

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: North Kitsap School District – Law Enforcement Security (ILA)

CONFORM AS TO DATES & SIGNATURES

- (X) Approved by the Mayor: 09/19/14
- (X) Approved by the City Council: 09/03/14
- () Recorded: n/a

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- () City Attorney
- (1) Clerk's Department: Original
- (X) Posted to Library Drive
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- () Finance:
- () Fire District #18
- () Mayor
- () Municipal Court
- () MRSC
- () Parks/Recreation
- () Planning/Building
- () Police
- () Public Works/Engineering:

Kylie Purves
City Clerk

September 22, 2014
Date

INTERLOCAL AGREEMENT BETWEEN THE NORTH KITSAP SCHOOL DISTRICT
and
CITY OF POULSBO POLICE DEPARTMENT
for
LAW ENFORCEMENT SECURITY

Whereas, the North Kitsap School District provides for the partnership between the district and police agencies, including PPD, to provide law enforcement officers on NKSD campuses for extracurricular events and activities as scheduled;

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, the parties hereby agree as follows:

Section 1. Duties of Officer

PPD will assign a uniformed officer to NKSD campuses (upon request and if available) to provide security at school events in order to identify, investigate, deter and prevent crimes, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs or similar activities;

Section 2. Supervision of Officer

The officer shall remain an employee of PPD and shall not be an employee of NKSD. The officer shall remain responsive to the supervision and chain of command of PPD. PPD shall remain solely responsible for the officer's hiring, training, discipline or dismissal. Any allegation of improper conduct shall be referred to the officer's immediate supervisor or directly to the Chief of Police.

Section 3. Scheduling of Officer

With a minimum of two weeks prior notice, PPD agrees to assign an officer if available when a school calls to ask for law enforcement for an event.

The City reserves the right to reassign any officer providing services at NKSD campuses at any time in order to meet the law enforcement needs of the City. In the event that the Poulsbo Police Chief or any other person within the Poulsbo Police Department chain of command determines, in the Chief's or other person's sole discretion, that any officer or officers assigned to NKSD campuses are needed elsewhere to serve the needs of the citizens of Poulsbo, such officers can be reassigned without notice to NKSD and without the requirement to provide replacements.

Section 4. Funding

NKSD agrees to pay the City of Poulsbo the established hourly overtime rate as established by Resolution 2013-13 (Attachment A) and adjusted annually in accordance with Poulsbo Police Department Collective Bargaining Agreement plus benefits for security services provided. The Officer will work the event and the Finance Department will prepare and submit a billing to the District Office.

Section 5. No Third-Party Rights

The establishment of this program and the execution of this Agreement shall create no-third party rights. In particular, the parties agree by establishing this program, that no past

practice has been created with respect to duty assignment, the maintenance of the program, or to otherwise limit the management discretion of PPD under its collective bargaining agreement. This Agreement further shall not create any third-party rights to the officer assigned or any other officer of the Poulsbo Police Department, to the citizens of North Kitsap School District, or to any other person.

Section 6. Insurance and Indemnification

The parties shall separately maintain their own appropriate liability and casualty insurance policies as they, in their sole discretion, deem appropriate. The parties further agree that no indemnification shall be provided for except as specifically set forth below and that the respective liability of the parties to each other and to third persons shall be determined in accordance with the laws of the State of Washington. NKSD will protect, defend, indemnify and hold harmless PPD, its officers, employees or agents from any and all costs, claims, judgments or awards of damage arising out of or in an any way resulting from negligent acts or omissions of NKSD, its officers, employees or agents. PPD will protect, defend, indemnify and hold harmless NKSD, its officers, employees or agents from any and all costs, claims, judgments or awards of damage arising out of or in an any way resulting from negligent acts or omissions of PPD, its officers, employees or agents. In the event of concurrent liability, the Parties shall have the right of contribution in proportion to the respective liability of each party. Nothing contained in this Section shall be deemed to waive immunities established pursuant to State statute nor to create third-party rights or immunities.

Section 7. Independent contractor status of PPD

Both parties understand and agree that PPD is acting hereunder as an independent contractor, with the following intended results:

- 1) Control of personnel, standards of performance, discipline and other aspects of performance of the officer shall be governed entirely by PPD;
- 2) All persons rendering services hereunder shall be for all purposes employees of PPD;
- 3) All liabilities for salaries or wages or any other compensation shall be the responsibility of PPD.

Notwithstanding the above, the parties do not intend to create any "special relationship" or "special duty" by entering into this agreement and the City of Poulsbo expressly disclaims any guarantee as to the safety or security of persons or property at NKSD campuses, whether or not City police officers are present pursuant to this agreement. The City of Poulsbo makes no representations or warranties as to such safety or security by entering into this agreement. Specifically, but not by way of limitation, the parties understand and agree that the City of Poulsbo has no greater duty with regard to the safety and security of persons or property when an officer is present at an NKSD campus than it does with regard to the general public in providing law enforcement services throughout the City.

Section 8. NKSD Responsibility for Safety and Security

Both parties understand and agree that NKSD retains its legal responsibility for the safety and security of the school district, its employees, students and property and that this Agreement does not alter that responsibility.

Section 9. Term of the Agreement

The Agreement shall be effective commencing September 1, 2014 and expires on August 31, 2015 unless mutually extended by the parties in writing.

DATED this ___ day of _____, 2014

NORTH KITSAP SCHOOL DISTRICT


Patricia Page, Superintendent

DATED this 19th day of September, 2014

City of Poulsbo



Rebecca Erickson, Mayor

DATED this 19th day of September, 201~~4~~

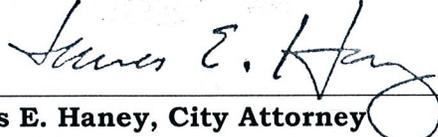
Attest:



Kylie Purves, City Clerk

DATED this 19th day of September, 2014

APPROVED AS TO FORM:



James E. Haney, City Attorney

POULSBORO CITY COUNCIL AGENDA SUMMARY

MEETING DATE: 09/03/2014

AGENDA ITEM:	
EXHIBITS:	Interlocal Agreement & Resolution 2013-13
STAFFED BY:	Chief Al Townsend
CATEGORY:	Consent Agenda
MAYOR OK/Initial:	<input style="width: 100px; height: 20px;" type="text"/>

SUMMARY STATEMENT:	
<p>Attached is the updated interlocal agreement between the North Kitsap School District and the City of Poulsbo for police services/law enforcement security for times when the district hires officers in an off-duty capacity for special events such as district sporting events.</p> <p>The only change to this document for the 2014-15 school year is the dates and the corresponding City Council Resolution number.</p>	
<input type="checkbox"/> Additional Staff Report Attached	

COMMITTEE RECOMMENDATION:	
Committee	Not Applicable

IMPACTS:	
Expenditure Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Included in Budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount: \$

RECOMMENDED ACTION:	
<p>Authorize the mayor to sign the interlocal agreement between the North Kitsap School District and the City of Poulsbo Police Department for law enforcement security.</p>	

SAMPLE MOTION:

I move to authorize the mayor to sign the interlocal agreement between the North Kitsap School District and the City of Poulsbo Police Department for law enforcement security.

POULSBO DISTRIBUTION SCHEDULE

RESOLUTION NO. 2013-13

SUBJECT: 2014 Salaries and Wages

CONFORM AS TO DATES & SIGNATURES

- (X) Filed with the City Clerk: 11/21/2013
- (X) Passed by the City Council: 12/04/2013
- (X) Signature of Mayor
- (X) Signature of City Clerk
- () Publication: N/A
- (X) Effective: 12/04/2013

DISTRIBUTED COPIES AS FOLLOWS:

- () NK Herald:
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- () Civil Service Commission and/or Sec/Chief Examiner
- (X) Clerk's Department: Original
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- () Finance:
- () Fire District No. 18
- () Mayor
- () Municipal Court
- () MRSC from website:
- () Parks/Recreation:
- () Planning/Building:
- () Police
- () Public Works
- (X) Posted to Library Drive and Website

Nicole Stephens
Interim City Clerk

December 10, 2013
Date

POULSBO DISTRIBUTION SCHEDULE

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Nicole Stephens
Interim City Clerk

December 10, 2013
Date

RESOLUTION NO. 2013-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POULSBO, WASHINGTON, AMENDING THE SALARY AND WAGE SCHEDULE FOR ALL CITY EMPLOYEES ADOPTED BY ORDINANCE 84-57, AS LAST AMENDED BY RESOLUTION 2012-17.

WHEREAS, Ordinance No. 84-57 of the City of Poulsbo, passed by the City Council on December 12, 1984, established a salary and wage schedule for all City employees and provided for revisions to such schedule by resolution of the City Council; and

WHEREAS, the City Council desires to amend the Salary and Wage Schedule to reflect revisions to salaries of certain City employees, now therefore,

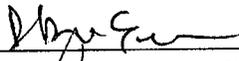
THE CITY COUNCIL OF THE CITY OF POULSBO, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Salary and Wage Schedule Amended. The City of Poulsbo Salary and Wage Schedule for all City employees, adopted by Ordinance No. 84-57 and last amended by Resolution No. 2012-17, is hereby further amended to read as set forth on the attached Exhibit and incorporated herein by this reference as if fully set forth herein. The said schedule shall be the official City of Poulsbo Salary and Wage Schedule for all City employees. All compensation of City employees shall be in accordance with this schedule and any future amendments thereto.

Section 2. Effective Date. All salaries and wages set forth on Exhibit A shall be effective as of January 1, 2014, unless another date is specified on the Exhibit.

RESOLVED this 4th day of December, 2013.

APPROVED:



MAYOR, REBECCA ERICKSON

ATTEST/AUTHENTICATED:



NICOLE STEPHENS, CMC, INTERIM CITY CLERK

FILED WITH THE CITY CLERK: 11/21/2013
PASSED BY THE CITY COUNCIL: 12/04/2013
RESOLUTION NO. 2013-13

LONGEVITY

- A. All regular employees shall receive an additional pay increment beginning after completion of five (5) years of continuous employment. This increment shall be equal to one percent (1%) of earnings for each five (5) years of continuous service completed:

<u>Total Years Service</u>	<u>Additional Increment</u>
6-10 years	1%
11-15 years	2%
16-20 years	3%
21-25 years	4%
26-30 years	5%

Longevity calculation equals current year salary plus overtime from November 1st of the preceding year to October 31st of the current year multiplied by the eligible percentage. Longevity will not be calculated on vacation or sick leave cash-outs.

CITY OF POULSBO

2014 MANAGEMENT SALARY SCHEDULE							
Effective January 1, 2014, 2013 salary ranges increase by 2%							
Classification		A	B	C	D	E	F
Police Chief	1	103,802	106,916	110,123	113,427	116,830	120,335
Finance Director	2	95,133	97,987	100,927	103,955	107,074	110,286
Planning Director	3	94,130	96,954	99,863	102,859	105,945	109,124
Deputy Chief	4	91,517	94,262	97,090	100,003	103,003	106,093
Park and Recreation Director	5	91,132	93,866	96,682	99,582	102,569	105,647
City Engineer	6	89,378	92,059	94,821	97,666	100,596	103,614
Assistant City Engineer	7	78,636	80,995	83,425	85,928	88,506	91,161
IT Manager	8	76,035	78,316	80,665	83,085	85,578	88,145
PW Superintendent	9	72,870	75,056	77,308	79,627	82,016	84,476
City Clerk	10	72,737	74,919	77,167	79,482	81,866	84,322
Human Resources Manager	11	72,693	74,874	77,120	79,434	81,817	84,271
Court Administrator	12	71,281	73,419	75,622	77,891	80,228	82,635
Accounting Manager	13	63,829	65,744	67,716	69,747	71,839	73,994
Information Technology Sr Technician	14	58,329	60,079	61,881	63,737	65,649	67,619
Office Manager	15	52,732	54,314	55,943	57,621	59,350	61,131

2014 NON-REPRESENTED HOURLY EMPLOYEES							
Effective January 1, 2014, 2013 wage rates increase by 2%							
Classification		A	B	C	D	E	F
Preschool Assistant	1	11.28	11.77	12.20	12.70	13.21	13.73
Receptionist	2	12.16	12.54	12.87	13.27	13.69	14.09
	3	14.30	14.90	15.45	16.10	16.75	17.41
Preschool Coordinator	4	14.54	15.12	15.72	16.34	17.01	17.70
Custodian	5	18.77	19.31	19.92	20.51	21.13	21.73
Office Clerk II	6	20.37	20.98	21.62	22.27	22.92	23.58
Administrative Assistant	7	22.04	22.72	23.38	24.07	24.81	25.56
Community Service Officer	8	22.38	23.05	23.78	24.49	25.20	26.00
Recreation Programmer	9	24.17	24.92	25.66	26.43	27.20	28.04
	10	27.86	28.69	29.55	30.44	31.37	32.29

2014 ELECTED/APPOINTED OFFICIALS		
*Effective January 1, 2014, 2013 wage rates increase by 2%		
City Council - Position 1-7	\$	6,000 Annual
Mayor	\$	70,371 Annual*
Judge	\$	54,523 Annual*

2014 CASUAL LABOR WAGE SCALE							
	A	B	C	D	E	F	
	1	9.32	9.40	9.45	9.50	9.75	10.00
	2	10.25	10.50	10.75	11.00	11.25	11.50
	3	11.75	12.00	12.25	12.50	12.75	13.00
	4	13.50	14.00	14.50	15.00	15.50	16.00
	5	16.50	17.00	17.50	18.00	18.50	19.00
	6	19.50	20.00	20.50	21.00	21.50	22.00
	7	22.50	23.00	23.50	24.00	24.50	25.00
	8	25.50	26.00	26.50	27.00	27.50	28.00
	9	29.00	30.00	31.00	32.00	33.00	34.00
	10	35.00	36.00	37.00	38.00	39.00	40.00
	11	41.00	42.00	43.00	44.00	45.00	46.00
	12	46.50	47.00	48.00	49.00	50.00	51.00
	13	55.00	60.00	65.00	70.00	75.00	80.00
	14	85.00	90.00	95.00	100.00	115.00	125.00

CITY OF POULSBO

2014 TEAMSTERS LOCAL #589 (Admin/Public Works) SALARY SCHEDULE							
Effective January 1, 2014, 2013 wage rates increase by 2%							
Classification		A	B	C	D	E	F
Receptionist	1	13.42	13.83	14.26	14.69	15.10	15.57
	2	13.71	14.11	14.50	14.98	15.42	15.91
	3	13.99	14.37	14.80	15.27	15.72	16.20
	4	14.26	14.69	15.10	15.58	16.03	16.53
	5	14.50	14.98	15.42	15.91	16.33	16.88
	6	14.83	15.28	15.74	16.21	16.68	17.21
	7	15.10	15.58	16.03	16.53	17.01	17.53
	8	15.42	15.91	16.33	16.88	17.34	17.89
	9	15.74	16.21	16.69	17.21	17.72	18.23
	10	16.03	16.55	17.03	17.53	18.07	18.60
	11	16.39	16.88	17.35	17.89	18.44	19.00
	12	16.69	17.21	17.72	18.23	18.80	19.36
	13	17.03	17.54	18.07	18.62	19.19	19.75
	14	17.35	17.89	18.45	19.01	19.58	20.15
	15	17.73	18.23	18.80	19.36	19.95	20.54
	16	18.07	18.62	19.19	19.75	20.35	20.98
	17	18.45	19.01	19.58	20.15	20.75	21.37
	18	18.81	19.36	19.95	20.55	21.17	21.78
Custodian, Grounds Maintenance Tech I	19	19.21	19.75	20.37	20.98	21.61	22.26
Accounting Clerk, Office Clerk I	20	19.58	20.15	20.75	21.37	22.04	22.71
	21	19.95	20.55	21.19	21.79	22.46	23.14
Office Clerk II	22	20.37	20.98	21.62	22.27	22.92	23.58
Police Clerk	23	20.78	21.38	22.04	22.71	23.37	24.07
Building Permit Specialist	24	21.19	21.79	22.48	23.15	23.82	24.56
Grounds Maintenance Tech II	25	21.62	22.26	22.91	23.59	24.33	25.03
Maintenance Technician I, Administrative Ass't	26	22.04	22.72	23.38	24.07	24.81	25.56
Judicial Specialist	27	22.48	23.15	23.82	24.56	25.30	26.08
Accounting Technician, Contract Admin/Acct	28	22.91	23.59	24.33	25.03	25.79	26.60
Deputy City Clerk	29	23.38	24.08	24.81	25.56	26.31	27.12
	30	23.85	24.57	25.30	26.08	26.85	27.63
Support Services Manager, Recreation Programmer	31	24.33	25.03	25.80	26.60	27.40	28.19
Engineering Technician, Maintenance Tech Senior	32	24.82	25.58	26.32	27.12	27.92	28.77
	33	25.31	26.08	26.86	27.64	28.50	29.33
Mechanic, Maintenance Mechanic	34	25.80	26.61	27.41	28.19	29.06	29.93
Field Inspector	35	26.32	27.13	27.93	28.78	29.64	30.48
Sr Field Inspector	36	26.87	27.64	28.52	29.33	30.24	31.14
Engineering Senior Technician, Utility Planner	37	27.41	28.19	29.05	29.93	30.83	31.75
Building Inspector	38	27.93	28.78	29.65	30.52	31.46	32.39
Associate Planner	39	28.50	29.36	30.24	31.14	32.10	33.03
Public Works Foreman	40	29.07	29.96	30.83	31.75	32.72	33.68

2014 POULSBO POLICE OFFICERS ASSOCIATION (PPOA) SALARY SCHEDULE							
Effective January 1, 2014, 2013 wage rates increase by 2 ½% per union contract.							
Classification		A	B	C	D	E	F
Police Officer	1	30.66	31.53	32.49	33.49	34.47	35.48
Police Sergeant	2	36.07	37.12	38.24	39.40	40.59	41.82
Probationary entry-level Police Officers shall be paid 85% of step "A". After satisfactory completion of the Police Academy or six months of employment, whichever occurs first, the employee shall be paid one hundred percent (100%) of step "A". The 85% rate shall apply towards the twelve months of step "A".							