

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

DATE: March 27, 2008

SUBJECT: Interlocal Agency Agreement with the Snohomish County Sheriff's Office - Interim Police Chief

CONTACT PERSON: Deborah Knight, City Administrator 

ISSUE:

Authorize the Mayor to extend the Interlocal Agency Agreement (Attachment A) with the Snohomish County Sheriff's Office for one (1) additional nine (9) month period, to provide interim police chief services to the City.

STAFF RECOMMENDATION:

Authorize the Mayor to extend the Interlocal Agency Agreement (ILA) with the Snohomish County Sheriff's Office for one (1) additional nine (9) month period, to provide interim police chief services to the City.

SUMMARY:

The Interlocal Agency Agreement with the Snohomish County Sheriff's Office will expire on April 30, 2008 unless the City gives the County written notice by April 1, 2008 of its intention to extend the Agreement for one additional nine month period. This will take the contract through January 2009.

Under Section 8.0 Duration - The County will charge the City \$9,524 per month beginning on May 1, 2008 if the City Council authorizes the Mayor to extend the ILA past April 30, 2008.

There is a \$580 increase in cost to the City for contracting with the Sheriff's Office over using in-house staff for the nine months of the contract (Attachment B). The City Council will need to discuss the alternatives for in-house versus contract services for the 2009 budget during budget discussions later this year.

The type and amount of operating costs will depend on the City Council's decisions regarding uniforms, police vehicles, and other operating expenses. The cost analysis assumes the interim chief will continue to use a Sultan vehicle. There will be regular operating and maintenance costs associated with the use of the Sultan vehicle. There

may be other operating costs associated with supporting the interim chief that are currently budgeted such as phone, computer, and office supplies that would be ancillary to the ILA.

Under the terms of the ILA, Snohomish County Sergeant Rick Hawkins will continue to act as the Interim Chief.

Interim Chief Hawkins will fulfill the regular duties of the police chief including police patrol services (reactive and proactive), administrative duties and ministerial assistance in employment matters. The interim chief will be responsible for basic operational control of the department of personnel including establishing work shifts, schedules and assignments in accordance with City policies and procedures.

Interim Chief Hawkins will continue to take direction from the Mayor. The Mayor shall maintain the authority to define law enforcement issues and priorities. The City will establish the interim chief's work schedule.

The ILA anticipates there will not be any transfer of equipment between the City and the County.

The City is responsible for conferring municipal police authority on the interim chief to enforce City ordinances within the city limits. The City will provide for criminal justice system services necessary to support the agreement, special supplies such as stationary, notices, forms, equipment, etc. required to carry out the duties of the interim police chief. The City must maintain its contract with SNOPAC and retain its violations bureau.

Under Section 9 – Termination Process, either party may initiate a process to terminate the agreement with thirty (30) days notice.

ALTERNATIVES:

1. Review the proposed extension of the Interlocal Agency Agreement with Snohomish County Sheriff's Office to provide an interim police chief. Authorize the Mayor to extend the ILA.
2. Review the proposed extension of the Interlocal Agency Agreement with the Snohomish County Sheriff's Office to provide an interim police chief. Direct staff to areas of concern and authorize the Mayor to extend the ILA.
3. Review the proposed extension of the Interlocal Agency Agreement with the Snohomish County Sheriff's Office to provide an interim police chief. Direct staff to areas of concern. **Do not** authorize the Mayor to extend the ILA.

A decision not to extend the ILA will require the City to appoint an in-house chief from the remaining available and qualified officers until the City is able to hire an in-house chief. The hiring process could take three to six months to complete.

FISCAL IMPACT:

A decision to extend the ILA will obligate the City for professional services, vehicle and miscellaneous expenses related to supporting a contract interim police chief through January 31, 2008. There are funds available in the 2008 budget to cover these expenses.

A decision by the City to extend the contract beyond April 30, 2008 will require determining whether the Council wants to authorize a \$9,524 per month expenditure for a contract interim chief.

RECOMMENDED ACTION:

Review the proposed extension of the Interlocal Agency Agreement with Snohomish County Sheriff's Office to provide an interim police chief. Authorize the Mayor to extend the ILA.

ATTACHMENTS:

- A – Interlocal Agency Agreement
 - B – Cost Analysis
-

COUNCIL ACTION:

DATE:

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 is entered into by and between Snohomish County, a political sub-division of the State of Washington (hereinafter referred to as the **COUNTY**), and the City of Sultan, a municipal corporation of the State of Washington (hereinafter referred to as the **CITY**).

RECITALS

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** is in the process of recruiting for a full-time police chief; and

WHEREAS, the **CITY** has made a pre-employment offer to a candidate for the position of police chief; and

WHEREAS, the **CITY** has a need to temporarily fill the position of police chief until the recruiting and hiring process is complete and a new police chief begins employment with the **CITY**; and

WHEREAS, the **CITY** desires to enter into an agreement with the **COUNTY** whereby the **COUNTY**, through the **SHERIFF**, will provide a Sheriff's Office Sergeant to serve as the **CITY'S** interim police chief until such time as the position of police chief is permanently filled; and

WHEREAS, the **COUNTY** agrees to provide a Sheriff's Office Sergeant to serve as the **CITY'S** interim police chief;

AGREEMENT

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

1.0 INTERIM CHIEF OF POLICE. After considering the advice and recommendations of the **CITY**, the **COUNTY** will designate a Sheriff's Sergeant to act as the Interim Chief of Police for the **CITY**. The Interim Chief of Police will coordinate law enforcement services delivery according to the **CITY'S** law enforcement issues and priorities, attend Council and other public meetings as required by the **CITY**, prepare budget requests, and provide administrative and ministerial assistance to the **CITY** in employment matters including but not limited to discipline, investigation, hiring, termination, compensation, and bargaining related to police department employees; provided however, that all employment related policies and determinations shall be the sole responsibility of the **CITY**.

As needed, the Interim Chief of Police shall also provide police patrol services as the first response for the enforcement of state law and city adopted municipal, criminal, and traffic codes. Police 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 **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 Interim Chief of Police are lawful. The **CITY'S** Mayor shall maintain the authority to define law enforcement issues and priorities.

2.0 MARKING OF VEHICLES AND UNIFORMS. The vehicle and uniforms of the Sergeant 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 Chief of Police's uniforms and his or her vehicle will display a small graphic stating his or her employment with the Snohomish County Sheriff's Office.

3.0 REPORTING.

3.1 NOTIFICATION TO MAYOR. The Mayor will provide the Interim Chief of Police with a list of events that are considered "significant criminal occurrences." The Interim Chief of Police will promptly notify the Mayor in the event of a significant criminal occurrence within the **CITY**.

3.2 ACTIVITY REPORTS. Each month, the **COUNTY** will provide reports to the **CITY**, through the Interim Chief of Police, on criminal and traffic activity within the **CITY** limits.

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 EMPLOYEE. The Sergeant rendering services hereunder shall be considered an employee of the COUNTY for all purposes. The COUNTY shall be responsible for all aspects of the Sergeant's employment including, but not limited to, wages, benefits, performance, discipline, and termination.

4.1.2 INTERIM CHIEF OF POLICE WORK SCHEDULE. The CITY shall establish the work schedule and enforcement issues and priorities of the Interim Chief of Police appointed pursuant to paragraph 1.0.

4.1.3 BASIC OPERATIONAL CONTROL BY INTERIM POLICE CHIEF. The Interim Chief of Police shall be responsible for basic operational control of personnel, including but not limited to establishing work shifts, schedules, and assignments. In exercising basic operational control, the Sergeant shall comply with any and all law enforcement policies and procedures of the CITY and the direction of the CITY'S Mayor. The CITY shall be responsible for all other aspects of operational control. The Sergeant shall provide administrative and ministerial assistance to the CITY in the CITY'S provision of operational control.

4.1.4 REPLACEMENT OF INTERIM POLICE CHIEF. The Interim Police Chief designated under paragraph 1.0 may be replaced in the manner described in the paragraphs which follow.

4.1.4.1 CITY REQUEST. The COUNTY will replace the Interim Police Chief 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 Interim Police Chief shall be delivered to the Sheriff personally or by certified or registered mail.

4.1.4.2 COUNTY REQUEST

A. The COUNTY may replace the Interim Police Chief designated under paragraph 1.0; provided,

1. The Sergeant currently serving as Interim Police Chief has been assigned to the CITY in that capacity for three (3) consecutive years; or
2. The Sergeant assigned to the CITY as Interim 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 Sergeant.

B. The COUNTY will provide the CITY with a minimum of sixty (60) days notice of its intent to replace the Sergeant assigned to the CITY. If replacement is a result of the Sergeant being promoted to a higher rank within the SHERIFF'S Office, the CITY may retain the person assigned beyond sixty (60)

days by paying the **COUNTY** the difference in salary and benefits between Sergeant and the higher ranking position.

C. When the Interim Police Chief is replaced pursuant to this section, the **COUNTY** will provide the replacement Sergeant to the **CITY** a minimum of two (2) weeks prior to the actual transfer in order to ensure an effective transition.

4.2 **SICK LEAVE TEMPORARY REPLACEMENT.** If the Sergeant assigned to the **CITY** is absent from duty due to illness or injury for longer than 8.2 days (the average annual sick leave usage for the LEOFF II patrol deputy work force), the **COUNTY** will provide a replacement on the first working day after the average annual sick leave period has been exceeded. The average annual usage of sick leave for the LEOFF II patrol deputy work force will be calculated in January of each year from the previous calendar year. This figure will be provided to the **CITY** with the invoice for January of each year that this Agreement is in effect.

4.3 **DISCIPLINARY TEMPORARY REPLACEMENT.** If the Sergeant assigned to the **CITY** is absent from duty due to disciplinary action for a period in excess of one (1) work day, the **COUNTY** will provide a replacement during the remaining term of the discipline.

4.4 **TEMPORARY REPLACEMENT, UNPLANNED, OR ANNUAL LEAVE.** If the Sergeant 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 Sergeant beginning on the eleventh (11th) work day until such time as the Sergeant assigned to the **CITY** is able to return to his duties as Interim Police Chief. Furthermore, the **COUNTY** will provide a replacement Sergeant beginning on the twenty-first (21st) work day in any calendar year in which the Sergeant assigned to the **CITY** takes annual leave in excess of twenty (20) work days cumulatively during the year.

4.5 **TEMPORARY REPLACEMENT, PLANNED ABSENCE.** If the Sergeant 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 Sergeant beginning on the first day of the planned absence.

4.6 **DEATH OR TOTAL DISABILITY.** In the event of the designated Sergeant's death or total disability, the **COUNTY** will provide a replacement Sergeant as soon as reasonably practicable.

4.7 **TRANSFER OF EQUIPMENT.** The **CITY** and the **COUNTY** do not anticipate Transfer of Equipment as a part of the Agreement for Interim Police Chief services. However, in the unforeseen event a Transfer of Equipment is deemed necessary, 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.

4.8 **EQUIPMENT REPLACEMENT.** The **CITY** and the **COUNTY** do not anticipate Equipment Replacement as a part of the Agreement for Interim Police Chief services. However, in the unforeseen event Equipment Replacement is deemed necessary, 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 Snohomish County Sheriff or the Sheriff's designee shall meet with the **CITY** as needed and no less than 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 services provided by the **COUNTY** as set forth herein, the **CITY** promises to pay the **COUNTY** a sum, monthly, equal to one-twelfth of the amount determined to be the **COUNTY'S** annual cost according to Addendum 1.

6.2 **BILLING.** The **CITY** will be billed in equal monthly amounts for services rendered beginning on May 1, 2008. Payments are due within 30 days after invoicing by the **COUNTY**.

Invoices shall be mailed to:

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

Payment shall be made to:

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

7.0 CITY RESPONSIBILITIES.

In support of the **COUNTY** providing the services described in Section 1 above, the **CITY** shall:

7.1 **MUNICIPAL AUTHORITY.** Confer municipal police authority on the Interim Police Chief 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).** 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.** Supply at its own cost and expense any special supplies, stationery, notices, forms, equipment, uniforms and the like where such is required by the **CITY** or must be issued in the name of the **CITY**;

7.4 **SNOPAC CONTRACT.** Maintain its contract with SNOPAC for radio communication, dispatch services, and CAD/RMS terminal assessments;

7.5 VIOLATIONS BUREAU--CITY RETAINS REVENUE. Retain its Violations Bureau and to retain revenue from traffic infractions in the same manner as it did before this Agreement was implemented; and

7.6 CITY PROVIDES CIVILIAN SUPPORT STAFF. Provide a minimum of .375 full time equivalent civilian support staff at CITY expense dedicated exclusively to the needs of the police department, as determined by the Interim Police Chief, during the term of this Agreement.

8.0 DURATION.

This Agreement will provide for services commencing on February 1, 2008, and become effective once it had 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 April 30, 2008, 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.

The CITY may extend this Agreement for one (1) additional nine (9) month period by giving the COUNTY written notice of its intention to do so no later than one (1) month before the expiration of the current term.

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 thirty (30) days' written notice to the other party.

9.2 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

City of Sultan
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, or employment related claims or causes of action, 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, its elected or appointed officials, officers, employees, or agents, in performance of this Agreement, 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, or employment related claims or causes of action, 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, its elected or appointed officials, officers, employees, or agents in performance of this Agreement, 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 (3) 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.

Executed this ____ day of _____, 2008.

“COUNTY”
SNOHOMISH COUNTY

“CITY”
CITY of SULTAN

Aaron Reardon, County Executive Carolyn Eslick, Mayor

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecutor

City Attorney

DATE: _____

DATE: _____

APPROVAL RECOMMENDED:

John Lovick, Sheriff

DATE: _____

REVIEWED BY RISK MANAGEMENT:

APPROVED () OTHER ()

Diane Weber, Loss Control Manager

DATE: _____

Addendum 1

Sultan Police Chief
Contract
February 1, 2008

Sultan Contract Costs	Years 2008-2011	FTE	Annual cost	2008	2009	2010	2011
Personnel Costs							
Sergeant	1		\$110,283	\$73,522	\$113,591	\$116,999	\$40,170
Overtime			\$4,000	\$2,667	\$4,120	\$4,244	\$1,471
Other Costs			\$-	\$-	\$-	\$-	\$-
Grand Total by Year				\$76,189	\$117,711	\$121,243	\$41,641
Monthly Invoice Total				\$9,524	\$9,809	\$10,104	\$10,410
Contract Grand Total for 36 Months							\$356,784

Notes

Personnel costs include salary, benefits and overtime

Year 2008 costs are for May through December.

Year 2011 costs are for January through April.

Years 2009-2011 reflect a 3% COLA based on the current DSA Labor Agreement.

Overtime is an estimate subject to adjustment pursuant to paragraph 13

SNOPAC and SERS 800 MHz costs not included.

All costs subject to change prior to contract execution.