

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

Agenda Request

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Andy Pernsteiner, Sheriff

DATE: January 27, 2025

SUBJECT: Amendment No. 1 to the Interlocal Agreement by and between Jefferson County and the City of Port Townsend for Law Enforcement Services

STATEMENT OF ISSUE:

Jefferson County Sheriff's Office (JCSO) requests Board approval of this amended agreement with the City of Port Townsend for law enforcement services, which adjusts the fully loaded rate of pay for the assigned deputy for years 2025-2027 reflecting the updates to the current pay, benefits and vehicle rates for Jefferson County commissioned deputies.

ANALYSIS:

JCSO has been providing deputies to cover vacant shifts for the Port Townsend Police Department (PTPD) since 2016 at an overtime rate. Jefferson County and the City of Port Townsend entered into an interlocal agreement on March 9, 2022, which replaced the prior agreement, for the JCSO to provide law enforcement services in the City of Port Townsend compensated at the fully loaded pay rate for the assigned deputy per the schedule attached as Exhibit "A". The pay rate for the assigned deputy in the schedule is out of date and needs to be adjusted for years 2025-2027. Amended Exhibit "A" provides the updated pay rate schedule for years 2025-2027.

FISCAL IMPACT:

Pursuant to the interlocal agreement, Jefferson County invoices the City of Port Townsend at the rate in Exhibit "A", resulting in no impact to county funds.

RECOMMENDATION:

JCSO recommends Board approval of the amendment to the interlocal agreement to provide compensation at the current rate.

REVIEWED BY:


Mark McCauley, County Administrator

1/24/25
Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: City of Port Townsend

Contract No: JCSO 2025 COMP

Contract For: Amendment for compensation of law enforcement services in Port Townsend

Term: Start 01/01/2025 - up to 12/31/2031

COUNTY DEPARTMENT: Jefferson County Sheriff's Office

Contact Person: Andy Persteiner

Contact Phone: (360) 344-9760

Contact email: apernsteiner@co.jefferson.wa.us

AMOUNT: Reimbursement at a per service rate

Revenue: _____

Expenditure: _____

Matching Funds Required: No

Sources(s) of Matching Funds _____

Fund #

180

Munis Org/Obj _____

PROCESS:

- | | |
|-------------------------------------|-------------------------|
| ☐ | Exempt from Bid Process |
| ☐ | Cooperative Purchase |
| ☐ | Competitive Sealed Bid |
| ☐ | Small Works Roster |
| ☐ | Vendor List Bid |
| ☐ | RFP or RFQ |
| ☒ | Other: ILA |

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Lase

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 1/24/2025.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

Electronically approved as to form by PAO on 1/23/2025.

Amendment drafted with the assistance of the PAO.

Amendment to update compensation schedule.

**AMENDMENT NO. 1 to the
INTERLOCAL AGREEMENT
by and between
JEFFERSON COUNTY
and
THE CITY OF PORT TOWNSEND
FOR LAW ENFORCEMENT SERVICES**

This Amendment No. 1 ("this Amendment") to the Interlocal Agreement for law enforcement services ("this Agreement") is made and entered into by and between Jefferson County, a political subdivision under the laws of the State of Washington ("County") and the City of Port Townsend, a non-charter code city ("City"), (collectively "Parties").

WHEREAS, the Parties want to amend the Interlocal Agreement entered into between them on March 9, 2022;

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose.** The purpose of this Amendment is to adjust the fully loaded rate of pay for the assigned deputy for years 2025-2027 based the updates to the current pay, benefits and vehicle rates for Jefferson County commissioned deputies.
2. **Amendment. Exhibit A,** which includes the fully loaded pay rate schedule for the assigned deputy, is amended to adjust the pay rate for years 2025-2027 to reflect the updates referenced above. For years beyond 2027, the fully loaded pay rate shall be renegotiated. However, the fully loaded pay rate for 2027 shall apply until the Parties agree on a negotiated rate for subsequent years or this Agreement is terminated pursuant to **Section 5.B.** of this Agreement.
3. This Amendment is effective January 1, 2025. Work performed consistent with this Amendment during its term, put prior to the adoption of this Amendment, is hereby ratified.
4. **Other terms.** All other terms remain the same.

(SIGNATURES FOLLOW ON NEXT PAGE)

Jefferson County, Washington
Board of County Commissioners

City of Port Townsend

By: _____
Heidi Eisenhour, Chair Date

By: _____
John Mauro, City Manager Date

By: _____
Greg Brotherton, Member Date

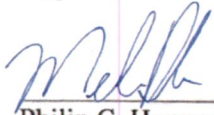
By: _____
Heather Dudley-Nollette, Member Date

SEAL:

ATTEST:

Carolyn Gallaway, CMC Date
Clerk of the Board

Approved as to form only:

 for _____ 01/23/2025
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

I approve this Amendment to the Interlocal Agreement between the County and the City.

JEFFERSON COUNTY SHERIFF



Andy Pernsteiner, Sheriff

Date: _____

1-23-2025

PORT TOWNSEND POLICE CHIEF

Thomas A. Olson, Chief of Police

Date: _____

EXHIBIT "A"

2025 Regular Hourly Rate	
Deputy hourly OT rate	\$79.27
Benefits (34%)	\$26.95
Total hourly	\$106.22
Overhead (10%)	\$10.62
Vehicle hourly rate	\$11.54
Total (with vehicle, benefits and overhead)	\$128.38

2025 Holiday Overtime Rate	
Holiday OT rate	\$105.70
Benefits	\$26.95
Total hourly	\$132.65
Overhead (10%)	\$13.26
Vehicle hourly rate	\$11.54
Total (with vehicle, benefits and overhead)	\$157.45

2026 Regular Hourly Rate	
Deputy hourly OT rate	\$80.86
Benefits (34%)	\$27.49
Total hourly	\$108.35
Overhead (10%)	\$10.83
Vehicle hourly rate	\$11.89
Total (with vehicle, benefits and overhead)	\$131.07

2026 Holiday Overtime Rate	
Holiday OT rate	\$107.82
Benefits	\$27.49
Total hourly	\$135.31
Overhead (10%)	\$13.53
Vehicle hourly rate	\$11.89
Total (with vehicle, benefits and overhead)	\$160.73

2027 Regular Hourly Rate	
Deputy hourly OT rate	\$82.48
Benefits (34%)	\$28.04
Total hourly	\$110.52
Overhead (10%)	\$11.05
Vehicle hourly rate	\$12.25
Total (with vehicle, benefits and overhead)	\$133.82

2027 Holiday Overtime Rate	
Holiday OT rate	\$109.98
Benefits	\$28.04
Total hourly	\$138.02
Overhead (10%)	\$13.80
Vehicle hourly rate	\$12.25
Total (with vehicle, benefits and overhead)	\$164.07

INTERLOCAL AGREEMENT
BETWEEN JEFFERSON COUNTY
AND
THE CITY OF PORT TOWNSEND
FOR LAW ENFORCEMENT SERVICES

Preamble. This Interlocal Agreement between Jefferson County and the City of Port Townsend for Law Enforcement Services (this Agreement) is made and entered into effective January 1, 2022, by and between Jefferson County, (County) a political subdivision, and the City of Port Townsend, a non-charter code city, (City) both entities duly organized and operating under and by virtue of the laws of the State of Washington. The County and the City collectively are the "Parties."

Now, therefore, in consideration of the terms, conditions, covenants stated in this Agreement and for the performance required below, the Parties agree as follows:

Section 1. Purpose and Limitation: The City desires to contract with the County by way of Interlocal Cooperative Agreement pursuant to RCW 39.34.180 and RCW 10.93.130 for the provision of Law Enforcement Services to the City.

Section 2. Authority: This Agreement is based upon the authority of RCW 10.93.130, which provides in relevant part as follows:

Under the interlocal cooperation act, chapter 34.30 RCW, any law enforcement agency referred to by this chapter may contract with any other such agency and may also contract with any law enforcement agency of another state, or such state's political subdivision, to provide mutual law enforcement assistance. The agency with primary territorial jurisdiction may require that officers from participating agencies meet reasonable training or certification standards or other reasonable standards.

Section 3. Definitions:

- A. Agreement. "Agreement" means this Interlocal Agreement between Jefferson County and the City of Port Townsend for Law Enforcement Services.
- B. City. "City" means the City of Port Townsend, Washington.
- C. County. "County" means Jefferson County, Washington.
- D. Law Enforcement Services. "Law Enforcement Services" means all services that are normally performed by the Port Townsend Police Department from law enforcement to peace keeping activities.
- E. Parties. "Parties" means both the City and the County.

F. Party. "Party" means one of the Parties.

Section 4. County to Provide Law Enforcement Services for the City:

- A. Through its Sheriff's Office, the County shall provide Law Enforcement Services within the corporate limits of the City at the request of the City.
1. Law Enforcement Services shall encompass the duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County and Police Chief of the City under the laws of the State of Washington.
 2. Law Enforcement Services shall include the enforcement of statutes of the State of Washington and the municipal ordinances of the City, as are enforced by the Sheriff within unincorporated territory of the County and the Police Chief of the City.
 3. Law Enforcement Services shall be provided by the employees of the Sheriff's Department as specifically requested by the City. As of the date of this Agreement, Law Enforcement Services shall be limited to patrol services and investigative services. The Parties agree that the Sheriff and the Chief of the Police may, by written amendment, add Law Enforcement Services s within the City's budget without seeking approval from their respective legislative authorities.
 4. Control of assigned deputies. Assigned deputies shall be under the operational control of the City and shall proactively respond to City calls for service when assigned to the City. Assigned deputies shall not work on County administrative work when assigned to the City. The discipline of the officers, and other matters incident to the performance of such Law Enforcement Services and the control of personnel so employed, shall remain in the County. The County shall furnish and supply all necessary personnel, equipment, communication facilities, vehicles, and supplies necessary to maintain the level of service to be rendered under this Agreement, and shall pay all salaries and employee benefits and other costs in connection therewith.
- B. The City shall pay the County the "fully loaded" rate for the assigned deputy, which rate shall be in accordance with the schedule at Exhibit A. Under no circumstances shall the City pay amounts above those in Exhibit A, even in the unlikely event that deputies already are receiving County overtime.¹ Additionally, if a deputy is in an overtime status with the County because of being assigned to work a City shift, the City shall pay 1.5 times that deputy rate. Amounts are to be paid within 30 days of the City receiving an invoice from the County.²
- C. The City shall also pay the County those overtime expenses for assigned deputies related to their service for the City, such as court appearances.

¹ This language was added to address Heidi's comments in footnote 2, below.

² Heidi: "Are we paying 1.5 times about the deputy's overtime rate? We should never get a deputy assigned to the city that is already on county overtime." RESPONSE: A₂new Section 4.A.4. was added to address this concern.

- D. All persons employed in the performance of Law Enforcement Services and functions pursuant to this Agreement for the City shall be County employees and not City employees.
- E. For the purpose of performing Law Enforcement Services pursuant to the Agreement and only for the purpose of giving official status to the performance thereof, every assigned deputy engaged in performing any such service and function shall be deemed to be an officer or employee of the City while performing Law Enforcement Services and is a municipal function. The assigned deputy will report to the on-duty city supervisor or officer at the start of their shift to receive any guidance or City pass-ons.
- F. The parties acknowledge they will both have variable quantities of resources (County deputies willing to work additional shifts or City revenue) available to them to undertake the Law Enforcement Services to be performed in accordance with this Agreement. Neither Party to this Agreement is obligated to expend funds not budgeted in their approved budget in furtherance of this Agreement unless the person administering this Agreement for that Party decides to do so and does so through a lawful budget extension process.
- G. Nothing in this Agreement shall be in derogation of or revise, repeal or alter the terms and obligations of any collective bargaining agreement applicable to any commissioned employee of the Jefferson County Sheriff or the City of Port Townsend Police Department.
- H. The Jefferson County Sheriff and the City of Port Townsend Police Chief, or any designee of either person listed here, shall administer this Agreement for their respective local governments.

Section 5. Additional Terms and Conditions.

A. Relationship of the Parties.

- 1. No agent, official, employee, servant, or representative of the City shall be deemed an officer, employee, agent, servant or representative of the County for any purpose.
- 2. No agent, official, employee, servant or representative of the County shall be an officer, employee, agent servant or representative of the City for any purpose, other than the circumstances described in Section 4.F.
- 3. Nothing contained in this Agreement shall be considered as in any way constituting a partnership between the City and the County.
- 4. The City is not required to nor shall it provide any benefits to the persons performing the Law Enforcement Services, except as specifically provided in this Agreement.

B. Duration and Termination.

- 1. This Agreement shall be in force and effect on January 1, 2022, and shall remain in effect (a) for a period of ten years; or (b) until the legislature amends RCW 39.34.030 to affect the relationship of the Parties pursuant to that law; or (c) until terminated by either Party as provided for in Section 5.B.2, whichever shall occur first.

2. Either Party may terminate this Agreement, prior to its expiration, for cause, by providing the other Party at least 90 days prior written notice.

C. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

D. Indemnification.

1. To the fullest extent allowed by law, the City will be solely and entirely responsible for its acts/omissions and for the acts/omissions of its agents, employees, servants, or representatives. To the fullest extent allowed by law, the County will be solely and entirely responsible for its acts/omissions and for the acts/omissions of its agents, employees, servants or representatives.
2. Each Party agrees to defend and indemnify the other Party and its elected and appointed officials, officers, employees and agents from and against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated.
3. 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 unenforceability or invalidity of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded on account of the unenforceability or invalidity of such City ordinance against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
4. This provision shall survive the termination of this Agreement.

E. Non-Payment and Other Defaults. In the event of any default hereunder, upon thirty (30) days written notice by the County to the City with regard to failure to make any payment required, and in the event same shall not be cured within sixty (60) days, then the County shall be entitled, without further notice or demand, to give notice of termination as set forth in Section 5.B Duration and Termination, including any other remedy granted at law or in equity.

F. Disputes. Disputes shall be referred to the County Administrator and the City Manager for settlement. If disputes are not resolved by the Parties within thirty (30) days of the referral, unless the Parties agree to an extension of time, the dispute shall be referred to an arbitrator who has been mutually agreed upon by the City and County. Or if they cannot agree to an arbitrator, the Parties may apply to the presiding judge of the Jefferson County Superior Court for appointment of an arbitrator. The arbitrator's decision shall be final and binding on both

Parties; provided however, an arbitrator's decision may be appealed to Superior Court if it is based on an error of law, is arbitrary and capricious, is not founded on substantial facts or exceeds the authority of the arbitrator. Each Party shall pay one-half of the arbitrator's fee. If mutual written consent to apply for the appointment of an arbitrator is not reached, either Party may seek court action to decide the disputed contract provision.

- G. Notice. Any notice required to be given by either Party to the other shall be deposited in the United States mail, postage prepaid, addressed:

To the County at:

The Jefferson County Commissioners' Office
P.O. Box 1220
Port Townsend, WA 98368

To the City at:

City Manager
250 Madison Street
Port Townsend, WA 98368

Or, at such other address as either Party may designate to the other in writing from time to time.

All notices to be given with respect to this Agreement shall be in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing in this section shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

- H. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties and supersedes all prior agreements, contracts, and understanding, written or oral. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. Any and all previous agreements, understandings, and the like, oral or otherwise, are hereby revoked.
- I. Headings. The headings of the sections of this Agreement are for convenience of reference only and do not restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
- J. Construction of Agreement. The Parties negotiated this Agreement at arms-length, with the assistance and advice of competent, independent legal counsel. In the event of a dispute between the Parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any Party nor in favor of any Party.
- K. Execution. This Agreement is executed by each Party acting with authority granted, where required, by its governing body. This Agreement may be executed in counterpart originals. A

copy of each such executed counterpart original shall be delivered to each Party upon that Party's execution of a counterpart original.

- L. Administration. This Agreement will be administered by the County. This Agreement does not create any separate legal or administrative entity. However, nothing in this Agreement is intended to prevent or otherwise interfere with discussions or decisions that may be made by the Parties during the Annual Review. Further, the Parties understand and agree that there will be communication between the Parties to effectuate the terms of this Agreement.
- M. No Joint Budget. This Agreement does not contemplate a joint budget.
- N. Property Acquisition and Disposition. This Agreement does not contemplate the joint acquisition of property by the Parties. At termination, each Party will remain the sole owner of its own property.
- O. Applicable Law and Venue. The Parties signed this Agreement in the State of Washington. The laws of the United States, the State of Washington, and the County of Jefferson govern this Agreement, as if applied to transactions agreed upon and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No Party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement. The venue for any court action will be in Kitsap County Superior Court.
- P. Nondiscrimination.
 - 1. The Parties agree not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as required by law, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
 - 2. The Parties shall comply with all federal, state, or local laws, ordinances, rules, or regulations with respect to nondiscrimination and equal employment opportunity applicable to the work to be done under this Agreement.
 - 3. Violation of this section shall be a material breach of this Agreement and grounds for cancellation, termination or suspension, in whole or in part.
- Q. Waivers. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.
- R. Files. All files and other documents maintained by the County relating to this Agreement or the Law Enforcement Services provided pursuant to this Agreement shall be the files of the County. On request, such files will be made available for review by the City through its City Attorney or other duly authorized representative during normal business hours.

- S. Records Retention. The Parties shall keep and maintain all records required by law in connection with the performance of this Agreement.
- V. Public Records Requests. The County shall be responsible for timely and adequately responding to requests for records addressed to it under the Public Records Act. The City shall be responsible for timely and adequately responding to requests for records addressed to it under the Public Records Act.
- W. Challenges. The entry into this Agreement shall not be construed to be a waiver or abandonment of any defense or claim either party may have against the other notwithstanding the entry into this Agreement.
- X. Mutual Objectives. Each Party agrees to aid and assist the other in carrying out the objectives of this Agreement.
- Y. Authority. Each person who signed this Agreement acted with authority granted, where required, by a governing body of a party.

(SIGNATURES ARE ON THE FOLLOWING PAGES)

**JEFFERSON COUNTY BOARD OF
COMMISSIONERS**

CITY OF PORT TOWNSEND

Heidi Eisenhour 3/7/22 John Mauro 3-9-22
Heidi Eisenhour, Chair Date John Mauro, City Manager Date



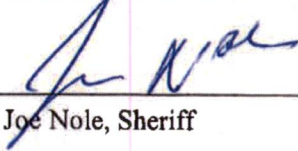
Carolyn Galloway 3/7/22
Carolyn Galloway Date
Clerk of the Board

Approved as to form only:

P. C. Hunsucker March 3, 2022
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

I approve the above Interlocal Agreement Between Jefferson County And the City of Port Townsend
Regarding Law Enforcement Services

JEFFERSON COUNTY SHERIFF



Joe Nole, Sheriff

Date: 3/8/2022

PORT TOWNSEND POLICE CHIEF



Thomas A. Olson, Chief of Police

Date: 3/8/22

EXHIBIT "A"

2022 Regular Deputy Hourly OT: \$63.56

Benefits \$14.90

Total hourly \$78.46

Overhead (10%) \$7.85

Vehicle hourly rate \$12.03

TOTAL \$98.34

(with vehicle, benefits and overhead)

2022 Holiday Deputy Hourly OT: \$84.74

Benefits \$14.90

Total hourly \$99.64

Overhead (10%) \$9.96

Vehicle hourly rate \$12.03

TOTAL \$121.63

(with vehicle, benefits and overhead)

2023 Regular Deputy Hourly OT: \$66.24

Benefits \$15.16

Total hourly \$81.40

Overhead (10%) \$8.14

Vehicle hourly rate \$12.46

TOTAL \$102.00

(with vehicle, benefits and overhead)

2023 Holiday Deputy Hourly OT: \$88.32

Benefits \$15.16

Total hourly \$103.48

Overhead (10%) \$10.34

Vehicle hourly rate \$12.46

TOTAL **\$126.28**
(with vehicle, benefits and overhead)

2024 Regular Deputy Hourly OT:	\$66.57
Benefits	<u>\$15.20</u>
Total hourly	\$81.77
Overhead (10%)	\$8.17
Vehicle hourly rate	<u>\$12.83</u>
TOTAL	\$102.77

(with vehicle, benefits and overhead)

2024 Holiday Deputy Hourly OT:	\$88.76
Benefits	<u>\$ 15.20</u>
Total hourly	\$ 103.96
Overhead (10%)	\$ 10.39
Vehicle hourly rate	<u>\$ 12.83</u>
TOTAL	\$127.18

(with vehicle, benefits and overhead)