SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

ITEM NO: Consent C 2

DATE: July 26, 2007

SUBJECT: Police Services Contract with Snohomish County for Backfill

CONTACT PERSON: Deborah Knight, City Administrator

ISSUE:
The issue before the City Council is approval of the backfill contract from the Snohomish County Sheriff's for police services through December 2008.

STAFF RECOMMENDATION:

1. Authorize the Mayor to sign the "back-fill" contract with Snohomish County for Police services through December 2008.

BACKGROUND:
The City Council directed staff to complete the negotiations for the back-fill contract for Police services with Snohomish County during the July 12, 2007 Council meeting.

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.

RECOMMENDED ACTION:

1. Authorize the Mayor to sign the "back-fill" contract for police services with Snohomish County.

Attachment A – On-call (Backfill) contract

COUNCIL ACTION:

DATE:

On-call contract
Attachment A

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:

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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

_____ DATE_____

Mayor

APPROVED AS TO FORM:

_____ DATE _____

City Attorney

"COUNTY"

SNOHOMISH COUNTY

_____ DATE_____

Aaron Reardon, County Executive

RECOMMENDED FOR APPROVAL:

_____ DATE_____

Rick Bart, Sheriff

APPROVED AS TO FORM:

_____ DATE_____

Deputy Prosecuting Attorney

REVIEWED BY RISK MANAGEMENT:

_____ DATE_____

Diane Weber, Loss Control Manager

Exhibit. 1

Top Step Deputy Hourly wage calcuations: **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