

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

DATE: November 13, 2008

ITEM: PH-1

SUBJECT: Regional Police Contract

CONTACT PERSON: Deborah Knight, City Administrator

ISSUE:

The issue before the Council is to hold a public hearing on the Interlocal Agency Agreement related to law enforcement services (Attachment A) proposed by the Snohomish County Sheriff's Office and pass the contract on for action.

STAFF RECOMMENDATION:

Hold a public hearing on the regional police contract proposed by the Snohomish County Sheriff's Office.

Action Item A-1 requests the Council to authorize the Mayor to sign the Interlocal Agency Agreement (ILA) related to law enforcement services with Snohomish County following the public hearing.

SUMMARY:

In reviewing the 2009 budget with the Interim Police Chief, the question came up whether the Council wanted to proceed with the current police chief contract with Snohomish County or proceed with a hiring process for an in-house chief.

This discussion prompted staff to request a cost estimate from Snohomish County for the in-house chief contract for 2009 for Council consideration.

Snohomish County also provided a regional model proposal for the City's consideration. The regional model would move the East Precinct office in Monroe to Sultan. However, the regional model has the potential of lowering police levels of service to a minimum of one officer on duty. The benefit of the regional model is the total number of staff working out of the Sultan Police Department facilities would increase from 6 FTE to 23 FTE.

The City Council discussed three police department business models (in-house chief, contract chief, and regional services contract) at its budget workshop in September.

The Mayor and Council directed staff to request the Sheriff's Office prepare a regional services contract for the Mayor and Council's consideration.

The Snohomish County Sheriff's Office presented the attached ILA proposal to the City Council on October 9, 2008. The Council directed staff to set hearings to take public comment on the proposal at the October 23, 2008 and November 13, 2008 meetings.

Consent item C-2 provides the minutes from the October 23, 2008 public hearing. Members of the community who spoke were in favor of contracting with Snohomish County for police services.

DISCUSSION:

This is a discussion of the cost differences and features proposed in the regional contract provided to the City of Sultan by the Snohomish County Sheriff's Office.

This analysis does not explore the pros and cons of an in-house versus a contract police department. The City Council and community must explore the pros and cons during the public comment process.

CONTRACT SUMMARY

City staff and the Sheriff's Office have been negotiating building lease and maintenance operating costs. As a result, the proposed regional ILA for 2009 has decreased by \$1,396 from \$839,225 to \$837,829. This is a result of adding the utilities (\$8,700), janitorial (\$3,471) and facilities maintenance (\$9,000) costs to the contract and offsetting the costs by the lease (2400 sq.ft. x \$10/square foot = \$24,000). There is an annual 3% adjustment for both operating expenses and the off-setting lease credit over the five year life of the ILA.

The ILA does not include \$78,000 for Sno Pac 911 or the City's LEOFF I responsibilities (\$21,850). Adding these costs results in a total contract of \$937,679.

In contrast, the proposed 2009 Sultan Police Services budget is currently \$1,034,572

The City's 2009 budget estimates an additional \$50,000 in support services including Civil Service Commission expenses (\$3,000) and the police vehicle replacement fund (\$43,000).

Table 1 – Regional Contract vs. In-house Department

	Regional Contract	In-house Dept	Note
Basic Services	\$837,829	\$884,722	Based on 2009 budget using contract chief model.
LEOFF I	\$21,850	\$21,850	
Sno Pac 911	\$78,000	\$78,000	
Support Services	N/A included in contract	\$50,000	Includes Civil Service Commission and Police Vehicle Replacement Fund
Total	\$937,679	1,034,572	Difference = \$96,893

BASIC LEVELS-OF-SERVICE

The regional services contract provides for 6.33 FTE or a minimum level-of-service of 1 full-time equivalent (FTE) patrol deputy on service 24/7. The City would share a lieutenant with the County. The lieutenant would manage the sergeants responsible for Sultan, Gold Bar and unincorporated areas of Snohomish County.

The City of Sultan would be assigned a sergeant to manage the master patrol deputy (MPD) and three patrol deputies (deputy sheriffs) assigned to the City. The City would add a .33 FTE detective and .50 law enforcement secretary.

Support Services: Evidence, record keeping and support services such as planning and research, labor relations, civil service, fleet management, purchasing, and internal investigations would be handled by the County as a part of the contract.

Table 2 – Personnel Costs Snohomish County Regional Contract

Years 2009-2013	FTE Count	City Share %	City FTE	2009	2010
Personnel					
Lieutenant	1.0	50%	.50	\$ 68,956	\$ 71,025
Sergeant	4.0	25%	1.0	\$ 124,886	\$ 128,633
Master Patrol Deputy (MPD)	4.0	25%	1.0	\$ 111,410	\$ 114,752
Deputy Sheriff	12.0	25%	3.0	\$ 310,221	\$ 319,527
Detective	1.0	33%	.33	\$ 34,124	\$ 35,148
Law Enforcement Secretary	1.0	50%	.50	\$ 31,088	\$ 32,021
Overtime Allocation				\$ 64,890	\$ 66,837
Total FTEs	23.0	6.33 FTE	6.33 FTE		
Personnel Subtotal				\$ 745,575	\$ 767,942

Currently, the City has a police chief, six patrol deputies (one unfilled position). The 2009 budget includes a .50 police records specialist for a total of 7.5 FTE. The proposed 2009 budget for salaries and benefits is \$813,324.

Table 3 – Personnel Costs Contract Chief

Years 2009-2013	City FTE	2009
Personnel		
Chief	1.0	\$ 120,974
Lieutenant	0	\$ 0
Sergeant	0	\$ 0
Master Patrol Deputy (MPD)	0	\$ 0
Patrol Deputy	6.0	\$ 628,670
Detective	0	\$0
Law Enforcement Secretary	.50	\$22,462
Overtime Allocation		\$41,218
Total FTEs	7.5 FTE	
Personnel Subtotal		\$ 813,324

Support Services: For 2009, evidence, record keeping and support services functions will cost the City of Sultan approximately **\$50,000** including \$3,000 for civil service and \$43,000 for vehicle replacement.

ORGANIZATION

The County will designate a Snohomish County Sheriff’s Office (SCSO) Lieutenant to act as the Chief of Police and as a liaison between the County and the City. The Lieutenant will coordinate service delivery, attend Council and other public meetings as required by the City, prepare budget requests, schedule and supervise SCSO employees as required by the contract and by his/her regular duties, maintain integrity of records and evidence, and generally manage the law enforcement activities within the City.

The County has no interest in defining law enforcement issues and priorities of importance to the City to the extent that the City’s directives hereunder are lawful. The Mayor would maintain the authority to define law enforcement issues and priorities of the City. The Lieutenant and all other personnel providing services under the contract would respond to the general law enforcement issues and priorities identified by the Mayor.

Sultan Substation (East Precinct).

The regional contract includes moving the East Precinct from Monroe (adjacent to the Evergreen Fairgrounds) to Sultan. This is perhaps the true benefit of the proposed regional contract. The City of Sultan may in-fact achieve a higher level of service since the Sultan facility will be a hub for Sky Valley law enforcement.

Negotiations on the Building Credit are complete.

Building Credit. The Sheriff's Office originally agreed to match the 2007 offer of an annual \$30,000 building credit during the 5-year term of the Agreement. This has been reduced to \$24,000 in 2009 with an annual 3% increase as described further below.

The Sheriff's Office then included the utilities (\$8,700), janitorial services (\$3,471) and facilities maintenance (\$9,000) in the contract costs **paid by the City.** The maintenance costs include a 3% annual increase over the five year life of the Agreement.

City staff suggested the City should pay 30% of the utilities and the Sheriff's Office pay 70% of utilities since the City's proportionate share of employees is approximately 30% (6.33 FTE/23 FTE = 27.5%). **The Sheriff's Office declined to negotiate on this issue.**

City staff then requested an annual 3% increase in the \$30,000 building credit to match the increase in the County's maintenance costs. **The Sheriff's Office declined to negotiate on this issue.**

The Sheriff's Office proposed starting the credit at \$24,000 (\$10/square foot) and increasing the credit annually by 3%. After carefully considering the proposal, staff recommends accepting this alternative. Although it results in an overall lower savings (higher costs) over the life of the Agreement, the benefit of establishing the annual increase for the lease during the life of the Agreement was considered more desirable.

Negotiations over the building costs and credits raised a concern about the long-term ability of the City to maintain a competitive position in future negotiations. The Council may want to discuss this issue prior to authorizing the Mayor to sign the Agreement.

If, during the term of the contract, the County desires to relocate the East Precinct outside of the geographical boundaries of the City of Sultan, the County must obtain written approval from the City.

REPORTING

The Mayor will provide the Lieutenant with a list of events that are considered significant criminal occurrences. The Lieutenant will promptly notify the Mayor in the event of a significant criminal occurrence or other major event within the City. The Mayor and the Lieutenant shall jointly develop a plan for the SCSO in order to minimize future significant occurrences. The County shall implement the plan.

The County, through the Lieutenant, will provide the City with monthly reports on criminal and traffic activity within the City limits and on law enforcement services provided and shall be available to address the City Council upon request of the Mayor.

PERSONNEL

With the exception of enforcement issues and priorities, the County will control the conduct of personnel, including standards of performance, discipline, and all other aspects of performance.

The City will have the right to require the County to replace personnel assigned to provide services under the Agreement for reasonable cause.

Equipment purchased by the City with City funds will remain with the City. Equipment purchased by the County with funds provided by the City will also remain with the City. At the termination of the agreement, reserve funds will transfer to the City.

Table 4 – Start-Up and Operating Costs

One-Time Start-up Costs*	2009	2010
Start-up costs for Deputy/Sgt/MPD	\$ 6,667	\$ 6,667
Start-up costs for vehicle & equipment	\$ 68,745	\$ 68,745
Credit for Retained Vehicles	\$ (40,958)	\$ (40,958)
Credit for retained equipment, gear Does not include credit for use of the Sultan Police Dept. facility	\$ (28,462)	\$ (28,462)
Start-up cost for retained vehicle replacement fund	\$ 13,932	\$ 13,932
Start-up cost for DIS/Phone	\$ 6,000	\$ 6,000
Start-up Costs Subtotal	\$ 25,923	\$ 25,923
Annual Operating Costs		
Contract Administration Services	\$ 996	\$ 1,026
Phones/PCs/Information Services	\$ 34,787	\$ 35,831
Evidence Facility Services**	\$ 5,550	\$ 5,717
Records Management Services**	\$ 14,012	\$ 14,433
Training	\$ 2,885	\$ 2,972
Operational Supplies	\$ 9,495	\$ 9,780
Annual Operating Cost Subtotal	\$ 67,726	\$ 69,758

RESPONSIBILITIES OF THE CITY

The City must confer municipal police authority on County deputies to enforce City ordinances within City boundaries, for the purposes of carrying out the agreement.

The City will continue to supply any special supplies, stationery, notices, forms used to communicate with the public including ticket books. The approximate cost for office supplies in the 2009 proposed budget is \$3,000.

The City must maintain an agreement with Snohomish County and Snohomish County Emergency Radio System (SERS) for use of the 800 MHz Trunked Radio System. The budget for Sno Pac 911 for 2009 is \$78,000.

The City will retain its Violations Bureau and to retain revenue from traffic infractions in the same manner as it did before law enforcement services were provided by the County. The Violations Bureau is estimated to generate approximately \$72,000 in revenues in 2009.

The City will retain revenues for copies of reports and police services such as concealed pistol licenses issues on behalf of the City of Sultan.

DURATION

The term of the contract would tentatively begin on January 1, 2009 and will end at midnight on December 31, 2013, unless terminated earlier as provided in the contract. It is understood and agreed, however, that the obligations in the contract are contingent upon sufficient legislative appropriation made by each party in each year beyond 2008.

TERMINATION PROCESS.

Either party may initiate a process to terminate upon written notice to the other party.

Upon receipt of notice, the parties would start work on a transition plan providing for an orderly transition of responsibilities from the County to the City over a minimum time frame of twelve (12) months.

ANALYSIS:

This is the City's first opportunity to review a regional contract proposal. The Mayor and Council will want to carefully analyze the costs and benefits of transitioning to a contract model for police services. An important part of the Mayor and Council deliberations will be input received from the Sultan community. In the past, community concerns have outweighed potential cost savings.

City Staff strongly recommend the Mayor and Council seek input from the community in the form of one or more public hearings. Although the contract anticipates a January 1,

2009 start date beginning after January 1, 2009 in order to deliberately consider the terms and conditions of a contract makes good fiscal and organizational sense.

STAFF RECOMMENDATION:

Hold a public hearing on the regional police contract proposed by the Snohomish County Sheriff's Office.

Action Item A-1 requests the Council to authorize the Mayor to sign the Interlocal Agency Agreement (ILA) related to law enforcement services with Snohomish County following the public hearing.

ATTACHMENTS

A – Proposed Regional Services Contract

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 desires that the County extend its law enforcement services into the geographical area of the City; and

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through the SCSO, will extend its law enforcement services into the geographical boundaries of the City, and the City will compensate the County for the equitable share of extending such law enforcement services into the City; and

WHEREAS, the County agrees to extend such law enforcement services into the geographical boundaries 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

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

1.0 BASE LEVEL SERVICES.

The County will provide the law enforcement services described in paragraphs 1.1 through 1.6 within the geographical boundaries of the City. Unless otherwise stated in this agreement, the County will render such services at the same level, degree, and type as is customarily provided by the County in the unincorporated areas of Snohomish County surrounding the geographical boundaries of the City.

1.1 PATROL SERVICES. The County will provide at least one deputy per shift to provide Police Patrol Services exclusively within the geographical boundaries of the City as the first response for the enforcement of state law as well as enforcement of municipal, criminal, and traffic codes adopted by the City. 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. The personnel providing services pursuant to this agreement will provide patrol services ~~to the City~~ during their scheduled work shifts exclusively within the City limits, provided that they may be directed to duties outside the City in cases of emergency.

1.2 INVESTIGATIVE SERVICES. The County will provide Investigative Services consisting of criminal investigations by detectives assigned to patrol precincts to investigate crimes, such as burglary and auto theft, and by detectives assigned to the Investigations Division to investigate crimes such as homicide, drug offenses, special assaults, fraud, and reports, such as missing persons, vice, child abuse, and major accidents. 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 K-9 patrol, hostage negotiations, Special Weapons and Response Team (“SWAT”), bomb disposal, sex offender registration, dive team, reserve deputy support, volunteer, and community crime prevention.

1.4 SUPPORT SERVICES. The County will provide law enforcement Support Services that includes planning and research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, records, internal investigations, contract administration, technical assistance in drafting, submitting, and administering grant applications and contracts, and precinct support. ~~Support services shall also include submitting applications and documentation for available law enforcement related grants upon the request of the Mayor in accordance with section 2.1.~~

1.5 RECORDS. The County will perform required data entry into the RMS and Justice system ~~and shall maintain records in the Sultan Substation.~~

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 SCSO investigations occurring in the unincorporated portions of the County.

2.0 ORGANIZATION.

The County will provide the services identified in Section 1.0 and extend its law enforcement services into the geographical boundaries of the City through the following organization:

2.1 PERSONNEL. After considering the advice and recommendations of the City, ~~t~~The County will designate a SCSO Lieutenant (the “Lieutenant”) to act as the Chief of Police and as a liaison between the County and the City. The Lieutenant will coordinate service

delivery, attend Council and other public meetings as required by the City, prepare budget requests, schedule and supervise SCSO employees as required by this Agreement and by his/her regular duties, maintain integrity of records and evidence, and generally manage the law enforcement activities within the City. The County has no interest in defining law enforcement issues and priorities of importance to the City to the extent that the City's directives hereunder are lawful. The City's Mayor (the "Mayor") shall maintain the authority to define law enforcement issues and priorities of the City. The Lieutenant and all other personnel providing services under this Agreement will respond to the general law enforcement issues and priorities identified by the Mayor.

In addition to the Lieutenant, the County will ~~direct designate~~ four (4) full-time dedicated SCSO fully commissioned deputies to patrol the City and to provide the services identified in Section 1.0 within the geographical boundaries of the City.

2.2 ~~SULTAN SUBSTATION EAST PRECINCT.~~ The City will provide office space at _____ (enter address here) _____ to all SCSO employees providing services under this Agreement. This location will be referred to as the SCSO ~~Sultan East Precinct Substation (Substation).~~ Additionally, SCSO personnel not providing services under this agreement may also use said ~~Substation space.~~ If, during the term of this Agreement, the County desires to relocate the Substation East Precinct outside of the jurisdictional geographical boundaries of the City of Sultan, the County shall obtain the written approval of the City, which approval shall not be unreasonably withheld. Additionally, any such relocation of the Substation may result in amendments to the amount of services paid by the City to the County. Failure to receive City approval may result in contract termination at the discretion of the City.

2.3 MARKING OF VEHICLES AND UNIFORMS. The vehicles and uniforms of the full-time deputies providing services under this agreement may display identification of the City and/or region. The Snohomish County Sheriff will determine the form of the identification after consulting with the Mayor.

2.4 ASSIGNMENT OF PERSONNEL. All full-time employees providing services under this Agreement shall be so assigned for a period of at least three (3) years, unless reassigned due to promotion, transfer to a full-time specialty assignment such as investigations, or at the request of the City.

3.0 REPORTING.

3.1 REPORTING DISTRICTS. The County will maintain reporting districts that are coterminous with the City's boundaries to enable accurate data collection on criminal and traffic activity and on dispatched calls for service.

3.2 SIGNIFICANT OCCURRENCE. The Mayor will provide the Lieutenant with a list of events that are considered significant criminal occurrences. The Lieutenant will promptly notify the Mayor in the event of a significant criminal occurrence or other major event within the City. The Mayor and the Lieutenant shall jointly develop a plan for the SCSO in order to

minimize future significant occurrences. The County shall ~~provide necessary resources to~~ implement said plan.

3.3 ACTIVITY REPORTS. The County, through the Lieutenant, will provide the City with quarterly-monthly reports on criminal and traffic activity within the City limits and on law enforcement services provided and shall be available to address the City Council upon request of the Mayor. Services provided shall be grouped by major category of service as listed in Section 1.0 above.

3.4 MEDIA RELEASES. The SCSO Public Information Officer (the "PIO") will prepare news releases concerning major crime investigations conducted by the SCSO and will send a copy to the Lieutenant and the Mayor or the Mayor's designee for approval before its release. The Lieutenant or the Lieutenant and the SCSO PIO will prepare media releases concerning law enforcement activities performed by the 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 prepared jointly by the Lieutenant and the PIO and provided to the Mayor or the Mayor's designee for approval 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, or if not possible, concurrent with the 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. Notwithstanding the foregoing, the City shall have the right to require the County to replace personnel assigned to provide services under this Agreement for reasonable cause. For purposes of this section "reasonable cause" shall mean reasonable cause under the County's personnel policies and shall include 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; and an inability or unwillingness to perform law enforcement duties required by the City that are not normally performed by the County in unincorporated Snohomish County.

4.1.3 CITY RIGHT TO REQUEST REPLACEMENT OF PERSONNEL. The CITY shall have the right to require the COUNTY to replace COUNTY 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 except to the extent such duties required by the City are in conflict with law or SCSO policies and procedures.

~~Notwithstanding the foregoing, the City shall have the right to require the County to replace personnel assigned to provide services under this Agreement for reasonable cause. For purposes of this section “reasonable cause” shall mean reasonable cause under the County’s personnel policies and shall include 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; and an inability or unwillingness to perform law enforcement duties required by the City that are not normally performed by the County in unincorporated Snohomish County.~~

4.1.3-4 OPERATIONAL CONTROL BY LIEUTENANT. 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 Snohomish County Sheriff through the Lieutenant. Notwithstanding the terms and conditions contained in this agreement, such operational control shall be consistent with provisions contained in the SCSO’s Manual of Policy and Procedures. ~~Prior to amending or altering the current SCSO Manual of Policy and Procedures the County shall provide written notice to the City of its intent to amend or alter the same. If the City determines that the amendment or alteration will change the level of services contracted for under this Agreement by reducing the same the City can request an amendment to the terms and conditions of this Agreement. If the parties fail to negotiate an amendment, the City may terminate this Agreement.~~ Add - The Lieutenant shall advise the City at the earliest opportunity of changes to the policies and procedures manual which may affect levels-of-service.

4.2 The minimum staffing under this agreement shall be one (1) deputy on duty, twenty-four (24) hours per day, within the city limits of Sultan.

4.3 Equipment purchased by the County with funds provided by the City for the purpose of providing services under this agreement or any predecessor agreement and any money contributed towards reserve accounts for future replacement, purchase, or upgrade of this equipment shall be disposed of pursuant to Section 9.4.

4.4 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 County shall provide the City with a list of Capital equipment covered by this section and shall update the list annually.

5.0 PERFORMANCE REVIEW SCHEDULE.

The Snohomish County Sheriff or his/her designee shall meet with the City in March and September of each year, or sooner if required under section 15.0, to discuss performance under this agreement. The Snohomish County Sheriff or his/her designee will provide summaries of activity and budget updates at these meetings. The City shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications. Notwithstanding the foregoing, the City may identify performance issues and request modifications, staffing changes and/or adjustments at anytime. The County will respond to any such written requests for modifications within 14 days of receipt of the same.

6.0 COMPENSATION-BASE LEVEL SERVICES.

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 quarterly sum equal to one-quarter of the yearly cost determined according to ~~Addendum 1~~ Exhibit A, which is attached hereto and incorporated herein by reference; ~~provided however, that in the event direct costs to the County to provide such services increase by a rate that is more than one percent (1%) over the amount of anticipated inflation as indicated in Exhibit 1, the parties agree that costs for the remainder of the term of this agreement shall be renegotiated based on actual direct costs...~~ In the event direct costs to the County to provide such services increase by a rate that is more than one percent (1%) over the amount of anticipated inflation as indicated in Addendum 1, the parties agree that the costs for the remainder of the term of this agreement shall be renegotiated based on actual direct costs taking into account the actual benefits to the County of the use of the substation if those benefits exceed the previously established rent.

6.2 BILLING. The County will bill the City in equal quarterly amounts 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

6.3 CREDIT FOR SULTAN SUBSTATION EAST PRECINCT. The County will provide a credit to the City for use of the Sultan Substation office space provided pursuant to Section 2.2 by SCSO personnel not providing services under this agreement. ~~Addendum 2, which is attached hereto and incorporated herein by reference, establishes the method of calculating the square footage credit and the method of determining the current "per foot" fair market value.~~

7.0 CITY RESPONSIBILITIES.

In support of the County providing the services described in Section 1.0 above, the City promises:

7.1 To hereby confer municipal police authority on such County deputies as might be engaged in enforcing City ordinances within City boundaries, for the purposes of carrying out this agreement.

7.2 To supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.

7.3 To maintain an agreement with Snohomish County and Snohomish County Emergency Radio System (SERS) for use of the 800 MHz Trunked Radio System.

7.4 To retain its Violations Bureau and to retain revenue from traffic infractions in the same manner as it did before law enforcement services were provided by the County. (note – covers district court revenues)

~~—————7.5———To retain revenues for copies of reports and police services such as concealed pistol licenses issues on behalf of the City of Sultan.~~

~~To retain revenues from the District Court for tickets issued on behalf of the City of Sultan~~

7.5 To make the former Sultan Police Department's space available, pursuant to Section 2.2.

~~To make the former Sultan Police Department's space available, pursuant to Section 2.2.~~

8.0 DURATION.

The term of this Agreement shall begin on January 1, 2009, or as soon thereafter 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, 2013, 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 2008.

9.0 TERMINATION PROCESS.

Either party may initiate a process to terminate this agreement as follows:

9.1 The party desiring to terminate this agreement shall provide written notice to the other party.

9.2 Upon receipt of such notice, the parties agree to commence work on, and to complete within one hundred twenty (120) days from the date of such notice, a transition plan

providing for an orderly transition of responsibilities from the County to the City over a minimum time frame of twelve (12) months; PROVIDED, that 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, facility restoration to a functional stand alone police department and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.

9.3 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. The transfer of responsibilities from the County to the City shall take place on January 1 of the year immediately following the planning year specified in paragraph 9.2 above, unless a different year is specified in the transition plan or is necessary due to lack of legislative appropriation.

9.4 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. The County shall also deliver to the City any funds in the Equipment Rental and Revolving (ER&R) or other reserve accounts accumulated for future vehicle or equipment purchases on behalf of the City.

10.0 DISPUTE RESOLUTION.

10.1 In the event differences between the City and the County should arise over the terms and conditions of this Agreement, the Snohomish County Sheriff and the Mayor, or their representative designees, shall attempt to resolve any problems on an informal basis.

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

10.3 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.

11.0 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, and if to be given to the County shall be sent or delivered to:

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

And if to be given to the City shall be sent or delivered to:

Mayor
City of Sultan
PO Box 1199
319 Main Street
Sultan, WA 98294-1199

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12.0 INDEMNIFICATION.

12.1 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.

12.2 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 the 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.

12.3 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 12.1 and 12.2 to this agreement.

13.0 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.

14.0 AMENDMENTS.

This Agreement may be amended at any time by mutual written agreement of the parties executed with the same formalities as are required to execute this agreement.

15.0 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 in March and September of each year as described in section 5.0. 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 County Sheriff for settlement.

16.0 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.

17.0 LEGAL REQUIREMENTS.

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

18.0 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.

19.0 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.

20.0 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_____

“COUNTY”

SNOHOMISH COUNTY

_____ DATE_____

County Executive, Aaron Reardon

RECOMMENDED FOR APPROVAL

_____ DATE_____

Sheriff John Lovick

APPROVED AS TO FORM

_____ DATE_____

Deputy Prosecuting Attorney

REVIEWED BY RISK MANAGEMENT

_____ DATE_____

Diane Weber, Loss Control Manager

ADDENDUM Exhibit 1A

Contract Amount

Years 2009-2013	2009	2010	2011	2012	2013
Personnel					
Lieutenant	\$ 68,956	\$ 71,025	\$ 73,155	\$ 75,350	\$ 77,611
Sergeant	\$ 124,886	\$ 128,633	\$ 132,492	\$ 136,467	\$ 140,561
Master Patrol Deputy (MPD)	\$ 111,410	\$ 114,752	\$ 118,195	\$ 121,741	\$ 125,393
Deputy Sheriff	\$ 310,221	\$ 319,527	\$ 329,113	\$ 338,986	\$ 349,156
Detective	\$ 34,124	\$ 35,148	\$ 36,202	\$ 37,289	\$ 38,407
Law Enforcement Secretary	\$ 31,088	\$ 32,021	\$ 32,981	\$ 33,971	\$ 34,990
Overtime Allocation	\$ 64,890	\$ 66,837	\$ 68,842	\$ 70,907	\$ 73,034
Total FTEs					
Personnel Subtotal	\$ 745,575	\$ 767,942	\$ 790,981	\$ 814,710	\$ 839,151
One-Time Start-up Costs*					
Start-up costs for Deputy/Sgt/MPD	\$ 6,667	\$ 6,667	\$ 6,667	\$ -	\$ -
Start-up costs for vehicle & equipment	\$ 68,745	\$ 68,745	\$ 68,745	\$ -	\$ -
Credit for Retained Vehicles	\$ (40,958)	\$ (40,958)	\$ (40,958)	\$ -	\$ -
Credit for retained equipment, gear	\$ (28,462)	\$ (28,462)	\$ (28,462)	\$ -	\$ -
Start-up cost for retained vehicle replacement fund	\$ 13,932	\$ 13,932	\$ 13,932	\$ -	\$ -
Start-up cost for DIS/Phone	\$ 7,433	\$ 7,433	\$ 7,433	\$ -	\$ -
Start-up Costs Subtotal	\$ 27,357	\$ 27,357	\$ 27,357	\$ -	\$ -
Annual Operating Costs					
Contract Administration Services	\$ 996	\$ 1,026	\$ 1,057	\$ 1,089	\$ 1,121
Phones/PCs/Information Services	\$ 34,787	\$ 35,831	\$ 36,906	\$ 38,013	\$ 39,153
Evidence Facility Services**	\$ 5,550	\$ 5,717	\$ 5,888	\$ 6,065	\$ 6,247
Records Management Services**	\$ 14,012	\$ 14,433	\$ 14,866	\$ 15,312	\$ 15,771
Training	\$ 2,885	\$ 2,972	\$ 3,061	\$ 3,153	\$ 3,247
Operational Supplies	\$ 9,495	\$ 9,780	\$ 10,073	\$ 10,375	\$ 10,687
Utilities	\$ 8,700	\$ 8,961	\$ 9,230	\$ 9,507	\$ 9,792
Janitorial Services	\$ 3,471	\$ 3,575	\$ 3,682	\$ 3,793	\$ 3,907
Facilities Maintenance	\$ 9,000	\$ 9,270	\$ 9,548	\$ 9,835	\$ 10,130
Annual Operating Cost Subtotal	\$ 88,897	\$ 91,564	\$ 94,311	\$ 97,140	\$ 100,055
Annual Credits					
Credit for Police Facility	\$ (24,000)	\$ (24,720)	\$ (25,462)	\$ (26,225)	\$ (27,012)
Annual Credits Subtotal	\$ (24,000)	\$ (24,720)	\$ (25,462)	\$ (26,225)	\$ (27,012)
Grand Total by Year	\$ 837,829	\$ 862,143	\$ 887,187	\$ 885,625	\$ 912,194