



# CITY OF SNOHOMISH

*Founded 1859, Incorporated 1890*

116 UNION AVENUE □ SNOHOMISH, WASHINGTON 98290 □ TEL (360) 568-3115 FAX (360) 568-1375

## NOTICE OF SPECIAL MEETING

### SNOHOMISH CITY COUNCIL

in the  
George Gilbertson Boardroom  
1601 Avenue D

**TUESDAY**  
**June 21, 2016**  
**6:00 p.m.**

## WORKSHOP AGENDA

- 6:00 1. **CALL TO ORDER**
2. **DISCUSSION ITEM** – Law Enforcement Contract (*P.I*)
- 6:55 3. **ADJOURN**



## **DISCUSSION ITEM 2**

**Date:** June 21, 2016

**To:** City Council

**From:** Larry Bauman, City Manager  
John Flood, Police Chief

**Subject:** **Review of Contract with Snohomish County for Law Enforcement Services**

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**SUMMARY:** The objectives of this workshop are for City Council review of the existing contract (Attachment A) for law enforcement services with the Snohomish County Sheriff's Office (SCSO) and for Council directions to staff regarding renegotiation of a continued agreement. The focus of staff's presentation will first be on the structure, costs, services and performance of the services provided during the first four and one-half years of the agreement. Proposed costs for 2017-2021 (Attachment B) will be reviewed based on the current levels of services. Budget capacity will also be reviewed with Council regarding ability of future budgets to accommodate new law enforcement costs. The workshop will then shift focus to options for future service improvements and Council preferences for staff work in negotiating an agreement for law enforcement services effective January 1, 2017. A slide show (Attachment C) highlighting potential elements of a new interlocal agreement with the County will accompany staff's presentation.

**BACKGROUND:** The Great Recession of 2009 and the resulting reduction in the City's General Fund revenues served as the impetus for staff's proposal to the City Council for contracting of police services. Staff presented analysis and recommendations to Council regarding an interlocal agreement with Snohomish County in 2011, after a multi-year series of budget reductions and staff layoffs in non-Police services had been adopted by the City Council. Council discussions regarding a potential contract began in May of 2011 and concluded with adoption of an interlocal agreement (ILA) in November 2011. The five-year agreement took effect on January 1, 2012 and will expire on December 31, 2016.

The proposal for contracting police services was initially a controversial one for the community. During the six months leading up to adoption of the ILA, the City Council heard comments from many members of the community who held diverse views concerning preferences for maintaining the City's Police Department as it then existed or contracting with the County. A number of citizens expressed concerns that contracting out for police services would be ineffective, undermine the character of the community, reduce the quality of policing, lead to increased crime, and/or result in unexpected higher costs over time. The operative concept of the service agreement negotiated with the County was to maintain the 2011 level of patrol staffing in the Police Department. As a result, the agreement funded 18 commissioned officers, the same level of officers the City employed in 2011.

The projected net cost savings to the City during the first year of a contract for police services, with the same level of patrol officers then funded in the City's Police Department, was estimated at \$354,234. Cost savings through the contract derived primarily from efficiencies in the

## **DISCUSSION ITEM 2**

administrative functions of police services. However, for the initial years of the agreement there were higher start-up costs (primarily for new vehicles and their future replacement). The projected costs showed that in years four and five of a five-year term the City would begin to see savings that would be more significant. Year five of the five-year agreement projected a savings of \$696,275 in comparison to the projected costs of a continued, stand-alone City Police Department.

The agreement provides a lieutenant in the County command structure as the City's Police Chief. An administrative sergeant serves as the department's second in command. The Chief is required to respond to direction from the City Manager, as long as that direction is not in conflict with SCSO policy or state law, as well as being under supervision of the SCSO command structure. The Police Chief is directly selected by the City Manager. In 2011 this was accomplished with the assistance of City Council/citizen and management staff interview panels, who recommended the selection of Lt. John Flood. Lt. Flood was appointed as Chief in January 2012 and has continued to serve in this capacity for the full five years of the agreement. The City retained three non-commissioned City employees—two records clerks and a Community Services Officer—to continue working within the Police Department and under dual supervision of the Chief and City Manager.

The contract also provides for a simple and quick means to replace any of the County personnel without any required stated cause. All County personnel wear City of Snohomish uniforms and patches (with SCSO badges) and all marked vehicles are distinctly identified by vehicle graphics as "City of Snohomish Police." These unique City-marked uniforms and vehicles provide a sense of community identification. The City has options during the term of the agreement to increase or decrease the number of personnel provided under contract. In January 2014, the City, in collaboration with the Snohomish School District, added a School Resource Officer to the contract. The costs of this position are shared, with the School District paying for the position during the school year (about 75 percent of the year) and the remaining costs for summer months paid by the City.

The ILA with the County also provides for special SCSO services as needed, including K-9 patrol (although K-9 patrol is also a current contract position), hostage negotiations, SWAT, bomb disposal, sex offender registration, dive team, reserve deputy support and volunteer community crime prevention. Evidence management is also a SCSO responsibility under the contract.

**ANALYSIS:** The components of the ILA are straightforward regarding costs of personnel, vehicles and various operating expenses (see Attachment B for detailed proposed costs for 2017-2021). The 2012-2016 agreement included an annual cost escalator of 3 percent designed to account for inflation in operating expenses and the increased costs of personnel who are represented by labor agreements that specify annual cost-of-living increases and salary step increases. The agreement for 2012-2016 also included a \$6,000 annual credit for the use of the City-owned Police Station at 230 Maple Avenue.

**Comparative Costs of Proposed Agreement:** The attached spreadsheet (Attachment B) provides the detailed costs of each component of the service contract as proposed for 2017-2021.

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Without any change to levels of services, total annual costs would increase from \$2,701,071 in 2016 to \$2,752,178 in 2017, a 1.9 percent increase.

As with the 2012-2016 agreement, an annual 3 percent cost escalator is included for each of the five years of the proposed new agreement. However, a few key changes are noted. The first agreement included credits for the transition of City vehicles and equipment to County use. These credits do not apply for a new contract. Key changes reflected in costs in the first year of the proposed new five-year agreement include:

- The annual credit for use of the City's police facility on Maple Avenue is increased from \$6,000 a year in 2016 to \$9,500 for each of the new agreement's five years, 2017-2021;
- The 2017 operating costs of vehicles for personnel have increased over 2016 costs, per the following:
  - Lieutenant (City Chief), from \$9,886 to \$10,183 (3 percent increase)
  - Detectives, from \$9,886 to \$10,183 each (3 percent increase)
  - Sergeants and Deputies, from \$14,138 each to \$14,562 each (3 percent increase)
- Phones, personal computers and Information Services costs are increased from \$117,558 to \$121,087 (3 percent increase)

Most other elements of the proposed agreement for the 2017-2021 also reflect an increase of approximately 3 percent in 2017 from current year costs.

**Staffing and Services:** The initial ILA with the SCSO called for 18 Commissioned law enforcement positions. This level of staffing provided the police department with the ability to maintain the same level of staffing in the patrol division for 2012 as was present at the end of 2011. In addition, the City agreed to pay 100 percent of the cost for the first year of keeping a full-time School Resource Officer (SRO) at Snohomish High School. This was a \$167,754 expense the City deemed appropriate to maintain the safety and security of the children and staff at Snohomish High School. The traditional SRO funding model across Snohomish County is for the school district to fund 75 percent of the SRO cost and the law enforcement agency to fund the remaining 25 percent. The City informed the Snohomish School District of their desire to change to a traditional SRO funding model at the start of the 2012-2013 school year. The Snohomish School District was not in a position to meet this funding model so the decision was to eliminate the SRO from the ILA with the SCSO.

The Snohomish School District went without a dedicated SRO at Snohomish High School for the 2012-2013 school year. During that school year, any law enforcement needs at the high school were directed to 9-1-1 with the understanding that response times to the school would be dependent on current call load in the City at the time of the call. After being without an SRO for one school year, the Snohomish School District entered into negotiations for bringing back a full-time SRO under the traditional funding model of 75 percent school district and 25 percent City and in January of 2014 Snohomish High School once again had a dedicated SRO. This change resulted in a cost savings of one Deputy position for one year. When the position was reinstated, the original cost proposal from the SCSO was in effect but the final financial impact was slightly reduced because the school district was picking up 75 percent of the cost of the SRO position.

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The initial two years of the ILA with the SCSO provided for no employee movement outside of any administrative reasons. This language provided for the continued consistency of employees working in the City of Snohomish without having to manage the annual shift bid assignment traditionally experienced within the SCSO. At the start of the third year of the ILA, the contract was opened up to all employees of the SCSO with the opportunity to exercise their office seniority and bid annually for a specific patrol shift in the City. The bid created movement at the Police Department and introduced some new personnel to the City. The personnel who bid into the City brought with them a variety of experience and maturity. That skill set is well received by the citizens of the City as they continue to provide praise and compliments for the outstanding work being done. The contract is now open to all on an annual basis or when there is a vacancy as a result of a promotion or movement to other assignments in the SCSO by Deputies assigned to the City of Snohomish.

The final change to the ILA since the start in 2012 was the reclassification of the Administrative Sergeant position. Originally the position had been created in the same fashion as the patrol deputy positions. This created the challenge of having that position possibly change every year as a result of the bid process. Since this position serves a dual role of Deputy Chief and Detective Sergeant, having consistency in the position was of great value. In 2013 this position was reclassified from Sergeant to Specialty Assignment and allowed for a selection process to take place so the Chief would have input into who would be assisting with the direction of the department. The added cost of reclassifying this position would be an additional 3 percent specialty pay.

This organizational makeup of the Police Department is as follows:

- Chief of Police (1)
- Deputy Chief / Administrative Sergeant (1)
- Patrol Sergeants (4)
- Patrol Deputies (8)
- Patrol K9 Deputy (1)
- Patrol Canine (1)
- Detectives (2)
- School Resource Deputy (1)

Total Commission Personnel = 18

**Performance:** There is no objective performance data or study that directly compares services under the previous stand-alone City police model to the current SCSO ILA. However, impressions drawn from citizens appear to indicate a high level of satisfaction with current law enforcement services. The April 11, 2016, report for the Strategies 360 citizen opinion research conducted for the Open Government process indicated that “the City receives high marks for public safety” from residents. This is the most objective indicator the City has regarding public perception of the City’s existing law enforcement services. Staff has highly positive impressions of responsiveness, service levels, and the quality of personnel provided under contract.

The SCSO ILA has provided the City with the ability to eliminate personnel matters as they pertain to the commissioned positions in the police department. Those responsibilities are now

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the responsibility of Snohomish County. This reduction in human resources has enabled the City to combine two previously separate positions, Human Resource Manager and City Clerk, into one combined position because of the significant work load reduction. This realignment of job responsibilities has resulted in improved performance within the City organization.

A final area of improved service is response times to emergency calls. This comes as a result of deputies who are assigned to the surrounding unincorporated area near the City are now using the Snohomish Police Department for their administrative duties. Having these extra resources in the community, at no additional expense, allows the police department to respond quicker with greater resources because they are able to draw upon the personnel working in the police department when they need extra help with emergency calls.

**Potential Future Service Changes:** If the Council wishes to consider augmenting the agreement to add new personnel or make other service improvements in the future, several options are available. A few options and estimated costs are described below. Please see attached PowerPoint slides (Attachment C) for additional details.

### **Patrol Supervisors:**

- Change the designation of the four City of Snohomish Patrol Supervisors (Sergeant) from regular duty to Specialty and add an additional 3 percent specialty pay to the Sergeant positions.
  - **Costs** (Specialty pay for 4 Sergeants):
    - Year one - \$17,128
    - Five years - \$90,993

### **Additional Supervision**

- Upgrade four deputy positions, one from each crew, to Master Patrol Deputy [MPD].
  - **Costs** (Upgrade 4 Deputy positions to MPD):
    - Year one - \$26,513
    - Five years - \$140,760

### **Additional Deputies—Solution #1**

- Add 1 additional Deputy
  - One Deputy \$169,403 year one
  - One Deputy \$848,691 five years
- Add 2 additional Deputies
  - Two Deputies \$338,806 year one
  - Two Deputies \$1,697,382 five years

### **Additional Deputies—Solution #2**

- May or may not include annual and/or five-year **costs** of 1 or 2 additional Deputies as shown above as options for Solution #1
- Would primarily require changing working hours of graveyard shift Sergeant

**Budget Capacity:** As Council is already aware, staff is currently projecting a future structural imbalance for the City's General Fund budget and that in 2018-2019 the ending Fund balance could dip below current Council policy. As Council review of options is likely to extend into late 2016 or early 2017, there has been no strategy adopted by Council at this time to resolve this structural imbalance. The County Council has approved a 2/10<sup>th</sup> of 1 percent public safety sales

## **DISCUSSION ITEM 2**

tax ballot measure for the August 2 Primary Election ballot this year. This revenue would be shared with all County cities and would provide the City's General Fund an estimated \$223,000 annually if approved by the voters. This amount would be sufficient to cover the City's recent increases in criminal justice costs, which amount to approximately \$183,000 for 2016 compared to 2014 costs. However, the additional revenue would only provide \$40,000 to the General Fund in excess of these increased criminal justice costs and would not be sufficient to fund significant new law enforcement services, let alone eliminate the projected structural imbalance. Comparatively, a 1/10<sup>th</sup> of 1 percent City-only public safety sales tax, if proposed by Council and approved by voters, would generate \$330,000 annually for public safety expenses. However, the Council has not taken steps to place such a ballot measure before City voters. The recommendation of staff is that Council not add new services to the ILA with the County unless an identified and sustainable source of funding is available to support those costs. The ILA provides the City with flexibility to add or remove positions and services with notice and cause as desired during the term of the agreement.

**STRATEGIC PLAN REFERENCE:** Not applicable.

**RECOMMENDATION:** That the City Council **REVIEW** the Interlocal Agreement for Police Services along with proposed 2017-2021 costs and **DIRECT** staff regarding the objectives of negotiations for a new agreement.

### **ATTACHMENTS:**

- A. Adopted 2012-2016 Interlocal Agreement for Law Enforcement Services
- B. Spreadsheet of Proposed ILA costs for 2017-2021
- C. Slide show handouts

**DISCUSSION ITEM 2**

ATTACHMENT A

|             |                                   |
|-------------|-----------------------------------|
| LOG NUMBERS |                                   |
| BGT.        | 11/21/11 CEO 20047937 NOV 22 2011 |

**EXECUTIVE/COUNCIL APPROVAL FORM**

|                                  |  |
|----------------------------------|--|
| <b>MANAGEMENT ROUTING:</b>       | <b>TO: COUNCIL CHAIRPERSON:</b>  |
| EXECUTIVE Aaron Reardon          | SNOHOMISH COUNTY COUNCIL   |
| EXEC. DIR. Peter Camp            |  |
| DIRECTOR/ELECTED John Lovick JRL | <b>EXECUTIVE RECOMMENDATION:</b>   |
| DEPARTMENT Sheriff               | <input checked="" type="checkbox"/> Approve <input type="checkbox"/> No Recommendation |
| DIV. MGR. Chief Jeff Miller Jm   | <input type="checkbox"/> Further Processing  |
| DIVISION Admin Svcs Bureau       | Requested By   |
| ORIGINATOR Chief Jeff Miller Jm  | PETER B. CAMP<br>Executive Director 11/23/11   |
| DATE November 21, 2011 EXT. 3467 | Executive Office Signature [Signature] 11/23/11  |
|                                  | CEO Staff Review [Signature] 11/24/11  |
|                                  | Received at Council Office [Signature] 11:00 am 11/23/11                               |

**DOCUMENT TYPE:**

|   |  |
|---|--|
| <input type="checkbox"/> BUDGET ACTION:             | <input type="checkbox"/> GRANT APPLICATION         |
| <input type="checkbox"/> Emergency Appropriation    | <input type="checkbox"/> ORDINANCE                 |
| <input type="checkbox"/> Supplemental Appropriation | <input type="checkbox"/> Amendment to Ord. # _____ |
| <input type="checkbox"/> Budget Transfer            | <input type="checkbox"/> PLAN                      |
| <input checked="" type="checkbox"/> CONTRACT:       | <input type="checkbox"/> OTHER                     |
| <input checked="" type="checkbox"/> New             |  |
| <input type="checkbox"/> Amendment                  |  |

**DOCUMENT / AGENDA TITLE:**  
Interlocal Agreement Between Snohomish County and the City of Snohomish Relating to Law Enforcement Services

**APPROVAL AUTHORITY:** EXECUTIVE \_\_\_\_\_ COUNCIL

CITE BASIS **SCC 3.04.140**

**HANDLING:** NORMAL \_\_\_\_\_ EXPEDITE \_\_\_\_\_ URGENT  DEADLINE DATE **12/14/11**

**PURPOSE:**  
To provide police services for the City of Snohomish.

- BACKGROUND:**
- The city desires to provide adequate police services and coverage;
  - The city has requested the Sheriff's Office provide police services and coverage;
  - The Sheriff will provide a minimum of one Deputy 24/7 to police and cover the City of Snohomish;
  - The City will coordinate with the County any additional resources or services needed;
  - The city will reimburse the county its costs to provide patrol services.

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**FISCAL IMPLICATIONS:**

| EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU        | CURRENT YR | 2ND YR    | 1ST 6 YRS  |
|--|------------|-----------|------------|
| 002 530 132 xxxx – Contract Services Program | 2,602,181  | 2,674,236 | 13,340,734 |
|  |            |           |            |
|  |            |           |            |
| TOTAL  |            |           |            |

| REVENUE: FUND, AGY, ORG, REV, SOURCE        | CURRENT YR | 2ND YR    | 1ST 6 YRS  |
|---|------------|-----------|------------|
| 002 330 113 3821 – Law Enforcement Services | 2,602,181  | 2,674,236 | 13,340,734 |
|   |            |           |            |
|   |            |           |            |
| TOTAL                                       |            |           |            |

DEPARTMENT FISCAL IMPACT NOTES:

This contract expenditure, revenue and FTEs were anticipated and are included in the 2012 adopted budget

BUDGET REVIEW: Analyst [Signature] Administrator [Signature] Recommend Approval [Signature]

**CONTRACT INFORMATION:**

ORIGINAL X CONTRACT # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_  
 AMENDMENT \_\_\_\_\_ CONTRACT # \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

CONTRACT PERIOD:

ORIGINAL Start 1/1/12 End 12/31/16  
 AMENDMENT Start \_\_\_\_\_ End \_\_\_\_\_

CONTRACT / PROJECT TITLE:

**Interlocal Agreement Between Snohomish County and the City of Snohomish Relating to Law Enforcement Services**

CONTRACTOR NAME & ADDRESS (City/State only):

**City of Snohomish, WA**

APPROVED: 11-21-11

RISK MANAGEMENT [Signature] Yes [Signature] No \_\_\_\_\_

COMMENTS [Signature]

PROSECUTING ATTY - AS TO FORM: Yes X No \_\_\_\_\_

**OTHER DEPARTMENTAL REVIEW / COMMENTS:**

**ELECTRONIC ATTACHMENTS:** (List & include path & filename for each, e.g. G:\ECAF\deptname\docname Motion)

G:\ECAF\deptsheriff\2012-2016 Snohomish-Final 11152011\_Contract Council 20047937\_ECAF.docx  
 G:\ECAF\deptsheriff\2012-2016 Snohomish-ECAF-  
 G:\ECAF\deptsheriff\2012-2016 Snohomish\_Motion  
 - Motion.doc  
 - Contract.docx

**NON-ELECTRONIC ATTACHMENTS:**

3 Duplicate Original Contracts

~~Snohomish ECAF.docx~~

~~S:\Administrative Services\Contracts\Snohomish\2012-2016~~

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SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

MOTION NO. 11-484

APPROVING THE INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY  
AND THE CITY OF SNOHOMISH RELATING TO LAW ENFORCEMENT SERVICES

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 assistance of the County in policing the City; and

WHEREAS, Chapter 39.34 RCW authorizes two (2) or more public entities to  
contract with each other to perform functions which each may individually perform; and

WHEREAS, the City desires to enter into an agreement with the County whereby  
the County, through the SCSO, will provide law enforcement services to the City and its  
inhabitants; and

WHEREAS, the County agrees to render such law enforcement services through  
the SCSO;

NOW, THEREFORE, ON MOTION, the County Council hereby approves the  
Interlocal Agreement between Snohomish County and the City of Snohomish relating to  
Law Enforcement Services and authorizes the County Executive to sign the necessary  
contracts.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

ATTEST:

\_\_\_\_\_  
Council Chair

\_\_\_\_\_  
Asst. Clerk of the Council

**DISCUSSION ITEM 2**

AFTER RECORDING RETURN TO:  
Snohomish County Council  
3000 Rockefeller Avenue, M/S 609  
Everett, WA 98201

**INTERLOCAL AGREEMENT BETWEEN  
SNOHOMISH COUNTY AND THE CITY OF SNOHOMISH  
FOR THE PROVISION OF LAW ENFORCEMENT SERVICES**

**THIS INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF SNOHOMISH FOR THE PROVISION OF LAW ENFORCEMENT SERVICES (the "AGREEMENT")**, 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 Snohomish, a municipal corporation of the State of Washington (hereinafter referred to as the **CITY**).

**WITNESSES THAT:**

**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 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** desires to enter into an agreement with the **COUNTY** whereby the **COUNTY**, through the Sheriff, will provide quality law enforcement services to the **CITY** and its inhabitants; and

**WHEREAS**, the **COUNTY** agrees to render such law enforcement services, through the **SHERIFF**;

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

**1.0 BASE LEVEL SERVICES.** The **COUNTY** will provide within **CITY** limits the following law enforcement services, rendering such services in the same manner, and with the same equipment, as is customarily provided by the **COUNTY** in unincorporated Snohomish County unless otherwise set forth herein:

1.1 **POLICE PATROL SERVICES.** The **COUNTY** will provide Police Patrol Services (Patrol Services) as the first response for the enforcement of state law and city adopted municipal, criminal and traffic codes. 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 deputies assigned to the **CITY** in accordance with this Agreement will provide patrol services during their scheduled work shifts exclusively within the **CITY** limits, provided that deputies may be directed to duties outside the **CITY** in cases of emergency.

1.2 **INVESTIGATIVE SERVICES.** The **COUNTY** will provide Investigative Services consisting of: follow-up investigations by one or more detectives assigned to the **CITY**, investigating crimes as assigned. The Sheriff's Investigations Division will investigate major crimes such as homicide, special assaults, missing persons, vice, and child abuse. These detectives are supported by polygraph, and evidence control.

1.3 **SPECIAL SERVICES.** The **COUNTY** will provide Special Services that may include, but are not limited to, K-9 patrol, hostage negotiations, SWAT, bomb disposal, sex offender registration, dive team, reserve deputy support, and volunteer community crime prevention.

1.4 **SUPPORT SERVICES.** The **COUNTY** will provide Support Services that include, but are not limited to, planning & research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, risk management, internal investigations, evidence management, and contract administration.

1.5 **RECORDS.** The **CITY** shall perform all required data entry into the Records Management System in accordance with this Agreement, and shall maintain records in the police department facility.

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 Sheriff's Office investigations occurring in the

## **DISCUSSION ITEM 2**

unincorporated portions of Snohomish County and in accordance with generally accepted practices.

1.7 POLICE DEPARTMENT SERVICES. The CITY will maintain CITY staff to provide citizen services such as: issuing concealed pistol licenses, fingerprinting, responding to citizen inquiries, the CITY's violations bureau, and all public records disclosure.

1.8 RESOLUTION 0836. In addition to the services provided herein, subject to available funding from the CITY, the COUNTY will provide services consistent with City of Snohomish Resolution 0836, continuing programs specified that are related to levy funding: traffic safety, narcotics enforcement, major crime follow-up and investigation, gang resistance education and training and youth educational training for drug, alcohol and gang resistance.

**2.0 ORGANIZATION.** The COUNTY will provide the services identified in Section 1.0 through the following organization:

2.1 CHIEF OF POLICE. After considering the advice and recommendations of the CITY, the COUNTY, through the elected Sheriff or his/her designee will designate a Sheriff's lieutenant to serve as the Chief of Police. The Chief of Police will coordinate service delivery, attend City Council and other public meetings as required by the CITY, prepare budget requests, schedule employees, maintain integrity of records, and generally manage law enforcement activities on behalf of the CITY. 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 Chief of Police are lawful. The City Manager shall maintain the authority to define law enforcement issues and priorities to the Chief of Police or his designee. The Chief of Police and all other personnel assigned to the CITY under this Agreement will respond to the general law enforcement issues and priorities identified by the City Manager.

2.2 ASSIGNED SUPERVISORY PERSONNEL. In addition to the Chief of Police, the COUNTY will assign one or more SHERIFF'S sergeants to work within the CITY to assist the Chief of Police. The assigned sergeant(s) will assist the Chief of Police with supervision of other assigned personnel, and may also provide patrol, investigative, or special services. The number of sergeants assigned to the CITY shall be that listed in Addendum 2, attached hereto and incorporated herein by reference. The COUNTY will assign additional sergeants if requested and contracted for by the CITY.

2.3 ASSIGNED DEPUTY SHERIFF PERSONNEL. The COUNTY will assign fully commissioned deputy sheriffs to the CITY, as shown in Addendum 2 or as amended per

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section 6.3 of this Agreement. These deputies will be dedicated full-time to providing for the law enforcement needs of the CITY by performing Patrol, Investigative or other Special Services under supervision of the Chief of Police and the sergeant(s).

2.4 JOINT USE OF POLICE DEPARTMENT FACILITY. Should the COUNTY and the CITY benefit from the use of existing CITY space by Sheriff's deputies assigned to patrol the CITY as well as those assigned to patrolling the surrounding unincorporated COUNTY area, the COUNTY will provide a building credit to the CITY per Addendum 1, which is attached hereto and incorporated herein by this reference. The parties agree that for the purposes of community identity, the facility shall be identified as the "Snohomish Police Department."

2.5 WORK LOCATION. Assigned personnel identified in Sections 2.1, 2.2 and 2.3 above shall provide the described services exclusively within the CITY limits, provided that personnel may be directed to duties outside the CITY in cases of emergency.

2.6 MARKING OF VEHICLES AND UNIFORMS. The vehicles and uniforms of the Chief of Police, sergeant(s) and deputies 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 uniform and any marked vehicles display a small graphic stating "Law enforcement services provided by the Snohomish County Sheriff's Office" or something similar and mutually acceptable.

### **3.0 REPORTING.**

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

3.2 NOTIFICATION TO CITY MANAGER. The City Manager will provide the Chief of Police with a list of events that the City Manager considers significant occurrences. The Chief of Police will promptly notify the City Manager in the event of a significant occurrence or other major event within the CITY.

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

3.4 MEDIA RELEASES. The Sheriff's Director of Communications will prepare news releases concerning major crime investigations conducted by Sheriff investigators and will send a copy to the City Manager or the City Manager's designee and to the Chief of Police. The Chief of Police, or

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the Chief of Police and the Sheriff's Director of Communications, will prepare media releases concerning law enforcement activities conducted by deputies assigned to the CITY under this Agreement. 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, including the City Manager and the City Attorney, as appropriate.

### **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 CITY guided priorities, the COUNTY shall control the conduct of personnel, including standards of performance, discipline and all other aspects of performance.

**4.1.3 CHIEF OF POLICE WORK SCHEDULE.** The CITY shall establish the work schedule of the Police Chief in accordance with the labor agreement executed between Snohomish County and the Snohomish County Sheriff's Office Management Team, and determine enforcement issues and priorities of the Chief of Police appointed pursuant to paragraph 2.1.

**4.1.4 OPERATIONAL CONTROL BY POLICE CHIEF.** 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 Police Chief. Notwithstanding terms and conditions contained in this Agreement, such operational control shall be consistent with provisions contained in the Sheriff's Office Manual of Policy and Procedures and any applicable labor agreements.

**4.1.5 CITY RIGHT TO REQUIRE REPLACEMENT OF PERSONNEL.** The CITY shall have the right to require the COUNTY to replace COUNTY personnel assigned to provide services under this Agreement, except as provided in paragraph 4.1.6 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 repeated citizen complaints; 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.

## **DISCUSSION ITEM 2**

4.1.6 **REPLACEMENT OF POLICE CHIEF.** The Chief of Police designated under paragraph 2.1 may be replaced in the following manner:

4.1.6.1 **CITY REQUEST.** The **COUNTY** will replace the Chief of Police designated under paragraph 2.1 within fifteen (15) days of receipt of a written request from the City Manager. Any written request for replacement of the Chief of Police shall be delivered to the Sheriff personally or by certified or registered mail.

4.1.6.2 **COUNTY REQUEST**

A. The **COUNTY** may replace the Chief of Police designated under paragraph 2.1; provided,

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

B. The **COUNTY** will provide the **CITY** with a minimum of sixty (60) days notice of its intent to replace the lieutenant assigned to the **CITY** as the Chief of Police. If replacement is a result of the lieutenant 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 lieutenant and the higher ranking position.

C. When the Chief of Police is replaced pursuant to this section, the **COUNTY** will provide the replacement lieutenant 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 a **COUNTY** employee assigned to the **CITY** is absent from duty due to illness or injury for longer than 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

## **DISCUSSION ITEM 2**

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 a deputy or 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 at no additional expense to the **CITY**.

**4.4 POLICE CHIEF: TEMPORARY REPLACEMENT, UNPLANNED OR ANNUAL LEAVE.** If the Chief of Police 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 Chief of Police at the rank of Sergeant or above, beginning on the eleventh (11<sup>th</sup>) work day until such time as the Chief of Police assigned to the **CITY** is able to return to his duties as Police Chief. Furthermore, the **COUNTY** will provide a replacement Chief of Police beginning on the twenty-first work day in any calendar year in which the Chief of Police assigned to the **CITY** takes annual leave in excess of twenty work days cumulatively during the year.

**4.5 POLICE CHIEF: TEMPORARY REPLACEMENT, PLANNED ABSENCE.** If the Chief of Police 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 Chief of Police beginning on the first day of the planned absence.

**4.6 DEATH OR TOTAL DISABILITY OF POLICE CHIEF.** In the event of the designated Chief of Police's death or total disability, the **COUNTY** will provide a replacement Chief of Police as soon as reasonably practicable and in no event greater than thirty (30) days. Assignment of a replacement Chief shall be in accordance with Section 2.1 of this Agreement.

**4.7 TRANSFER OF EQUIPMENT REPLACEMENT.** 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. 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.** 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

## **DISCUSSION ITEM 2**

provided by the **COUNTY** in policing unincorporated Snohomish County. All attempts will be made to determine the extent of infrastructure, hardware and software upgrades that will be necessary for implementation and such costs are to be reflected separately in Addendum 2. The **COUNTY** reserves the right to amend this Agreement at any time, pursuant to Section 14 of this Agreement, expressly to recover costs related to the implementation of New World Systems software that are unknown at the time of execution of this Agreement.

4.9 TRANSFER OF CITY PERSONNEL. Commissioned police department personnel employed full-time by the **CITY** on the effective date of this Agreement will be eligible for transfer to the Snohomish County Sheriff's Office as provided in RCW 41.14.250, 260, and 270.

4.9.1 Officers transferring to employment with the **COUNTY** shall be entitled to a front-loaded sick leave bank of one hundred ninety two (192) hours. The initial bank of time shall be "paid back" to the **COUNTY** through reverse accrual as provided in the **COUNTY** labor agreement with the Snohomish County Deputy Sheriff's Association, prior to additional leave being accrued.

4.9.2 Officers holding the permanent rank of sergeant with the **CITY** upon the effective date of this contract shall have the ability to transfer to the **COUNTY** as sergeants. Pursuant to Section 6.4.1.3 of the Snohomish County Deputy Sheriff's Association labor agreement, Officers' qualifications will be reviewed by a panel to determine eligibility. Only the number of sergeants contracted for by the **CITY** shall be eligible to transfer to the **COUNTY** as sergeants. If more sergeants exist in the **CITY** than contracted for, seniority as a sergeant with the **CITY** shall determine which are eligible to transfer. Any such sergeants not eligible to transfer shall not be placed on a re-hire or layoff list for sergeant, but shall have the ability to transfer to the **COUNTY** as deputies. Any sergeants transferring to the **COUNTY** as sergeants shall be required to meet conditions set forth in RCW 41.14.250, .260 and .270, including successful completion of all screening steps and probation requirements. Officers transferring to the **COUNTY** as sergeants shall have a seniority date for assignments within the **CITY** as the date of appointment to that rank by the **CITY**. For assignments outside the **CITY** sergeants shall have their seniority counted from the day they began **COUNTY** service. For all other purposes, they will have a deputy seniority date as that of the initial hire date by the **CITY**.

4.9.3 Officers holding the permanent rank of Commander with the **CITY** upon the effective date of this contract shall have the ability to transfer to the **COUNTY** as Lieutenants. Pursuant to MOU dated July 18, 2011, between

## DISCUSSION ITEM 2

Snohomish County and the Snohomish County Sheriff's Office Management Team, Officers' qualifications will be reviewed by a panel to determine eligibility. Only the number of Lieutenants contracted for by the CITY shall be eligible to transfer to the COUNTY as Lieutenants. If more Commanders exist in the CITY than the number of Lieutenants contracted for, seniority as a Commander with the CITY shall determine which are eligible to transfer. Any such Commanders not eligible to transfer shall not be placed on a re-hire or layoff list for Lieutenant, but shall have the ability to transfer to the COUNTY as Sergeants as set forth in section 4.9.2, and take the next lieutenant promotional exam. Any Officers transferring to the COUNTY as Lieutenants shall be required to meet conditions set forth in RCW 41.14.250, .260 and .270, including successful completion of all screening steps and probation requirements. Officers transferring to the COUNTY as lieutenants shall have a seniority date as that of initial hire by the CITY.

4.9.4 Officers transferring to the COUNTY as a result of this Agreement shall have the option to return to the CITY as officers in the event of termination of this Agreement. Such return to the CITY shall be by approval of the CITY.

4.9.5 Probation periods for all officers (including sergeants and lieutenants) transferring to the COUNTY as a result of this contract shall begin on the date of employment by the COUNTY.

4.9.6 Other Full-time classified police department personnel employed by the CITY on the effective date of this Agreement shall remain employees of the CITY. Should the CITY desire to enter into a supplemental agreement with the COUNTY for non-commissioned positions Classified personnel may transfer to the COUNTY, provided, that all transferring personnel must meet the conditions set forth in RCW 41.14.250, 260 and .270 as set forth upon the effective date of this agreement.

4.10 TRANSFER OF CITY POLICE SERVICE DOG. Upon receipt of the training and competency certification for the CITY canine, which is a condition precedent to acceptance of the CITY's Police Service Dog, the CITY shall transfer ownership of the police service dog to the COUNTY by bill of sale. The police service dog will be partnered with a qualified handler to be selected by the COUNTY. All maintenance, health care, training, equipment and replacement costs related to the police service dog shall not be borne by the COUNTY, and will remain the responsibility of the CITY. Premium pay and overtime related to the handler's assignment will be billed to the CITY in accordance with the rates set forth in Addendum 2.

## **DISCUSSION ITEM 2**

**5.0 PERFORMANCE REVIEW SCHEDULE.** The Sheriff or the Sheriff's designee shall meet with the City Council as needed and at least bi-annually to discuss performance under this Agreement. The City Council 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 annual grand total determined according to Addendum 2, which is attached hereto and incorporated herein by reference. In the event direct costs to the County to provide such services increase or decrease by a rate that is more than one percent (1%) over the amount of anticipated inflation as indicated in Addendum 2, the parties agree that the costs for the remainder of the term of this Agreement shall be renegotiated based on actual direct costs.

6.2 **BILLING.** The **CITY** will be billed in equal monthly amounts for services rendered. Payments are due within thirty (30) days after invoicing by the **COUNTY**. Payment shall be made to:

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

6.3 **ADJUSTMENT OF LEVEL OF STAFF SERVICES.** In the event the **CITY** is unable to fund this Agreement in its entirety, the **CITY** will notify the **COUNTY** in writing at least sixty (60) days prior to any changes regarding the level of staff services, related capital equipment, or operational expenditures. The **COUNTY** shall make good faith efforts to accommodate such changes requested by the **CITY** and if the **COUNTY** is able to do so, the parties agree to amend this Agreement pursuant to Section 14.0.

### **7.0 CITY RESPONSIBILITIES.**

In support of the **COUNTY** providing the services described in Sections 1 and 2 above, the **CITY** promises:

7.1 **MUNICIPAL AUTHORITY.** To hereby confer municipal police authority on all **COUNTY** deputies for the purposes of carrying out this Agreement;

## **DISCUSSION ITEM 2**

7.2 CRIMINAL JUSTICE SYSTEM SERVICES (JAIL, PROSECUTION, DISTRICT COURT AND ASSIGNED COUNSEL). To 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, including Agreements for services with the Snohomish Regional Drug and Gang Task Force, and Dawson Place Child Advocacy Center;

7.3 CITY PROVIDES SPECIAL SUPPLIES. To 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. To maintain its contract with SNOPAC for radio communication, dispatch services and CAD/RMS terminal assessments;

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

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

7.7 CITY PROVIDES CIVILIAN SUPPORT STAFF. To provide a minimum of 2.0 full time equivalent civilian support staff at CITY expense dedicated exclusively to the needs of the police department, as determined by the City Manager and the Chief of Police, during the term of this Agreement; and

7.8 CITY MAINTAINS BUILDING. The CITY agrees to maintain, at the CITY's sole expense, the police department building and its related utilities (except telephone), janitorial services, furnishings, fixtures, and CITY owned equipment at the same level of maintenance as other CITY owned and operated buildings. Any repairs to rectify damage caused by COUNTY employees who are not assigned to the CITY shall be paid by the COUNTY. To the best of the City's knowledge, the City is not aware of any material defect in the building and represents that it is safe for occupancy for the intended purpose.

### **8.0 DURATION.**

8.1 TERM. This Agreement will provide for services hereunder commencing January 1, 2012, and will become effective when it has been duly authorized, executed by both parties, and filed with the Snohomish County Auditor as required by RCW 39.34.040.

## **DISCUSSION ITEM 2**

This Agreement shall remain in effect through December 31, 2016, unless either party initiates termination procedures as outlined in Section 9.0 or termination is necessary due to a lack of sufficient legislative appropriation by either party.

8.2 CONTRACT RENEWAL. If the CITY desires to renew this Agreement, written notice of intent shall be provided to the COUNTY no less than one hundred and twenty (120) days prior to the end date of this Agreement. Upon receipt of the CITY'S written notice the parties shall commence negotiations. If a renewal agreement is not fully executed by December 31, 2016, the COUNTY and CITY agree to continue operating under the terms of this Agreement until the renewal agreement is in place, or until the termination process is complete, in accordance with Section 9.0, in order to provide for continuity of law enforcement services.

### **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 written notice to the other party, as designated in Section 10.

9.2 TRANSITION PLAN. Upon receipt of such notice, the parties agree to commence work on, and to complete within one hundred and twenty (120) days, an orderly transition of responsibilities from the COUNTY to the CITY over a minimum time frame of twelve months; provided, 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, responsibility for on-going investigations, and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.

9.3 FINAL NOTICE OF INTENT TO TERMINATE. 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 final 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.

9.4 RETURN OF EQUIPMENT AND FUNDS. Upon termination of this Agreement, the COUNTY shall deliver and transfer title 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 Equipment Rental and Revolving (ER&R) or other reserve accounts

## **DISCUSSION ITEM 2**

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  
3000 Rockefeller Avenue, M/S 606  
Everett, WA 98201

Any notice to the **CITY OF SNOHOMISH** shall be sent or delivered to:

City of Snohomish City Manager Larry Bauman  
116 Union Avenue  
Snohomish, WA 98290

### **11.0 INDEMNIFICATION.**

**11.1 COUNTY RESPONSIBILITY.** The **COUNTY** shall protect, save, and hold 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.

**11.2 CITY RESPONSIBILITY.** The **CITY** shall protect, save, and hold 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 all claims arising from or related to maintenance or condition of the **CITY** police department building, and all 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** 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.

## **DISCUSSION ITEM 2**

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 INSURANCE.**

12.1 COUNTY INSURANCE: The COUNTY maintains a fully-funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the COUNTY's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of COUNTY employees acting in the scope of their employment.

The CITY acknowledges, agrees and accepts that the COUNTY is self-funded for its liability exposures. The COUNTY agrees, at its own expense, to maintain through its self-funded program, coverage for its liability exposures. The COUNTY agrees to provide the CITY at least thirty (30) calendar days' prior written notice of any material change in the COUNTY's self-funded program.

The CITY further acknowledges, agrees and understands that the COUNTY does not purchase Commercial General Liability insurance, and is a self-insured governmental entity; therefore, the COUNTY does not have the ability to add any party as an additional insured.

12.2 CITY INSURANCE. During the term of this Agreement the CITY agrees to keep in full force and effect insurance, self insurance or membership in an insurance pooling entity authorized pursuant to Chapter 48.62 RCW with such coverages and limits as are in effect at the time of execution of this Agreement to the extent such cover the CITY's actions in carrying out and/or failing to carry out its duties and obligations under this Agreement. Not less than sixty (60) days written notice shall be provided the COUNTY in the event of any change in coverages or limits of insurance or the cancellation thereof.

## **DISCUSSION ITEM 2**

**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 six (6) years after termination. All records shall be retained in accordance with the Local Government Common Records Retention Schedule prescribed by the Washington State Archivist.

**14.0 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.

**15.0 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**.

**16.0 LEGAL REQUIREMENTS.** Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

**17.0 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 hereof shall be in a court of competent jurisdiction.

**18.0 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** and the **CITY**, which shall be attached to the original Agreement and filed with the **COUNTY** Auditor.

### **19.0 DISPUTE RESOLUTION**

19.1 In the event differences between the **CITY** and the **COUNTY** should arise over the terms and conditions of this Agreement, the Sheriff and the City Manager, or their respective designees, shall attempt to resolve any problems on an informal basis.

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

19.3 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.

**DISCUSSION ITEM 2**

**20.0 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.

**21.0 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.

In witness whereof, the parties have executed this Agreement.

**SNOHOMISH COUNTY**

\_\_\_\_\_  
Aaron Reardon, County Executive  
DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Prosecuting Attorney  
DATE: 11/17/11

APPROVAL RECOMMENDED:

\_\_\_\_\_  
John R. Lovick, Sheriff  
DATE: \_\_\_\_\_

REVIEWED BY RISK MANAGEMENT:

APPROVED (  ) OTHER (  )

\_\_\_\_\_  
Risk Manager  
DATE: 11/21/11

**CITY of SNOHOMISH**

\_\_\_\_\_  
Larry Bahman, City Manager  
DATE: 11/21/11

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
DATE: 11-18-11

## **DISCUSSION ITEM 2**

### **ADDENDUM 1**

#### **Building Credit-Snohomish Police Department Facility**

Building credit is determined by the following formula:

Approximate 500 square feet of furnished evidence holding/processing space;

\$12.00 value per square foot per year\*;

$\$12.00 \times 500 = \$6,000$  per year credit for years 2012-2016.

\* Fair market value for commercial office space shall be determined by a survey of Snohomish area real estate companies, PROVIDED that if the City builds and occupies a replacement police facility during the term of this Agreement, this square foot value may be adjusted in accordance with Section 13.0.

ADDENDUM 1 TO THE  
INTERLOCAL AGREEMENT  
FOR PROVISION OF  
LAW ENFORCEMENT SERVICES

**DISCUSSION ITEM 2**

Addendum 2  
City Of Snohomish  
Police Services Proposal  
Detailed Layout October 14, 2011

| Years 2012-2016                             |     | 2011  |              | 2012  |              | 2013  |              | 2014  |              | 2015  |              | 2016  |              |
|---|-----|-------|--------------|-------|--------------|-------|--------------|-------|--------------|-------|--------------|-------|--------------|
|   | FTE | Count | FTE Cost     |
| <b>Personnel</b>                            |     |       |              |       |              |       |              |       |              |       |              |       |              |
| Lieutenant Salary                           |     | 1.0   | \$ 102,220   |       | \$ 105,287   |       | \$ 108,445   |       | \$ 111,699   |       | \$ 115,050   |       | \$ 118,501   |
| Lieutenant Benefits                         |     |       | \$ 28,824    |       | \$ 29,689    |       | \$ 30,579    |       | \$ 31,497    |       | \$ 32,442    |       | \$ 33,415    |
| Lieutenant Overtime                         |     |       | \$ -         |       | \$ -         |       | \$ -         |       | \$ -         |       | \$ -         |       | \$ -         |
| Sergeant Salary                             |     | 5.0   | \$ 88,190    |       | \$ 454,179   |       | \$ 467,804   |       | \$ 481,838   |       | \$ 496,293   |       | \$ 511,182   |
| Sergeant Benefits                           |     |       | \$ 25,791    |       | \$ 132,824   |       | \$ 136,808   |       | \$ 140,913   |       | \$ 145,140   |       | \$ 149,494   |
| Sergeant Overtime                           |     |       | \$ 7,271     |       | \$ 37,447    |       | \$ 38,570    |       | \$ 39,727    |       | \$ 40,919    |       | \$ 42,147    |
| Deputy Sheriff Salary                       |     | 9.0   | \$ 70,828    |       | \$ 656,576   |       | \$ 676,273   |       | \$ 696,561   |       | \$ 717,458   |       | \$ 738,982   |
| Deputy Sheriff Benefits                     |     |       | \$ 24,156    |       | \$ 223,926   |       | \$ 230,644   |       | \$ 237,563   |       | \$ 244,690   |       | \$ 252,031   |
| Deputy Sheriff Overtime                     |     |       | \$ 6,586     |       | \$ 61,050    |       | \$ 62,881    |       | \$ 64,768    |       | \$ 66,711    |       | \$ 68,712    |
| Detective Salary                            |     | 2.0   | \$ 73,608    |       | \$ 151,632   |       | \$ 156,181   |       | \$ 160,967   |       | \$ 165,693   |       | \$ 170,664   |
| Detective Benefits                          |     |       | \$ 24,412    |       | \$ 50,289    |       | \$ 51,797    |       | \$ 53,351    |       | \$ 54,952    |       | \$ 56,600    |
| Detective Overtime                          |     |       | \$ 6,586     |       | \$ 13,567    |       | \$ 13,974    |       | \$ 14,393    |       | \$ 14,825    |       | \$ 15,269    |
| School Resource Officer Salary              |     | 1.0   | \$ 70,497    |       | \$ 72,612    |       | \$ 74,790    |       | \$ 77,034    |       | \$ 79,345    |       | \$ 81,725    |
| School Resource Officer Benefits            |     |       | \$ 24,114    |       | \$ 24,837    |       | \$ 25,583    |       | \$ 26,350    |       | \$ 27,141    |       | \$ 27,955    |
| School Resource Officer Overtime            |     |       | \$ 6,586     |       | \$ 6,783     |       | \$ 6,987     |       | \$ 7,196     |       | \$ 7,412     |       | \$ 7,635     |
| Total FTEs                                  |     | 18.0  |              |       |              |       |              |       |              |       |              |       |              |
| <b>Personnel Subtotal</b>                   |     |       |              |       | \$ 2,020,696 |       | \$ 2,061,317 |       | \$ 2,143,757 |       | \$ 2,208,069 |       | \$ 2,274,311 |
| <b>One-Time Start-up Costs and Credits*</b> |     |       |              |       |              |       |              |       |              |       |              |       |              |
| Start-up costs for Deputy/Sgt/MPD           |     | 18    | \$ 3,970     |       | \$ 23,820    |       | \$ 23,820    |       | \$ 23,820    |       | \$ -         |       | \$ -         |
| Start-up costs for vehicle & equipment      |     | 18    | \$ 41,350    |       | \$ 248,100   |       | \$ 248,100   |       | \$ 248,100   |       | \$ -         |       | \$ -         |
| Credit for Retained Vehicles                |     | 10    | \$ (11,473)  |       | \$ (38,242)  |       | \$ (38,242)  |       | \$ (38,242)  |       | \$ -         |       | \$ -         |
| Start-up cost for retained vehicle          |     | 10    | \$ 11,257    |       | \$ 37,524    |       | \$ 37,524    |       | \$ 37,524    |       | \$ -         |       | \$ -         |
| Credit for retained equipment, gear         |     | 1     | \$ (230,406) |       | \$ (76,802)  |       | \$ (76,802)  |       | \$ (76,802)  |       | \$ -         |       | \$ -         |
| Start-up cost for DIS/Phone                 |     | 1     | \$ 35,800    |       | \$ 11,933    |       | \$ 11,933    |       | \$ 11,933    |       | \$ -         |       | \$ -         |
| <b>Start-up Costs and Credits Subtotal</b>  |     |       |              |       | \$ 206,334   |       | \$ 206,334   |       | \$ 206,334   |       | \$ -         |       | \$ -         |
| <b>Annual Operating Costs</b>               |     |       |              |       |              |       |              |       |              |       |              |       |              |
| Lieutenant Vehicle Operating Cost           |     | 1     | \$ 6,800     |       | \$ 7,004     |       | \$ 7,214     |       | \$ 7,431     |       | \$ 7,653     |       | \$ 7,883     |
| Sergeant Vehicle Operating Cost             |     | 5     | \$ 10,500    |       | \$ 54,075    |       | \$ 55,697    |       | \$ 57,368    |       | \$ 59,089    |       | \$ 60,862    |

Addendum 2

**City Of Snohomish  
Police Services Proposal  
Detailed Layout October 14, 2011**

| Years 2012-2016                          | FTE | 2011       | 2012         | 2013         | 2014         | 2015         | 2016          |
|--|-----|------------|--------------|--------------|--------------|--------------|---------------|
| Deputy Vehicle Operating Cost            | 9   | \$ 10,500  | \$ 97,335    | \$ 100,255   | \$ 103,263   | \$ 106,361   | \$ 109,551    |
| Detective Vehicle Operating Cost         | 2   | \$ 6,800   | \$ 14,008    | \$ 14,428    | \$ 14,861    | \$ 15,307    | \$ 15,766     |
| School Resource Vehicle Operating Cost   | 1   | \$ 10,500  | \$ 10,815    | \$ 11,139    | \$ 11,474    | \$ 11,818    | \$ 12,172     |
| Cellular Phone Service                   | 18  | \$ 420     | \$ 7,787     | \$ 8,020     | \$ 8,261     | \$ 8,509     | \$ 8,764      |
| Contract Administration Services         | 18  | \$ 162     | \$ 2,918     | \$ 3,006     | \$ 3,096     | \$ 3,189     | \$ 3,284      |
| Phones/PCs/Information Services          | 18  | \$ 6,660   | \$ 119,888   | \$ 123,485   | \$ 127,190   | \$ 131,005   | \$ 134,936    |
| Evidence Facility Services**             | 18  | \$ 981     | \$ 17,650    | \$ 18,180    | \$ 18,725    | \$ 19,287    | \$ 19,865     |
| Records Management Services**            | 18  | \$ 75      | \$ 1,350     | \$ 1,391     | \$ 1,432     | \$ 1,475     | \$ 1,519      |
| Misdemeanor Warrant Entry                | 354 | \$ 4.65    | \$ 1,646     | \$ 1,695     | \$ 1,746     | \$ 1,799     | \$ 1,853      |
| Court Ordered/Protection Entry           | 96  | \$ 14.73   | \$ 1,414     | \$ 1,456     | \$ 1,500     | \$ 1,545     | \$ 1,591      |
| Training Unit / Range                    | 18  | \$ 469     | \$ 8,450     | \$ 8,704     | \$ 8,965     | \$ 9,234     | \$ 9,511      |
| Outside training                         | 18  | \$ 500     | \$ 9,000     | \$ 9,270     | \$ 9,548     | \$ 9,835     | \$ 10,130     |
| Operational Supplies                     | 18  | \$ 1,545   | \$ 27,810    | \$ 28,644    | \$ 29,504    | \$ 30,389    | \$ 31,300     |
| <b>Annual Operating Cost Subtotal</b>    |     | \$ 381,151 | \$ 3,811,151 | \$ 3,922,595 | \$ 4,043,363 | \$ 4,164,494 | \$ 4,288,988  |
| <b>Annual Operating Credits</b>          |     |            |              |              |              |              |               |
| Credit for Police Facility               |     |            | \$ (6,000)   | \$ (6,000)   | \$ (6,000)   | \$ (6,000)   | \$ (6,000)    |
| <b>Annual Operating Credits Subtotal</b> |     |            | \$ (6,000)   | \$ (6,000)   | \$ (6,000)   | \$ (6,000)   | \$ (6,000)    |
| <b>Grand Total by Year</b>               |     |            | \$ 2,602,181 | \$ 2,674,236 | \$ 2,748,454 | \$ 2,618,563 | \$ 2,697,300  |
| <b>Grand Total for 5 years</b>           |     |            |              |              |              |              | \$ 13,340,734 |

**Notes:**

All personnel and operating costs reflect a 3% annual increase for CPI/COLA

\*Start-up costs are spread over three years

\*\*Evidence and Records Service costs are assessed only for commissioned personnel

Non-Commissioned staff employed by the City are not included in this cost proposal  
SNOPAC, SERS and other County service contracts (PA, Jail, SRDTF, Auditor) are not included in this proposal  
Canine supplies will be provided by the CITY or reimbursed to the COUNTY in addition to the costs detailed above

**Addendum 2 (DRAFT)**

**City Of Snohomish  
Police Services Contract  
Proposal Date: May 23, 2016**

|                                  |                  | 2017                        | 2018                | 2019                | 2020                | 2021                |
|----------------------------------|------------------|-----------------------------|---------------------|---------------------|---------------------|---------------------|
| <b>Years 2017-2021</b>           |                  |                             |                     |                     |                     |                     |
| <b>Personnel</b>                 | <b>FTE Count</b> | <b>Current Per FTE Cost</b> |                     |                     |                     |                     |
| Lieutenant Salary                | 1.0              | \$ 118,205                  | \$ 125,404          | \$ 129,166          | \$ 133,041          | \$ 137,032          |
| Lieutenant Benefits              |                  | \$ 32,536                   | \$ 34,517           | \$ 35,553           | \$ 36,619           | \$ 37,718           |
| Lieutenant Overtime              |                  | \$ 2,001                    | \$ 2,123            | \$ 2,187            | \$ 2,252            | \$ 2,320            |
| Sergeant Salary                  | 5.0              | \$ 98,201                   | \$ 505,734          | \$ 520,906          | \$ 552,630          | \$ 569,208          |
| Sergeant Benefits                |                  | \$ 29,957                   | \$ 154,281          | \$ 158,909          | \$ 163,676          | \$ 168,587          |
| Sergeant Overtime                |                  | \$ 7,756                    | \$ 39,942           | \$ 41,140           | \$ 42,374           | \$ 43,646           |
| Deputy Sheriff Salary            | 9.0              | \$ 81,434                   | \$ 754,892          | \$ 777,539          | \$ 800,865          | \$ 824,891          |
| Deputy Sheriff Benefits          |                  | \$ 27,796                   | \$ 257,670          | \$ 265,400          | \$ 273,362          | \$ 281,563          |
| Deputy Sheriff Overtime          |                  | \$ 8,295                    | \$ 76,897           | \$ 79,204           | \$ 81,580           | \$ 84,028           |
| Detective Salary                 | 2.0              | \$ 82,322                   | \$ 169,584          | \$ 174,671          | \$ 179,912          | \$ 185,309          |
| Detective Benefits               |                  | \$ 24,623                   | \$ 50,723           | \$ 52,245           | \$ 53,812           | \$ 55,426           |
| Detective Overtime               |                  | \$ 8,100                    | \$ 16,685           | \$ 17,186           | \$ 17,702           | \$ 18,233           |
| School Resource Officer Salary   | 1.0              | \$ 79,213                   | \$ 81,589           | \$ 84,037           | \$ 86,558           | \$ 89,155           |
| School Resource Officer Benefits |                  | \$ 27,510                   | \$ 28,335           | \$ 29,185           | \$ 30,061           | \$ 30,963           |
| School Resource Officer Overtime |                  | \$ 2,963                    | \$ 3,052            | \$ 3,143            | \$ 3,238            | \$ 3,335            |
| <b>Total FTEs</b>                | <b>18.0</b>      |                             |                     |                     |                     |                     |
| <b>Personnel Subtotal</b>        |                  | <b>\$ 2,296,710</b>         | <b>\$ 2,365,611</b> | <b>\$ 2,436,580</b> | <b>\$ 2,509,677</b> | <b>\$ 2,584,967</b> |

|   | Count | Unit Cost   |
|---|-------|-------------|
| <b>One-Time Start-up Costs and Credits*</b>       |       |             |
| Start-up costs for Deputy/Sgt/MPD                 | 0.0   | \$ -        |
| Start-up costs for vehicle & equipment            | 0.0   | \$ -        |
| Credit for Retained Vehicles                      | 0.0   | \$ -        |
| Start-up cost for retained vehicle replacement fu | 0.0   | \$ -        |
| Credit for retained equipment, gear               | 0.0   | \$ -        |
| Start-up cost for DIS/Phone                       | 0.0   | \$ -        |
| <b>Start-up Costs and Credits Subtotal</b>        |       | <b>\$ -</b> |

**DISCUSSION ITEM 2**

**Addendum 2 (DRAFT)**

**City Of Snohomish  
Police Services Contract  
Proposal Date: May 23, 2016**

|  |           | Current   |           | 2017 | 2018              | 2019 | 2020              | 2021 |                   |    |                   |    |                   |
|--|-----------|-----------|-----------|------|-------------------|------|-------------------|------|-------------------|----|-------------------|----|-------------------|
|  | FTE Count | Unit Cost | Unit Cost |      |                   |      |                   |      |                   |    |                   |    |                   |
| <b>Years 2017-2021</b>                     |           |           |           |      |                   |      |                   |      |                   |    |                   |    |                   |
| <b>Annual Operating Costs</b>              |           |           |           |      |                   |      |                   |      |                   |    |                   |    |                   |
| Vehicle Operating Cost (Lt. & Det)         | 3         | \$        | 9,886     | \$   | 30,548            | \$   | 31,464            | \$   | 32,408            | \$ | 33,380            | \$ | 34,382            |
| Vehicle Operating Cost (Sgt., Deputy, SRO) | 15        | \$        | 14,138    | \$   | 218,432           | \$   | 224,985           | \$   | 231,735           | \$ | 238,687           | \$ | 245,847           |
| Cellular Phone Service                     | 18        | \$        | 700       | \$   | 12,978            | \$   | 13,367            | \$   | 13,768            | \$ | 14,181            | \$ | 14,607            |
| Contract Administration Services           | 18        | \$        | 182       | \$   | 3,383             | \$   | 3,484             | \$   | 3,589             | \$ | 3,696             | \$ | 3,807             |
| Phones/PCs/Information Services            | 18        | \$        | 6,531     | \$   | 121,087           | \$   | 124,719           | \$   | 128,461           | \$ | 132,315           | \$ | 136,284           |
| Evidence Facility Services**               | 18        | \$        | 1,104     | \$   | 20,461            | \$   | 21,075            | \$   | 21,707            | \$ | 22,359            | \$ | 23,029            |
| Records Management Services**              | 18        | \$        | 84        | \$   | 1,565             | \$   | 1,612             | \$   | 1,660             | \$ | 1,710             | \$ | 1,761             |
| Misdemeanor Warrant Entry                  | 383       | \$        | 5.23      | \$   | 2,063             | \$   | 2,125             | \$   | 2,189             | \$ | 2,254             | \$ | 2,322             |
| Court Ordered/Protection Entry             | 51        | \$        | 16.58     | \$   | 871               | \$   | 897               | \$   | 924               | \$ | 952               | \$ | 980               |
| Training Unit / Range                      | 18        | \$        | 603       | \$   | 11,180            | \$   | 11,515            | \$   | 11,860            | \$ | 12,216            | \$ | 12,583            |
| Outside training                           | 18        | \$        | 537       | \$   | 9,956             | \$   | 10,255            | \$   | 10,562            | \$ | 10,879            | \$ | 11,206            |
| Operational Supplies/Uniforms              | 18        | \$        | 1,750     | \$   | 32,445            | \$   | 33,418            | \$   | 34,421            | \$ | 35,454            | \$ | 36,517            |
| <b>Annual Operating Cost Subtotal</b>      |           |           |           |      | <b>\$ 464,968</b> |      | <b>\$ 478,917</b> |      | <b>\$ 493,285</b> |    | <b>\$ 508,083</b> |    | <b>\$ 523,326</b> |

|  |  |  |  |  |                   |                   |                   |                   |
|--|--|--|--|--|-------------------|-------------------|-------------------|-------------------|
| <b>Annual Operating Credits</b>          |  |  |  |  |                   |                   |                   |                   |
| Credit for Police Facility               |  |  |  |  | \$ (9,500)        | \$ (9,500)        | \$ (9,500)        | \$ (9,500)        |
| <b>Annual Operating Credits Subtotal</b> |  |  |  |  | <b>\$ (9,500)</b> | <b>\$ (9,500)</b> | <b>\$ (9,500)</b> | <b>\$ (9,500)</b> |

|                            |  |  |  |  |                     |                     |                     |                     |                     |
|----------------------------|--|--|--|--|---------------------|---------------------|---------------------|---------------------|---------------------|
| <b>Grand Total by Year</b> |  |  |  |  | <b>\$ 2,752,178</b> | <b>\$ 2,835,029</b> | <b>\$ 2,920,365</b> | <b>\$ 3,008,260</b> | <b>\$ 3,098,793</b> |
|----------------------------|--|--|--|--|---------------------|---------------------|---------------------|---------------------|---------------------|

**Notes:**  
 All personnel and operating costs reflect a 3% annual increase for CPI/COLA  
 \*\*Evidence and Records Service costs are assessed only for commissioned personnel  
 Non-Commissioned staff employed by the City are not included in this cost proposal  
 SNOOPAC, SERS and other County service contracts (PA, Jail, SRDTE, Auditor) are not included in this proposal  
 Canine supplies will be provided by the CITY or reimbursed to the COUNTY in addition to the costs detailed above  
 Credit for Police Facilities is based off of \$19/sq ft



# POLICE SERVICES CONTRACT Review

*In partnership with*



*Community First*

Snohomish *Washington*

## Police Services Contract Options

The current contract appears to meet existing needs of the community.

Looking to the future there are potential areas for improvement

- Patrol Supervisors
- Additional Supervision
- Additional Deputies

## PATROL SUPERVISORS

**Problem:**

The current contract language allows for annual patrol shift assignment based on Sheriff's Office seniority. This creates the possibility of having different Patrol Supervisors working in the city every year which causes problems for continuity of service.

## PATROL SUPERVISORS

**Solution:**

Change the designation of the 4 City of Snohomish Patrol Supervisors (Sergeant) from regular duty to Specialty and add an additional 3% specialty pay to the Sergeant positions.

By adding the specialty pay, the positions would be filled based on a selection process. Selected personnel would retain their position until they decide to leave.

## PATROL SUPERVISORS

**Cost:**

Specialty pay for 4 Sergeants:

Year one - \$17,128

Five years - \$90,993

## ADDITIONAL SUPERVISION

**Problem:**

The patrol staffing model for the police department is one supervisor and two deputies. The minimum number of staff allowed for a shift is two (either a supervisor and a deputy or two deputies).

When the supervisor is off for approved leave, the crew depends on the Sheriff's Office for critical supervisory decisions.

## ADDITIONAL SUPERVISION

**Solution:**

Upgrade 4 deputy positions, one from each crew, to Master Patrol Deputy [MPD]. This position is a back-up supervisory position with added training for the position.

When the Sergeant is on duty, the MPD would serve as back-up supervisor helping with decision making and supervisory tasks. When the Sergeant is gone, the MPD is the primary supervisor. This would result in always having a Snohomish PD supervisor on-duty.

## ADDITIONAL SUPERVISION

**Cost:**

Upgrade 4 Deputy positions to MPD:

Year one - \$26,513

Five years - \$140,760

## ADDITIONAL DEPUTIES

**Problem:**

Calls for service in the city often increase substantially in the afternoon hours. Most law enforcement agencies address this issue by adding additional call takers to the patrol staff to maintain consistent response times and to have adequate personnel on-duty to respond to in-progress emergencies.

Currently the police department does not have additional call takers available in the afternoon hours.

## ADDITIONAL DEPUTIES

**Solution #1:**

Add two additional deputies, one to each side of the week, to work a shift starting at 4 PM and ending at 4 AM.

The additional personnel would allow the police department to have one Sergeant and three Deputies on-duty between 4 PM and 4 AM. The added personnel would allow the police department to maintain a consistent response time.

## ADDITIONAL DEPUTIES

**Cost:**

Add 1 additional Deputy

One Deputy      \$169,403 year one

One Deputy      \$848,691 five years

Add 2 additional Deputies

Two Deputies    \$338,806 year one

Two Deputies    \$1,697,382 five years

## ADDITIONAL DEPUTIES

**Solution #2:**

This solution may be applied with or without additional deputies described in Solution # 1. The shift of the graveyard Sergeant would be changed 6 PM – 6 AM to 3 PM – 3 AM; this would allow for the dayshift and graveyard supervisors to overlap 3 hours and result in an extra call taker on duty between 3 PM and 6 PM.

Having the Sergeant secure at 3 AM would not create significant concern since this time of day is relatively quiet. If the crew also had an MPD, then there would be a supervisor on duty 24 hours a day.

## ADDITIONAL DEPUTIES

**Cost:**

Solution #2 would not create any additional cost beyond what has already been discussed.

## Questions & Discussion

- **Any concerns with existing services?**
- **Potential future changes in services?**
  - Patrol Supervisors—Specialty Pay
    - Proposed annual cost: \$17,128
  - Additional Supervision—Master Patrol Deputies
    - Proposed annual cost: \$26,513
  - Additional Deputies
    - Solution #1 annual cost: (1 deputy) \$169,403 or (2 deputies) \$338,806
    - Solution #2 (schedule shift) annual cost: \$0 or same as Solution #1