

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM: D-2

DATE: March 27, 2008

SUBJECT: Interlocal Agency Agreement with the Snohomish County Sheriff's Office - Patrol Deputy Contract

CONTACT PERSON: Deborah Knight, City Administrator 

ISSUE:

Discuss the costs and benefits of negotiating a one (1) year Interlocal Agency Agreement from July 1, 2008 to June 30, 2009 with the Snohomish County Sheriff's Office for a patrol deputy.

STAFF RECOMMENDATION:

1. Discuss the proposal to use the developer contribution from Skoglund Estates to fund a one (1) year Interlocal Agency Agreement (ILA) with the Snohomish County Sheriff's Office for a patrol deputy.
2. Continue to authorize the City to recruit and hire a lateral transfer.

SUMMARY:

One of Mayor Eslick's top priorities is to improve public safety. The City received a voluntary contribution of \$46,576 in December 2007 from the Skoglund Estates Development (Attachment A) to mitigate the impacts of new development on police levels of service.

The Mayor is proposing to use these funds in combination with City revenues to hire a Snohomish County Sheriff's deputy from July 1, 2008 to June 30, 2009 to provide police services to the Sultan community.

FISCAL IMPACT:

A decision to approve the ILA will obligate the City for professional services, vehicle and miscellaneous expenses related to supporting a police officer from July 1, 2008 through June 30, 2009.

The City Council can obligate funds from the 2008 budget to cover these expenses.

2008 Cost to Add Sno. Co Officer

Snohomish County ILA \$7,500/month x 6 months	-\$45,000	Assumes July 1 start date for Sno Co. Sheriff's Officer
Skoglund Police Concurrency Payment	\$36,612	1 st year contribution per agreement
Balance for 2008	<u>\$8,388</u>	City financial obligation

The City Council will need to include approximately \$36,611 in the 2009 budget to fund the position under the terms of the proposed Agreement. The City could use a portion of the savings from the library contract to fund the patrol deputy in 2009.

2009 Cost to Add Sno. Co Officer

Snohomish County ILA \$77,625/month x 6 months	-\$46,575	Assumes July 1 start date for Sno Co. Sheriff's Officer
Skoglund Police Concurrency Payment	\$9,964	Future years contribution per agreement
Balance for 2009	<u>\$36,611</u>	City financial obligation

2008 City Budget

The City will continue to recruit a lateral police officer to fill a position approved by the City Council in the 2008 budget. The 2008 budget included \$74,756 for wages and benefits. Year-to-date expenses are approximately \$15,000 leaving approximately \$59,756 (Attachment B).

Given the lead time to hire an officer once the application process is complete, City staff are proposing to use \$23,290 of this budgeted salary for other budget purposes as described in Attachment B. If the Council approves this approach, there would be a balance of \$36,466 ($\$59,756 - \$23,290 = \$36,466$).

If the City Council authorizes the Mayor to negotiate an Agreement with the Sheriff's Office there would be \$28,078 ($\$36,466$ balance of wages/benefits available - $\$8,388$ City contribution) remaining in the 2008 budget to support wage and benefit expenses for the vacant officer position.

Sultan Police Officer 2008 Wage/Benefits	\$74,756
YTD wage and benefit expenses	-\$15,000
Budget amendment	-\$23,290
Balance for 2008	\$36,466
2008 City contribution to Agreement	-\$8,388
Available for Lateral Transfer	<u>\$28,078</u>

ANALYSIS:

The Mayor is seeking to improve public safety by putting more police officers on Sultan's streets especially on the weekends when the call volume is high. The Snohomish County Sheriff's Office can provide a patrol deputy for a minimum of one year from July 1, 2008 to June 30, 2009 under an Interlocal Agency Agreement for approximately \$7,500 per month

This position will be in addition to any Sultan patrol officer hired as a lateral transfer.

Skoglund Estates has paid \$46,576 in voluntary developer contributions to mitigate the impacts to police concurrency. \$36,612 is for the first year and \$9,964 is for future years of service. Section 2 of the Agreement requires the City to use the funds within six years of payment.

The City's obligation is approximately \$8,388 in 2008 and \$36,611 in 2009.

There are five other developers that have signed voluntary agreements to provide contributions to mitigate the impacts to police concurrency:

Steen Park	\$5,189
Cascade Breeze	\$8,648
Vodnick	\$22,749.36
AJ's Place	\$39,564
George	\$6,235

Keep in mind that the developer agreements include the following clause:

Effect of Level of Service Change. Should the City reduce or eliminate a Level of Service Requirement prior to the conveyance occurring or the cash contribution being made, Developer's obligation under this agreement shall be adjusted or eliminated consistent with the reduction or elimination of the Level of Service. If, however, a level of Service is reduced or eliminated after the conveyance occurs or the cash contribution is made, there shall be no return of the conveyed property or cash contribution.

Attachment A

**AFTER RECORDING
PLEASE RETURN TO:**

**DEVELOPER AGREEMENT
TO ESTABLISH CONCURRENCY**

This Developer Agreement to Establish Concurrency is voluntarily made between Sultan 144, LLC (hereinafter "Developer") and the City of Sultan, Washington (hereinafter "City") to establish concurrency of a preliminary plat assigned processing number FPPUD 05-005 and named Skoglund Estates Planned Unit Development/ Preliminary Plat.

WHEREAS, Chapter 16.108 Sultan Municipal Code establishes Levels of Service for certain public services and establishes a concurrency management system;

WHEREAS, under Section 16.108.060 prohibits development approval when an adopted level of services fails as a consequence of development;

WHEREAS, the City's hearing examiner has found and ruled that the City currently has a failure in its level of service for Parks;

WHEREAS, Sultan Municipal Code 16.108.060 C permits a finding of concurrency when:

C. The necessary public facilities and services are guaranteed in an enforceable development agreement to be in place concurrent with development.

WHEREAS, Developer wishes to voluntarily enter into this Developer Agreement to Establish Concurrency to aid in obtaining preliminary plat approval at this time;

NOW, THEREFORE, it is agreed between Developer and City as follows:

1. Developer commitment to satisfy impacts of development. Developer's preliminary plat proposes the creation of 47 new plus one existing single family lots(or multiple family units). City for planning purposes assigns a population of 2.7 to each lot/unit for a total population impact of 127. City has an adopted level of service for parks of 42.6 acres of parks for 1000 population. Developer's impact

requires either a contribution of public park land of 5.41 acres or a financial contribution to acquire 5.41 acres of public park land. City estimates the cost of acquiring an acre of public park land and its development to be N/A. Developer voluntarily has elected:

X a. Conveyance of land for public park. Developer agrees to convey, free and clear, and at no charge to City, at the time of final plat acceptance land for a public park consisting of 5.46 acres more or less, and legally described in Attachment A hereto;

 b. Cash Contribution. Developer agrees to the payment of for the City's use in acquiring and developing public parks. This contribution shall be divided equally among the lots/units approved and shall be paid on a lot by lot/unit by unit basis as building permits are issued.

2. City's acceptance. City agrees to accept the contributions detailed above and for any cash contributions will place them in a separate fund. Cash contributions made will be used within six (6) years of payment to City or they will be refunded to Developer. City staff agree to issue a revised concurrency determination finding concurrency based upon this agreement and to support that determination in further proceedings before the hearing examiner and any appeal of a hearing examiner determination.
3. Effect of Level of Service change. Should City reduce or eliminate a Level of Service requirement prior to the conveyance occurring or the cash contribution being made, Developer's obligation under this agreement shall be adjusted or eliminated consistent with the reduction or elimination of the Level of Service. If however, a Level of Service is reduced or eliminated after the conveyance occurs or the cash contribution has been made, there shall be no return of the conveyed property or the cash contribution. If the Level of Service is increased prior to the conveyance occurring or the cash contribution being made, Developer's obligation under this agreement shall not be increased, and Developer shall be deemed to vest under the terms of this agreement.
4. Recordation. At the option of the City, City may cause a certified copy of this agreement, or a memorandum of this agreement to be recorded with the records of the Auditor of Snohomish County.
5. Enforcement. Besides any remedy City may have to enforce the terms of this agreement in court, Developer specifically agrees that City shall have no obligation to issue a building permit unless required cash contributions are made and City shall have no obligation to accept any final plat until the required deed for conveyance of park land has been delivered with irrevocable instructions allowing its recordation.
6. Complete Agreement. This is a complete agreement and all prior discussions and agreements are merged into this agreement.

ATTACHMENT A

Legal Description

Future Tracts 976, 977, 978, 979, 980, 982, 983, 986, 987, 989, 990, 991, 992, 993, 994, 995, 996, 998, and 999 of the proposed plat of Skoglund Estates, located in the NW ¼ of Section 33, Township 28 North, Range 8 East, Willamette Meridian; Situate in the City of Sultan, County of Snohomish, State of Washington.

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2008 Salaries

Hired Staff (no contracts)		REVISED BUDGET	INCREASE DECREASE
DEPARTMENT	ORIGINAL BUDGET	BUDGET	
Legislative	\$3,720	\$3,720	\$0
1. Executive (Admin)	\$18,065	\$30,152	\$12,087
2. Finance	\$14,135	\$12,674	-\$1,461
Grants/Econ Dev	\$5,420	\$5,420	\$0
Legal Services	\$3,250	\$3,250	\$0
3. Law Enforcement	\$468,698	\$468,062	-\$636
Code Enforcement	\$18,540	\$18,540	\$0
4. Planning	\$57,590	\$66,337	\$8,747
5. Building	\$57,180	\$56,016	-\$1,164
6. Parks	\$15,000	\$13,228	-\$1,772
Total Salary	\$661,998	\$677,399	\$15,401

- Assumptions**
1. Executive: Includes the addition of the Administrative Assistant
 2. Finance: A % of the Utility Clerks wage were allocated to Law Enforcement
 3. Law Enforcement: Police Chief wages savings from unfilled position for 2 months. Includes the Police Officer in Position 6
 4. Planning: Overlap in wages for severance pay and new hire in department of approximately 6 weeks
 5. Building: Employee budget part time in the department resigned.
 6. Parks: Original budget include an estimate amount. This is actual amounts.

2008 Benefits

DEPARTMENT	ORIGINAL BUDGET	REVISED BUDGET	DIFFERENCE
Legislative	\$285	\$285	\$0
1. Executive (Admin)	\$5,140	\$9,045	\$3,905
2. Finance	\$5,180	\$4,274	-\$906
Grants/Econ Dev	\$1,480	\$1,475	-\$5
Legal Services	\$180	\$1,096	\$936
3. Law Enforcement	\$179,425	\$180,879	\$1,454
Code Enforcement	\$6,610	\$6,662	\$52
4. Planning	\$19,475	\$22,515	\$3,040
5. Building	\$15,800	\$15,328	-\$472
6. Parks	\$2,000	\$1,485	-\$515
Total Benefit	\$235,555	\$243,044	\$7,489

TOTAL SALARY AND BENEFITS \$897,153 \$920,443 \$23,290

Police Services

7. Police Chief (Sal/Ben)	\$84,920	\$85,500	\$580
8. Police Officer (Sal/Ben)	\$74,756	\$60,000	-\$14,756
	\$159,676	\$145,500	-\$14,176

7. Police Chief: Contract with Snohomish County @ \$9,500 per month
8. Police Officer: Contract with Snohomish County @ \$7,500 per month. Revised includes \$15,000 paid YTD and \$45,000 for contract

Budget

Wages/Benefits	
Expenses (from above)	-\$23,290
Savings Wages/Benefits	\$59,756 (\$74,756 salary/benefits - \$15,000 YTD costs = \$59,756)
Police Officer #6	
Balance of Funds Available	\$36,466

Cost to Add Sno. Co Officer

9. Snohomish County ILA	\$91,575
Skogland Police	
Concurrency Payment	
Recvd by City	-\$46,576
Total City Obligation	\$44,999

9. Assumes July 1 start date for Sno Co. Sheriff's Officer

3/21/2008 Total City Obligation \$44,999 City Contribution \$36,611(2008) + \$8,388 (2009)