

ITEM NO: Presentation - 1
 DATE: April 26, 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.

The issue before the City Council is to review the first draft of the apples-to-apples comparison between in-house and contract services prepared by City staff and the Sheriff's Office. The City Council is encouraged to review the comparison, ask questions regarding the underlying assumptions, and discuss the tangible and intangible costs and benefits associated with the proposal.

The Sheriff's Office will present a general overview of police services contracting and answer broad cost and level of service questions. Specific details would be worked out during contract negotiations.

The City Council is not expected to make a final decision regarding a proposed contract until June. There will be additional opportunities for public comment prior to a final decision.

The Sheriff's Office has prepared three cost alternatives under the FTE/Full Coverage model. The Sheriff's Office recommends Alternative A as the alternative that best matches the City's current police department structure. The "all cost" designation combines the Sheriff's contract proposal with the expenses such as non-commissioned personnel and jail costs that will continue even if the City contracts for services.

Model	Sultan (Base Model)	A (w/all costs)	B (w/all costs)	C (w/all costs)
Staffing Level	1- Police Chief 1 - Master Patrol Ofc 7- Officers	1- Police Chief 1 - Sergeant 7 - Officers	1- Police Chief 1 - Master Patrol Ofc 7 - Officers	1- Police Chief 1 - Master Patrol 6 - Officers
2007 Budget	\$1,244,152	\$1,353,837	\$1,345,752	\$1,229,443
2008 Budget	\$1,262,332	\$1,384,575 * \$1,384,780	\$1,376,371	\$1,257,338
2009 Budget	\$1,323,688	\$1,440,768	\$1,432,023	\$1,308,837
2010 Budget	\$1,388,968	\$1,285,107 * \$1,519,892	\$1,510,798	\$1,398,563

* Spreadsheet error discovered on 4/24
 See revised attachment pg. B-2

While the Sheriff's Office proposal outlines the tangible costs and benefits of contracting with the County, there are intangible costs and benefits that the City Council must carefully consider prior to making a final decision.

FISCAL IMPACT:

Sultan Base Budget

The Police Department has 9 commissioned personnel: 1- Chief, 1- Master Sergeant, and 7- Patrol Officers. The Department has one non-commissioned Officer Manager. The police personnel budget also includes charges for in-house janitorial services.

The 2007 Police Department budget was \$1,021,152. The Council will approve a budget amendment in April that will increase the budget to \$1,061,152. This is the base budget used for the apples to apples comparison.

In addition to the Police Department budget, the City also pays for court costs. The budget for court costs in 2007 is \$183,000. These costs will continue even under a proposed contract model.

The total law enforcement budget is \$1,244,152.

Sheriff's Office Proposal

The Sheriff's Office has provided three personnel proposals for the City's consideration.

Attachment B includes the financial details for each proposal for years 2007-2009. The Financial analysis also includes year 2010 to give the Council an idea of costs once the start-up credits and expenses are complete.

Proposal A (Recommended Alternative)– Provides for 9 commissioned personnel. The Chief salary is at the Lieutenant level, the Master Sergeant is replaced with a Sergeant, and 7- patrol officers. The non-commissioned staff would remain City employees.

Proposal B – Matches the City's staffing levels with a Master Sergeant in place of the proposed Sergeant in Proposal A. All other staff levels remain the same.

Proposal C – Seeks to match the City's budget by reducing the number of patrol deputies from 7 officers to 6 officers.

The cost to contract with the Sheriff's Office is between \$100,000 and \$120,000 per year more than in-house services for Proposals A and B. There is a savings to the City under Proposal C between \$5,000 and \$15,000 that is accrued by dropping from 7 patrol officers to 6 patrol officers.

BACKGROUND:

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.

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

Previous City Council's and Mayor have considered contracting with the Sheriff's Office prior to the City Council's discussion in February.

In fall of 2000 Snohomish County Sheriff Rick Bart attended a Council meeting to discuss a contract services proposal. At that time, the Sheriff advised the Council that they would have no where close to the level of service they now enjoy.

The Sheriff's statement was based on the County's Regional model which was the only model available to City's at the time. Since that time, the County added the 24/7 Dedicated Officer model the City Council is evaluating now.

The issue of contracting was raised again in 2002 following Mayor Rowe's request for the Chief Walser to resign.

DISCUSSION:

Dedicated FTE/Full Coverage model

The County prepared three draft cost estimates for the City using the Dedicated FTE/Full Coverage model (**Attachment B**) to give the City an idea of the general costs for services and employees. This model most closely matches the City's existing in-house service.

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 City pays for direct cost of the FTEs (salary, benefits, operating costs on an annualized basis).
- Response times and levels-of-service are set by the City and community not by Sheriff's Office. Officers respond to calls for service and take necessary reports.
- Dedicated coverage in the City of Sultan 24/7. The FTEs stay in the City except for emergency calls outside the City.

- Full-time Police Chief and dedicated officers assigned to Sultan working out of the Sultan Police station 24/7.
- Chief works at the direction of the city leaders. Chief is accessible to public and active in the community.
- All services provided by in-house department would be available under contract model. No need to drive to Everett or mail in paperwork.
- Residents receive police services such as concealed weapons permits, fingerprinting, copies of police reports, crime statistics, animal impounds and a place to ask questions at the Sultan Police station.
- Officers attend to local issues such as block watch, community meetings, and presentations and celebrations such as Shindig.
- Officers wear City uniforms and drive vehicles with City logos

The City of Stanwood contracts with the Sheriff's Office under this model. **Attachment D** is a copy of the Stanwood contract.

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.

The City of Sultan will need to address in the contract how to convert county officers back to Sultan officers or prepare a transition plan for hiring new officers if (or when) the contract for services is terminated.

Benefits of Contracting

Under the proposed contract model the City would retain local control, policy and administrative oversight for day-to-day operations.

- Costs for police services would be clearly forecasted and controlled during the life of the contract.
- Staffing for the City would not be impacted due to resignations, injuries or disciplinary actions.
- All Sheriff's Office Services are included in the contract agreement. Additional public safety resources such as K-9 services, detectives, street crimes and fraud investigation) would be available to the Sultan community.

- Risks associated with officer conduct would be transferred to the County lowering insurance costs

Impact on current Police 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.

Costs and Risks of Contracting

In making a decision to contract with the County for police services, the City Council must carefully consider the costs and risks of contracting against any benefits.

- Contracting out may cost more than advocates claim because indirect and hidden costs of service delivery are often difficult to identify prior to beginning contract services. Such costs include expenditures for contract monitoring and administration, conversion costs, charges for "extra" work, and the contractor's use of public equipment and facilities. The Government Finance Officers Association estimates that such costs can add up to 25 percent to the price of a contract.
- The quality of service can deteriorate when profit is the prime motivation in service delivery. As many examples show, the profit motive can be an incentive to "cut corners," especially when contract specifications are vague or poorly defined. Public employees routinely perform tasks outside their official job descriptions. Those duties usually are not included in contract specifications, and public managers no longer have the flexibility to get them done.
- Dependence on contractors increases as in-house expertise and capacity is reduced or eliminated. This loss of leverage can lead to price gouging by contractors in future contract negotiations. When contractors "low ball" their bids

(offer an attractive price on the first bid to win the contract and then raise prices in subsequent renewals), governments are especially vulnerable.

- Public accountability may be diminished because complaints from citizens cannot be directly and quickly addressed.

ANALYSIS:

The decision to contract out police services is significant to the Sultan community and must be made carefully with consideration of both tangible and intangible costs and benefits. At the same time, the Council should not delay its decision too long. A long decision process can create uncertainty and lead to a polarized community especially during an election year.

Impacts to Staff

The Council should recognize that contracting out is not only a financial and performance issue; it is also a people issue. It is essential to demonstrate a high degree of sensitivity in this area. Staff are inevitably concerned by contracting out. These concerns are caused in large part by the uncertainty that the contracting out exercise can create for them. While the process requires proper analysis, it must proceed rapidly in order to minimize any period of uncertainty for staff.

Sultan Police Officers have families to consider and if their future as Sultan employees is uncertain they may begin (or may have already begun) looking for jobs in other communities where their future would be secure.

Chief Walser has already stated that he will leave the Sultan Police Department if the City decides to contract police services to Shohomish County. A number of police officers have issued similar sentiments. On the other hand, some officers have indicated a preference for County employment since it brings opportunities for personal and professional growth that are unavailable in a small town like Sultan.

Advisory Vote

A decision by the City Council to put the question of contracting to an advisory vote only further delays the decision making process and puts additional burden on staff. If the City Council decides an advisory vote is appropriate that decision must be made quickly. The closing date to have a resolution on the ballot for the Primary Election is May 29, 2007. The Primary is scheduled this year for August 21, 2007.

The closing date to have a resolution on the ballot for the General Election is August 14, 2007. Delaying the vote to the General Election in November may divert community and staff attention from other important city issues.

Next Steps

This is a basic analysis of the cost. A first step to determining whether contracting with the County makes fiscal sense. There are still issues such as insurance coverage on the building, continued liability insurance for office staff, and other on-going operational costs associated with non-commissioned employees. These issues and other will need to be worked out if the Council wants to proceed to contract negotiation.

City staff recommend the City Council consider and address the following issues prior to making a final decision:

- Consider the advantages and disadvantages of the proposed approach compared to the alternatives.
- Undertake a comprehensive risk identification and management analysis associated with the options.
- Identify the needs, issues and any concerns the community or stakeholders might have. The process should be clearly documented and used in the decision-making process.
- Develop a suitable communications strategy as part of the contracting out decision process.

If the City Council decides to proceed with negotiating a contract, City staff recommend considering the following additional steps:

- Develop clear objectives for the management and operation of police services to ensure that legal requirements are met and that the long-term interests of the community will be protected.
- Invest sufficient time and resources in the negotiation process to ensure the quality of the agreement and to protect the long-term interests of the community.
- Ensure that the contract detail is designed so that its objectives for the performance of the functions are likely to be met.
- Establish a suitable project management and control framework for managing the contracting.
- Establish the necessary systems and allocate suitable resources to manage and monitor the contractor.

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 – April 2007
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 A
Sheriff's Office Recommended Model**

April 22, 2007

Other City Police Expenses (not covered by Contract):

	2007	2008	2009	2010
Police Department Office Manager	\$ 67,389	\$ 70,422	\$ 73,590	\$ 76,902
Police Janitorial	\$ 6,075	\$ 6,348	\$ 6,634	\$ 6,933
Travel and Seminars	\$ 750	\$ 788	\$ 827	\$ 868
LEOF 1 disability insurance	\$ 17,300	\$ 17,300	\$ 17,300	\$ 17,300
Police Station Utilities	\$ 5,500	\$ 5,693	\$ 5,892	\$ 6,098
SNOPAC	\$ 60,553	\$ 62,672	\$ 64,866	\$ 67,136
Drug Task Force	\$ 966	\$ 1,000	\$ 1,035	\$ 1,071
Miscellaneous	\$ 195	\$ 205	\$ 215	\$ 226
Water	\$ 325	\$ 336	\$ 348	\$ 360
Total Ongoing City Police Expenses	\$ 159,053	\$ 164,763	\$ 170,707	\$ 176,894

Court Costs

Professional Service - Court A	\$ 18,000	\$ 18,900	\$ 19,845	\$ 20,837
Professional Services - Prosec	\$ 20,000	\$ 21,000	\$ 22,050	\$ 23,153
Miscellaneous - Court Filing F	\$ 35,000	\$ 36,575	\$ 38,221	\$ 39,941
Miscellaneous - Jail Fees	\$ 110,000	\$ 114,950	\$ 120,123	\$ 125,528
Total	\$ 183,000	\$ 191,425	\$ 200,239	\$ 209,459

Total Cost to City for Contract Model

	\$ 1,353,837	\$ 1,384,780	\$ 1,440,768	\$ 1,519,892
City of Sultan Police Budget	\$ 1,244,152	\$ 1,262,332	\$ 1,323,688	\$ 1,388,968
Difference Between Co. Proposal and City Budget	\$ 109,685	\$ 122,448	\$ 117,080	\$ 130,925

County Proposal 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% COLA based on the February 2007 CPI.

Year 2009 reflects a 4% COLA based on the February 2007 CPI.

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

** One time amounts, spread over 3 years

SNOPAC and SERS 800 MHz service costs not included.

All costs subject to change prior to contract execution.

2010 cost est. are outside the contract and are intended to provide a cost est. after start-up credits are exhausted.

Yr 2010 reflects a salary step increase plus a 4% COLA based on February 2007 CPI. Other costs increased by 5%

Note: Changes to yr. 2010

4/24/2007

*B-2
(revised)
4/24*

Sultan Contract Cost Proposal A
Sheriff's Office Recommended Model

April 22, 2007

Other City Police Expenses (not covered by Contract):

	2007	2008	2009	2010
Police Department Office Manager	\$ 67,389	\$ 70,422	\$ 73,590	\$ 76,902
Police Janitorial	\$ 6,075	\$ 6,348	\$ 6,634	\$ 6,933
Travel and Seminars	\$ 750	\$ 788	\$ 827	\$ 868
LEOF 1 disability insurance	\$ 17,300	\$ 17,300	\$ 17,300	\$ 17,300
Police Station Utilities	\$ 5,500	\$ 5,693	\$ 5,892	\$ 6,098
SNOPAC	\$ 60,553	\$ 62,672	\$ 64,866	\$ 67,136
Drug Task Force	\$ 966	\$ 1,000	\$ 1,035	\$ 1,071
Miscellaneous	\$ 195	\$ 205	\$ 215	\$ 226
Water	\$ 325	\$ 336	\$ 348	\$ 360
Total Ongoing City Police Expenses	\$ 159,053	\$ 164,763	\$ 170,707	\$ 176,894

Court Costs

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Professional Services - Prosec	\$ 20,000	\$ 21,000	\$ 22,050	\$ 23,153
Miscellaneous - Court Filing F	\$ 35,000	\$ 36,575	\$ 38,221	\$ 39,941
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Total Cost to City for Contract Model

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City of Sultan Police Budget	\$ 1,244,152	\$ 1,262,332	\$ 1,323,688	\$ 1,388,968
Difference Between Co. Proposal and City Budget	\$ 109,685	\$ 122,448	\$ 117,080	\$ 56,214
				\$ 1,059,925

\$ 15,19,892

County Proposal Notes

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Yr 2010 reflects a salary step increase plus a 4% COLA based on February 2007 CPI. Other costs increased by 5%

4/20/2007

B-Z
 4/24/07 Note: Revisions to yr. 2010

**Sultan Contract Cost Proposal A
2007 Detail Budget**

	City Budget	Sheriff Contract Proposal A	Sheriff w/ All Police Service Costs
001-040-521-20-100	Wages - Commissioned Personnel (1) \$ 521,916	\$ 650,771	\$ 650,771
	Wages - Noncommissioned Personnel (2) \$ 56,801	\$ -	\$ 56,801
001-040-521-20-200	Benefits - Commissioned \$ 191,619	\$ 178,478	\$ 178,478
	Benefits - Noncommissioned (2) \$ 16,758	\$ -	\$ 16,758
	Overtime \$ -	\$ 80,000	\$ 80,000
001-040-521-20-210	Benefits - Disability Insurance (3) \$ 17,300	\$ -	\$ 17,300
001-040-521-20-220	Uniforms \$ 10,000	\$ 8,100	\$ 8,100
001-040-521-20-230	Pre Employment Testing (4) \$ 5,000	\$ 13,440	\$ 13,440
001-040-521-20-310	Operating Supplies \$ 6,500	\$ -	\$ -
001-040-521-20-320	Office Supplies (5) \$ 3,500	\$ 6,500	\$ 6,500
001-040-521-20-350	Small Tools/Minor Equipment \$ 2,500	\$ -	\$ -
001-040-521-20-360	Vehicle Operation/Maintenance (1) \$ 27,000	\$ 92,837	\$ 92,837
001-040-521-20-370	Vehicle Repair \$ 6,000	\$ -	\$ -
001-040-521-20-380	Grant Programs \$ 13,000	\$ -	\$ -
001-040-521-20-410	Professional Services \$ 30,000	\$ -	\$ -
001-040-521-20-420	Communication (1) (6) \$ 14,000	\$ 39,780	\$ 39,780
001-040-521-20-430	Travel and Seminars (2) \$ 8,000	\$ -	\$ 750
001-040-521-20-450	Rentals \$ 8,500	\$ 3,840	\$ 3,840
001-040-521-20-460	Insurance \$ 21,874	\$ -	\$ -
001-040-521-20-470	Utilities \$ 5,500	\$ -	\$ 5,500
001-040-521-20-480	Repair and Maintenance \$ 4,500	\$ -	\$ -
001-040-521-20-490	Miscellaneous \$ 2,500	\$ -	\$ 100
001-040-521-20-500	Intergovernmental - SNO PAC \$ 60,553	\$ -	\$ 60,553
001-040-521-20-510	Intergovernmental - Drug Task \$ 966	\$ -	\$ 966
001-040-521-20-530	Water Service Interfund \$ 325	\$ -	\$ 325
001-040-521-20-640	Capital Outlay - Equipment (7) \$ 26,540	\$ 55,412	\$ 55,412
	\$ 1,061,152	\$ 1,129,158	\$ 1,288,211
	Credit for vehicles, equipment, startup costs and police facility	\$ (117,374)	\$ (117,374)
	Contract Costs	\$ 1,011,784	\$ 1,170,837
	Court Costs		
001-045-521-90-411	Professional Service - Court A \$ 18,000	\$ 18,000	\$ 18,000
001-045-521-90-412	Professional Services - Prosec \$ 20,000	\$ 20,000	\$ 20,000
001-045-521-90-491	Miscellaneous - Court Filing F \$ 35,000	\$ 35,000	\$ 35,000
001-045-521-90-492	Miscellaneous - Jail Fees \$ 110,000	\$ 110,000	\$ 110,000
	\$ 183,000	\$ 183,000	\$ 183,000
	Total Law Enforcement Costs	\$ 1,194,784	\$ 1,353,837
	City of Sultan total budget	\$ 1,244,152	\$ 1,244,152
	City Costs vs. Contract Proposal Costs	\$ (49,368)	\$ 109,685

Notes:

- (1) County personnel costs: uniforms (\$500/officer/year), cleaning (\$400/o/y), vehicles (\$10,762/o/y) and cellphones (\$420/o/y) have been broken out for this comparison
- (2) Non-commissioned personnel include janitor (\$6,075) and Office Manager (\$67,369)
- (3) Sultan is paying LEOF I disability insurance for retired officers
- (4) \$13,440 for first 3 years of County contract only. Start up fees are dropped in year 4
- (5) County proposal combines office, operating, and small tool supplies
- (6) Includes communication (\$36,000) and cellphones (\$420/officer/year)
- (7) Includes start up costs for new vehicle (\$41,320), start-up cost replacement fund (\$14,092)

Sultan Contract Cost Proposal B

April 22, 2007

Sultan Contract Costs		Proposed 3 Year Contract				Estimate Yr. 4	
Years 2007-2009		2007	2008	2009	2010		
FTE	Annual cost						
Personnel							
7	\$ 99,128	\$ 693,894	\$ 699,615	\$ 727,600	\$	756,704	
1	\$ 105,376	\$ 105,376	\$ 109,591	\$ 113,975	\$	118,534	
1	\$ 126,610	\$ 126,610	\$ 129,956	\$ 135,155	\$	140,561	
	<i>Subtotal</i>	\$ 925,881	\$ 939,163	\$ 976,729	\$	1,015,799	
Overtime							
		\$ 80,000	\$ 83,200	\$ 86,528	\$	89,989	
	<i>Subtotal</i>	\$ 80,000	\$ 83,200	\$ 86,528	\$	89,989	
Other Costs							
9	\$ 40,320	\$ 13,440	\$ 13,440	\$ 13,440	\$	-	
3	\$ 123,960	\$ 41,320	\$ 41,320	\$ 41,320	\$	-	
6	\$ 42,274	\$ 14,092	\$ 14,091	\$ 14,091	\$	-	
		\$ 3,840	\$ 3,840	\$ 3,840	\$	4,032	
		\$ 36,000	\$ 36,000	\$ 36,000	\$	37,800	
		\$ 6,500	\$ 6,500	\$ 6,500	\$	6,825	
	<i>Subtotal</i>	\$ 115,192	\$ 115,191	\$ 115,191	\$	118,657	
Credits							
		\$ (30,000)	\$ (30,000)	\$ (30,000)	\$	(30,000)	
		\$ (15,250)	\$ (5,083)	\$ (5,083)	\$	-	
		\$ (53,374)	\$ (17,791)	\$ (17,791)	\$	-	
		\$ (114,852)	\$ (38,284)	\$ (38,284)	\$	-	
9	\$ (78,640)	\$ (26,214)	\$ (26,213)	\$ (26,213)	\$	-	
	<i>Subtotal</i>	\$ (117,374)	\$ (117,371)	\$ (117,371)	\$	(30,000)	
Contract Grand Total by Year		\$ 1,003,699	\$ 1,020,183	\$ 1,061,077	\$	1,124,445	
		Grand Total for 3 years				\$	3,084,959

Sultan Contract Cost Proposal B

April 22, 2007

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Difference Between Co. Proposal and City Budget	\$ 101,600	\$ 114,039	\$ 108,335	\$ 121,830

County Proposal 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% COLA based on the February 2007 CPI.

Year 2009 reflects a 4% COLA based on the February 2007 CPI.

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

** One time amounts, spread over 3 years

SNOPAC and SERS 800 MHz service costs not included.

All costs subject to change prior to contract execution.

2010 cost est. are outside the contract and are intended to provide a cost est. after start-up credits are exhausted.

Sultan Contract Cost Proposal C
Sultan City Budget Driven Model

April 22, 2007

Sultan Contract Costs

Estimate Yr. 4
2010

Proposed 3 Year Contract
2007 2008 2009

	FTE	Annual cost	2007	2008	2009	2010
Personnel						
Patrol Deputy	6	\$ 99,128	\$ 594,766	\$ 599,670	\$ 623,657	\$ 648,603
Sergeant	1	\$ 113,461	\$ 113,461	\$ 116,169	\$ 120,816	\$ 125,648
Lieutenant	1	\$ 126,610	\$ 126,610	\$ 129,956	\$ 135,155	\$ 140,561
Subtotal			\$ 834,838	\$ 845,796	\$ 879,627	\$ 914,813
Overtime			\$ 70,000	\$ 72,800	\$ 75,712	\$ 78,740
Subtotal			\$ 70,000	\$ 72,800	\$ 75,712	\$ 78,740
Other Costs						
Start-up costs for comm. Personnel	8	\$ 35,840	\$ 11,947	\$ 11,947	\$ 11,946	\$ -
Start-up costs for new vehicle purchases**	2	\$ 82,640	\$ 27,547	\$ 27,547	\$ 27,546	\$ -
Start-up costs for retained vehicle replacement fund**	6	\$ 42,274	\$ 14,092	\$ 14,091	\$ 14,091	\$ -
Copy Lease Maintenance			\$ 3,840	\$ 3,840	\$ 3,840	\$ 4,032
Phones/information services			\$ 36,000	\$ 36,000	\$ 36,000	\$ 37,800
Office supplies			\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,825
Subtotal			\$ 99,926	\$ 99,925	\$ 99,923	\$ 48,657
Credits						
Credit for police facility		\$ (30,000)	\$ (30,000)	\$ (30,000)	\$ (30,000)	\$ (30,000)
Credit for office equipment**		\$ (15,250)	\$ (5,084)	\$ (5,083)	\$ (5,083)	\$ -
Credit for police equipment**		\$ (53,374)	\$ (17,792)	\$ (17,791)	\$ (17,791)	\$ -
Credit for start-up cost avoidance**		\$ (114,852)	\$ (38,284)	\$ (38,284)	\$ (38,284)	\$ -
Credit for police vehicles**	9	\$ (78,640)	\$ (26,214)	\$ (26,213)	\$ (26,213)	\$ (30,000)
Subtotal			\$ (117,374)	\$ (117,371)	\$ (117,371)	\$ (30,000)
Contract Grand Total by Year			\$ 887,390	\$ 901,150	\$ 937,891	\$ 1,012,210
					Grand Total for 3 years	
					\$ 2,726,431	

B-6

**Sultan Contract Cost Proposal C
Sultan City Budget Driven Model**

	April 22, 2007	2008	2009	2010
Other City Police Expenses (not covered by Contract):				
Police Department Office Manager	\$ 67,389	\$ 70,422	\$ 73,590	\$ 76,902
Police Janitorial	\$ 6,075	\$ 6,348	\$ 6,634	\$ 6,933
Travel and Seminars	\$ 750	\$ 788	\$ 827	\$ 868
LEOF 1 disability insurance	\$ 17,300	\$ 17,300	\$ 17,300	\$ 17,300
Police Station Utilities	\$ 5,500	\$ 5,693	\$ 5,892	\$ 6,098
SNOPAC	\$ 60,553	\$ 62,672	\$ 64,866	\$ 67,136
Drug Task Force	\$ 966	\$ 1,000	\$ 1,035	\$ 1,071
Miscellaneous	\$ 195	\$ 205	\$ 215	\$ 226
Water	\$ 325	\$ 336	\$ 348	\$ 360
Total Ongoing City Police Expenses	\$ 159,053	\$ 164,763	\$ 170,707	\$ 176,894
Court Costs				
Professional Service - Court A	\$ 18,000	\$ 18,900	\$ 19,845	\$ 20,837
Professional Services - Prosec	\$ 20,000	\$ 21,000	\$ 22,050	\$ 23,153
Miscellaneous - Court Filing F	\$ 35,000	\$ 36,575	\$ 38,221	\$ 39,941
Miscellaneous - Jail Fees	\$ 110,000	\$ 114,950	\$ 120,123	\$ 125,528
Total Court Costs	\$ 183,000	\$ 191,425	\$ 200,239	\$ 209,459
Total Cost to City for Contract Model	\$ 1,229,443	\$ 1,257,338	\$ 1,308,837	\$ 1,398,563
City of Sultan Police Budget	\$ 1,244,152	\$ 1,262,332	\$ 1,323,688	\$ 1,388,968
Difference Between Co. Proposal and City Budget	\$ (14,709)	\$ (4,994)	\$ (14,851)	\$ 9,595

County Proposal 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% COLA based on the February 2007 CPI.

Year 2009 reflects a 4% COLA based on the February 2007 CPI.

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

** One time amounts, spread over 3 years

SNOPAC and SERS 800 MHz service costs not included.

All costs subject to change prior to contract execution.

				Valuation
Laptop	4	\$ 289	\$ 1,156	Ebay 4/9/07
Maglite	8	\$ 85	\$ 680	WA State Contract
Alert Gear	1	\$ 771	\$ 771	Year 5 of 10 year useful life
Less Lethal	1	\$ 979	\$ 979	Purchase Price
Munitions	1	\$ 1,682	\$ 1,682	Purchase Price
Shotguns	5	\$ 850	\$ 4,250	Kesselring's
Rifles	5	\$ 5,700	\$ 28,500	Kesselring's
Ammunition	1	\$ 1,563	\$ 1,563	State Contract
Targets	1	\$ 403	\$ 403	Purchase Price
Tasers	8	\$ 941	\$ 7,530	No value for M26, State contract for X26
Issued Equipment	1	\$ 8,509	\$ 8,509	Half of Purchase Price
800 MHz Radios	26		\$ 56,618	Purchase Price
VHF Radios	14	\$ -	\$ -	No value
Digital Cameras	7	\$ 193	\$ 1,353	Amazon
Other Cameras	3	\$ 512	\$ 1,536	Half of Purchase Price
Night Vision	1	\$ 600	\$ 600	Half of Purchase Price
Radar/Lidar	9	\$ 517	\$ 4,650	Half of Purchase Price
Handgun	15	\$ 370	\$ 5,550	Kesselring's
Motor Gear	1	\$ 5,132	\$ 5,132	Half of Purchase Price
800 MHz Radios	4	\$ 8,344	\$ 33,376	Purchase Price
Nextel Phones	8	\$ 10	\$ 80	Sheriff's Office Volume Discount
Tint Meter	1	\$ 38	\$ 38	Half of Purchase Price
PBTs	2	\$ 210	\$ 420	Half of Purchase Price
Radar/Lidar	2	\$ 1,425	\$ 2,850	Half of Purchase Price
			\$ 168,226	

Building Inventory

Generator	\$ 15,000	FFE
Lunchroom	\$ 750	
Furniture	\$ 28,267	FFE
PCs	\$ 3,000	
Printer	\$ 1,500	
Copier	\$ 10,000	
	\$ 15,250	

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

CONFORMED COPY
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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

Sultan Contract Cost Proposal A
Sheriff's Office Recommended Model
 April 22, 2007

		Proposed 3 Year Contract			Estimate Yr. 4 2010
		2007	2008	2009	
Sultan Contract Costs					
Years 2007-2009					
	FTE	Annual cost			
Personnel					
Patrol Deputy	7	\$ 99,128	\$ 693,894	\$ 727,600	\$ 756,704
Sergeant	1	\$ 113,461	\$ 113,461	\$ 118,000	\$ 127,629
Lieutenant	1	\$ 126,610	\$ 126,610	\$ 129,956	\$ 140,561
<i>Subtotal</i>		\$	\$ 933,966	\$ 947,572	\$ 1,024,893
Overtime		\$	\$ 80,000	\$ 83,200	\$ 89,989
<i>Subtotal</i>		\$	\$ 80,000	\$ 83,200	\$ 89,989
Other Costs					
Start-up costs for comm. Personnel**	9	\$ 40,320	\$ 13,440	\$ 13,440	\$ -
Start-up costs for new vehicle purchases**	3	\$ 123,960	\$ 41,320	\$ 41,320	\$ -
Start-up costs for retained vehicle replacement fund**	6	\$ 42,274	\$ 14,092	\$ 14,091	\$ -
Copy Lease Maintenance		\$	\$ 3,840	\$ 3,840	\$ 4,032
Phones/information services		\$	\$ 36,000	\$ 36,000	\$ 37,800
Office supplies		\$	\$ 6,500	\$ 6,500	\$ 6,825
<i>Subtotal</i>		\$	\$ 115,192	\$ 115,191	\$ 48,657
Credits					
Credit for police facility		\$ (30,000)	\$ (30,000)	\$ (30,000)	\$ (30,000)
Credit for office equipment**		\$ (15,250)	\$ (5,084)	\$ (5,083)	\$ -
Credit for police equipment**		\$ (53,374)	\$ (17,792)	\$ (17,791)	\$ -
Credit for start-up cost avoidance**		\$ (114,852)	\$ (38,284)	\$ (38,284)	\$ -
Credit for police vehicles**	9	\$ (78,640)	\$ (26,214)	\$ (26,213)	\$ -
<i>Subtotal</i>		\$	\$ (117,374)	\$ (117,371)	\$ (30,000)
Contract Grand Total by Year		\$	\$ 1,011,784	\$ 1,028,592	\$ 1,133,539
				Grand Total for 3 years	\$ 3,110,198