

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

ITEM NO: Presentation - 2

DATE: March 8, 2007

SUBJECT: Snohomish County Sheriff's Office Contract Presentation

CONTACT PERSON: Deborah Knight, City Administrator

SUMMARY:

There is interest on the part of the Mayor and Council to evaluate Snohomish County Sheriff's Office contracting models to determine if the Dedicated Full-Time Equivalent (FTE)/Full Coverage model (Model #4 in **Attachment A**) is a more cost effective approach to providing police services than the City's current in-house model.

Representatives from the Snohomish County Sheriff's contracting office gave a presentation to the City Council at the Council retreat on February 10, 2007. The City Council directed staff to work with the Sheriff's Office to prepare an "apples-to-apples" comparison on costs and levels of service under the Dedicated FTE/Full Coverage model.

The presentation in front of the full Council and community at the Council's regular meeting on March 8, 2007 is intended to provide a foundation for beginning the analysis. This will be the first opportunity for the public to hear the Sheriff's contracting philosophy on costs and levels of service. Following this meeting, staff will begin working with the Sheriff's Office on the analysis.

Dedicated FTE/Full Coverage model

In the Dedicated FTE/Full Coverage model, the city pays for FTEs dedicated to the city and buys enough FTEs to maintain 24/7 coverage. The FTEs stay in the city except for emergency calls outside the city. The city pays for direct cost of the FTEs (salary, benefits, operating costs on an annualized basis). The City of Stanwood contracts with the Sheriff's Office under this model. **Attachment D** is a copy of the Stanwood contract.

The County prepared a draft quote for the City using the Dedicated FTE/Full Coverage model in August 2006 (**Attachment B**) to give the City an idea of the general costs for services and employees. More work is needed to fine-tune the estimate including an analysis of the "credits" the City would receive for transferring City owned equipment and office space to the Sheriff's office.

Under the Stanwood contract, when the contract is terminated, the County would deliver to the City all equipment used to provide services to the City that was purchased (either directly or through reimbursement) with City funds. The County would also deliver to the City any funds in Equipment Rental and Revolving or other reserve accounts accumulated for future vehicle or equipment purchases on behalf of the City.

Impact on current Patrol Officers

Under the Revised Code of Washington (RCW) 41.14.220, RCW 41.14.260 and RCW 41.14.270, there are specific steps to transfer police department employees into county civil service for the Sheriff's Office.

Under RCW 41.14.220, City officers would transfer to the Sheriff's Office if they meet the minimum standards and qualifications of the county sheriff's Office as provided under RCW 41.14.260 and 41.14.270. Copies of the RCW are included in **Attachment E**.

Since Teamsters Local #763 represents the patrol officers in the police department, the City is required to bargain the impacts of a decision to contract out police services. What this means is that the City will need to be in a two way negotiation with both the Sheriff's Office and the bargaining unit. The City's labor agreement with its officers expired on December 31, 2006. The City is currently negotiating a new contract. Contract negotiations will continue during the apples-to-apples comparison of in-house versus contract service models.

FISCAL IMPACT:

The City Council has directed staff to prepare an apple-to-apples comparison of contracting versus in-house staffing models for police services. The cost for the comparison is staff time and perhaps some outside consultant work for financial analysis of any contract proposals. The City Administrator will be the project manager. The professional services costs for financial analysis should be less than \$500.

RECOMMENDED ACTION:

Listen to the presentation by the Snohomish County Sheriff's Office. Ask any follow-up questions. Direct staff if necessary.

ATTACHMENTS:

- Attachment A – Snohomish County Sheriff's Office Contract Models
- Attachment B – Sultan Contract Cost Proposal – August 2006
- Attachment C - Contract Law Enforcement Services Questions and Answers
- Attachment D – Stanwood Contract
- Attachment E – RCW 41.14.250, 260, and 270

SNOHOMISH COUNTY SHERIFF' OFFICE
Everett, Washington

CONTRACT MODELS

Model 1: Calls for Service Only

This model incorporates the handling of calls for service only. No Full Time Equivalent (FTE) employees are contracted for by the entity (e.g., a city). The contracting entity (e.g., a county) responds to and handles all calls for service, any necessary follow-up, arrests and bookings, etc. The city is charged for the calls on the basis of the cost to the county for the average call for service.

Model 2: Calls for Service plus Patrol Time (Town of Index Plan)

This model adds proactive patrol time to the Model 1 scenario. The city pays for a specified amount of patrol time per day, week or month. No FTEs are dedicated to the city, rather the service is provided by on-duty FTE's employed by the county. The city is charged for the time based on the hourly cost to the county of a deputy's time.

Model 3: Dedicated FTEs/Partial Coverage (City of Gold Bar's First Plan)

Under this model, the county provides FTEs dedicated to the city, but does not provide 24/7 coverage. During those times when dedicated FTEs are not on duty, FTEs from the unincorporated county area handle the calls for service in the city. The city pays for those calls on a call-by-call basis as in Model 1. If the dedicated FTEs are called out into the unincorporated county to handle calls, the city is given a credit according to the average cost of a call for service.

Model 4: Dedicated FTEs/Full Coverage (City of Stanwood Plan)

In this model, the city pays for FTEs dedicated to the city and buys enough FTEs to maintain 24/7 coverage. The FTEs stay in the city except for emergency calls outside the city. The city pays for the direct cost of the FTE's (salary, benefits, operating costs on an annualized basis).

Model 5: Regional Contract (Town of Darrington and City of Gold Bar Plan)

Under this scenario, a city or cities share the cost with the county to police a "region" of county area within which both unincorporated area and city limits lie. The costs of policing the region are determined, and the city or cities are charged their share of the costs. Costs are determined on the basis of how many deputies it takes to police the region 24/7 multiplied by the annual cost of a patrol deputy.

Model 6: Chief of Police (Only)

In this model, a city contracts for one person to act as their Chief of Police, managing the existing police department's personnel and resources. The Chief answers to either the Mayor or the City manager, depending on the form of government the city employs. The city pays the county for salary, benefits and operating costs on an annualized basis, for the appropriate level of management responsibility/authority required (sergeant, lieutenant or captain).

Sultan Contract Cost Proposal
17-Aug-06

Sultan Contract Costs

Years 2007-2009				2007	2008	2009
Personnel	FTE	Annual cost				
Patrol Deputy	7	\$ 90,906	\$	636,342	\$ 700,961	\$ 730,401
Sergeant	2	\$ 109,997	\$	219,994	\$ 232,785	\$ 242,562
Lieutenant	1	\$ 117,796	\$	117,796	\$ 130,206	\$ 135,675
Law Enforcement Secretary	1	\$ 53,538	\$	53,538	\$ 55,144	\$ 56,798
Law Enforcement Technician	1	\$ 52,776	\$	52,776	\$ 54,359	\$ 55,990
Subtotal			\$	974,132	\$ 1,063,952	\$ 1,108,638
Overtime			\$	100,000	\$ 103,000	\$ 106,090
Subtotal			\$	100,000	\$ 103,000	\$ 106,090
Other Costs						
Start-up costs for comm. Personnel	10	\$ 4,480	\$	44,800	\$ -	\$ -
Start-up costs for non-comm. Personnel	2	\$ 850	\$	1,700	\$ -	\$ -
Start-up costs for new vehicle purchases*	5	\$ 41,320	\$	68,867	\$ 68,867	\$ 68,867
Start-up costs for old vehicle replacement fund	5	\$ 71,311	\$	71,311	\$ -	\$ -
Copy Lease Maintenance			\$	3,840	\$ 3,840	\$ 3,840
Phones/information services			\$	36,000	\$ 36,000	\$ 36,000
Office supplies			\$	6,500	\$ 6,500	\$ 6,500
Subtotal			\$	233,018	\$ 115,207	\$ 115,207
Credits						
Credit for police facility			\$	(25,200)	\$ (25,200)	\$ (25,200)
Credit for police equipment			\$	(20,000)	\$ -	\$ -
Credit for police vehicles	11		\$	(85,000)	\$ -	\$ -
Subtotal			\$	(130,200)	\$ -	\$ -
Grand Total by Year			\$	1,176,950	\$ 1,256,958	\$ 1,304,734
Grand Total for 3 years					\$	3,738,643

Notes

Personnel costs include salary, benefits and operating costs, including vehicle operating costs and replacement.

Year 2008 reflects a salary step increase plus a 4.2% COLA based on the June 2006 CPI.

Year 2009 reflects a 4.2% COLA based on the June 2006 CPI.

Overtime is an estimate for the aggregate use by all personnel.

* Spread over 3 years

Credits are place holder amounts pending the determination of fair market value.

SNOPAC and SERS 800 MHz costs not included.

All costs subject to change prior to contract execution.

Contract Law Enforcement Services

Questions & Answers

What level of service and response times can our City expect?

- We will work with your City to determine the level of service you require. You can choose (based upon budget and priorities) the number of staff you would like to have assigned to your City, which would also determine average response times.
- If you choose to have deputies assigned to your jurisdiction only, then all assigned personnel would work exclusively in your City. Backup responses to emergencies in the surrounding County area would be expected, but to no greater degree than now occurs.
- If you choose the regional approach, you can expect an agreed upon number of deputies to be on duty in the region, 24 hours a day, 7 days a week.

What screening steps are required of current employees?

- All Transferring Employees
 - Polygraph
 - Fingerprints
 - Drug screen (urinalysis)
 - Psychological
 - Background investigation
- Commissioned Employees (In addition to previously mentioned screenings)
 - LEOFF Medical exam
- Polygraph, medical, and psychological exams may be waived if your agency has completed current (within 12 months). Acceptable test results must be on file and made available to SCSO for review

What length of probation period will be required of transferring employees?

- RCW 41.14.260 mandates transferring employees to “be on probation for the same period as are new employees of the Sheriff’s Office;” currently 12 months from commissioning.
- The Sheriff has no interest in terminating employees while on probation except for cause.
- Upon the successful completion of probation, transferring employees are eligible to compete for specialty assignments.

What length of time will current employees remain in their duty assignment?

- Our current labor agreement with the deputies' union specifies management's ability to assign officers to new contract cities for the first two years of the contract.
- Assuming the officers now in your employ wish to remain in your city and you are in agreement with their stated intention, the officer(s) are guaranteed the ability to stay for two years.
- If there are officers that you wish to replace, the City need only make the Sheriff aware prior to the initial staffing assignments. In such cases, the replacement officers will stay for two years.

What control does the City have over future assignment?

- The Sheriff can make assignments irrespective of seniority for cause. If your City wants an officer replaced for legitimate reasons, it will be done.
- We would hope to have a dialogue with you and attempt to resolve any dissatisfaction over personnel prior to their replacement.
- Existing officers transfer to the sheriff's office with their existing years of tenure. In so doing, they have "bumping" rights throughout the SCSO as defined by their seniority.

How will our City's identity issues be handled (cars, uniforms, etc.)?

- If your agency chooses to contract for officers exclusively, then (within reason) any marking or uniform you desire is acceptable to SCSO.
- As your contract partner, SCSO will want some identity as well.
- A successful practice in other contract agencies is the retention of the existing uniform while wearing a deputy sheriff badge. Marked cars will display your police graphics but also include a small notation of "Law Enforcement Service provided by the Snohomish County Sheriff's Office" somewhere on the vehicle.
- Maintaining own uniform design raises costs slightly due to need for all officers to also maintain a deputy sheriff uniform in addition to the contract agencies unique uniform.
- If you choose a regional model, then the standard Sheriff's uniform will be worn. Uniform patch rockers may be added to the shoulder patch, as well as patrol car graphics if you desire.
- Your City will maintain its own "financial" identity as well. As a unique entity, you will continue to be eligible for WASPC block grants, small agency impact money, etc.

How does our City maintain control over equipment it has purchased?

- For existing equipment (vehicles, radios, guns, computers, etc.), you have the choice of liquidating the items, converting it to other City uses, or transferring it to the County for a "fair market value" credit against the contract costs.
- It is our intention to offer great value for your existing equipment.
- New equipment purchased by the County to support the contract will be charged to your City.
- New equipment costs can be paid for in the first year of the contract, or over the life of the first term of the contract. The credit attained for existing equipment can be applied in the same fashion.
- Because we ask your City to commit to the contract for the initial term, at the end of the term, your City "owns" all equipment being used in the police department.
- SCSO utilizes an equipment repair and replacement fund. As a result, your City also retains any money in reserve or replacement accounts for vehicles, radios, light bars, etc.
- Including capital reserve funds in the contract costs ensures your City does not have to budget for replacement capital expenditures.
- If you choose to disengage from the contract after the initial term, all equipment purchased with your City funds is returned to the City, or sold to the County at "fair market value," at your City's option.
- If your agency chooses to adopt a regional approach for service delivery, all of the above applies according to the ratio by which your region is charged for services.

What control does our City have over shifts and assignments?

- Our labor agreement requires us to bargain with our labor union over changes in our existing patrol shifts. We are not required to bargain over new shifts. It is recommended that you determine what shift pattern you wish to adopt prior to the contract taking place so that SCSO can adopt that pattern, even if it differs from our current shift patterns.
- We can provide projections from our Corona Staff Wizard software to assist you in selecting the most effective and efficient schedule (remember, these are not often the same).
- Temporary assignment changes can be made at the discretion of the Contract Chief.
- Permanent assignment changes having no financial impact can be made at the discretion of the Contract Chief.
- Additional assignments can be added to your service agreement at any time provided your agency is able to provide funding.

What are the costs of adding additional staff?

- Snohomish County will outline salary, benefit, equipment, and related costs for each position your City would like to consider.
- Snohomish County is able to access the same grant funding sources for new positions as are available to your City.

When does our City get a replacement if officer has long term illness, injury, simply resigns or retires?

- Each year your City can be provided with the average sick leave use within the deputy sheriff union (currently 8 days/year).
- When any officer assigned to your contract is absent for a period which exceeds the average union amount (cumulatively each 12 months), the County is obligated to provide a replacement officer.
- When the assigned officer is able to return to duty, they will return to their assignment in your City and the replacement officer will leave.
- If a contract employee separates from employment, your city is only obligated to cover the average absence period (8 days). The county then provides a replacement while recruiting, selection, hiring, and training occur, a process which can often take up to one year.

Can our City have an option for a full-time detective position?

- The County is happy to supply the costs for adding a full time detective position to your police department, upon request.
- Your City may also contract for a fraction of a detective, and share the costs with the County. The detective could work, as an example, part time for your City, and part time for the local Sheriff's Precinct. You would pay only its share of the total costs.

Are there intangible benefits?

- Premiums are based on claims history over the last three years. By the fourth year, the city has no history of claims because the County has absorbed those claims for police related incidents.
- Discipline cases, harassment suits, arbitrations, etc are handled by the County
- You do not have to negotiate union agreements which is often time consuming for City staff and tend to polarize management and police employees.
- You do not have to maintain a Civil Service system. No lag time for testing. No advertising and testing costs. No potential for getting sued over a Civil Service ruling. Also, you may benefit from lower contract attorney costs since no questions are going from board to attorney for review.
- The Sheriff's Office is an accredited agency with the Washington Association of Sheriffs and Police Chiefs (WASPC).

- Fixed costs for police services. You pay the costs that are negotiated in the contract and nothing more. Integrated employees become members of the Sheriff's Office and your City gains access to all of the specialties it offers, including canine, helicopters, and special investigations.
- Contracted amount includes all future capital purchases for support of existing personnel. No surprises or budget crises if, for example, a vehicle suddenly requires replacement.

What about special employee transfer cases?

- The County may not have a job classification at identical pay for non-commissioned employees assigned to the police department. Your City may transfer them to SCSO at the County rate, or have the option of retaining them as City employees assigned to the police department.
- The County would assimilate employees not transferring immediately, provided the employee successfully complete the screening steps and an opening within that classification existed within the Sheriff's Office.

AFTER RECORDING RETURN TO:

Snohomish County Council
Attn: Barbara Sikorski
3000 Rockefeller Avenue, M/S 609
Everett, WA 98201

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SNOHOMISH COUNTY, WASHINGTON

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

ORIGINAL

THIS 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, Emergency Response Team, bomb disposal, sex offender registration, dive team, reserve deputy support, Crime Prevention Officers, 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** 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 at least one **SHERIFF's** sergeant 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 are considered "significant criminal occurrences." The Chief of Police will promptly notify the Mayor in the event of a significant criminal occurrence 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 Affairs 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 Affairs 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 deputy and sergeant personnel assigned to provide services under this Agreement, 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 lieutenant currently serving as Police Chief has been assigned to the **CITY** in that capacity for three consecutive years; or
2. The lieutenant assigned to the **CITY** as Police Chief has been promoted to a higher rank within the Sheriff's Office; or
3. The **CITY** agrees to the **COUNTY**'s request to replace the lieutenant.

B. The **COUNTY** will provide the **CITY** with a minimum of 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 lieutenant, deputy, or sergeant 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; provided, the costs may be adjusted in accordance with paragraph 13.0, and with the outcome of binding interest arbitration proceedings should those proceedings 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.

7.0 CITY RESPONSIBILITIES.

In support of the **COUNTY** providing the services described in Section 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 **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;

7.6 **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

7.7 **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 become effective on January 1, 2005, or as soon thereafter as 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, 2007,

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 or both parties.

In the event of lack of legislative appropriation by the COUNTY Council, 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.

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:

Mayor
10220 270th 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.

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ADDENDUM 1

Building Credit-Stanwood Police Department Facility

Building credit is determined by the following formula:

Approximate 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 2005-2007.

* 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 foot value may be adjusted in accordance with Section 13.0.

Addendum 2

Stanwood Contract Costs

Years 2005-2007		2005		2006		2007	
Personnel							
Patrol deputies	6	\$ 86,288	\$ 517,728	\$ 533,260	\$ 549,258		
School Resource Officer	1	\$ 83,232	\$ 83,232	\$ 85,729	\$ 88,301		
Sergeant	2	\$ 101,797	\$ 203,594	\$ 209,702	\$ 215,993		
Detective	1	\$ 84,304	\$ 84,304	\$ 86,833	\$ 89,438		
Lieutenant	1	\$ 112,250	\$ 112,250	\$ 115,618	\$ 119,086		
Subtotal			\$ 1,001,108	\$ 1,031,141	\$ 1,062,075		
Overtime							
Subtotal			\$ 105,100	\$ 108,253	\$ 111,501		
Other Costs							
Start-up costs for 1 new Sgt.	1	\$ 4,480	\$ 4,480	\$ -	\$ -		
Start-up costs for Sgt. Vehicle*	1	\$ 41,320	\$ 13,773	\$ 13,773	\$ 13,773		
Copy Lease Maintenance			\$ 3,840	\$ 3,840	\$ 3,840		
Phones/Communication			\$ 12,180	\$ 12,180	\$ 12,180		
Office supplies			\$ 6,500	\$ 6,500	\$ 6,500		
Subtotal			\$ 40,773	\$ 36,293	\$ 36,293		
Credits							
Credit for Police Facility (Addendum 1)**			\$ (40,800)	\$ (40,800)	\$ (40,800)		
Grand Total by Year			\$ 1,106,181	\$ 1,134,888	\$ 1,169,069		
Grand Total for 3 years					\$ 3,410,138		

Notes

Personnel costs include salary, benefits and operating costs, including vehicle operating costs and replacement. Year 2005 costs represent an estimated 3% increase in personnel costs due to pending binding interest arbitration proceedings.

Years 2006 and 2007 reflect an estimated 3% annual increase in personnel costs.

Overtime is calculated on average use in 2003 for all SCSO ranks and assignments represented in Stanwood, (with 3% annual increase for 2004 and 2005) to arrive at the 2005 starting overtime figure.

* Spread over 3 years

** Subject to adjustment upon occupancy of the City's new Police Facility.

[RCWs](#) > [Title 41](#) > [Chapter 41.14](#) > [Section 41.14.250](#)

[41.14.220](#) << [41.14.250](#) >> [41.14.260](#)

RCW 41.14.250

City contracts to obtain sheriff's office law enforcement services — Transfer of police department employee

When any city or town shall contract with the county sheriff's office to obtain law enforcement city or town, any employee of the police department of such city or town who (1) was at the time the contract was entered into employed exclusively or principally in performing the powers, duties which are to be performed by the county sheriff's office under such contract (2) will, as a direct result of such contract, be separated from the employ of the city or town, and (3) meets the minimum and qualifications of the county sheriff's office, then such employee may transfer his employment to the county sheriff's office as provided for in [RCW 41.14.260](#) and [41.14.270](#).

[1972 ex.s. c 48 § 1.]

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RCW 41.14.260

**City contracts to obtain sheriff's office law enforcement services —
Transfer of police department employees into county civil service
for sheriff's office — Seniority for employment.**

(1) An eligible employee may transfer into the county civil service system for the sheriff's office by filing a written request with the county civil service commission and by giving written notice thereof to the legislative authority of the city or town. Upon receipt of such request by the civil service commission the transfer of employment shall be made. The employee so transferring will (1) be on probation for the same period as are new employees of the sheriff's office, (2) be eligible for promotion after completion of the probationary period as completed, (3) receive a salary at least equal to that of other new employees of the sheriff's office, and (4) in all other matters, such as retirement, vacation, etc., have, within the county civil service system, all the rights, benefits, and privileges that he would have been entitled to had he been a member of the county sheriff's office from the beginning of his employment with the city or town police department. The city or town shall, upon receipt of such notice, transmit to the county civil service commission a record of the employee's service with the city or town which shall be credited to such member as a part of his period of employment in the county sheriff's office. The sheriff may appoint the transferring employee to whatever duties he feels are in the best interest of the department and the individual.

(2) If in the process of contracting for law enforcement services economies or efficiencies are achieved or if the city or town intends by such contract to curtail expenditures and the level of services to the city or town, then only so many of the transferring employees shall be placed upon the payroll of the sheriff's office as the sheriff determines are needed to provide the contracted services. These needed employees shall be taken in order of seniority and the remaining employees who transfer as provided in RCW 41.14.250, 41.14.260, and 41.14.270 shall head the list of their respective class or job listing in the civil service system in order of their seniority, to the end that they shall be the first to be reemployed in the county sheriff's office when appropriate positions become available.

[1972 ex.s. c 48 § 2.]

E-2

[RCWs](#) > [Title 41](#) > [Chapter 41.14](#) > [Section 41.14.270](#)

[41.14.260](#) << [41.14.270](#) >> [41.14.280](#)

RCW 41.14.270

City contracts to obtain sheriff's office law enforcement services — Lay offs — Notice — Time limitation for t

When a city or town shall contract with the county sheriff's office for law enforcement service thereof lays off any employee who is eligible to transfer to the county sheriff's office pursuant [41.14.250](#) and [41.14.260](#), the city or town shall notify such employee of his right to so transfer; any employee shall have ninety days to transfer his employment to the county sheriff's office: PROVIDED, any employee layed off during the year prior to February 21, 1972 shall have ninety days after date to transfer his employment.

[1972 ex.s. c 48 § 3.]

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