## INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF GRANITE FALLS FOR LAW ENFORCEMENT SERVICES

This Interlocal Agreement Between Snohomish County And The City Of Granite Falls For Law Enforcement Services (the Agreement), is 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 Granite Falls, 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 provid 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, the CITY desires that the COUNTY extend its law enforcement services into the geographical area of the CITY; and

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

WHEREAS, the COUNTY agrees to extend such law enforcement services into the geographical boundaries 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.

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

- **1.0 BASE LEVEL LAW ENFORCEMENT SERVICES.** The COUNTY will provide base level law enforcement services described in paragraphs 1.1 through 1.7 within the geographical boundaries of the CITY. Unless otherwise stated in this Agreement, the COUNTY will render such services at the same level, degree, and type as is customarily provided by the COUNTY in the unincorporated areas of Snohomish County surrounding the geographical boundaries of the CITY.
  - 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 personnel providing services pursuant to this Agreement will provide patrol services to the CITY during their scheduled work shifts.
  - 1.2 INVESTIGATIVE SERVICES. The COUNTY will provide Investigative Services consisting of: criminal investigations by detectives assigned to patrol precincts to investigate crimes, such as burglary, fraud, and auto theft. Detectives assigned to the Investigations Division and Collision Investigations Unit will investigate crimes such as homicide, felony assaults, special assaults, missing persons, vice, child abuse, and major accidents. These detectives are supported by computer forensics, polygraph and evidence control.
  - 1.3 SPECIAL SERVICES. The COUNTY will provide Special Services that may include, but not limited to, K-9 patrol, hostage negotiations, Special Weapons and Response Team ("SWAT"), bomb disposal, sex offender registration, dive team, volunteer, and community crime prevention.
  - 1.4 SUPPORT SERVICES. The COUNTY will provide Support Services that include, but are not limited to: planning and research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, network administration, internal investigations, and contract administration.
  - 1.5 RECORDS. The COUNTY will 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.
  - 1.7 CIVILIAN SUPPORT STAFF. To provide civilian support staff, the COUNTY and

CITY will share the expense of a Law Enforcement Secretary dedicated exclusively to the needs of the police department and Sheriff's Office sub-station, as determined by the City Manager and the Chief of Police, during the term of this Agreement;

- 1.8 SPECIAL EVENT HOURS. The COUNTY will provide additional staffing for special events within the geographical boundaries of the CITY for a total of 100 hours each calendar year. The allocation of hours by event shall be determined by the Police Chief with input from the City Manager. Given that special events benefit citizens in the city as well as the region, the cost is included in Addendum 1 with the same allocation as all base services.
- **2.0 ORGANIZATION.** The COUNTY will provide the services identified in Section 1.0 and extend its law enforcement services into the geographical boundaries of the CITY through the following organization:
  - 2.1 CHIEF OF POLICE. The COUNTY will designate a SHERIFF Sergeant (the "Sergeant") to act as the Chief of Police and as a liaison between the COUNTY and the CITY. The Sergeant will coordinate service delivery, attend Council and other public meetings as required by the CITY, prepare budget requests, schedule and supervise SHERIFF employees as required by this Agreement and by his/her regular duties, maintain integrity of records and evidence, and generally manage the law enforcement activities within 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 CITY'S City Manager (the "City Manager) shall maintain the authority to define law enforcement issues and priorities of the CITY. The Sergeant and all other personnel providing services under this Agreement will respond to the general law enforcement issues and priorities identified by the City Manager.
  - 2.2 ASSIGNED DEPUTY SHERIFF PERSONNEL. In addition to the Sergeant, the COUNTY will direct full-time dedicated SHERIFF Deputies to patrol both the unincorporated areas of Snohomish County surrounding the geographical boundaries of the CITY and to provide the services identified in Section 1 within the geographical boundaries of the CITY.
  - 2.3 GRANITE FALLS SUBSTATION. The CITY will provide office space to all SHERIFF employees providing services under this Agreement. This location will be referred to as the SHERIFF Granite Falls Substation. Additionally, SHERIFF personnel not providing services under this Agreement may also use said Substation.
  - 2.4 MARKING OF VEHICLES AND UNIFORMS. The vehicles and uniforms of the full-time deputies providing services under this Agreement may display identification of the CITY and/or region. The Snohomish County Sheriff will determine the form of the identification after consulting with the City Manager.

#### 3.0 REPORTING.

- 3.1 REPORTING DISTRICTS. The COUNTY will maintain reporting districts that are coterminous with the CITY'S boundaries to enable accurate data collection on criminal and traffic activity and on dispatched calls for service.
- 3.2 SIGNIFICANT OCCURRENCE. The City Manager will provide the Sergeant with a list of events that are considered significant criminal occurrences. The Sergeant will promptly notify the City Manager in the event of a significant criminal occurrence or other major event within the CITY.
- 3.3 ACTIVITY REPORTS. The COUNTY, through the Sergeant, will provide the CITY with quarterly reports on criminal and traffic activity within the CITY limits.
- 3.4 MEDIA RELEASES. The SHERIFF's Director of Communications (the "DOC") will prepare news releases concerning major crime investigations conducted by the SHERIFF investigators and will send a copy to the Chief of Police and the City Manager or the City Manager's designee. The Chief of Police, or the Chief of Police and the DOC will prepare media releases concerning law enforcement activities performed by the 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 prepared jointly by the Chief of Police and the DOC and provided to the City Manager or the City Manager's designee before its release. All other routine media releases concerning law enforcement activities in Granite Falls will be forwarded to the City Manager or the City Manager'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 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 OPERATIONAL CONTROL BY SERGEANT. Operational control of personnel, including but not limited to assignments, training requirements, overtime, etc., shall be the responsibility of the Snohomish County Sheriff through the Sergeant. Notwithstanding the terms and conditions contained in this agreement, such operational control shall be consistent with provisions contained in the SCSO's Manual of Policy and Procedures and Collective Bargaining Agreements.
- 4.1.4 CHIEF OF POLICE 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 Deputy Sheriff's Association.
- 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 limited to, the following: Documented inability to correct performance deficiencies without resorting to formal discipline; 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 Chief of Police designated under paragraph 2.1 may be replaced in the following manner:
  - 4.1.6.1 <u>CITY REQUEST</u>. The COUNTY will replace the Chief of Police, designated under paragraph 2.1, for reasonable cause within fifteen (15) days of receipt of a written request from the City Manager. 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 <u>COUNTY REQUEST</u>. The COUNTY may replace the Chief of Police designated under paragraph 2.1; provided,
  - 1. The Sergeant serving as Police Chief has been assigned to the CITY in that capacity for three (3) consecutive years; or
  - 2. The Sergeant 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 Sergeant.

The COUNTY will provide the CITY with a minimum of thirty (30) days notice of its intent to replace the Sergeant assigned to the CITY as the Police Chief. If the replacement is a result of the Sergeant being promoted to a higher rank within the Sheriff's Office, the CITY may request to retain the person assigned beyond the thirty (30) day notice period, and with agreement from the COUNTY, may do so by paying the COUNTY the difference in salary and benefits between Sergeant and the higher ranking position.

- 4.1.7 TEMPORARY REPLACEMENT OF CHIEF OF POLICE. If the Sergeant, Chief of Police, is absent from duty due to illness or injury for longer than the average annual sick leave usage for the LEOFFII 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. If the absence is due to a disciplinary action for a period of excess of one (1) work day, the COUNTY will provide a replacement during the remaining term of discipline at no additional expense to the CITY. If the absence is due to annual leave, training or any unplanned reason for a period of twenty (20) consecutive work days, the COUNTY will provide a replacement Chief of Police at the rank of Sergeant or above, beginning on the twenty-first (21) work day until such time as the Chief of Police assigned to the CITY is able to return to his duties.
- 4.2 MINIMUM STAFFING. The minimum staffing under this Agreement shall be one (1) deputy on duty to patrol both the CITY and unincorporated areas of Snohomish County surrounding the geographical boundaries of the CITY, with the exclusion as follows: The COUNTY represents, and the CITY acknowledges, that the potential exists that there may not be a Deputy specifically assigned to the region from 0200 to 0600. That situation will occur no more often than once per week.
- 4.3 TRANSFER OF EQUIPMENT. Equipment purchased by the COUNTY with funds provided by the CITY for the purpose of providing services under this agreement or any predecessor agreement and any money contributed towards reserve accounts for future replacement, purchase, or upgrade of this equipment shall be disposed of pursuant to Section 9.4.
- 4.4 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 1.

**5.0 PERFORMANCE REVIEW SCHEDULE.** The Snohomish County Sheriff or his/her designee shall meet with the CITY as needed 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 law enforcement services provided by the COUNTY, the CITY promises to pay the COUNTY a quarterly sum equal to one-quarter of the yearly cost determined according to Addendum 1, which is attached hereto and incorporated herein by reference. In the event direct costs to the COUNTY to provide such services increase by a rate that is more than one percent (1%) over the amount of anticipated inflation as indicated in Addendum 1, the parties agree that the costs for the remainder of the term of this Agreement shall be renegotiated based on actual direct costs.
- 6.2 BILLING. The COUNTY will bill the CITY in equal quarterly amounts for services rendered. The payments are due within thirty (30) days after invoicing by the COUNTY. Payment shall be made to:

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

- 6.3 REDUCTION TO 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.
- 6.4 OPTION TO INCREASE SERVICES. In the event the CITY wishes to increase staffing levels by 1.0 FTE Deputy Sheriff beginning January 2022, the CITY will notify the COUNTY in writing by May 31, 2021 that they wish to adopt the option to increase staffing levels as indicated in Addendum 1A, which is attached hereto and incorporated herein by reference.

<u>7.0 CITY RESPONSIBILITIES.</u> In support of the COUNTY providing the services described in Section 1.0 and Section 2.0 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 entry of misdemeanor warrant/court order data, and maintaining 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, and the like where such is required by the CITY or must be issued in the name of the CITY;
- 7.4 SERS CONTRACT. To maintain an agreement with Snohomish County and Snohomish County Emergency Radio System (SERS) for use of the Radio System;
- 7.5 SNOHOMISH COUNTY 911 CONTRACT. To maintain its contract with Snohomish County 911 for radio communication, dispatch services and CAD/RMS terminal assessments;
- 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 MAINTAINS BUILDING. The CITY agrees to maintain, at CITY'S sole expense, the police department building and its related utilities, 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. Upon completion of upgrades to the police department building, the parties agree to negotiate a credit for COUNTY use of the space for the remainder of the term of this Agreement.

#### 8.0 DURATION.

8.1 TERM. The term of this Agreement shall begin on January 1, 2019, or as soon thereafter as it is duly authorized, signed by both parties, and shall end at midnight on December 31, 2023, unless terminated earlier as provided in this Agreement. It is understood

and agreed, however, that the obligations in this Agreement are contingent upon sufficient legislative appropriation made by each party in each year beyond 2019.

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 the a new agreement is not fully executed by December 31, 2018, the COUNTY and CITY agree to continue operating under the terms of this Agreement until a new agreement is in place, or until the termination process is complete 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.
- 9.2 TRANSITION PLAN. Upon receipt of written notice, the parties agree to commence work on, and to complete within one hundred twenty (120) days from the date of such notice, an orderly transition of responsibilities from the COUNTY to the CITY over a minimum time frame of twelve (12) months; PROVIDED, that the minimum time frame to complete and implement a transition plan may be shortened as necessary if this Agreement is terminated due to lack of legislative appropriation by either party. The transition plan shall identify and address personnel, capital equipment, workload, and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.
- 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 the Equipment Rental and Revolving (ER&R) or other reserve accounts accumulated for future vehicle or equipment purchases on behalf of the CITY.

#### 10.0 DISPUTE RESOLUTION.

- 10.1 In the event differences between the CITY and the COUNTY should arise over the terms and conditions of this Agreement, the Snohomish County Sheriff and the City Manager, or their representative designees, shall attempt to resolve any problems on an informal basis.
- 10.2 If the problem cannot be resolved informally, the matter shall be referred to the Snohomish County Dispute Resolution Center for mediation.
- 10.3 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.
- <u>11.0</u> NOTICES. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when delivered personally or when sent by certified or registered mail, and if to be given to the County shall be sent or delivered to:

Administrative Services Bureau Chief Snohomish County Sheriff's Office 3000 Rockefeller, M/S 606 Everett, WA 98201

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

City Manager
City of Granite Falls
206 South Granite Avenue
P.O. Box 1440
Granite Falls, WA 98252

#### 12.0 INDEMNIFICATION.

12.1 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.

- 12.2 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 claims by third parties or the 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.
- 12.3 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 12.1 and 12.2 to this Agreement.

#### 13.0 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.

## 14.0 AUDITS AND INSPECTIONS.

The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review, or audit by the COUNTY or the CITY during the term of this agreement and for a period of three (3) years after termination. All records shall be retained in accordance with the Local Government Common Records Retention Schedule prescribed by the Washington State Archivist.

- <u>15.0 AMENDMENTS.</u> This Agreement may be amended at any time by mutual written agreement of the parties.
- 16.0 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.
- <u>17.0 LEGAL REQUIREMENTS.</u> Both parties shall comply with all applicable federal, state, and local laws in performing this agreement.
- 18.0 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.
- 19.0 ENTIRE AGREEMENT, WAIVER OF DEFAULT. The parties agree that this agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement. Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the COUNTY, which shall be attached to the original Agreement.
- **20.0 SEVERABILITY.** Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this agreement shall remain in full force and effect.

In witness whereof, the parties have executed this Agreement.

**CITY OF GRANITE FALLS** 

APPROVED AS TO FORM:

SNOHOMISH COUNTY
Dave Somers, County Executive DATE: 12-20-18 SUSAN NEELY Executive Director
APPROVED AS TO FORM:  Deputy Prosecuting Attorney DATE: 9124 2018
APPROVAL RECOMMENDED:  Ty Trenary, Sheriff DATE: 924 2006
REVIEWED BY RISK MANAGEMENT:
APPROVED (OTHER () Keith Mitchell, Risk Manager DATE: 128-18
COUNCIL USE ONLY Approved: 12.19.18

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Addendum 1

City Of Granite Falls
Police Services - Regional Model
2019 - 2023 Detailed Layout
Option: Additional Overtime Staffing

Personnel	FTE	FTE Alloc.	FTE Cost		2019		2020	WAY.	2021		2022	2	2023
Sergeant Salary - Dedicated Chief	1.0	100%	\$ 108,951	क	108,951	8	112,220	<del>()</del>	115,587	69	119,054	es.	122,626
Sergeant Benefits			\$ 36,120	<del>63</del>	36,120	₩	37,204	ઝ	38,320	€>	39,469	₩	40,653
Sergeant Overtime			\$ 8,400	69	8,400	63	8,652	69	8,912	69.	9,179	69.	9,454
Sergeant Salary - Regional Supervision	4.0	%8	\$ 108,951	₩	33,121	↔	34,115	€9	35,138	↔	36,192	↔	37,278
Sergeant Benefits			\$ 36,120	₩.	10,981	69	11,310	<del>s)</del>	11,649	↔	11,999	s	12,359
Sergeant Overtime			\$ 8,400	69	2,554	63	2,630	69	2,709	69.	2,790	69	2,874
Deputy Sheriff Salary - Regional Service	4.0	20%	\$ 90,349	s	180,698	<del>(</del>	186,118	<del>()</del>	191,702	\$	197,453	\$	203,377
Deputy Sheriff Benefits			\$ 33,687	↔	67,374	↔	69,395	₩	71,477	€9	73,621	↔	75,830
Deputy Sheriff Overtime			\$ 10,300	69	20,600	63	21,218	69	21,855	69.	22,510	63	23,185
Law Enforcement Secretary Salary	1.0	20%	\$ 53,556	₩	26,778	₩	27,581	€	28,409	↔	29,261	ક્ક	30,139
Law Enforcement Secretary Benefits			\$ 29,744	€9	14,872	₩	15,318	₩	15,778	€	16,251	es.	16,738
Law Enforcement Secretary Overtime			\$ 1,000	63	200	69.	515	69.	530	69.	546	<b>6</b> 9	563
	3.8												
*				69	510,948	69	526,276	69	542,065	69.	558,327	8	575,076
Add'I Overtime	HOURS	Alloc.	Hrly Rate \$ 90.25		2019		2020		2021	358	2022	2	2023
Deputy Sheriff Overtime Staffing	937	20%	\$ 84,564	क	42,282	↔	43,551	₩.	44,857	<del>69</del>	46.203	€9	47 589
Training Overtime	80	20%	\$ 7,220	↔	3,610	↔	3,718	₩.	3,830	↔	3,945	₩.	4,063
Special Events Overtime	100	20%	\$ 9,025	€5	4,513	€>	4,648	643	4,787	es l	4,931	ω,	5,079
				4		ŀ		1			010	- 1	i c
Personnel Add'l Overtime				69	50,405	69	51,917	69	53,474	69	25,078	69	56,731
				•	040 704	- 1	007 04	- 1	001 101		207 07	- 1	200 70
Personnel Subtotal				A	561,393	9	5/8,193	9	585,538	4	613,405	A	108,150
TOTAL OVERTIME (NOTE ONLY - not a separate line item	rate line it	em)		S	82,458	69	84,932	69	87,480	65	90,104	S	92,807
		2000						١					

# Addendum 1

Option: Additional Overtime Staffing Police Services - Regional Model 2019 - 2023 Detailed Layout City Of Granite Falls

Annual Operating Cost	FTE	FTE Alloc.	2018 Unit Cost	2019		2020		2021	2022		20	2023
Sergeant Vehicle Operating Cost	-	100%	\$ 15,000	\$ 15,450	\$	15,914	ક્ક	16,391	\$ 16,883	383	\$	17,389
Sergeant Vehicle Operating Cost	4	%8	\$ 15,000	\$ 4,697	2	4,838	↔	4,983	\$ 5,	5,132	€9-	5,286
Deputy Vehicle Operating Cost	4	20%	\$ 15,000	\$ 30,900	<del>\$</del>	31,827	s	32,782	\$ 33,765	29/	3	34,778
Sergeant Cellular Phone Service	-	100%	006 \$	\$ 927	$\vdash$	955	<del>co</del>	983	\$ 1,0	1,013	ક્ક	1,043
Sergeant Cellular Phone Service	4	%8	\$ 900	\$ 282	2	290	<del>(A)</del>	588		308	€>	317
Deputy Cellular Phone Service	4	20%	\$ 900	\$ 1,854	_	1,910	ક્ક	1,967		2,026		2,087
Contract Administration Services	3.8		\$ 585	\$ 2,290	0	2,358	69	2,429	\$ 2,5	2,502	es.	2,577
Phones/PCs/Information Services	3.8		\$ 6,650	\$ 26,028	_	26,809	မှာ	27,613	\$ 28,442	142		29,295
Evidence Facility Services*	3.3		\$ 1,464	\$ 4,976	9	5,125	69	5,279	\$ 5,4	5,438	₩.	5,601
Records Management Services*	3.3		\$ 2,000	862'9 \$	<del>ω</del>	7,002	€9	7,212	\$ 7,4	128	↔	7,651
Investigative Services	3.3		\$ 6,000	\$ 20,394	4 &	21,006	<del>69</del>	21,636	\$ 22,285	285	\$ 2	22,954
Training Unit / Range	3.3		\$ 1,469	\$ 4,993	3	5,143	क	5,297	\$ 5,4	5,456	s	5,620
Outside Training	3.8		\$ 750	\$ 2,936	9	3,024	es.	3,114	\$ 3,2	3,208	es.	3,304
Operational Supplies	3.8		\$ 650	\$ 2,544	4	2,620	↔	2,699	\$ 2,7	2,780	€	2,863
Warrant and Count Entry		Avg.	Unit Cost				î			13 13		39
Misdemeanor Warrant Entry**	0	22	\$ 5.08	\$ 298	8	307	↔	316	\$	326	s	336
Court Ordered/Protection Entry**	0	10	\$ 16.10	\$ 166	9	171	↔	176	· \$	181	\$	187
					- 0	420 200	6	439 477	¢ 457 475	473	3	444 200
Annual Operating Cost Subtotal		1		300'071 ¢	-		ч.	100,111	2	2		1,200
Annual Operating Credits				_								
***Credit for Police Facility				- \$	\$		↔		↔	Ī.	es.	
Annual Operating Credits Subtotal				1 69.	63		69	1	<b>59</b> .	,	69.	
					4	707 604					1	2000
Grand Lotal by Year				\$ 000,000	9	24.0	A.	107,000	4 130,310	-	0	000'01
	2	100				The state of the s	S	Grand Total for 5 years: \$3 646,765	for 5 ve	ars:	\$3.64	6.765
沙 建二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十		1			ı						Property of	

PERSONNEL COSTS: Jan 1 - Mar, 31, 2019 are actual personnel costs. Apr 1, 2019 through Dec 31, 2023 reflect a 3% overall cost increase for personnel. OPERATION COSTS: Years 2019 through 2023 reflect a 3% overall cost increase for operating costs. SNOPAC, SERS and other County service contracts (PA, Jail, SRDTF, Auditor, Warrant entry) are not included in this proposal

Uniforms are included in BENEFITS.

\*\*Misdemeanor Warrant and Court Ordered/Protection Entry are based on 3 year averages (2015-2017) \*\*\*Removed: Annual Police Facility credit calculation is deferred until building upgrades are complete

<sup>\*</sup>Evidence and Records Service costs are assessed only for commissioned personnel

City Of Granite Falls Police Services - Regional Model 2019 - 2023 Detailed Layout Option: Additional Staff

							I					I	١
Personnel	Count	Alloc.	FIE	FTE Cost	2019	2020	00	2021	Count	Alloc.	2022	2023	23
Sergeant Salary - Dedicated Chief	0.	100%	\$	108,951	\$ 108,951	₩.	112,220 \$	115,587	1.0	100%	\$ 119,054	\$ 122	122,626
Sergeant Benefits			69	36,120	\$ 36,120	₩.	37,204 \$	38,320			\$ 39,469		40,653
Sergeant Overtime			69.	8,400	\$ 8,400	69.	8,652 \$	8,912			\$ 9,179	5	9,454
Sergeant Salary - Regional Supervision	4.0	%8	\$ 10	108,951	\$ 33,12	G	34,115 \$	35,138	4.0	%8	\$ 36,192	\$ 37	37,278
Sergeant Benefits			ss.	36,120	\$ 10,981	49	11,310 \$	11,649			_	\$ 12	12,359
Sergeant Overtime			69.	8,400	\$ 2,554	ક્ક	2,630 \$	2,709			\$ 2,790	\$	2,874
Deputy Sheriff Salary - Regional Service	4.0	20%	ς. ες.	90,349	\$ 180,698	ક્ક	186,118 \$	191,702	5.0	%05	\$ 246,816	\$ 254	254,221
Deputy Sheriff Benefits			··	33,687	\$ 67,374	€>	\$   366,69	71,477			\$ 92,026	\$ 94	94,787
Deputy Sheriff Overtime			63.	10,300	\$ 20,600	69.	21,218 \$	21,855			\$ 28,138	\$ 28	28,982
Law Enforcement Secretary Salary	1.0	20%	υ»	53,556	\$ 26,778	ઝ	27,581	28,409	1.0	20%	\$ 29,261	\$ 30	30,139
Law Enforcement Secretary Benefits			\$	29,744	\$ 14,872	↔	15,318 \$	15,778			\$ 16,251	\$ 16	16,738
Law Enforcement Secretary Overtime			69.	1,000	\$ 2	\$ 009	515 \$	530			\$ 546	69.	563
	3.8								4.3				
					\$ 510,948	48 \$ 526,276	,276 \$	542,065			\$ 631,723	\$ 650	650,674
Add'i Overtime	OTHOURS	Alloc.	Hrly \$	Hrly Rate 90.25	2019	2020	00	2021		M. T. W.	2022	2023	23
Deputy Sheriff Overtime Staffing	937	%05	s	84,564	\$ 42,282	છ	43,551 \$	44,857			8	cs.	
Training Overtime	80	20%	မှာ	7,220	\$ 3,610	s	3,718 \$	3,830			\$ 3,945		4,063
Special Events Overtime	100	20%	s	9,025	\$ 4,513	ક્ક	4,648 \$	4,787			\$ 4,931	8	5,079
					-	·	- 1-	П			020	1	9
Personnel Add'I Overtime Subtotal					\$ 50,405	n	57,977 \$	53,4/4		2	\$ 6,670	A	2416
Personnel Subtotal					\$ 561,3	561,453 \$ 578,193	,193 \$	595,539			\$ 640,598	\$ 659	659,816
TOTAL OVERTIME (NOTE ONLY - not a separate line fem	ate line its	(me			\$ 82.458	69	84.932   \$	87,480			\$ 49,529	\$ 51	51.015
							-	ı				L	

START UP COSTS\*\*\*\* | \$ 70,000 | \$

Police Services - Regional Model City Of Granite Falls

2019 - 2023 Detailed Layout

Option: Additional Staff

												I		I	
Annual Operating Cost	Count	Alloc.	2 Unit	2018 Unit Cost	2019	20	2020	2021	21	FTE	FTE Alloc.		2022	20	2023
Sergeant Vehicle Operating Cost	-	%001	49	15,000	\$ 15,450	8	15,914	69	16,391	1	100%	↔	16,883	69	16,230
Sergeant Vehicle Operating Cost	4	%8	69	15,000	\$ 4,697	↔	4,838	€9-	4,983	4	%8	↔	5,132	es-	4,934
Deputy Vehicle Operating Cost	4	20%	s)	15,000	\$ 30,900	8	31,827	8	32,782	5	20%	€9-	42,207		40,575
Sergeant Cellular Phone Service	-	100%	es.	006	\$ 927	€9	928	€9-	983	1	100%	↔	1,013		1,043
Sergeant Cellular Phone Service	4	%8	49	006	\$ 282	↔	290	8	299	4	8%	↔	308	69	317
Deputy Cellular Phone Service	4	20%	69	006	\$ 1,854	↔	1,910	₩	1,967	2	20%	ક્ર	2,532	ક્ર	2,608
Contract Administration Services	3.8		es.	585	\$ 2,290	€9-	2,358	₩.	2,429	4.3		€9	2,831		2,916
Phones/PCs/Information Services	3.8		es.	6,650	\$ 26,028	49	26,809	\$	27,613	4.3		ક્ક	32,184	8	33,149
Evidence Facility Services*	3.3		69	1,464	\$ 4,976	↔	5,125	₩.	5,279	3.8		€9	6,261		3,487
Records Management Services*	3.3		s	2,000	\$ 6,798	↔	7,002	69	7,212	3.8		<del>(y)</del>	8,554	₩.	8,810
Investigative Services	3.3		49	000'9	\$ 20,394	\$	21,006	\$ 2	21,636	3.8		<del>⇔</del>	25,662	\$	26,431
Training Unit / Range	3.3		₩.	1,469	\$ 4,993	↔	5,143	<del>69</del>	5,297	3.8		69	6,283	49	3,236
Outside Training	3.8		€9	750	\$ 2,936	49	3,024	69	3,114	4.3		क	3,630	s	3,739
Operational Supplies	3.8		€9	650	\$ 2,544	↔	2,620	s	2,699	4.3		မာ	3,146	69	6,171
Warrant and Count Entry		Avg.	Unit Cost	Cost	No. 100 Per 100				1		10.00		The same	1	
Misdemeanor Warrant Entry**	0	25	ss.	5.08	\$ 298	G	307	G	316			69	326	↔	336
Court Ordered/Protection Entry**	0	10	s	16.10	\$ 166	υ	171	es.	176			€9	181	€	187
Annual Operating Cost Subtotal					5 125,532 8 129,298 5 133,111	\$ 1	9,298	\$ 13	3,177			63	157,132	\$ 15	154,169
Annual Operating Credits	_														
Credit for Police Facility				Γ	<del>.</del>	S		69				ω	-	S	
Annual Operating Credits Subtotal					•	69.	ı	69.				69.		69.	
Grand Total by Year					\$ 686,885   \$ 707,491	\$ 70	7,491	\$ 728,716	8,716			65	\$ 867,731	8	813,986
											Contract of the Contract of th				
						Sept.	100				Grand Total for 5 years: \$3,804,809	al for	5 years:	\$3,80	4,809

PERSONNEL COSTS: Jan 1 - Mar, 31, 2019 are actual personnel costs. Apr 1, 2019 through Dec 31, 2023 reflect a 3% overall cost increase for personnel. OPERATION COSTS: Years 2019 through 2023 reflect a 3% overall cost increase for operating costs.

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

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<sup>\*\*</sup>Misdemeanor Warrant and Court Ordered/Protection Entry are based on 3 year averages (2015-2017) \*\*\*Removed: Annual Police Facility credit calculation is deferred until building upgrades are complete \*\*\*\*One-time START UP costs related to 1.0 FTE (Deputy)