

**INTERGOVERNMENTAL SERVICES AGREEMENT  
BETWEEN SOUTH COUNTY FIRE AND SNOHOMISH COUNTY  
FOR ADDITIONAL LAW ENFORCEMENT SERVICES**

This Interlocal Agreement for Additional Law Enforcement Services is entered into by and between South County Fire (“Fire Authority”), a regional fire authority in Snohomish County, and Snohomish County, a political subdivision of the State of Washington (the County), for the purpose of providing additional law enforcement presence.

**RECITALS**

- A. The Snohomish County Council passed Snohomish County Ordinance 19-037 establishing a no fireworks area within the boundary of the Southwest Snohomish County Urban Growth area. This ordinance requires a dedicated law enforcement presence to handle fireworks complaints and fireworks related investigations; and
- B. The Fire Authority has requested, and the County, through its Sheriff’s Office, has agreed to provide additional law enforcement resources (Deputy Sheriffs and related supplies and equipment) to enhance the law enforcement presence for the days leading up to, surrounding, and including the 4<sup>th</sup> of July holiday.

NOW, THEREFORE, in consideration of the agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Fire Authority and the County agree as follows:

1. **Term.** The term of this Agreement shall be from signature to December 31, 2023.
2. **Scope of Services.**
  - a. The Fire Authority desires to utilize law enforcement personnel of the County to enhance the law enforcement presence during the 2023 4<sup>th</sup> of July holiday operational period. The County will assign Deputy Sheriffs to perform law enforcement services at the rates in Attachment A which is incorporated by this reference. Deputy Sheriffs shall only be permitted to provide law enforcement related services during the performance of the services called for herein. The Fire Authority shall not ask or solicit Deputy Sheriffs to perform work that is not law enforcement related.
  - b. A Sheriff’s Office deputy, master patrol deputy, or sergeant may perform law enforcement services.
  - c. The Sheriff and the Fire Authority shall work collectively to define and assign the necessary staffing allocation for this extra patrol detail.

- d. The Sheriff or his designee shall direct the activities of Sheriff's personnel assigned to this extra patrol detail in coordination with the Fire Authority or their designated representative.
- 3. Emergency Interruption in Services.** The Fire authority understands that Deputy Sheriffs performing Services pursuant to this Agreement may, from time to time, be required to perform traditional law enforcement duties for the benefit of the greater public. Therefore, from time to time, Deputy Sheriffs performing Services for the Fire Authority may be required to respond to emergencies and abandon the services being called for under this Agreement.
- 4. Command and Control.** Deputy Sheriffs performing services called for in this Agreement shall at all times be employees of the County under the direction and control of the County, and subject to the rules, regulations, and policies of the County and the Snohomish County Sheriff's Office and shall be required to follow the orders of County supervisors and command staff.
- 5. Cost of Services.**
  - a. The County shall, within a reasonable time, submit an invoice to the Fire Authority for each hour of work performed by a Snohomish County commissioned deputy, master patrol deputy, or sergeant. The hourly rates are specified in Attachment A.
  - b. Within thirty (30) days of receiving the County's invoice, the Fire Authority will remit such payment to the County.
- 6. Legal Requirements.** Both parties shall comply with all applicable federal, state, and local laws in performing this Agreement.
- 7. Public disclosure laws.** The Fire Authority and the County each acknowledge, agree, and understand that the other party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. Each party understands that records related to this Agreement and the County's performance of services under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law.
- 8. Insurance.** Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each party shall provide the

other with a certificate of insurance or letter of self-insurance as the case may be upon request.

**9. Indemnification.**

- a. The County shall protect, save harmless, indemnify and defend the Fire Authority its elected 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 negligent 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 Fire Authority, its elected officials, officers, employees or agents.
  
- b. The Fire Authority 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 Fire Authority employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any negligent act or omission of the Fire Authority in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees or agents.

**10. Notices**

- a. Any notice/payment to be given to the County under this Agreement shall be either mailed or personally delivered to:

Snohomish County Sheriff's Office  
Attn: Karla Beers  
3000 Rockefeller Ave M/S 606  
Everett, WA 98201

- b. Any notice/invoice to the Fire Authority shall be mailed or hand delivered to:

Asst. Chief Robert Eastman  
South County Fire  
12425 Meridian Avenue South  
Everett, WA 98208

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

- 11. Termination.** Either party may terminate this Agreement upon fifteen (15) days written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination. The terms and conditions contained in Sections 5, 8 and 9 of this Agreement shall survive the expiration or termination of this Agreement.
- 12. 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.
- 13. Disputes.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.
- 14. No third-party beneficiaries; no joint venture.** This Agreement is for the sole benefit of the Fire Authority and County and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties. County employees who provide services under this Agreement shall at all times be acting in their official capacities as employees of Snohomish County.
- 15. Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by written agreement executed by both parties. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.
- 16. Severability.**

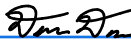
  - a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

**17. Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

**18. Effective Date.** This Agreement shall become effective upon signature by both the Fire Authority and the County.

**South County Fire**

  
Derek Daniels (May 31, 2023 14:06 PDT) **May 31, 2023**

Commissioner

Date

**Snohomish County**

\_\_\_\_\_  
Snohomish County Executive Date

Approved as to Form:

  
Richard A. Davis III (May 31, 2023 13:07 PDT) **May 31, 2023**

South County Fire Attorney Date

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney Date

## Attachment A

Snohomish County Sheriff's Office Pay Scale for Deputy, Master Patrol Deputy, and Sergeants  
as of April 1, 2023

Rank	OT Hrly Rate	Premium	Benefits 13.11%	COST PER HOUR
<b>TOP STEP SGT</b>	\$ 87.25	\$ 10.91	\$ 11.44	<b>\$ 109.59</b>
<b>TOP STEP SGT w/spec pay</b>	\$ 87.25	\$ 13.52	\$ 11.44	<b>\$ 112.21</b>
<b>MPD</b>	\$ 80.58	\$ 5.24	\$ 10.56	<b>\$ 96.38</b>
<b>MPD w/spec pay</b>	\$ 80.58	\$ 7.66	\$ 10.56	<b>\$ 98.80</b>
<b>TOP STEP DET.</b>	\$ 75.31	\$ 7.15	\$ 9.87	<b>\$ 92.34</b>
<b>TOP STEP DEP</b>	\$ 75.31	\$ 4.90	\$ 9.87	<b>\$ 90.08</b>
<b>TOP STEP DEP w/spec pay</b>	\$ 75.31	\$ 7.15	\$ 9.87	<b>\$ 92.34</b>










# Final Deputies on Fourth of July ILA.04.27.2023

Final Audit Report

2023-05-31

Created:	2023-05-31
By:	Melissa Blankenship (mblankenship@southsnofire.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAewArzKbfjvHtqfv2EZxDgzmh4TJIJAYb

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-  Document created by Melissa Blankenship (mblankenship@southsnofire.org)  
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-  Document emailed to Derek Daniels (ddaniels@southsnofire.org) for signature  
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-  Signer rdavis@csdlaw.com entered name at signing as Richard A. Davis III  
2023-05-31 - 8:07:30 PM GMT- IP address: 173.10.92.97
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