY** with a minimum of sixty (60) days' notice of its intent to replace the lieutenant assigned to the **CITY** as the Police Chief. If replacement is a result of the lieutenant being promoted to a higher rank within the **SHERIFF'S** Office, the **CITY** may retain the person assigned beyond sixty (60) days by paying the **COUNTY** the difference in salary and benefits between lieutenant and the higher ranking position.

C. When the Police Chief is replaced pursuant to this section, the **COUNTY** will attempt to provide the replacement lieutenant to the **CITY** a minimum of two (2) weeks prior to the actual transfer in order to ensure an effective transition.

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

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

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

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

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

**4.8 EQUIPMENT REPLACEMENT.** Equipment purchased by the COUNTY with funds provided by the CITY for the purpose of providing services under this Agreement shall be maintained in a manner, and replaced at a point in time, no later than is consistent with the customary maintenance and replacement schedule for like equipment provided by the COUNTY in policing unincorporated Snohomish County. All attempts will be made to determine the extent of infrastructure, hardware and software upgrades that will be necessary for implementation and such costs are to be reflected separately in Addendum 2.

**4.10 CITY POLICE SERVICE DOG.** All maintenance, health care, training, equipment and replacement costs related to the police service dog shall not be borne by the COUNTY, and will remain the responsibility of the CITY. Costs related to the handler's assignment will be billed to the CITY in accordance with the rates set forth in Addendum 2.

**5.0 PERFORMANCE REVIEW SCHEDULE.** The Sheriff or the Sheriff's designee shall meet with the City Manager as needed and at least annually to discuss performance under this Agreement. The City Manager shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications.

## **6.0 COMPENSATION.**

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

**6.2 BILLING.** The CITY will be billed in equal monthly amounts for services rendered. Payments are due within thirty (30) days after invoicing by the COUNTY. Payment shall be made to:

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

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

## **7.0 CITY RESPONSIBILITIES.**

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

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

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

**7.3 CITY PROVIDES SPECIAL SUPPLIES.** To supply at its own cost and expense any special supplies, stationery, notices, forms, equipment, uniforms and the like where such is required by the **CITY** or must be issued in the name of the **CITY**;

**7.4 SNOPAC CONTRACT.** To maintain its contract with SNOPAC for radio communication, dispatch services and CAD/RMS terminal assessments;

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

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

**7.7 CITY PROVIDES CIVILIAN SUPPORT STAFF.** To provide a minimum of 2.0 full time equivalent civilian support staff at **CITY** expense dedicated exclusively to the needs of the police department, as determined by the City Manager and the Police Chief, during the term of this Agreement; and

**7.8 CITY MAINTAINS BUILDING.** The **CITY** agrees to maintain, at the **CITY**'s sole expense, the police department building and its related utilities (except telephone), janitorial services, furnishings, fixtures, and **CITY** owned equipment at the same level of maintenance as other **CITY** owned and operated buildings. Any repairs to rectify

damage caused by COUNTY employees who are not assigned to the CITY shall be paid by the COUNTY. To the best of the City's knowledge, the City is not aware of any material defect in the building and represents that it is safe for occupancy for the intended purpose.

## **8.0 DURATION.**

8.1 TERM. This Agreement will provide for services hereunder commencing January 1, 2017, and will become effective when it has been duly authorized, executed by both parties, and filed with the Snohomish County Auditor as required by RCW 39.34.040. This Agreement shall remain in effect through December 31, 2021, unless either party initiates termination procedures as outlined in Section 9.0 or termination is necessary due to a lack of sufficient legislative appropriation by either party.

8.2 CONTRACT RENEWAL. If the CITY desires to renew this Agreement, written notice of intent shall be provided to the COUNTY no less than one hundred and twenty (120) days prior to the end date of this Agreement. Upon receipt of the CITY'S written notice the parties shall commence negotiations. If a renewal agreement is not fully executed by December 31, 2021, the COUNTY and CITY agree to continue operating under the terms of this Agreement until the renewal agreement is in place, or until the termination process is complete, in accordance with Section 9.0, in order to provide for continuity of law enforcement services.

## **9.0 TERMINATION PROCESS.**

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

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

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

9.3 FINAL NOTICE OF INTENT TO TERMINATE. Upon completion of a mutually agreed upon transition plan, or as necessary if this Agreement is terminated due to lack of legislative appropriation, either party may provide official final written notice of its intent to terminate this Agreement consistent with the contents of the plan, or as necessary due to lack of legislative appropriation.

9.4 RETURN OF EQUIPMENT AND FUNDS. Upon termination of this Agreement, the COUNTY shall deliver and transfer title to the CITY all equipment used to provide service to the CITY under this Agreement that was purchased (either directly or through reimbursement) with CITY funds. The COUNTY shall also deliver to the CITY any funds in Equipment Rental and Revolving (ER&R) or other reserve accounts accumulated for future vehicle or equipment purchases on behalf of the CITY.

**10.0 NOTICES.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified or registered mail to the following:

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

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

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

City of Snohomish City Manager Larry Bauman  
116 Union Avenue  
Snohomish, WA 98290

## **11.0 INDEMNIFICATION.**

11.1 COUNTY RESPONSIBILITY. The COUNTY shall protect, save, and hold harmless, indemnify and defend the CITY, its elected and appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or COUNTY employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the COUNTY in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the CITY, its elected or appointed officials, officers, employees or agents.

11.2 CITY RESPONSIBILITY. The CITY shall protect, save, and hold harmless, indemnify and defend the COUNTY, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including all claims arising from or related to maintenance or condition of the CITY police department building, and all claims by third parties or CITY employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the CITY in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the COUNTY, its elected or appointed officials, officers, employees or agents.

11.3 CITY ORDINANCES. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility that arises in whole or in part from the existence or effect of CITY ordinances, rules or regulations. In any cause, claim, suit, action or administrative proceeding in which the enforceability and/or validity of any such CITY ordinance, rule or regulation is at issue, the CITY shall defend on that issue at its sole expense, and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, on that issue, the CITY shall satisfy the same, including all chargeable costs and attorney's fees, attributable to the existence or effect of a CITY ordinance, rule, or regulation. In any such cause, claim, suit, or action, each party shall otherwise remain responsible for its own acts or omissions, as well as those of its elected and appointed officials, officers, employees and agents, as provided in paragraphs 11.1 and 11.2 to this Agreement.

11.4 The provisions of Paragraph 11 shall survive the expiration or termination of this agreement.

## **12.0 INSURANCE.**

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

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

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

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

**13.0 AUDITS AND INSPECTIONS.** The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or the CITY during the term of this Agreement and for a period of six (6) years after termination.

All records shall be retained in accordance with the Local Government Common Records Retention Schedule prescribed by the Washington State Archivist.

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

**15.0 NO THIRD PARTY BENEFICIARY.** The COUNTY and the CITY agree that this Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either the COUNTY or the CITY.

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

**17.0 VENUE.** The laws of the State of Washington shall apply to the construction and enforcement of this agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereof shall be in a court of competent jurisdiction.

**18.0 WAIVER OF DEFAULT.** Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the COUNTY and the CITY, which shall be attached to the original Agreement and filed with the COUNTY Auditor.

### **19.0 DISPUTE RESOLUTION**

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

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


19.3 If mediation is not successful, either party may institute legal action to enforce the terms and conditions of this Agreement. The prevailing party in any legal action shall be entitled to reasonable attorney's fees and court costs.

**20.0 ENTIRE AGREEMENT.** The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

**21.0 SEVERABILITY CLAUSE.** Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.



APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney  
DATE: 11/9/16

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
DATE: \_\_\_\_\_

APPROVAL RECOMMENDED:

\_\_\_\_\_  
Ty Trenary, Sheriff  
DATE: \_\_\_\_\_

REVIEWED BY RISK MANAGEMENT:

APPROVED ( ) OTHER ( )

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

Addendum 2

City Of Snohomish  
Police Services Contract  
January 1, 2017 - December 31, 2021

		FTE		2017	2018	2019	2020	2021
Personnel	Count	Current	Per FTE Cost					
Lieutenant Salary	1.0	\$ 118,205	\$	\$ 121,751	\$ 125,404	\$ 129,166	\$ 133,041	\$ 137,032
Lieutenant Benefits		\$ 32,536	\$	\$ 33,512	\$ 34,517	\$ 35,553	\$ 36,619	\$ 37,718
Lieutenant Overtime		\$ 2,001	\$	\$ 2,061	\$ 2,123	\$ 2,187	\$ 2,252	\$ 2,320
Sergeant Salary	5.0	\$ 98,201	\$	\$ 505,737	\$ 520,909	\$ 536,536	\$ 552,632	\$ 569,211
Sergeant Benefits		\$ 29,957	\$	\$ 154,279	\$ 158,907	\$ 163,674	\$ 168,584	\$ 173,642
Sergeant Overtime		\$ 7,756	\$	\$ 39,942	\$ 41,140	\$ 42,374	\$ 43,646	\$ 44,955
Deputy Sheriff Salary	9.0	\$ 81,434	\$	\$ 754,892	\$ 777,539	\$ 800,865	\$ 824,891	\$ 849,638
Deputy Sheriff Benefits		\$ 27,796	\$	\$ 257,670	\$ 265,400	\$ 273,362	\$ 281,563	\$ 290,010
Deputy Sheriff Overtime		\$ 8,295	\$	\$ 76,897	\$ 79,204	\$ 81,580	\$ 84,028	\$ 86,549
Detective Salary	2.0	\$ 82,322	\$	\$ 169,584	\$ 174,671	\$ 179,912	\$ 185,309	\$ 190,868
Detective Benefits		\$ 24,623	\$	\$ 50,723	\$ 52,245	\$ 53,812	\$ 55,426	\$ 57,089
Detective Overtime		\$ 8,100	\$	\$ 16,685	\$ 17,186	\$ 17,702	\$ 18,233	\$ 18,780
School Resource Officer Salary	1.0	\$ 79,213	\$	\$ 81,589	\$ 84,037	\$ 86,558	\$ 89,155	\$ 91,830
School Resource Officer Benefits		\$ 27,510	\$	\$ 28,335	\$ 29,185	\$ 30,061	\$ 30,963	\$ 31,891
School Resource Officer Overtime		\$ 2,963	\$	\$ 3,052	\$ 3,143	\$ 3,238	\$ 3,335	\$ 3,435
<b>Total FTEs</b>	<b>18.0</b>							
<b>Personnel Subtotal</b>				\$ 2,296,710	\$ 2,365,612	\$ 2,436,580	\$ 2,509,677	\$ 2,584,968
<b>One-Time Start-up Costs and Credits*</b>	<b>Count</b>	<b>Unit Cost</b>						
Start-up costs for Deputy/Sgt/MPD	0.0		\$	\$ -	\$ -	\$ -	\$ -	\$ -
Start-up costs for vehicle & equipment	0.0		\$	\$ -	\$ -	\$ -	\$ -	\$ -
Credit for Retained Vehicles	0.0		\$	\$ -	\$ -	\$ -	\$ -	\$ -
Start-up cost for retained vehicle replacement fund	0.0		\$	\$ -	\$ -	\$ -	\$ -	\$ -
Credit for retained equipment, gear	0.0		\$	\$ -	\$ -	\$ -	\$ -	\$ -
Start-up cost for DIS/Phone	0.0		\$	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Start-up Costs and Credits Subtotal</b>			\$	\$ -	\$ -	\$ -	\$ -	\$ -

Addendum 2

City Of Snohomish  
Police Services Contract

January 1, 2017 - December 31, 2021

		FTE		2017	2018	2019	2020	2021
		Count	Current Unit Cost					
<b>Years 2017-2021</b>								
<b>Annual Operating Costs</b>								
Vehicle Operating Cost (Lt. & Det)	3	\$ 9,886	\$ 30,548	\$ 31,464	\$ 32,408	\$ 33,380	\$ 34,382	\$ 34,382
Vehicle Operating Cost (Sgt., Deputy, SRO)	15	\$ 14,138	\$ 218,432	\$ 224,985	\$ 231,735	\$ 238,687	\$ 245,847	\$ 245,847
Cellular Phone Service	18	\$ 700	\$ 12,978	\$ 13,367	\$ 13,768	\$ 14,181	\$ 14,607	\$ 14,607
Contract Administration Services	18	\$ 538	\$ 9,966	\$ 10,265	\$ 10,573	\$ 10,890	\$ 11,217	\$ 11,217
Phones/PCs/Information Services	18	\$ 6,531	\$ 121,087	\$ 124,719	\$ 128,461	\$ 132,315	\$ 136,284	\$ 136,284
Evidence Facility Services**	18	\$ 1,104	\$ 20,461	\$ 21,075	\$ 21,707	\$ 22,359	\$ 23,029	\$ 23,029
Records Management Services**	18	\$ 84	\$ 1,565	\$ 1,612	\$ 1,660	\$ 1,710	\$ 1,761	\$ 1,761
Misdemeanor Warrant Entry	383	\$ 5.23	\$ 2,063	\$ 2,125	\$ 2,189	\$ 2,254	\$ 2,322	\$ 2,322
Court Ordered/Protection Entry	51	\$ 16.58	\$ 871	\$ 897	\$ 924	\$ 952	\$ 980	\$ 980
Training Unit / Range	18	\$ 1,380	\$ 25,585	\$ 26,353	\$ 27,143	\$ 27,958	\$ 28,796	\$ 28,796
Outside training	18	\$ 425	\$ 7,650	\$ 7,880	\$ 8,116	\$ 8,359	\$ 8,610	\$ 8,610
Operational Supplies/Uniforms	18	\$ 1,750	\$ 32,445	\$ 33,418	\$ 34,421	\$ 35,454	\$ 36,517	\$ 36,517
<b>Annual Operating Cost Subtotal</b>			<b>\$ 483,651</b>	<b>\$ 498,161</b>	<b>\$ 513,105</b>	<b>\$ 528,499</b>	<b>\$ 544,353</b>	<b>\$ 544,353</b>
<b>Annual Operating Credits</b>								
Credit for Police Facility			\$ (9,500)	\$ (9,500)	\$ (9,500)	\$ (9,500)	\$ (9,500)	\$ (9,500)
<b>Annual Operating Credits Subtotal</b>			<b>\$ (9,500)</b>	<b>\$ (9,500)</b>	<b>\$ (9,500)</b>	<b>\$ (9,500)</b>	<b>\$ (9,500)</b>	<b>\$ (9,500)</b>
<b>Grand Total by Year</b>			<b>\$ 2,770,861</b>	<b>\$ 2,854,272</b>	<b>\$ 2,940,185</b>	<b>\$ 3,028,676</b>	<b>\$ 3,119,821</b>	<b>\$ 3,119,821</b>

Notes:

All personnel and operating costs reflect a 3% annual increase for CPI/COLA

\*\*Evidence and Records Service costs are assessed only for commissioned personnel

Non-Commissioned staff employed by the City are not included in this cost proposal

SNOPAC, SERS and other County service contracts (PA, Jail, SRDTF, Auditor) are not included in this proposal

Canine supplies will be provided by the CITY or reimbursed to the COUNTY in addition to the costs detailed above

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

MOTION NO. 17-007

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

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 the Snohomish County Sheriff's Office ("SCSO") 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, the City desires assistance of the County in policing the City; and

WHEREAS, Chapter 39.34 RCW authorizes two (2) or more public entities to contract with each other to perform functions which each may individually perform; and,

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through the SCSO, will provide law enforcement services to the City and its inhabitants; and

WHEREAS, the County agrees to render such law enforcement services through the SCSO;

NOW, THEREFORE, ON MOTION, the County Council hereby approves the Interlocal Agreement between Snohomish County and the City of Snohomish relating to Law Enforcement Services and authorizes the County Executive to sign the necessary contracts.

PASSED this 9<sup>th</sup> day of January, 2017.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington



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Council Chair

ATTEST:



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Asst. Clerk of the Council