

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

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03/01/2011 1:48pm \$0.00  
SNOHOMISH COUNTY, WASHINGTON

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

**THIS INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF STANWOOD RELATING TO 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 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 to the citizens 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 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. 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 only.

**1.2 INVESTIGATIVE SERVICES.** The **COUNTY** will provide Investigative Services consisting of follow-up investigations by detectives assigned to patrol precincts investigating crimes such as burglary or auto theft, and by detectives assigned to the Investigations Division investigating crimes such as homicide, drug offenses, special assaults, fraud, missing persons, vice, child abuse, and major collisions. 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, 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, records, internal investigations, contract administration and precinct support.

**1.5 RECORDS.** The **CITY** will perform required data entry into the RMS 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** will designate a **SHERIFF'S** captain or lieutenant to act as the Chief of Police. The Chief of Police will coordinate service delivery, attend Council and other public meetings as required by the **CITY**, 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 to 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** shall be that 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.

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 only.

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** Public Information Officer 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** Public Information Officer, will prepare media releases concerning law enforcement activities conducted by deputies assigned to the **CITY** under this Agreement. Any such release of information to the media that is deemed to be sensitive or likely to cause concern or alarm shall be provided to the Mayor or the Mayor's designee before its release. All other routine media releases concerning law enforcement activities in Stanwood will be forwarded to the Mayor or the Mayor's designee for review, concurrent with, or before release to, the media. 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 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 and enforcement issues and priorities of the Chief of Police 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.

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, 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 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 POLICE CHIEF. The Chief of Police designated under paragraph 2.1 may be replaced in the manner described in the paragraphs which follow.

4.1.6.1 CITY REQUEST. The **COUNTY** will replace the Chief of Police designated under paragraph 2.1 within fifteen (15) 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 captain or lieutenant currently serving as Police Chief has been assigned to the **CITY** in that capacity for three consecutive years; or
2. The captain or 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 captain or lieutenant.

B. The **COUNTY** will provide the **CITY** with a minimum of 60 days notice of its intent to replace the captain or lieutenant assigned to the **CITY**. If replacement is a result of the captain or 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 captain or lieutenant and the higher ranking position.

C. When the Chief of Police is replaced pursuant to this section, the **COUNTY** will provide the replacement captain or 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 leave usage for the LEOFF II patrol deputy work force, the **COUNTY** will provide a replacement on the first working day after the average annual sick leave period has been exceeded. The average annual usage of sick leave for the LEOFF II patrol deputy work force will be calculated in January of each year from the previous calendar year. This figure will be provided to the **CITY** with the invoice for January of each year that this Agreement is in effect.

4.3 DISCIPLINARY TEMPORARY REPLACEMENT. If a deputy or sergeant assigned to the **CITY** is absent from duty due to disciplinary action for a period in excess of one work day, the **COUNTY** will provide a replacement during the remaining term of the discipline.

**4.4 POLICE CHIEF: TEMPORARY REPLACEMENT, UNPLANNED OR ANNUAL LEAVE.** If the Chief of Police assigned to the **CITY** is absent from duty for annual leave or any unplanned reason for a period of ten (10) consecutive work days, the **COUNTY** will provide a replacement Chief of Police beginning on the 11th work day until such time as the Chief of Police assigned to the **CITY** is able to return to his duties as Police Chief. Furthermore, the **COUNTY** will provide a replacement Chief of Police beginning on the twenty-first work day in any calendar year in which the Chief of Police assigned to the **CITY** takes annual leave in excess of twenty work days cumulatively during the year.

**4.5 POLICE CHIEF: TEMPORARY REPLACEMENT, PLANNED ABSENCE.** If the Chief of Police assigned to the **CITY** is absent for any pre-planned reason other than annual leave (example: attendance at FBI Academy or some other long term work-related training), for a period in excess of ten (10) consecutive work days, the **COUNTY** will provide a replacement Chief of Police beginning on the first day of the planned absence.

**4.6 DEATH OR TOTAL DISABILITY OF POLICE CHIEF.** 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.

**4.7 TRANSFER OF EQUIPMENT REPLACEMENT.** Equipment purchased by the **COUNTY** with funds provided by the **CITY** for the purpose of providing services under this Agreement 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.

**4.8 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. 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, quarterly, equal to one-fourth of the amount determined to be the annual grand total according to Addendum 2, attached hereto and herein incorporated by reference; provided, the costs may be adjusted in accordance with paragraph 13.0, and with the outcome of the pending approval of the Snohomish County Deputy Sheriff's Association labor agreement should that approval not be concluded prior to the execution of this Agreement; and provided further, that salary and benefit costs increase or decrease more than one (1%) percent.

6.2 BILLING. The CITY will be billed in equal quarterly 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  
Fiscal Division  
M/S 606 3000 Rockefeller Avenue  
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 and if the COUNTY is able to do so, the parties agree to amend this Agreement per section 13.0.

6.4 SHARED COST OF POLICE CHIEF. If the CITY and COUNTY agree that it is in the best interest of both parties that the Police Chief position be filled by a Sheriff's captain the CITY may elect to pay less than the full costs of the captain, but no less than 85%, provided that no more than 15% of his/her time be spent (6 hours per week) on county business.

## **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 ordinances 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;

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 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 and CITY owned equipment at the same level of maintenance as other CITY owned and operated buildings.

## **8.0 DURATION.**

This Agreement will provide for services hereunder commencing January 1, 2011, 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, 2013, 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.

In the event of lack of legislative appropriation by the **COUNTY** Council to the **SHERIFF**, the **CITY** shall have the option of paying for services set forth in this contract in advance.

#### **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 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 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 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  
M/S 606 3000 Rockefeller Ave.  
Everett, WA 98201

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

City of Stanwood Mayor  
10220 270<sup>th</sup> Street NW  
Stanwood, WA 98251

## **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 that is executed and filed with the **COUNTY** Auditor as required by RCW 39.34.040.

**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**  
PETER B. CAMP  
Executive Director

*[Signature]*  
Aaron Reardon, County Executive  
DATE: 2/25/11

APPROVED AS TO FORM:

*[Signature]*  
Deputy Prosecuting Attorney  
DATE: 12/14/10

APPROVAL RECOMMENDED:

*[Signature]*  
John R. Lovick, Sheriff  
DATE: 1-31-11

REVIEWED BY RISK MANAGEMENT:

APPROVED  OTHER

*[Signature]*  
Diane Weber, Risk Manager  
DATE: 2/3/11

**CITY of STANWOOD**

*[Signature]*  
Diane White, Mayor  
DATE: 1/13/11

APPROVED AS TO FORM:

*[Signature]*  
City Attorney  
DATE: 1-13-11

COUNCIL USE ONLY  
Approved: 2/23/11  
Docfile: D-11

**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;

\$12.00 value per square foot per year\*;

$\$12.00 \times 3400 = \$40,800$  per year credit for years 2011-2013.

\* Fair market value for commercial office space as determined by a survey of Stanwood area real-estate companies, PROVIDED that if the City builds and occupies a replacement police facility during the term of this Agreement, this square footage value may be adjusted in accordance with Section 13.0 of the Interlocal Agreement.

**Addendum 2  
Stanwood Contract Costs  
2011-2013**

<b>Years 2011-2013 Personnel</b>	<b>FTE Count</b>	<b>Per FTE Cost</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Deputy Sheriff, Patrol	6	\$ 105,904	\$ 635,424	\$ 648,132	\$ 661,095
Deputy Sheriff, School Resource	0.75	\$ 105,530	\$ 79,148	\$ 107,641	\$ 109,793
Deputy Sheriff, Detective	1	\$ 105,240	\$ 105,240	\$ 107,345	\$ 109,492
Sergeant	2	\$ 124,901	\$ 249,802	\$ 254,798	\$ 259,894
Lieutenant	1	\$ 138,264	\$ 138,264	\$ 141,029	\$ 143,850
Overtime Allocation			\$ 61,641	\$ 85,314	\$ 87,020
<b>Personnel Subtotal</b>	<b>11</b>		<b>\$ 1,269,519</b>	<b>\$ 1,344,260</b>	<b>\$ 1,371,144</b>
<b>Annual Operating Costs</b>					
Contract Administration Services	11	\$ 162	\$ 1,779	\$ 1,814	\$ 1,851
Evidence Facility Services	11	\$ 981	\$ 10,786	\$ 11,002	\$ 11,222
Training	11	\$ 470	\$ 5,166	\$ 5,270	\$ 5,375
DIS Phones/PC/Information Services			\$ 45,606	\$ 46,518	\$ 47,448
Operational Supplies			\$ 6,500	\$ 6,630	\$ 6,763
Copy Lease Maintenance			\$ 4,200	\$ 4,284	\$ 4,370
<b>Annual Operating Cost Subtotal</b>			<b>\$ 74,037</b>	<b>\$ 75,518</b>	<b>\$ 77,029</b>
<b>Annual Credits</b>					
Credit for Police Facility (Addendum 1)			\$ (40,800)	\$ (40,800)	\$ (40,800)
<b>Grand Total by Year</b>			<b>\$ 1,302,756</b>	<b>\$ 1,378,978</b>	<b>\$ 1,407,373</b>
<b>Grand Total for 3 years</b>					<b>\$ 4,089,106</b>

**Notes:**

Personnel costs include salary, benefits, cellular service and vehicle operating costs/replacement. Years 2011 and 2012 assume a 2% overall cost increase for personnel and operating costs. Overtime is calculated based upon activity seen during 2010, with the anticipation of no Kelly Time paid, effective January 1, 2011