

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: A - 4

DATE: July 12, 2007

SUBJECT: Police Services Contract with Snohomish County

CONTACT PERSON: Deborah Knight, City Administrator

ISSUE:

The issue before the City Council is review of two proposed contracts from the Snohomish County Sheriff's for police services:

1. Backfill for the period of signature through December, 2008.
2. Full service for the period of September 2007 through December 2010.

STAFF RECOMMENDATION:

1. Direct the Mayor to complete negotiations on the "back-fill" contract and return to the City Council for approval to execute the contract at the Council's July 26, 2007 meeting.
2. Discuss the costs and benefits of the full-service contract and either:
 - a. Direct the Mayor to complete negotiations on the full-service contract and return to the City Council for approval to execute the contract at the earliest opportunity, or
 - b. Determine to maintain the City's in-house police department.

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.

The Sheriff's Office presented the first draft of the apples-to-apples comparison between in-house and contract services at the City Council's April 26, 2007 meeting held at the Middle School Commons. The City Council and community reviewed the comparison, asked questions regarding the underlying assumptions, and discussed the tangible and intangible costs and benefits associated with the proposal.

On May 24, 2007 the City Council directed staff to proceed with contract negotiations.

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 Walsler to resign.

DISCUSSION:

Backfill Contract

- The backfill contract is for September 2007 through December, 2008 (Attachment A).
- The backfill contract provides the City with an assigned Snohomish County Sheriff's officer with twenty-four hours notice of need.
- The City is responsible for providing follow-up investigations and criminal justice system costs.
- The County is acting as an independent contractor. Control of personnel (except for operational assignments), standards of behavior, discipline, supply and use of equipment and all other aspects of performance are governed by the County.
- **The City would pay the County overtime rate of \$78.23 as outlined in Attachment A, Exhibit 1.**
- The benefit to having the backfill contract in place is to meet unexpected staff shortages that are a result of vacant positions, long-term disability coverage, or short-term needs such as vacations or sick leave. Having this contract in place provides the safety of having two officers on duty at all times.

- This was the problem the Sultan police department experienced in 2006 and what prompted the unanticipated overtime expenditures. The City could address this problem directly by contracting with the County for on-call services at a predefined hourly rate.
- The draw back of this contract is the "fully-loaded" hourly rate for overtime (\$78.23). While the officer's regular overtime rate is \$47.82, this is more than double the hourly rate for the City's in-house police department. Use of this contract would be at the City's discretion and it would need to be used carefully during times of extreme need.
- The backfill contract is just one more tool in the City's tool box to address staffing shortages in the police department on an on-call as-needed basis.
- City staff recommend authorizing the Mayor to finalize negotiations and return to Council with the contract for approval.

Full-Service Contract

The full service contract is for the period of September 2007 through December 2010. The contract has two addendums – Addendum 1 and Addendum 1A.

Alternative "Addendum 1A" gives the City all its credits in 2007 rather than spreading them out over 36 months.

The exception is the building credit which is given each year. The advantage is the immediate police related cost savings this year which might be useful elsewhere in the City's budget. The other side of the coin however, is that the 2008-2010 costs are higher each year. The bottom line for the 40 months of the contract is that the cost is the same under either scenario.

Cost Analysis

Attachment A – Addendum 1 summarizes the cost difference between the in-house and contract models.

	2007	2008	2009	2010
Total Cost to City for Contract Model	\$ 662,684	\$ 1,343,127	\$ 1,397,449	\$ 1,395,483
City of Sultan Police Budget*	\$ 489,286	\$ 1,262,332	\$ 1,323,688	\$ 1,388,968
Difference Between Co. Proposal and City Budget	\$ 173,398	\$ 80,795	\$ 73,762	\$ 6,516

Note - 2007 Sultan Police Department Budget does not include estimated \$130,000-150,000 in anticipated budget amendment for unanticipated legal costs - See General Fund Shortfall for details.

The higher costs in the first year (2007) represent the start up costs spread over a 4 month period (September 1 – December 31).

The 2010 costs are lower as a result of uneven distribution of start up costs for personnel and equipment replacement.

Attachment A – Addendum 1A "front loads" the credits in the first year to lower the start up costs.

Total Cost to City for Contract Model	\$	429,693	\$	1,430,498	\$	1,484,820	\$	1,453,731
City of Sultan Police Budget*	\$	489,286	\$	1,262,332	\$	1,323,688	\$	1,388,968
Difference Between Co. Proposal and City Budget	\$	(59,593)	\$	168,166	\$	161,133	\$	64,763

Basic Contract Services

- The full-services contract provides the City with patrol services including reactive patrol to respond to calls for service, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce traffic codes and investigate collisions. Deputies assigned to the City would provide patrol services during their scheduled work shifts exclusively within the City limits.
- The County would provide investigative services, special services including K-9 patrol, hostage negotiations, emergency response, bomb disposal, sex offender registration, crime prevention officers, and volunteer community crime prevention.
- Support services include planning and research, accounting, payroll, media relations, fleet management, radio maintenance, internal investigations, and contract administration.

Organization

- A Sheriff's lieutenant would act as Chief of Police. The Chief would prepare budgets, schedule employees, and manage law enforcement activities.
- The Chief would respond to general law enforcement issues and priorities as identified by the Mayor.
- There would be at least one sergeant assigned to work within the City to assist the Chief of Police. The City could request additional sergeants.
- The County will provide a credit to the City of \$30,000 per year for the joint use of the Sultan police department facility in accordance with Addendum 2 – Attachment B. The building will be identified as the Sultan Police Department but will be considered a Sheriff's Office substation.

- The City will determine the form and identification of vehicles and uniforms. Uniform and vehicle markings will include a small graphic stating that law enforcement services are provided by the County.

Personnel and Equipment

- With the exception of enforcement issues and priorities, the County will control the conduct of personnel.
- The City will establish the work schedule and enforcement issues and priorities of the Chief of Police.
- The Chief will have operational control of personnel, including work scheduled, assignments, training, overtime, etc.
- The City will have the right to replace deputy and sergeant personnel, provided such request is made for reasonable cause.

Transfer of Equipment Replacement

- Equipment purchased by the County with City funds for providing services will become the City's property upon termination of the agreement.
- The City will retain any money contributed towards reserve accounts for future replacements, purchase or upgrade upon termination.

Performance

- The Sheriff or designee will meet with the City as needed and at least annually to discuss performance under the contract.

Compensation

- The City will pay the County quarterly. Costs may be adjusted by mutual agreement.
- Staffing may be adjusted with 60 days written notice.

City Responsibilities

- The City will provide special supplies, SNOPAC service, a violations bureau, a minimum of 1.0 full-time equivalent support staff (at City expense) dedicated to the police department, and maintain the police department facility.

Termination

- Either party may initiate a process to terminate the Agreement.
- Upon receiving notice to termination, the parties will complete a transition plan within 120 days. The plan will transition responsibilities from the County to the City over a period of 12 months. The transition plan will identify and address personnel, capital equipment, workload, responsibility for on-going investigation and other issues identified by the parties.

- The County will deliver to the City all equipment used to provide service to the City that was purchase either directly or through reimbursement with City funds provided the County has been fully compensated for the purchase.

Hybrid Options

A fourth alternative discussed by City staff is to contract with the Sheriff's Office for a chief and/or two or three deputies, leaving the remaining City police officers as employees of the City, provided they work under the direction of the contract chief. The Sheriff's Office didn't have time to work up that contract option given the City's deadline for the first two contracts.

The benefit to this alternative is to keep the police department under City control, while stabilizing personnel. The City would then be able to take the time necessary to hire an in-house Chief after the issues involving Chief Walser have been resolved. It would also allow sufficient time to hire police officers to fill vacant positions.

Ownership of the police department and its assets (computers, vehicles, facilities, etc.) would remain with the City.

ANALYSIS:

The City Council is at a milestone. The City Council has received enough data to direct staff on how to proceed. It is unlikely that delaying further action and/or requesting additional data will provide sufficient information to aid the Council in its decision making process.

The cost difference between the in-house budget and contract models is within the \$50,000 to \$100,000.

This is not insignificant. However, in discussions with police officers, the City's budget although over 50% of the General Fund is not adequate to provide the City with a fully funded department. There are funds needed for officer training and vehicle replacement.

The other issue facing the City is the short-fall in the General Fund. The City only collects \$750,000 in fixed revenues (property taxes and retail sales tax) this is not enough to fund the current department. The benefit to the City for having an in-house police force is the flexibility to adjust costs to match revenues. With a police contract, those costs become fixed rather than flexible. It is difficult to determine whether the City could afford the contract at the expense of all other City services.

Regardless of which alternative the City Council selects there is a real need to reevaluate whether the City can even afford the current level of service in its police department. Give the fiscal crisis in the General Fund the Council may want to consider a regional or hybrid model.

The problem with studying the issue is that constant studying is creating an unstable environment in the department and in the community.

There is a consensus that it is time for the City Council to make a decision one way or the other.

FISCAL IMPACT:

The difference between the in-house and contract models is \$334,471 over the 40 month life of the contract.

RECOMMENDED ACTION:

1. Direct the Mayor to complete negotiations on the "back-fill" contract and return to the City Council for approval to execute the contract at the Council's July 26, 2007 meeting.
2. Discuss the costs and benefits of the full-service contract and either:
 - Direct the Mayor to complete negotiations on the full-service contract and return to the City Council for approval to execute the contract at the earliest opportunity, or
 - Determine to maintain the City's in-house police department.

ATTACHMENTS:

Attachment A – On-call (Backfill) contract

Attachment B – Full-service Contract

Attachment C – Citizen comments on the proposed contract

Attachment D – Sheriff Proposal – April 122, 2007

COUNCIL ACTION:

DATE:

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

THIS AGREEMENT is entered into by and between Snohomish County, a political subdivision of the State of Washington, (the "County") and the City of Sultan, a municipal corporation of the State of Washington, (the "City").

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 ("SCSO") provides law enforcement services to the citizens of Snohomish County; and,

WHEREAS, the County has the power and legal authority to extend those law enforcement services into the geographical area of the City; and,

WHEREAS, the City has experienced personnel turnover such that adequate police coverage has become problematic; and,

WHEREAS, the City desires the temporary and intermittent assistance of the County in policing the City, including its annexation areas, until adequate numbers of City Police Officers are hired and trained; and,

WHEREAS, chapter 39.34 RCW authorizes two (2) or more public entities to contract with each other to perform functions which each may individually perform; and,

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through the SCSO, will provide law enforcement services to the City and its inhabitants; and,

WHEREAS, the County agrees to render such law enforcement services, through the SCSO;

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

A-1

1.0 COUNTY OBLIGATIONS.

The County will assign SCSO deputies to provide Patrol Services, as defined below, within the City limits, pursuant to the following:

1.1 PATROL SERVICES. Police Patrol Services shall constitute the first response for the enforcement of state law. Patrol Services shall include reactive patrol to respond to calls for service from residences and businesses, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable traffic codes and investigate minor traffic collisions. The County will render such services at the same level, degree, and type as is customarily provided by the County in the surrounding unincorporated Snohomish County.

1.2 DEPUTY ASSIGNMENT. The SCSO will assign a Lieutenant to act as the contact person for the City. The Lieutenant will assign deputies the City requests under this agreement on an as-available basis.

2.0 CITY OBLIGATIONS.

2.1 REQUESTS FOR DEPUTIES. The City will provide the assigned SCSO Lieutenant with twenty-four hours' notice of its need for Patrol Services under this agreement including the number of deputies requested, the lengths of shifts needed, and the location where the deputies should report for duty.

2.2 The City is responsible for providing follow-up investigations, maintaining all reports and related documents that the deputies produce during Patrol Services, and maintaining all evidence and property taken by the deputies during Patrol Services.

2.3 The City is responsible for criminal justice system costs incurred by the County which are directly attributable to enforcement of State law by SCSO deputies acting under the terms of this agreement within City limits. These costs include jail, prosecution, court, witness and interpreter fees and public defense.

3.0 INDEPENDENT CONTRACTOR.

The County is acting as an independent contractor hereunder. The control of personnel (except for operational assignments), standards of performance, discipline, supply and use of equipment, and all other aspects of performance shall be governed entirely by the County. All deputies providing Patrol Services under the terms of this agreement shall be, for all purposes, employees of the County.

4.0 PERFORMANCE REVIEW.

The Snohomish County Sheriff or his/her designee shall meet with the City periodically, as mutually agreeable, 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.

5.0 COMPENSATION.

5.1 CONTRACT AMOUNT. In consideration for the services provided hereunder, the City promises to pay the County monthly a sum equal to the County's overtime rate of \$78.23 multiplied by the hours worked each month by the number of deputies assigned under this agreement. The parties agree that these costs are fixed.

5.2 BILLING. The City will be billed monthly for services rendered. The payments are due within thirty (30) days after invoicing by the County. Payment shall be made to:

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

What's included in the hourly rate?
See Attachment 1

7.0 DURATION.

This agreement will become effective as soon as it is duly authorized, signed by both parties, and filed with the Snohomish County Auditor as required by RCW 39.34.040, and shall end at midnight on December 31, 2008, unless terminated earlier as provided in this Agreement. It is understood and agreed, however, that the obligations in this Agreement are contingent upon sufficient legislative appropriation made by each party in each year beyond 2007.

8.0 TERMINATION.

Either party may terminate this agreement by providing fourteen (14) days' written notice to the other party.

9.0 NOTICES.

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when delivered personally or when sent by certified or registered mail to the following:

Any notice to County shall be sent or delivered to:

Snohomish County Sheriff
County Courthouse
M/S 606, 3000 Rockefeller
Everett, WA 98201

Any notice to the City shall be sent or delivered to:

Mayor
City of Sultan
P. O. Box 257
1812 Main Street
Sultan, WA 98258

10.0 INDEMNIFICATION.

10.1 The County shall protect, save harmless, indemnify and defend the City, its elected and appointed officials, officers, employees, and agents, from any and all loss or claim for damages of any nature whatsoever resulting from negligent or willful misconduct in the performance of this agreement by the County, its elected or appointed officials, officers, employees, or agents. 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. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule, or regulation is at issue, the City shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

10.2 The City shall protect, save harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of its performance of this agreement, including claims by the City's employees or third parties, except for those damages solely

caused by the negligence or willful misconduct of the County, its elected or appointed officials, officers, employees, or agents.

11.0 AUDITS AND INSPECTIONS.

The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or the City during the term of this agreement and for a period of three (3) years after termination.

12.0 AMENDMENTS.

This agreement may be amended at any time by mutual written agreement of the parties.

13.0 CONTRACT ADMINISTRATION.

The parties shall each appoint a Contract Administrator to review performance and other issues that are not related to day-to-day operations. Each party shall provide the other party with the name of its appointed Contract Administrator. The Contract Administrators will meet periodically as needed. Either party may call additional meetings with ten (10) days' prior written notice to the other party. Any problem that cannot be resolved by the Contract Administrators shall be referred to the City Mayor and the Snohomish County Sheriff for settlement.

14.0 NO THIRD PARTY BENEFICIARY.

The County and the City agree that this agreement shall not confer third-party beneficiary status on any non-party, including the citizens of either the County or the City.

15.0 LEGAL REQUIREMENTS.

Both parties shall comply with all applicable federal, state, and local laws in performing this agreement.

16.0 VENUE.

The laws of the State of Washington shall be applicable to the construction and enforcement of this agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of

this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

17.0 ENTIRE AGREEMENT, WAIVER OF DEFAULT.

The parties agree that this agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance and the provisions of this agreement. Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this agreement unless stated to be such through written approval by the County, which shall be attached to the original agreement.

18.0 SEVERABILITY

Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this agreement shall remain in full force and effect.

In witness whereof, the parties have executed this agreement.

“CITY”

CITY of SULTAN

Mayor

DATE _____

APPROVED AS TO FORM:

City Attorney

DATE _____

“COUNTY”

SNOHOMISH COUNTY

Aaron Reardon, County Executive

DATE _____

RECOMMENDED FOR APPROVAL:

Rick Bart, Sheriff

DATE _____

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

DATE _____

REVIEWED BY RISK MANAGEMENT:

Diane Weber, Loss Control Manager

DATE _____

Top Step Deputy Hourly wage calculations: Uniformed Deputy (Step 3)
 Includes Direct costs only, no Indirect costs are included.
 Effective 4/1/06 to 3/31/2007

	yrly	Available Hours	Reg Hrly		OT Hrly
Base Salary	\$54,130	1698	\$31.88	1.5	\$47.82
	Factor				
Longevity/Education	7.00%		\$2.23	1.5	\$3.35
Shift Differential	2.00%		\$0.64	1.5	\$0.96
Specialty Pay	3.00%		\$0.96	1.5	\$1.43
Retirement *	4.87%		\$1.74	1.5	\$2.61
Social Security*	7.65%		\$2.73	1.5	\$4.10
Benefits	\$10,608	1698	\$6.25		\$6.25
Uniforms	\$500	1698	\$0.29		\$0.29
Cleaning	\$400	1698	\$0.24		\$0.24
Cell Phone	\$420	1698	\$0.25		\$0.25
Vehicle	\$10,762	1698	\$6.34		\$6.34
		Totals:	\$53.54		\$73.62

\$78.23 adjusted for 2007

* Retirement and Social Security factors are applied to the sum of:
 (Base Salary, Longevity/Education, Shift Differential, Specialty Pay, Salary Contingency).

For Example: If the Sheriff's Office were to charge out One Deputy's total available (billable) hours:

Hours	Reg rate	Total yearly costs
1698	\$53.54	\$90,905.93

AFTER RECORDING RETURN TO:

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

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

THIS AGREEMENT, entered into by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as the **COUNTY**), and the City of Sultan, 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 1, 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 1 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 2, 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 "Sultan 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 Information 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 Information 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 Sultan 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. *Other issues that may be mutually agreed upon by the parties.*

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

What is this how?

6

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 shall become property of the **CITY** upon termination of this Agreement provided; the **COUNTY** has been fully compensated. 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.

when?

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 1; provided, the costs may be adjusted in accordance with paragraph 13.0, and with the outcome of mediation 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 SNOBAC CONTRACT. To maintain its contract with SNOBAC 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 1.0 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 September 1, 2007, 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, 2010,

Uniforms?
provided by
County

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 provided; the **COUNTY** has been fully compensated. 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 SULTAN** shall be sent or delivered to:

Mayor
P. O. Box 1199/319 Main St., Suite 200
Sultan, WA 98294

11.0 INDEMNIFICATION.

11.1 **COUNTY RESPONSIBILITY.** The **COUNTY** shall protect, save harmless, indemnify and defend the **CITY**, its elected and appointed officials, officers, employees and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or **COUNTY** employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the **COUNTY** in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the **CITY**, its elected or appointed officials, officers, employees or agents.

11.2 **CITY RESPONSIBILITY.** The **CITY** shall protect, save harmless, indemnify and defend the **COUNTY**, its elected and appointed officials, officers, employees and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or **CITY** employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the **CITY** in performance of this Agreement, its elected or appointed officials, officers, employees or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the **COUNTY**, its elected or appointed officials, officers, employees or agents.

11.3 **CITY ORDINANCES.** In executing this Agreement, the **COUNTY** does not assume liability or responsibility for or in any way release the **CITY** from any liability or responsibility that arises in whole or in part from the existence or effect of **CITY** ordinances, rules or regulations. In any cause, claim, suit, action or administrative proceeding in which the enforceability and/or validity of any such **CITY** ordinance, rule

or regulation is at issue, the **CITY** shall defend on that issue at its sole expense, and if judgment is entered or damages are awarded against the **CITY**, the **COUNTY**, or both, on that issue, the **CITY** shall satisfy the same, including all chargeable costs and attorney's fees, attributable to the existence or effect of a **CITY** ordinance, rule, or regulation. In any such cause, claim, suit, or action, each party shall otherwise remain responsible for its own acts or omissions, as well as those of its elected and appointed officials, officers, employees and agents, as provided in paragraphs 11.1 and 11.2 to this Agreement.

12.0 AUDITS AND INSPECTIONS. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the **COUNTY** or the **CITY** during the term of this Agreement and for a period of three years after termination.

13.0 AMENDMENTS. This Agreement may be amended at any time by mutual written agreement of the parties that is executed and filed with the **COUNTY** Auditor as required by RCW 39.34.040.

14.0 NO THIRD PARTY BENEFICIARY. The **COUNTY** and the **CITY** agree that this Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either the **COUNTY** or the **CITY**.

15.0 LEGAL REQUIREMENTS. Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

16.0 VENUE. The laws of the State of Washington shall apply to the construction and enforcement of this agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Superior Court of Snohomish County, Everett, Washington.

17.0 WAIVER OF DEFAULT. Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the **COUNTY**, which shall be attached to the original Agreement and filed with the **COUNTY** Auditor.

18.0 DISPUTE RESOLUTION

18.1 In the event differences between the **CITY** and the **COUNTY** should arise over the terms and conditions of this Agreement, the **SHERIFF** and the Mayor, or their respective designees, shall attempt to resolve any problems on an informal basis.

18.2 If the problem cannot be resolved informally, the matter shall be referred to the Snohomish County Dispute Resolution Center for mediation.

18.3 If mediation is not successful, either party may institute legal action to enforce the terms and conditions of this Agreement. The prevailing party in any legal action shall be entitled to reasonable attorney's fees and court costs.

19.0 ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement.

20.0 SEVERABILITY CLAUSE. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

//

// negotiate maximum increase after year 3?

// no less than, no more than?

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//

In witness whereof, the parties have executed this Agreement.

SNOHOMISH COUNTY

CITY of SULTAN

Aaron Reardon, County Executive

Ben Tolson, Mayor

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

George Marsh, Deputy Prosecutor City Attorney

DATE: _____

DATE: _____

APPROVAL RECOMMENDED:

Robert R. Bart, Sheriff

DATE: _____

REVIEWED BY RISK MANAGEMENT:

APPROVED () OTHER ()

Diane Weber, Loss Control Manager

DATE: _____

Sultan Contract Cost
Sheriff's Office Recommended Model - Addendum 1
 July 12, 2007

	FTE	Annual	Proposed 3 Year Contract			
			2007	2008	2009	2010
Sultan Contract Costs						
Years 2007-2010						
Personnel						
Patrol Deputy - step 4	7	\$ 96,120	\$ 224,280	\$ 699,754	\$ 727,744	\$ 756,853
Sergeant - step 1	1	\$ 111,721	\$ 37,240	\$ 116,190	\$ 120,837	\$ 125,671
Lieutenant	1	\$ 126,515	\$ 42,172	\$ 131,576	\$ 136,839	\$ 142,312
<i>Subtotal</i>		\$	\$ 303,692	\$ 947,519	\$ 985,420	\$ 1,024,837
Overtime		\$ 40,000	\$ 13,333	\$ 41,600	\$ 43,264	\$ 44,995
<i>Subtotal</i>		\$	\$ 13,333	\$ 41,600	\$ 43,264	\$ 44,995
Other Costs						
Start-up costs for comm. Personnel**	9	\$ 31,360	\$ 4,480	\$ 13,440	\$ 13,440	\$ 8,960
Start-up costs for new vehicle purchases**	3	\$ 123,960	\$ 13,773	\$ 41,320	\$ 41,320	\$ 27,547
Start-up costs for retained vehicle replacement fund**	6	\$ 42,274	\$ 4,697	\$ 14,091	\$ 14,091	\$ 9,394
Copy Lease Maintenance		\$	\$ 1,280	\$ 3,840	\$ 3,840	\$ 3,840
Phones/information services		\$	\$ 12,000	\$ 36,000	\$ 36,000	\$ 36,000
Office supplies		\$	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500
<i>Subtotal</i>		\$	\$ 42,731	\$ 115,191	\$ 115,191	\$ 92,241
Credits *						
Credit for police facility (Annual value)		\$ (30,000)	\$ (10,000)	\$ (30,000)	\$ (30,000)	\$ (30,000)
Credit for office equipment**		\$ (15,250)	\$ (1,695)	\$ (5,083)	\$ (5,083)	\$ (3,389)
Credit for police equipment**		\$ (53,374)	\$ (5,931)	\$ (17,791)	\$ (17,791)	\$ (11,861)
Credit for start-up cost avoidance**		\$ (114,852)	\$ (12,761)	\$ (38,284)	\$ (38,284)	\$ (25,523)
Credit for police vehicles**	9	\$ (78,640)	\$ (8,738)	\$ (26,213)	\$ (26,213)	\$ (17,475)
<i>Subtotal</i>		\$	\$ (39,125)	\$ (117,371)	\$ (117,371)	\$ (88,247)
Grand Total by Year		\$	\$ 320,631	\$ 986,939	\$ 1,026,504	\$ 1,009,130
						\$ 3,343,205

4th quarter 2007
 Sept 1 - Dec. 31

* Credits Spread over life of contract

B-16

1-1

Sultan Contract Cost
Sheriff's Office Recommended Model - Addendum 1
 July 12, 2007

	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	\$ 183,000	\$ 191,425	\$ 200,239	\$ 209,459
Total Cost to City for Contract Model	\$ 662,684	\$ 1,343,127	\$ 1,397,449	\$ 1,395,483
City of Sultan Police Budget*	\$ 489,286	\$ 1,262,332	\$ 1,323,688	\$ 1,388,968
Difference Between Co. Proposal and City Budget	\$ 173,398	\$ 80,795	\$ 73,762	\$ 6,516

Note - 2007 Sultan Police Department Budget does not include estimated \$130,000-150,000 in anticipated budget amendment for unanticipated legal costs - See General Fund Shortfall for details

Sultan Contract Cost
Sheriff's Office Recommended Model - Addendum 1
July 12, 2007

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%

7/6/2007

1-3
B-18

Sultan Contract Cost
Sheriff's Office Recommended Model - Addendum 1A
 July 12, 2007

		Proposed 3 Year Contract			
		2007	2008	2009	2010
Sultan Contract Costs					
Years 2007-2010					
	FTE	Annual			
Personnel					
Patrol Deputy	7	\$ 96,120	\$ 224,280	\$ 699,754	\$ 727,744
Sergeant	1	\$ 111,721	\$ 37,240	\$ 116,190	\$ 120,837
Lieutenant	1	\$ 126,515	\$ 42,172	\$ 131,576	\$ 136,839
<i>Subtotal</i>		\$	\$ 303,692	\$ 947,519	\$ 985,420
Overtime		\$ 40,000	\$ 13,333	\$ 41,600	\$ 43,264
<i>Subtotal</i>		\$	\$ 13,333	\$ 41,600	\$ 43,264
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Start-up costs for retained vehicle replacement fund**	6	\$ 42,274	\$ 4,697	\$ 14,091	\$ 14,091
Copy Lease Maintenance		\$	\$ 1,280	\$ 3,840	\$ 3,840
Phones/information services		\$	\$ 12,000	\$ 36,000	\$ 36,000
Office supplies		\$	\$ 6,500	\$ 6,500	\$ 6,500
<i>Subtotal</i>		\$	\$ 42,731	\$ 115,191	\$ 115,191
Credits					
Credit for police facility		\$ (30,000)	\$ (10,000)	\$ (30,000)	\$ (30,000)
Credit for office equipment**		\$ (15,250)	\$ (15,250)		
Credit for police equipment**		\$ (53,374)	\$ (53,374)		
Credit for start-up cost avoidance**		\$ (114,852)	\$ (114,852)		
Credit for police vehicles**	9	\$ (78,640)	\$ (78,640)	\$ (30,000)	\$ (30,000)
<i>Subtotal</i>		\$	\$ (272,116)	\$ (30,000)	\$ (30,000)
Grand Total by Year		\$	\$ 87,640	\$ 1,074,310	\$ 1,113,875
					\$ 3,343,203

Sultan Contract Cost
Sheriff's Office Recommended Model - Addendum 1A
 July 12, 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	\$ 429,693	\$ 1,430,498	\$ 1,484,820	\$ 1,453,731
City of Sultan Police Budget*	\$ 489,286	\$ 1,262,332	\$ 1,323,688	\$ 1,388,968
Difference Between Co. Proposal and City Budget	\$ (59,593)	\$ 168,166	\$ 161,133	\$ 64,763

Note - 2007 Sultan Police Department Budget does not include estimated \$130,000-150,000 in anticipated budget amendment for unanticipated legal costs - See General Fund Shortfall for details

Sultan Contract Cost
Sheriff's Office Recommended Model - Addendum 1A
July 12, 2007

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%

7/6/2007

1A-3
B.21

ADDENDUM 2

Building Credit-Sultan Police Department Facility

Building credit is determined by the following formula:

Approximate 2445 square feet of furnished office space;

\$12.27 value per square foot per year*;

$\$12.27 \times 2445 = \$30,000$ per year credit for years 2007-2010.

* Fair market value for commercial office space as determined by a survey of Sultan area comparables.

Attachment C

Deborah Knight

From: Deborah Knight [Deborah.Knight@ci.sultan.wa.us]
Sent: Monday, July 02, 2007 9:21 AM
To: [REDACTED]
Cc: Laura Koenig; Ben Tolson; Scott Berg; Jeffrey Brand; Tom Graffstra; joannie.fadden@co.snohomish.wa.us; Deborah. Knight
Subject: RE: Question # 2

Traci,

The Snohomish County proposal includes a communications line-item for \$39,780. The proposal from the Sheriff's office includes everything needed to provide the Sultan police department with necessary connectivity. The sheriff's line-item includes network connections, phone service, IT support etc. The 2007 Sultan police budget includes \$14,000 in its communications line-item for similar services.

The proposal does not include SNOPAC which the City would continue to pay for separately and is listed as a separate line-item in the apples-to-apples comparison.

IT support has been virtually non-existent at Sultan since I started in November. The School Dist. staff is too busy to make time for the City's IT needs. The City will be requesting proposals in July from vendors for IT support. I anticipate spending \$750-\$1250/month for IT support in the future.

Deborah Knight
City of Sultan

-----Original Message-----

From: [REDACTED] [mailto:[REDACTED]]
Sent: Saturday, June 30, 2007 2:02 PM
To: deborah.knight@ci.sultan.wa.us
Subject: Question # 2

Hi Deborah

In an email titled May 29, 2007 Sultan Contract Talks you tell Ms. Fadden " we don't have an in house IT coordinator"

Where in any of the proposals would this be listed, the cost for the Snohomish County Sheriff's Dept. to network the SPD? What is that cost initially as well as on an ongoing basis? How does that compare to what we currently pay, which would appear to be not much since it is handled by The Sultan School District.

Thank you

Traci Hoenstine
[REDACTED]

See what's free at AOL.com.

Deborah Knight

From: Deborah Knight [Deborah.Knight@ci.sultan.wa.us]
Sent: Monday, July 02, 2007 8:50 AM
To: [REDACTED]
Cc: Laura Koenig; Ben Tolson; Jeffrey Brand; Scott Berg; Deborah. Knight; Tom Graafstra
Subject: RE: questions...

Traci,

I have included Laura Koenig, the Mayor, Jeff Brand, Scott Berg, and Tom Graafstra in this response.

The short answer to your first question is that the budget amendment was needed to fund unanticipated expenses for the Washington State Patrol investigation of Carole Pepperell. You can find the budget amendment documents on the city's website at:

http://www.ci.sultan.wa.us/council/2007-03-22/attachments/Budget_Amendments.pdf

Receipts from the Washington State Patrol are available upon request. You can view the expenses through March on line at:

http://www.ci.sultan.wa.us/council/2007-03-22/attachments/C3_Vouchers.pdf see page 17 of the voucher report. The voucher paid to WSP in March was \$15,958.30. Copies of all invoices are available from Laura Koenig upon request.

Mr. Brand was cc'd on the e-mail because the City's 2004 police services budget was amended by \$23,000. The actual police services budget is necessary for a true apples-to-apples comparison.

None of the money was used to fix police cars prior to assessing their trade-in values. The trade in values are based on an assessment of the vehicles done by the county's fleet maintenance department. The county regularly works on the City's police vehicles. The County has vehicle maintenance records and they used these records and their experience with the city's vehicles in calculating the police vehicle trade in values.

The \$23,000 did not require an adjustment to the Snohomish county proposal. Rather, the City's professional services budget (used to compare the county contract proposal) was increased from \$7,000 to \$30,000 (+\$23,000).

Laura will be out of the office beginning Wednesday, July 4 until Friday, July 13. We will try and get any additional questions answered before she leaves on vacation. Because we have a full-plate of things to do this week and a holiday in the middle, we may not be able to respond to you until next week.

Deborah Knight
 City of Sultan

-----Original Message-----

From: [REDACTED]
Sent: Saturday, June 30, 2007 1:53 PM
To: Deborah.knight@ci.sultan.wa.us
Subject: questions...

Dear Ms. Knight

In an email titled 2007 Budget Amendments - police services (on March 27, 2007) you state that:

"The City Council is preparing to approve a budget amendment to increase the police services budget by 23,000.00 There is some detail on page 4 of the budget amendment document"

I can't locate that page 4 in my correspondence for some reason. My questions are

- 1) what was this money used for?
- 2) would there be receipts supporting how the money was used?
- 3) why would Mr. Brand have been cc'd on this email if it only related to ongoing legal costs?
- 4) was any of this money used to fix police cars prior to assessing trade in values?
- 5) Did the money (23,000) require an adjustment to the Snohomish Contract Proposals in any way?

Thank you in advance for your time in answering my questions

Traci Hoenstine

~~XXXXXXXXXX~~

See what's free at AOL.com.

Deborah Knight

From: Deborah Knight [deborah.knight@ci.sultan.wa.us]
Sent: Wednesday, June 20, 2007 8:59 PM
To: Brand, Jeffrey; [REDACTED]; Greene, Thomas
Cc: laura.koenig@ci.sultan.wa.us; ben.tolson@ci.sultan.wa.us
Subject: Re: clarification...

Traci,

I didn't get a chance to read the earlier e-mail. The Sheriff's office has made three presentations to the City Council - the retreat presentation on February 10th, a presentation to the Council and community on March 8th, and the presentation at the Middle School commons on April 26th.

My role in the first two meetings was to coordinate with the Sheriff's office (Jeff Brand and Tom Green) to ensure they had time on the Council's agenda. I don't recall working on the presentations for the meetings in February or March, or even reviewing the presentations in advance.

For the meeting on April 26th, the sheriff's office worked up the original draft power point presentation to the City Council. You should have a copy of the original draft included in your public information request.

I went through and edited the draft power point presentation to reduce the number of words on each page and reduce the number of slides. For example, I removed some slides with comparisons between Sultan and Stanwood calls for service. I also worked with Joannie from the Sheriff's Office and Laura

Koenig, the City's Deputy Finance Director on the spreadsheets showing the apples-to-apples comparison. For example, we added in costs the City would have to continue to pay even under the sheriff's contract - such as court and jail costs. Again you should have copies of the original spreadsheets from the County included in your information request.

My own estimate of time spent editing the powerpoint presentation is probably closer to 1-2 hours maximum. I estimate the time spent on the spreadsheets is probably about the same 1- 2 hours. Laura Koenig spent more time with Joannie working on the spreadsheets. Perhaps up to 2 hours. I would need to confirm this with Laura. The mayor reviewed the spreadsheets, I can't recall if he reviewed the powerpoint. I would estimate the mayor spent maybe 1-2 hours reviewing the spreadsheets. He and I met for 30-40 minutes to review

Deborah Knight

From: [REDACTED]
Sent: Wednesday, May 30, 2007 10:35 PM
To: Deborah.Knight@ci.sultan.wa.us
Subject: concern-more detail..

Dear Deborah,

Thank you for your reply. I have some issues with what you have said and wanted to point them out as clearly as possible here. If this exercise is about cost savings, none of the estimates indicate that there is any.

The Basis for comparison are the estimates you prepared for Options A -C which clearly demonstrate that the sheriff contract costs well over \$100,000 more per year than in house police. This amount is not a slight difference.

Your revised estimate of \$20-50,000 more for the sheriff contract seems to be unrealistically lower than your original estimates. Even this reduced amount is more than a slight difference. Overtime costs must be factored as a margin of safety for any contract. \$100,00 more per year could finance an additional officer or fund the DARE drug/alcohol education program in the schools.

The estimated sheriff contract over a 4 year period costs \$480,000 more than in house police. Half a million dollars is not a slightly higher price! We have spoken to a council person from Federal Way who did not have any encouraging comments about a similar transition. Federal Way didn't save a dime because their sheriff contract started out reasonably low, then increased dramatically each year with each contract renegotiation. Unless there is a cost escalation containment clause in the sheriff contract, Sultan would be impacted the same way.

What do you mean by consensus? Please explain the use of the word consensus by you. If the police department is not broken, why destabilize it and demoralize it? We have a highly effective force, in house.

Council Woman Kristina Blair told the press that the police department exceeded their budget by \$100,000 per year since 2003 and that's a concern. Your estimated Sheriff contact runs more than \$100,000 per year than in-house police and that's a major concern. The other over time factor has to do with budget cuts that directly impacted The Sultan Police Dept. (Fewer officer's with less money to work with creates an overtime scenario. One that Kristina Blair VOTED in favor of).

The Protham Report last year found that the City's Planning/Administration Department exceeded their budget by millions and too much was spent on consultants, which still continues to be the case.

The people of this community admire their Chief of Police and his loss cannot be put in monetary terms. The dissecting of our police by council and city is morally wrong and not financially sound.

Contracting with the sheriff does not eliminate the need to provide a comp plan/code mandated level of service. The budget should be revised to allow for 11 officers for a population of 4500 and 13 officers for a population of 5000. At the present time, the city is clearly out of legal compliance and people do not want the standard lowered. **Why on earth was this contract issue ever considered when we are already out of compliance with the mandated level of police service here?** Why wouldn't this be addressed first and foremost? I believe it falls into The Councilman Boyd agenda. He isn't around much longer on council (for the sake of Sultan we hope this to be the case anyway) and time was of the essence. This is what I think drives this entire apples to apples request. Mr. Boyd had a personal agenda and he is running out of time.

I just want to say a word or two about the apples comparison, there are at least 12 species of apple out there possibly more. I think apples can be as diverse as services. Having one's own police force with local control is important to the people of Sultan, and it would be close to impossible to go back once we made the switch. How do you compare longevity? How do you compare dedication? The Sheriff's Dept is struggling to fill their

own positions right now, last I heard 25 of them. Right off the bat, the apples are not the same.

Staff is expected to be an honest broker and not a manipulator of numbers and facts. Way too much staff time has gone into this exercise. The estimates have repeatedly indicated that the sheriff proposal is not cost effective.

A proposal that is not cost effective should be dropped. In this instance it never should have been considered when the initial feed back from the people and the feed back at EVERY meeting on the subject overwhelmingly supported keeping local control of our police department. There is also that whole issue of the mandated LOS being ignored. All reasons why this nonsense should be stopped.

Thank you for your time and response.

Sincerely
Traci Hoenstine

See what's free at AOL.com.

**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
\$ 1,244,152	\$ 1,262,332	\$ 1,323,688	\$ 1,388,968
\$ 109,685	\$ 122,448	\$ 117,080	\$ 130,925

City of Sultan Police Budget

Difference Between Co. Proposal and City Budget

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%

DD

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

B
D

		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 - SNOPAC	\$ 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	\$ 1,061,152	\$ 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	\$ 1,244,152	\$ 1,194,784	\$ 1,353,837
	City of Sultan total budget	\$ 1,244,152	\$ 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 (\$67,389)
- (3) Sultan is paying LEO 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)