



City Council Public Safety Committee Meeting Agenda

Public Safety Committee

This meeting will be conducted in-person at the Stanwood School
Administration Building

Thursday, April 23rd, 2022 5:00 PM

Police:

1. General Police update
2. Renewal of Interlocal Agreement for Police services

Fire:

1. No agenda



**CITY OF STANWOOD
PUBLIC SAFETY COUNCIL COMMITTEE**

DATE: June 23, 2022 Meeting

SUBJECT: Public Safety Committee Agenda Discussion Items Overview

FROM: Jason Toner, Chief of Police
John Cermak, Fire Chief

General Police Update

Chief Toner will explain the changes for the contracted Police services, including Snohomish County Ordinance 20.86: Risk Management Fees, Deputy Sheriff's Association contract negotiations and body worn cameras.

Renewal of Interlocal Agreement for Police services

Copy of contract showing the rate changes for the contracted Police services current-2023 and 2024-2027.

Chapter 10.60 CONTRACTS FOR LAW ENFORCEMENT SERVICES



Sections:

- **10.60.010 Purpose of chapter.**
- **10.60.020 Policy.**
- **10.60.030 Authority.**
- **10.60.040 Procedure.**
- **10.60.050 Severability.**

10.60.010 Purpose of chapter.



The purpose of this chapter is to establish a means to maximize local resources including personnel and facilities, reduce duplication of services, enhance local efficiencies without diminishing effectiveness, and share resources between local governments through the regionalization of services. It is to establish policies and procedures by which local governmental units may make the most efficient use of their powers by enabling them to cooperate with the county on a basis of mutual advantage and thereby to provide law enforcement services and facilities in a manner that will accord best with local governmental units' geographic, economic, population and other factors influencing the needs of their citizens. (Added by Amended Ord. 90-164, Nov. 28, 1990; Amended by Ord. 94-016 § 1, Mar. 9, 1994).

10.60.020 Policy.



It is the policy of Snohomish county that the county shall realize neither a profit nor a loss in providing contracted law enforcement services. (Added by Ord. 94-016 § 2, Mar. 9, 1994).

10.60.030 Authority.



The Snohomish county sheriff's office shall have the authority to meet with authorized representatives of cities, towns, or incorporation committees of an unincorporated area of the county preparing for incorporation into a city or town to assist in evaluating their law enforcement needs. All actions taken by the sheriff's office to facilitate the contracting for law enforcement services between the county and another governmental entity shall be in accordance with the policies and procedures set forth herein and with applicable state laws. (Added by Ord. 94-016 § 2, Mar. 9, 1994).

10.60.040 Procedure.



A city, town, or the incorporation committee of an unincorporated area of the county preparing for incorporation into a city or town (any of which may hereinafter be referred to as "applicant") may use the following procedures to request a law enforcement services contract with Snohomish County:

- (1) The sheriff or a designated representative shall meet with the authorized representatives of the applicant to assist in evaluating the applicant's law enforcement needs and to facilitate the applicant's writing a proposed "scope of services" which the applicant seeks to receive as the result of a law enforcement contract with the county.
- (2) After the proposed "scope of services" has been approved by the applicant's authorized representatives, the applicant may request that the sheriff provide such services on a contracted basis.
- (3) Upon receipt of the request for contracted law enforcement services, the sheriff shall coordinate with the county's office of budget and finance to identify all anticipated costs, both direct and indirect, and the number of FTE's required to fulfill the "scope of services" requested by the applicant. The sheriff shall use this information to develop a law enforcement contract between the contracting entity and the county.
- (4) The sheriff's office shall coordinate with the applicant and the civil division of the Snohomish County prosecutor's office to facilitate the drafting of a proposed law enforcement contract.
- (5) If the applicant agrees to the costs and terms offered by Snohomish County, the applicant shall submit a signed law enforcement contract to the sheriff.
- (6) Three originals of the law enforcement contract, signed by an authorized representative of the applicant, shall be delivered to the county executive who will submit them to the county council for review and approval by council.

(7) Each new contract for law enforcement services, each renewal of a contract for law enforcement services upon renewal, and each amendment to an existing law enforcement services contract upon amendment shall compensate the county for the direct and indirect costs (including risk management costs) of providing the law enforcement services. (Added by Ord. 94-016 § 2, Mar. 9, 1994; Amended by Ord. 20-086 § 2, Jan. 20, 2021).

10.60.050 Severability.



If any provision or section of this chapter shall be held by a competent court to be void or unconstitutional, all other parts, provisions, and sections of this chapter not expressly so held to be void or unconstitutional shall continue in full force and effect. (Added by Ord. 94-016 § 2, Mar. 9, 1994).

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

This Interlocal Agreement between Snohomish County and the City of Stanwood For Law Enforcement Services (the "Agreement"), entered into by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as the COUNTY), and the City of Stanwood, 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 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 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.

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 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 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 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 CHIEF OF POLICE. 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 act as the Chief of Police. The Chief of Police will coordinate service delivery, attend City Council and other public meetings as required by the CITY, set minimum service levels with input from the Mayor, prepare budget requests, schedule employees, maintain integrity of records and evidence, 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 Chief of Police are lawful. The Mayor shall maintain the authority to define law enforcement issues and priorities, and set expectations for communication of law enforcement issues, for the Chief of Police or his designee. The

Chief of Police and all other personnel assigned to the CITY under this Agreement will respond to the general law enforcement issues and priorities identified by the Mayor.

2.2 ASSIGNED SUPERVISORY PERSONNEL. In addition to the Chief of Police, the COUNTY will assign one or more SHERIFF'S sergeants to work within the CITY to assist the Chief of Police. The assigned sergeant(s) will assist the Chief of Police with supervision of other assigned personnel, and may also provide patrol, investigative, or special services. The number of sergeants assigned to the CITY are listed in Addendum 2, attached hereto and incorporated herein by reference. The COUNTY may 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 to providing the law enforcement needs of the CITY by performing patrol, investigative or special services under supervision of the Chief of Police and the sergeant(s).

2.4 JOINT USE OF POLICE DEPARTMENT FACILITY. Since both the COUNTY and the CITY will benefit from the use of existing CITY space by Sheriff's deputies assigned to patrol the CITY and the surrounding unincorporated COUNTY area, the COUNTY will provide a 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 may be identified as the "Stanwood Police Department" if the CITY so desires, but for purposes of this Agreement the facility will be considered a Sheriff's Office substation. The assessed value of the Stanwood Police Department facility, for tax year 2017, is \$498,000. The credit described in Addendum 1 may be renegotiated in accordance with paragraph 13.0 if (1) the Stanwood Police Department facility's assessed value increases or decreases by more than 30% from the tax year 2017 assessed value, or (2) if the physical location of the police department facility changes.

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.

2.5 MARKING OF VEHICLES AND UNIFORMS. The vehicles and uniforms of the Chief of Police, sergeant(s) and deputies 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 MAYOR. The Mayor will provide the Chief of Police with a list of events that the Mayor considers significant criminal occurrences. The Chief of Police will promptly notify the Mayor in the event of a significant criminal occurrence or other major event within the CITY.

3.3 ACTIVITY REPORTS. Each month, the COUNTY will provide reports to the CITY, through the Chief of Police, 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 Mayor or the Mayor's designee and to the Chief of Police. The Chief of Police, or the Chief of Police 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.

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 defining 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 CHIEF OF POLICE WORK SCHEDULES. The CITY shall establish the work schedule of the Chief of Police 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 Chief of Police appointed pursuant to paragraph 2.1.

4.1.4 OPERATIONAL CONTROL BY CHIEF OF POLICE. 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 Chief of Police. 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 REQUEST REPLACEMENT OF PERSONNEL. The CITY shall have the right to require the COUNTY to replace COUNTY personnel assigned to

provide services under this Agreement 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 multiple citizen complaints over an extended period of time; 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 CHIEF OF POLICE. The Chief of Police designated under paragraph 2.1 may be replaced in the following manner:

4.1.6.1 CITY REQUEST. The COUNTY will replace the Chief of Police designated under paragraph 2.1 within thirty (30) days of receipt of a written request from the CITY outlining the reasons for said request. Any written request for replacement of the Chief of Police 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 Chief of Police designated under paragraph 2.1, provided,

1. The lieutenant currently serving as Chief of Police has been assigned to the CITY in that capacity for three consecutive years; or
2. The lieutenant assigned to the CITY as Chief of Police 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; or
4. The COUNTY determines the move is in the best interests of the COUNTY or the CITY, based upon the outcome of a personnel complaint investigation.

B. The COUNTY will provide the CITY with a minimum of 60 days' notice of its intent to replace the lieutenant assigned to the CITY. 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 60 days by paying the COUNTY the difference in salary and benefits between lieutenant and the higher ranking position.

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

4.2 SICK LEAVE TEMPORARY 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 CHIEF OF POLICE: 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 (11th) 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.

4.4 DEATH OR TOTAL DISABILITY OF CHIEF OF POLICE. In the event of the designated Chief of Police's death or total disability, the COUNTY will provide a replacement Chief of Police as soon as reasonably practicable.

4.5 TRANSFER OF EQUIPMENT REPLACEMENT. Equipment purchased by the COUNTY with funds provided by the CITY for the purpose of providing services under this Agreement or any predecessor 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.

4.6 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. The CITY shall have the option to pay a lesser annual replacement rate in exchange for using its vehicles beyond the replacement time period utilized by the COUNTY; provided, the replacement takes place at the customary mileage limit for all like equipment in use by the SHERIFF.

5.0 PERFORMANCE REVIEW SCHEDULE. The Sheriff or the Sheriff's designee shall meet with the CITY as needed and at least annually to discuss performance under this Agreement. The CITY 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 base level 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 total provided in

Addendum 2. 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 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 60 days prior to any changes regarding the level of staff services, and related capital equipment. The COUNTY shall make its best efforts to accommodate such staffing level changes requested by the CITY.

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 such COUNTY deputies as might be engaged hereunder in enforcing CITY municipal, criminal and traffic codes within city boundaries, 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 provide citizen services, such as: issuing concealed pistol licenses, fingerprinting, responding to citizen inquiries, the CITY'S violations bureau, and all public records disclosure and other needs of the police department, as determined by the Chief of Police, during the term of this Agreement; and

7.8 CITY MAINTAINS BUILDING. To maintain, at CITY 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.

7.9 CONTRACTS WITH OTHER AGENCIES. Recognizing that the CITY retains the authority to provide law enforcement and criminal justice services to its citizen's, this Agreement shall not be constructed as an exclusive Agreement for law enforcement services with the COUNTY. The CITY shall retain the right to contract for additional or different law enforcement services with other agencies.

8.0 DURATION.

This Agreement will govern law enforcement services provided from January 1, 2018, through December 31, 2022, unless either party initiates termination procedures as outlined in Section 9 or termination is necessary due to a lack of sufficient legislative appropriation by either party. 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.

9.0 TERMINATION.

Either party may 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.

9.2 TRANSITION PLAN. Upon receipt of such notice, the parties agree to commence work on, and complete within 120 days, a plan for the orderly transition of responsibilities from the COUNTY to the CITY over a minimum time frame of twelve months. 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. 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.

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 written notice of its intent to terminate this Agreement consistent with the contents of the transition 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 to the CITY all equipment used to provide services 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 STANWOOD shall be sent or delivered to:

City of Stanwood Mayor
10220 270th Street NW
Stanwood, WA 98292

11.0 INDEMNIFICATION.

11.1 COUNTY RESPONSIBILITY. 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.

11.2 CITY RESPONSIBILITY. 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.

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.

12.0 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 years after termination.

13.0 AMENDMENTS. This Agreement may be amended at any time by mutual written agreement of the parties with the same formalities as required for execution of this Agreement..

14.0 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.

15.0 LEGAL REQUIREMENTS. Both parties shall comply with all applicable federal, state and local laws in performing 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 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.

18.0 DISPUTE RESOLUTION

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

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

18.3 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.

19.0 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.

20.0 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.

In witness whereof, the parties have executed this Agreement.

SNOHOMISH COUNTY

SUSAN NEELY
Executive Director

Susan Neely
for
Dave Somers, County Executive
DATE: 1-11-18

CITY OF STANWOOD

Leonard Kelley
Leonard Kelley, Mayor
DATE: 11/2/2017

APPROVED AS TO FORM:

Hyndley M. Dennis
Deputy Prosecuting Attorney
DATE: 11/17/17

APPROVED AS TO FORM:

Shawn K. Weber
City Attorney
DATE: 11-9-17

APPROVAL RECOMMENDED:

Ty Trenary
Ty Trenary, Sheriff
DATE: 11-16-17

REVIEWED BY RISK MANAGEMENT:

APPROVED (☒) OTHER (☐)

Keith Mitchell
Keith Mitchell, Risk Manager
DATE: 11-21-17

COUNCIL USE ONLY	
Approved:	<u>1-10-18</u>
Docfile:	<u>D-5</u>

Addendum 1
Stanwood Interlocal Agreement for Police Service
Building Credit-Stanwood Police Department Facility

Building credit is determined by the following formula:

Approximately 3400 square feet of furnished office space;

\$13.00 value per square foot per year*;

$\$13.00 \times 3400 = \$44,200$ credit for year 2018.

Years 2019-2022 reflect a 2% increase to the credit provided.

* Fair market value for commercial office space as determined by a survey of Stanwood area real estate companies, PROVIDED that this square footage value may be adjusted in accordance with Section 2.4 of the Interlocal Agreement.

Addendum 2
 City Of Stanwood
 Police Services Contract Proposal
 2018-2022

Years 2018 - 2022									
	FTE Count	FTE Cost	2018	2019	2020	2021	2022		
Personnel									
Lieutenant Salary	1	\$ 125,837	\$ 126,837	\$ 130,642	\$ 134,561	\$ 138,598	\$ 142,756		
Lieutenant Benefits		\$ 35,973	\$ 35,973	\$ 37,052	\$ 38,163	\$ 39,308	\$ 40,488		
Lieutenant Overtime		\$ 3,194	\$ 3,194	\$ 3,290	\$ 3,388	\$ 3,490	\$ 3,595		
Sergeant Salary	2	\$ 105,747	\$ 211,494	\$ 217,839	\$ 224,374	\$ 231,106	\$ 238,039		
Sergeant Benefits		\$ 33,578	\$ 67,157	\$ 69,172	\$ 71,247	\$ 73,384	\$ 75,586		
Sergeant Overtime		\$ 8,569	\$ 17,137	\$ 17,651	\$ 18,181	\$ 18,726	\$ 19,288		
Deputy Sheriff Salary	6	\$ 85,300	\$ 511,801	\$ 527,155	\$ 542,970	\$ 559,259	\$ 576,037		
Deputy Sheriff Benefits		\$ 30,945	\$ 185,669	\$ 191,239	\$ 196,976	\$ 202,886	\$ 208,972		
Deputy Sheriff Overtime		\$ 9,230	\$ 55,378	\$ 57,039	\$ 58,750	\$ 60,513	\$ 62,328		
Detective Salary	1	\$ 87,692	\$ 87,692	\$ 90,323	\$ 93,032	\$ 95,823	\$ 98,698		
Detective Benefits		\$ 31,253	\$ 31,253	\$ 32,190	\$ 33,156	\$ 34,151	\$ 35,175		
Detective Overtime		\$ 9,230	\$ 9,230	\$ 9,507	\$ 9,792	\$ 10,085	\$ 10,388		
School Resource Officer Salary	1	\$ 79,720	\$ 79,720	\$ 82,111	\$ 84,575	\$ 87,112	\$ 89,725		
School Resource Officer Benefits		\$ 30,226	\$ 30,226	\$ 31,133	\$ 32,067	\$ 33,029	\$ 34,020		
School Resource Officer Overtime		\$ 3,000	\$ 3,000	\$ 3,090	\$ 3,183	\$ 3,278	\$ 3,377		
Kelly Time		\$ 22,200	\$ 22,200	\$ 22,866	\$ 23,552	\$ 24,259	\$ 24,986		
Total FTEs	11								
Personnel Subtotal			\$ 1,477,960	\$ 1,522,299	\$ 1,567,968	\$ 1,615,007	\$ 1,663,457		

Annual Operating Costs									
	Count	2017 Unit Cost	2018	2019	2020	2021	2022		
Lieutenant Vehicle Operating Cost	1	\$ 9,303	\$ 9,582	\$ 9,870	\$ 10,166	\$ 10,471	\$ 10,785		
Sergeant Vehicle Operating Cost	2	\$ 11,400	\$ 23,484	\$ 24,189	\$ 24,914	\$ 25,662	\$ 26,431		
Deputy Vehicle Operating Cost	6	\$ 11,400	\$ 70,452	\$ 72,566	\$ 74,743	\$ 76,985	\$ 79,294		
Detective Vehicle Operating Cost	1	\$ 9,303	\$ 9,582	\$ 9,870	\$ 10,166	\$ 10,471	\$ 10,785		
School Resource Vehicle Operating Cost	1	\$ 11,400	\$ 11,742	\$ 12,094	\$ 12,457	\$ 12,831	\$ 13,216		
Cellular Phone Service	11	\$ 750	\$ 8,498	\$ 8,752	\$ 9,015	\$ 9,285	\$ 9,564		
Records Management Services	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Outside Training	11	\$ 500	\$ 5,665	\$ 5,835	\$ 6,010	\$ 6,190	\$ 6,376		
Contract Administration Services	11	\$ 555	\$ 6,288	\$ 6,477	\$ 6,671	\$ 6,871	\$ 7,077		
Evidence Facility Services	11	\$ 1,960	\$ 22,207	\$ 22,873	\$ 23,559	\$ 24,266	\$ 24,994		
Training Unit / Range	11	\$ 1,530	\$ 17,335	\$ 17,855	\$ 18,391	\$ 18,942	\$ 19,511		
Phones/PCs/Information Services	11	\$ 6,725	\$ 76,194	\$ 78,480	\$ 80,834	\$ 83,260	\$ 85,757		
Operational Supplies	11	\$ 1,800	\$ 20,994	\$ 21,006	\$ 21,636	\$ 22,285	\$ 22,954		
Copy Lease Maintenance	1	\$ 4,500	\$ 4,635	\$ 4,774	\$ 4,917	\$ 5,065	\$ 5,217		
Annual Operating Cost Subtotal			\$ 286,058	\$ 294,640	\$ 303,479	\$ 312,583	\$ 321,961		

Annual Operating Credits									
		2018	2019	2020	2021	2022			
Credit for Police Facility*		\$ (44,200)	\$ (45,084)	\$ (45,986)	\$ (46,905)	\$ (47,844)			
Annual Operating Credits Subtotal		\$ (44,200)	\$ (45,084)	\$ (45,986)	\$ (46,905)	\$ (47,844)			
Grand Total by Year		\$ 1,719,818	\$ 1,771,855	\$ 1,825,461	\$ 1,880,685	\$ 1,937,574			
Grand Total for 5 years						\$ 9,135,393			

Notes:
 *PERSONNEL COSTS: Jan 1 - Mar, 31, 2018 are actual personnel costs. Apr 1, 2018 through Dec 31, 2022 reflect a 3% overall cost increase for personnel.
 *OPERATION COSTS: Years 2018 through 2022 reflect a 3% overall cost increase for operating costs.
 *Records Management Services declined by the City in past negotiations
 *Credit for Police facility is based on \$13.00 per square foot @ 3400 square feet for 2018. 2019-2022 reflect a 2% increase to the credit provided.