



City of Sultan

CITY OF SULTAN NOTICE OF SPECIAL COUNCIL MEETING

There will be a special meeting of the Sultan City Council on June 21, 2007 at 6:30 PM in the Sultan Community Center at 319 Main Street, Sultan Washington.

The agenda items to be discussed included:

Executive Session: Personnel/Potential Litigation

ACTION ITEMS:

- 1) Prothman Contract for Interim Police Chief
- 2) Contract for Special Assistant to the City Attorney

Laura J. Koenig
City Clerk

SULTAN CITY COUNCIL

AGENDA ITEM COVER SHEET

ITEM NO: A - 1
DATE: June 21, 2007
SUBJECT: Contract with Prothman – Interim Police Chief

CONTACT PERSON: Deborah Knight, City Administrator *D. Knight*

ISSUE:

The issue before the City Council is to authorize the Mayor to execute a contract with Prothman for interim on-call police chief services (Attachment A).

STAFF RECOMMENDATION:

City staff recommend authorizing the Mayor to contract with Prothman for interim on-call police chief services.

The proposal is to take a management team approach to leading the police department. Mr. Richards would be appointed as interim chief and would be in Sultan approximately 12 hours a week. Officer Berg would manage the day-to-day operations of the department – scheduling, equipment maintenance, training, etc. This would provide the necessary department leadership while minimizing the expense of the Prothman contract to approximately \$3,000 per month.

Mr. Dennis Richards is available to serve the City of Sultan as interim on-call police chief. Mr. Richards has been serving local government in law enforcement management positions since 1982. He was the Chief of Police at Gig Harbor from 1987 to 1995. Since that time he has served as a city manager and department director for the cities of Fircrest, Sammamish, Battle Ground and most recently Long Beach, Washington. Attachment B is a copy of Mr. Richard's resume.

SUMMARY:

Police Chief, Fred Walser is on paid administrative leave. He resigned from the position effective August 17, 2007. The City has accepted Chief's resignation. The contract is necessary to temporarily fill the Police Chief position.

The contract is for an indeterminate length of time and is solely based on the City's needs. The City has the right to direct the Prothman Company to replace the interim police chief at any time for any reason. Hours and days of work will be coordinated between the City and interim police chief to meet the City's needs.

FISCAL IMPACT:

The hourly rate for the contract is \$56.00/hour. To help defray the cost of the interim employee's travel and lodging, the City agrees to pay \$600 per month. The City will also pay for direct costs incurred by the interim police chief for mileage, travel expenses and other similar costs at the normal City rates and in accordance with the City's cost reimbursement policies applicable to City employees.

City staff anticipates the interim police chief will work approximately 12 hours each week. The monthly rate at this level of service is approximately \$3,000/month including travel and lodging expenses.

City staff recommends paying for the contract out of a combination of utility tax revenues set aside for police vehicle replacement and, if necessary, expenditure cuts in the General Fund. Since revenues from the utility tax are used to support police vehicle replacement, this may impact the Council decision to purchase replacement vehicles.

ALTERNATIVES:

1. Contract with Prothman Company for a full-service (36 hours/week) interim police chief. The benefit to this approach is having an interim chief available on a daily basis. The drawback is the cost. The City would need to pay approximately \$9,000/month - \$27,000 over a three-month period. The City would need to cut costs in its General Fund to support a three-month contract. The other drawback may be the change in leadership in the police department. The police officers are seeking stabilization. A wholesale change in leadership may be detrimental to the department.
2. Contract with Prothman Company for an on-call (12 hours/week) interim police chief. The benefit to this approach is having the seasoned leadership available to the City as needed. It also provides a firewall between operations and administration that may be necessary as the City completes its internal investigations. The costs for contract would be reduced from \$9,000/month to \$3,000/month.

RECOMMENDED ACTION:

Authorize the Mayor to contract with Prothman for interim on-call police chief services.

x

June 20, 2007

Mr. Ben Tolson, Mayor
City of Sultan
319 Main St. Suite 200
PO Box 1199
Sultan, WA 98294

RE: Interim Police Chief

Dear Mayor Tolson:

Thank you for your confidence in the Prothman Company. Below is our standard agreement for providing interim services. Would you please sign and return a copy to our offices. Please call me if you have any questions.

Term. The term of this Agreement is on going, provided the City may terminate this agreement at any time.

Interim Police Chief. The Interim Police Chief serves at the pleasure of the City and shall perform such duties as assigned by the City. The City shall have the right to direct the Prothman Company to replace the Interim Police Chief at any time.

Employer Duties of the Prothman Company. The Prothman Company has shall provide a Prothman Company employee qualified to act as the City's Interim Police Chief during the term of the contract. The Prothman Company shall (1) pay all wages and other remuneration to its employee who is provided under this Agreement, (2) prepare and file all payroll tax returns and reports, (3) pay all amounts due and owing pursuant to the payroll tax returns and reports, (4) prepare, file, and furnish to the employee applicable employee tax forms, and (5) prepare and file, with a copy to the City, applicable employer tax forms.

Duties of the City. When applicable, the City shall provide a work place for the Interim Police Chief and maintain the work place in accordance with applicable health and working standards, notify the Prothman Company immediately of all employee injuries. and provide reimbursement to the Interim Police Chief for costs incurred as a result of performing City business such as mileage, travel expenses and other similar costs at the normal City rates and in accordance with the City's cost reimbursement policies applicable to City employees.

Hours and days are to be coordinated by the Interim Police Chief with the City and their needs.

Fees. The Interim Police Chief hourly rate is \$56.00 for each hour worked by the Interim Police Chief. This position is exempt from overtime pay. To help defray the cost of the interim employee's travel and lodging, the City agrees to pay \$600 per month. The City will also provide reimbursement to the Prothman Company for direct costs incurred by the Interim Police Chief as a result of performing City business such as mileage, travel expenses and other similar costs at the normal City rates and in accordance with the City's cost reimbursement policies

applicable to City employees. Invoices are due within forty five (45) days of receipt. Delinquent payments will be subject to a late payment charge of 12% (annual) and which will be applied to any unpaid balance owed commencing seven (7) days after the payment due date.

Finders Fee. If the City chooses to hire the Interim Police Chief as a regular City employee the City agrees to pay the Prothman Company the percentage of the starting annual salary based upon the length of the assignment with the City as represented below:

0 to 12 months	10%
after 13 months	5%

Indemnification. The Prothman Company shall indemnify, defend, and hold harmless the City for the purposes of all required payroll deductions and withholdings, legally required workers' compensation insurance and other employee benefits. The City releases and agrees to indemnify, defend, and hold harmless the Prothman Company, the employees of the Prothman Company, and personnel, directors, and officers of the Prothman Company from any and all actions, claims, damages, or injuries to persons or property, penalties, obligations or liabilities arising out of or related to the services performed by the interim employee that are under the control of the City and are within the course and scope of City employment. The Prothman Company releases and agrees to indemnify, defend, and hold harmless the City, its officers, employees and consultants, from any and all actions, claims, damages, or injuries to persons or property, penalties, obligations or liabilities arising out of or related to the acts or omissions of the interim employee that are not under the control of the City or are not within the course and scope of City employment. If the City is notified or becomes aware of any alleged improper or illegal activities by the interim employee the City shall notify the Prothman Company immediately.

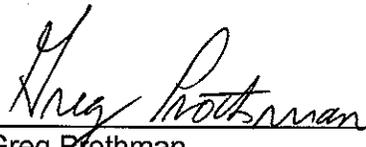
Insurance. The Prothman Company has Professional Liability Insurance with Philadelphia Indemnity Insurance Company, including Errors and Omissions, in the amount of \$1 million per claim. The Prothman Company also has a Business Owners Policy through Mutual of Enumclaw that includes an endorsement for hired and non-owned automobile liability. Additionally, the Prothman Company has a Business Services Dishonesty Policy through Travelers Insurance with liability up to \$100,000 stating that any client of ours which has contracted for the services of our employees on the client's premises is covered for loss of money or tangible property as the direct result of fraudulent or dishonest acts.

CITY OF SULTAN

PROTHMAN COMPANY

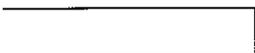
Ben Tolson
Mayor

Date



Greg Prothman
President

6/20/07
Date



DENNIS R. RICHARDS

206 Island Boulevard
Fox Island, WA 98333
home (253) 549-2227, cell (253) 226-2228

PROFESSIONAL PROFILE

An effective and dependable professional leader with over 29 years of progressively responsible management experience within Law Enforcement and City Government. A dedicated and focused administrator, supported by a Bachelor's Degree in Public Administration, with a demonstrated proficiency in human resources (hiring, training, personnel), contract negotiations, budgeting, employee and public relations, strategic planning, operations, communications, creating positive work environments, solving complex problems, and providing high morale and appropriate humor to the work place. A personable and compassionate manager whose dependable strengths and core competencies include the ability to:

- Enthusiastically **INVESTIGATE** difficult problems to produce win—win solutions
- Decisively **MANAGE** critical resources to impact the bottom line
- Effectively **TRAIN** high performing teams to add value
- Thoughtfully **ADMINISTER** high visibility program to bring order from chaos
- Proactively **RECRUIT** the best and brightest associates to make a difference

CAREER HISTORY AND ACHIEVEMENTS

Windermere real estate, Gig Harbor, WA 2004-present
Licensed agent

Self employed real estate agent currently involved in commercial and residential real estate in Washington State

Tacoma Federal Court, Tacoma, WA 2002-2004
United States Deputy Marshal

Responsible for safety and security of United States Federal Judges, building staff, and facilities

City of Battle Ground, WA 2001-2002
Operations and Administrative Services Manager

8 employees, \$5 million budget - was responsible for water, sewer, storm drainage, parks, streets, facility management

- Acquired 18-foot mower, significantly reducing maintenance time, allowing time for parks beautification.
- Replaced 22-year-old sliding garage doors, providing a safer working environment for employees.
- Improved morale in Public Works department, promoting open, honest communications with employees.
- Designed volunteer manual. The City had a need to formalize the volunteer program.
- Developed small works roster. Provide vendors a chance to bid on City projects through a formal process.
- Selected modular office building for placement at Public Works compound. Preparing to build a new City Hall. Employees needed relief from crowded space at current City Hall.

City of Sammamish, WA

2000-2001

Director of Administrative Services

30 employees, \$30 million budget

- Performed as an integral part of the management team, providing high level administrative, technical and professional support.
- Recruited and selected 29 employees for this new city
- Supervised contract services for Police
- Supervised contract services for Fire
- Supervised contract services for Municipal Court
- Provided direct control over Risk Management
- Provided direct control over Human Resources
- Provided direct control over Administrative Services
- Provided direct control over Facilities Management
- Completed Policy and Procedure Manual
- Completed Safety Manual

City of Fircrest, WA

1995-1999

City Manager

42 employees, \$14 million budget, seven department city government office. Reported to seven person City Council

- Performed high-level administrative, technical and professional work directing and supervising administration of city government. Improved communications with adjoining cities.
- Established controls and boundaries to successfully bring effective order to city functions.
- Coordinated with attorneys, city officials, and council members resulting in a new \$700,000 water well paid for by the City of Tacoma.
- Supervised, as Project Manager, the construction of a new \$1.4 million City Hall which resulted in numerous positive comments and minimum number of change orders.
- Managed City Public Works programs and administration including water, sewer, street, storm drain, electric utilities, planning, courts, finance, budgeting and building construction. Improved personnel morale citywide.

City of Gig Harbor, WA

1987-1995

Chief of Police

10 employees, \$900,000 budget law enforcement division

- Planned, directed, budgeted administrative and technical activities.
- Developed policies and procedures consistent with citywide policies and ordinances.
- Assured personnel were trained and completed tasks in a professional manner.
- Prepared special budgets in excess of \$700,000 and assured expenditures were appropriate.
- Represented the city in various capacities. Served as interim City Administrator for three months.
- Instituted Peninsula-wide Drug Abuse Resistance Education (DARE) program.
- Designed community-oriented policing bicycle program.
- Started marine patrol program.
- Revised department procedures manual.
- Established computer program to check well-being of our local senior citizens.
- Receive Rotary Club's highest award (1995) for outstanding community service.

City of Vancouver Police Department, WA

1982-1987

Patrol Division Commander

50 employees, \$10 million budget, 26 vehicle city law enforcement organization

- Supervised and coordinated patrol division of 50 personnel.

- Programmed budgeting, prepared staff reports, represented police department at meetings and served as acting Chief of Police on occasion.
- Designed patrol division to allow more efficient use of personnel.
- Provided positive leadership through period of low morale.

Commander Community Education/Training

3 employees, \$800,000 budget training office responsible for all SW Washington law enforcement agencies

- Coordinated department and satellite training.
- Planned and built physical fitness gym. Modernized indoor firing range.
- Selected as leader/developer of Crisis Intervention Team.
- Developed program for roll call training utilizing video tape.

Assistant Services Division Commander

21 employees, \$750,000 budget purchasing, property and records office

- Supervised the purchase of all uniform and equipment for department with a \$3.5 million budget.
- Managed entire criminal records bureau for the department.
- Managed police property room and Community Relations Officers.
- Developed and instituted first police department annual report for mayor and city council.
- Researched and developed physical fitness program and manual for police personnel.

EDUCATION

Bachelor's Degree

Public Administration

Evergreen State College, Vancouver, WA

Associate's Degree

Criminal Justice

Clark College, Vancouver, WA

Certificate

Management Studies

FBI National Academy, Quantico, VA

Reference provided upon request

CITY OF SULTAN

JOB CLASSIFICATION DESCRIPTION

JOB TITLE:	POLICE CHIEF
POSITION	FULL-TIME - Salaried Position
STARTING WAGE:	\$3,500 per month
SUPERVISION EXERCISED:	Office Staff, Full-time Police Officers and Reserve Police Officers
SUPERVISION RECEIVED:	Supervised by City Mayor

SUMMARY:

Under general direction of the Mayor, the Police Chief plans, directs and coordinates all aspects of the Police Department operations and administration, prepares the Department's annual operating budget, oversees investigation of major crimes, and performs a variety of public relations activities with local business and community groups and other Law Enforcement agencies.

ESSENTIAL FUNCTIONS:

- * Works with immediate staff members to establish goals and objectives for the Department or for specific programs, resolve operational and administrative issues, evaluate training and equipment needs, evaluate progress of selected investigations, and discuss special department programs.
- * Researches and issues Department Standard Operating Procedures governing police officer training and performance and Department administrative practice.
- * Meets with individuals to discuss complaints regarding police enforcement activities and individual officer conduct, and investigates or oversees the investigation of allegations.
- * Evaluates subordinate employees and oversees Department personnel practices, evaluating and taking appropriate action in response to employee grievances and disciplinary cases, in keeping with established city personnel regulations and the conditions of adopted labor agreements.
- * Reviews reports from officers. Conducts or assures appropriate investigations and follow-up investigation are completed.
- * Keep Mayor informed and consult with Mayor and City Attorney in decision making and policy making for police department activities.
- * Direct, coordinate, and personally participate in, when required by circumstances, and all department activities.

POLICE CHIEF JOB DESCRIPTION - Page 2

- * Prepare annual budget, and control and account for expenditures of the police department throughout the year.
- * Coordinate scheduling of officers to maintain public safety and patrol of the jurisdiction. Responsible for assigning routine work and/or special assignments to other department personnel.
- * Research and prepares reports for the Mayor and/or City Council as requested.
- * Perform all other duties as described in city "police officer" job description or as requested by the Mayor.

OTHER JOB FUNCTIONS:

- * Attend various community meetings and interest group meetings as requested by the Mayor or Council.
- * Make decisions & recommendations for hiring of departmental personnel.

WORKING CONDITIONS/ PHYSICAL DEMANDS:

- * Work is performed under various conditions that include, but are not limited to, working in a patrol car for up to several hours, outside in all types of weather conditions, within an office setting, intermittently sitting, standing or stooping, patrolling or supervising some outdoor activities on foot.
- * The job requires some lifting of medium to heavy loads. This job also requires motor skills and finger dexterity. This job regularly requires the person to hear, speak and see and to be able to drive in adverse or dangerous conditions. May be required to apprehend suspects by use of physical force.
- * The job also involves health risks through exposure to illegal drugs and drug paraphernalia, dangerous weapons, and life-threatening situations such as dangerous people and automobile pursuits.

MINIMUM QUALIFICATIONS AND SKILLS:

- * To perform this job successfully, an individual must be able to perform each essential job function.
- * Three years of police management, supervisory, community service and administrative experience.

POLICE CHIEF JOB DESCRIPTION - Page 3

- * Completion of two years of college, or equivalent, in a field such as law enforcement, criminal justice, police science, public administration with continuing education and training.
- * Successfully pass a background investigation, physical exam (LEOFF I standards) and psychological exam.
- * Requires a high school diploma or general equivalency diploma.
- * Ability to drive a police vehicle under various conditions including adverse weather, and/or high rates of speed.
- * Ability to deal with the public under adverse and/or dangerous conditions.
- * Ability to use typewriter, copy machine, fax machine, calculator, and other modern office equipment. Basic computer skills are required.
- * Ability to effectively communicate with the public both orally and through written communications.
- * Ability to organize, maintain, and prepare the department budget.
- * Knowledge of techniques and procedures associated with police officer survival, including use of firearms, self defense techniques, and related equipment.
- * Knowledge of first aid and life saving techniques.
- * Ability to instruct and supervise department personnel.
- * Knowledge of the techniques and procedures associated with police patrol and the provisions of police services to the general public.
- * Knowledge of generally accepted law enforcement policies, basic knowledge of the laws of the United States of America and those of the State of Washington, along with laws and codes of the municipality.

LICENSES/CERTIFICATES:

- * First Aid Certification and CPR certification
- * Mid-management Certificate from WSCJTC within three (3) years of appointment
- * Washington State Drivers License
- * Must be Bondable

SULTAN CITY COUNCIL

AGENDA ITEM COVER SHEET

ITEM NO: A - 2
DATE: June 21, 2007
SUBJECT: Contract for Special Legal Counsel
CONTACT PERSON: Deborah Knight, City Administrator

ISSUE:

The issue before the City Council is to authorize the Mayor to sign a retainer agreement with Schwimmer First LLP for special legal counsel.

The contract provides for compensation at \$250 per hour. The contract is not to exceed \$7,500 (30 hours). The contract may be amended with Council approval if additional expenditures are deemed necessary at a later date.

SUMMARY:

Due to legal issues regarding the internal investigations in the police department and potential litigation it may be in the best interest of the City to retain special legal counsel.

FISCAL IMPACT:

The legal issues and internal investigations must be paid out of the City's General Fund. City staff are preparing an overall estimate of expenses related to these issues and will be returning to City Council with a recommendation on how to cover the unanticipated costs. Staff anticipate reducing expenditures in other General Fund budgets to cover this and other legal expenses.

RECOMMENDED ACTION:

Authorize the Mayor to sign a retainer agreement with Schwimmer First LLP for special legal counsel.

COUNCIL ACTION:
DATE:

**SPECIAL COUNSEL RETAINER AGREEMENT
BETWEEN
CITY OF SULTAN AND
SCHWIMMER FIRST LLP**

I - PARTIES AND PURPOSE

The CITY OF SULTAN (hereinafter City) agrees to retain the legal services of the law firm of SCHWIMMER FIRST LLP, and said law firm (hereinafter SPECIAL COUNSEL) agrees to serve, as Special Counsel on the terms and conditions stated below.

II - PRINCIPALS

The principal contact with the City by the Special Counsel firm shall be **RAFAEL SCHWIMMER**.

III - QUALITY OF SERVICES

Special Counsel shall perform all legal services covered by this contract in a capable and efficient manner, and in accordance with the professional and ethical standards of the Washington State Bar Association.

IV - COMPENSATION

A. Basic Retainer: The City shall pay Special Counsel at a per hour rate of \$250 per hour, not to exceed \$7,500 for the following legal services provided to the City relating to issues involving Fred Walser:

1. Special Counsel at the Mayor's request has previously provided services to the City and to the City Attorneys, Weed Graafstra and Benson. Those services will be invoiced to the City through Weed, Graafstra and Benson and the City will reimburse Weed, Graafstra and Benson for the payment of those invoices.
2. To provide legal advice to the Mayor, Councilmembers, City Attorney, City Administrator and administrative heads of the various departments of the City under the direction of the City Administrator.
3. To prepare such documents and instruments as the Mayor, City Council and City Administrator may direct, to render legal advice on all

specifically requested matters.

B. Time Records. In order to determine appropriate compensation Special Counsel shall maintain accurate time records. Special Counsel shall submit to the City, on a regular monthly billing basis, an itemized statement describing the services rendered and the time billed for each service performed.

V - REIMBURSEMENT

In addition to compensation for the legal services specified above, the City shall reimburse Special Counsel for direct expenses incurred, and costs advanced, including but not limited to court costs, filing fees, recording fees, copying expenses for projects which involve more than 50 copies at any one time at cost, long distance phone calls, and the cost of travel and lodging directly related to the conduct of business in support of the City. However, ordinary law office operating expenses, such as secretarial services and copying, shall not be compensated or reimbursed.

VI - INSURANCE COVERAGE

The City shall provide insurance coverage for Special Counsel's errors and omissions, and malpractice, while acting in the capacity of Special Counsel, and shall indemnify and hold Special Counsel harmless from any and all claims brought by third parties against Special Counsel in said capacity.

VII - EFFECTIVE DATE AND DURATION

This contract shall take effect on and after June 21, 2007 and shall continue in effect until December 31, 2007 unless earlier terminated or renegotiated by either party upon 20 days' written notice.

VIII - MERGER, SEVERABILITY, WAIVER AND BINDING EFFECT

This document incorporates the entire agreement between the parties, except for the

services already provided on a sub-contract basis through Weed, Graafstra & Benson, Inc. P.S. referenced in A (1) above. If any provisions of this contract or its application to any person or circumstance is held invalid, the remainder of the contract or the application of the provision to other persons or circumstances shall not be affected. No modification or waiver of any of the terms of this contract shall be valid as between the parties unless in writing and executed with the same formality as this contract, and no waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature, no matter how made or how often recurring. This contract shall be binding upon and inure to the benefit of the parties.

DATED this _____ day of _____, 2007.

SCHWIMMER FIRST LLP

By _____
RAFAEL SCHWIMMER.

CITY OF SULTAN

By _____
BENJAMIN TOLSON, MAYOR

ATTEST:

By _____
LAURA KOENIG, INTERIM CITY CLERK