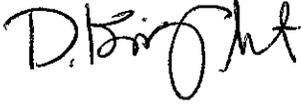


**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM: A-1

DATE: May 29, 2008

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

CONTACT PERSON: Deborah Knight, City Administrator 

ISSUE:

The issue before the City Council is to authorize the Mayor to negotiate interlocal agency agreements with:

1. The Snohomish County Sheriff's Office for a patrol deputy to back-fill the vacant lateral position.
2. The Snohomish County Sheriff's Office and Sultan School District to share the cost of a school resource office to increase police levels of service.

MAYOR'S RECOMMENDATION:

Authorize the Mayor to:

1. Negotiate 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 to fill the vacant lateral position.
2. Negotiate a one (1) year Interlocal Agency Agreement with the Sultan School District and Snohomish County Sheriff's Office to use developer contributions from Skoglund Estates to fund a school resource officer for the 2008/2009 school year.
3. Continue to recruit and hire a lateral transfer.

SUMMARY:

One of Mayor Eslick's top priorities is to improve public safety. Since February 2008, the City has been seeking to fill a vacant lateral position. The position is advertised on publicsafetytesting.com and the City's website. However, the current demand for lateral

officers far exceeds supply and the Civil Service Commission does not have an eligibility list for a selection process.

The Mayor would like to ensure the City has adequate police coverage during the weekends, especially through the summer months, to meet an increased call volume. The Mayor is also looking to partner with the Sultan School District to bring a school resource officer to the Sultan community. Currently, 32% of the calls for service are in response to the elementary, middle and high schools.

Lateral Police Officer

The City Council discussed the issue of negotiating a one year Interlocal Agency Agreement (ILA) with the Snohomish County Sheriff's Office at its March 27, 2008 meeting. A key concern for the City Council was whether the City's general fund budget could support the proposed expenditure.

City staff returned to the Council on April 24, 2008 with an overview of the year-to-date revenues and expenditures in the General Fund which is used to support police services.

At the end of the first quarter, general fund expenditures exceeded revenues by \$30,000. Staff will have the general fund balance for May 2008 available for discussion at the Council meeting on May 29, 2008.

As a result of the vacant lateral position the City has \$36,466 available to support an ILA with the Snohomish County Sheriff's Office.

School Resource Officer

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 partnership with the Sultan School District to hire a Snohomish County Sheriff's deputy as a school resource officer

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	2009	Total
Lateral Police Officer	-	-	
\$6,078/month July 1-December 31, 2008	-36,466	-63,534	\$100,000
\$10,589/month January 1-June 30, 2009			
Cost differential to meet city's budget needs			
School Resource Officer	\$36,612	\$9,964	\$46,576
Assumes _____ - start date			
Skoglund Police Concurrency Payment			

City Budget - Lateral Position

The 2008 budget included \$74,756 for wages and benefits for a sixth currently vacant patrol deputy position. 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 ($\$59,756 - \$23,290 = \$36,466$) to fund the position in 2008.

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

The City Council will need to include approximately \$63,534 in the 2009 budget to fund the lateral officer 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.

The proposal is to continue to recruit a lateral police officer to fill the patrol deputy position approved by the City Council in the 2008 budget.

City Budget - School Resource Officer

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.

There would not be a general fund expenditure if the City Council approves using developer contributions to support a school resource officer position in partnership with the Sultan School District and Snohomish County Sheriff's Office.

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.

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

ALTERNATIVES

1. **Do Not** negotiate 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 to fill the vacant lateral position.

This alternative will leave the lateral position vacant until the Civil Service Commission receives applications from qualified applicants or applicant.

The police department will continue to operate without full-service coverage through the busy summer months.

This alternative obligates the City to dedicate the salary allocation for the lateral officer to the Snohomish County patrol deputy

2. **Do Not** negotiate a one (1) year Interlocal Agency Agreement with the Sultan School District and Snohomish County Sheriff's Office to use developer contributions from Skoglund Estates to fund a school resource officer for the 2008/2009 school year.

This alternative will make it difficult for the School District to meet the demands for a school resource officer out of the District's 2008/2009 budget. The developer contribution will need to be dedicated to another use within the next six years. Current police department staff will continue to spend 32% of their time responding to School District calls for service.

RECOMMENDED ACTION:

1. Negotiate 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 to fill the vacant lateral position.
2. Negotiate a one (1) year Interlocal Agency Agreement with the Sultan School District and Snohomish County Sheriff's Office to use developer contributions from Skoglund Estates to fund a school resource officer for the 2008/2009 school year.
3. Continue to recruit and hire a lateral transfer.

ATTACHMENTS:

A – Skoglund Estates

B – Cost Analysis

COUNCIL ACTION:

DATE:

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.

7. Voluntary Agreement. Developer represents that he voluntarily and intentionally enters into this agreement to the goal of receiving preliminary plat or other development approval at this time.

DATED this _____ day of _____,

CITY OF SULTAN

By _____
BEN TOLSON, MAYOR

DEVELOPER

By *Jeffrey E. Hamilton*
CEO of SULTAN #4, LLC

Attest:

By _____
LAURA KOENIG, City Clerk

Approved as to form:

By _____
THOM H. GRAAFSTRA, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF King

I certify that I know or have satisfactory evidence that Jeffrey E. Hamilton is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 25 day of April, 2006.

Heather Ross

Notary Public State of Washington HEATHER E MCGEORGE My Appointment Expires Sep 30/2006	[Legally print name of notary] Notary Public in and for the State of Washington, residing at <u>Kirkland</u> My Commission expires: <u>9/30/2006</u>
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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.

REVISED SALARY/BENEFITS FOR 2008

Attachment B

2008 Salaries

Hired Staff (no contracts)

DEPARTMENT	ORIGINAL BUDGET	REVISED BUDGET	INCREASE DECREASE
Legislative	\$3,720	\$3,720	\$0
1. Executive (Admin)	\$18,065	\$90,152	\$12,087
2. Finance	\$14,135	\$12,874	-\$1,481
Grants/Econ Dev	\$5,420	\$5,420	\$0
Legal Services	\$3,250	\$3,250	\$0
3. Law Enforcement	\$498,698	\$498,662	-\$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	\$661,598	\$777,399	\$115,801

- Assumptions Executive: Includes the addition of the Administrative Assistant
Finance: A % of the Utility Clerks wage were allocated to Law Enforcement
- Law Enforcement: Police Chief wages savings from unfilled position for 2 months. Includes the Police Officer in Position 6
- Planning: Overlap in wages for severance pay and new hire in department of approximately 6 weeks
Building: Employee budget part time in the department resigned.
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	\$5,186	\$4,274	-\$996
Grants/Econ Dev	\$1,480	\$1,475	-\$5
Legal Services	\$160	\$1,086	\$936
Law Enforcement	\$176,423	\$180,879	\$1,454
Code Enforcement	\$5,910	\$5,662	-\$248
4. Planning	\$19,475	\$22,516	\$3,040
5. Building	\$15,800	\$15,323	-\$477
6. Parks	\$2,003	\$1,485	-\$515
Total Benefits	\$235,555	\$243,044	\$7,489

TOTAL SALARY AND BENEFITS

\$697,153 \$920,443 \$23,290

Police Services

7. Police Chief (Sal/Ben)	\$84,920	\$85,500	\$580
8. Police Officer (Sal/Ben)	\$74,798	\$80,000	-\$14,766
	\$159,676	\$145,500	-\$14,176

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

Budget

Wages/Benefits	-\$23,290
Expenses (from above)	
Savings Wages/Benefits	\$59,756 (\$74,756 salary/benefits - \$15,000 YTD costs = \$59,756)
Police Officer #6	
Balance of Funds Available	\$35,466

Cost to Add Sno. Co

Officer	\$91,575
Snohomish County ILA	
Skagitland Police	
Concurrency Payment	-\$46,576
Rec'd by City	\$44,999
3/21/2008 Total City Obligation	\$44,999

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

10 City Contribution \$36,611(2008) + \$8,388 (2009)