Town of Coupeville

4 NE Seventh ▪ PO Box 725 ▪ Coupeville WA 98239
360.678.4461 ▪ 360.678.3299 Fax ▪ www.townofcoupeville.org

TOWN COUNCIL MEETING
AGENDA
Island County Hearing Room
January 14, 2014
6:30 pm

CALL TO ORDER

PLEDGE OF ALLEGIANCE

OATH OF OFFICE - Councilmembers Dianne Binder and Pat Powell

CHANGES AND APPROVAL OF AGENDA

APPROVAL OF MINUTES

Regular Meeting of December 10, 2013 and Special Meeting of January 2, 2014

MAYOR'S REPORT

AUDIENCE INPUT- See **NOTE**

PRESENTATION

1. **Coupeville Festival Association Report – Mike Dessert, President**

NEW BUSINESS

2. **Approval of CUP 13-02 to convert an accessory building into a B & B Inn, applicant Kevin Griggs** – *Staff recommends approval of CUP 13-02 for applicant Kevin Griggs to convert an accessory building into a B&B Inn.*
3. **Approval of Collective Bargaining Agreement with Coupeville Deputy Marshal's Association for 2014-2017** – *Mayor recommends a motion to approve Agreement with the Coupeville Deputy Marshals; Association for 2014-2017.*
4. **Approval of December 31, 2013 Claims Vouchers and December Payroll** – *Staff recommends approval of the December 31, 2013 claims vouchers/warrants#26280 to #26339 for a total of $99,882.05; and December 2013 payroll warrants #14668 to #14700 for a total of $88,577.32.*

DISCUSSION

5. **Draft Interlocal Agreement with Island County for Law Enforcement Services**

AUDIENCE INPUT - See NOTE

EXECUTIVE SESSION – Personnel Evaluation and Salary Proposal

ADJOURNMENT

***NOTE*: Audience Input** - *This is time set aside for members of the public to speak to the Council about subjects of concern or interest, or items not already set aside for a public hearing. Questions presented may not be answered immediately if all information is not available, but will be responded to as soon as possible. To ensure your comments are recorded properly, you need to state your name and address clearly into the microphone. Please limit your comments to 5 minutes. Input requiring more lengthy comment is best submitted in writing.*

NOTE: Persons with disabilities requiring elevator access to the Hearing Room, please call twenty-four (24) hours prior to the scheduled event to Clerk-Treasurer (360) 678-4461, ext 7.

Eco-friendly

Town of Coupeville
Regular Council Meeting
December 10, 2013
6:30 pm

Mayor Conard called the Regular Meeting of the Coupeville Town Council to order at 6:30 pm.

PRESENT: Mayor Nancy Conard, Councilmembers Dianne Binder, Bob Clay, Jackie Henderson, Molly Hughes and Pat Powell.

STAFF PRESENT: Town Marshal Lance Davenport, Clerk-Treasurer Judy Thomas

CHANGES AND APPROVAL OF THE AGENDA

Mayor Conard added to the Agenda an executive session at the end of the meeting to discuss personnel evaluation for approximately 30 minutes.

Council Action: A motion was made by Councilmember Clay, second by Councilmember Henderson, to approve the Agenda as amended. The motion passed 5-0.

APPROVAL OF MINUTES

The minutes of the Regular Meeting of November 26, 2013, were approved as submitted.

MAYOR'S REPORT

- Mayor Conard updated Council on the the interlocal agreement with Island County for law enforcement services that we will have a revised draft for Council review and discussion at the January 14th Council meeting; then consideration and action at the January 28th meeting.
- The furnace at the Rec Hall stopped working last week. We have had some funds in the budget for the past few years to replace the existing furnace. She solicited two proposals for replacement of the furnace and both vendors suggested a ducted system with registers along both sides of the walls. One of the proposals was to put in a heat pump with a propane back-up. Council discussed the suggestion to replace the furnace and agreed to go ahead with the proposal to replace the furnace with a ducted system with a heat pump and a propane back up.
- She attended the EIS meeting, regarding the OLF, on December 3rd.
- December 6th, she joined Molly Hughes at Prairie Center and they collected donations of food and money for the Gifts from the Heart food bank.
- Last Saturday, December 7th, was the Greening of Coupeville, parade and tree lighting in the park. She commended several people on the success of the event and recognized Kelly Reipma for the lighting changes, they looked very nice.
- This week she attended the NAS community leadership meeting at the base. One of the updates they heard, depending on how the EIS works out on the Growlers, they expect about a 25% increase in staff over the next number of years.
- Mike Dessert, from the Coupeville Festival Association, will give a presentation at the January 14th Council meeting. They will be celebrating their 50th anniversary in 2014, and he will discuss some of the things they have been doing.

AUDIENCE INPUT

David Day, Coupeville, read his letter of resignation from the Coupeville Planning Commission. He explained that after 10 years on the Commission he feels it is time to give someone else the

opportunity to serve; and he discussed several of the issues he worked on during his service on the commission.

PRESENTATIONS

State of the Schools Address – Dr. Jim Shank

Dr. Jim Shank, superintendent of Coupeville School District, began in this position on June 1, 2013. He provided some handouts about the district, which included the State of the Schools Report Fall 2013. He explained that learning is the fundamental purpose of Coupeville School District. Their vision for learning is to have the students actively engaged in a higher order of literacy skills; including mathematic, scientific areas, and artistic activities. Also they want their students involved in citizenship, social studies and the principles of nation, state, and community. They want the students involved in healthy activities and a safe technologically modern and rigorous learning environment that draws the student toward career readiness. The district is working to align teaching practices with common core standards. He discussed the accomplishments and highlights of the past year. He talked about the Coupeville School District upcoming levy election, February 11, 2014, which will have two issues, as follows: Ballot Issue #1– Maintenance and Operations Levy to replace the present 4-year levy that expires in 2014 that would allow the district to maintain education al services and district facilities; Ballot Issue #2 - Technology Levy, to replace the present 4-year levy to allow purchases to expand and maintain up-to-date classroom and staff technology; hardware, software, and connectivity; and training and professional development to ensure equipment and software are used to their full potential . The combined M&O and Technology Levy rates would be $1.30263 per $1,000 of assessed value; therefore the owner of a home assessed at $300,000 would pay approximately $390 annually.

WSU (Washington State University) Beach Watcher Report 2013 – Barbara Bennett

Barbara Bennett, Program Coordinator, WSU Island County Beach Watchers, provided the 2013 report and explained what Beach Watchers does. The mission of WSU Island County Beach Watchers is to: Improve, maintain and protect a thriving Salish Sea Ecosystem through education, community outreach, stewardship and research. She provided handouts on some of their programs, as follows: WSU Island County Beach Watchers Sound Waters 2013; Digging for Dinner; Meet us at the Coupeville Wharf; and the tri-fold brochure about Beach Watchers. WSU Island County Beach Watchers partners with the Town of Coupeville to focus on water quality and conservation of marine natural resources. She thanked the Town of Coupeville for the annual grant and noted that it makes a big difference.
Wilbur Purdue, teacher at Coupeville Middle School, spoke about a program his 6th grade class worked on, culturing fungi and what makes our environment different than other areas. Gayle Nixon, a Beach Watcher, who had been an educator in Alaska, who taught science and math, explained that and she worked with students and Mr. Purdue's class. Also noted, was that 29 of the 30 new beach watchers were new to the area; and Island County Beach Watchers will celebrate its 25th anniversary in 2015.

NEW BUSINESS

Approval of Town Attorney Agreement for 2014 – *Mayor recommends approval of the Town Attorney Retainer Agreement for calendar year 2014 with Weed, Graafstra & Benson, Inc.*

Mayor Conard provided a staff report recommending approval of the contract for 2014.

Council Action: A motion was made by Councilmember Hughes, second by Councilmember Clay, to approve the Town Attorney Retainer Agreement for calendar year 2014 with Weed, Graafstra & Benson, Inc. The motion passed 5-0.

Reappointment – Bob Clay to Island Transit Board – *Mayor recommends reappointment of Bob Clay to the Island Transit Board of Directors for 2014.*

Council Action: A motion was made by Councilmember Henderson, second by Councilmember Binder, to reappoint of Bob Clay to the Island Transit Board of Directors for 2014. The motion passed 5-0.

Appointment of Mayor Pro-Tem for January through June 2014 - *Council appoints a Mayor Pro-Tem every six months.*

Council Action: A motion was made by Councilmember Hughes, second by Councilmember Henderson, to appoint Councilmember Bob Clay to serve as Mayor Pro Tem for the period January through June 2014. The motion passed 5-0.

Approval of December 10, 2013 Vouchers/Warrants and November 2013 Payroll – *Staff recommends approval of the December 10, 2013 claims vouchers/warrants #26233 to #26279 for a total of $41,154.63; and November 2013 payroll warrants #14635 to #14667 for a total of $90,453.94.*

Several questions were asked and answered and no changes were suggested.

Council Action: A motion was made by Councilmember Hughes, second by Councilmember Binder, to approve the December 10, 2013 claims vouchers/warrants #26233 to #26279 for a total of $41,154.63; and November 2013 payroll warrants #14635 to #14667 for a total of $90,453.94. The motion passed 5-0.

Mayor Conard called for a short recess at 8:05 pm.

EXECUTIVE SESSION – Discuss Personnel Evaluation

Mayor Conard called for executive session to discuss personnel evaluation for about 30 minutes. Mayor Conard, Councilmembers Binder, Clay, Henderson, Hughes and Powell, convened to executive session at 8:13 pm. At 8:45 pm Mayor Conard reconvened to regular session and extended the executive session for an additional 15 minutes. At 9:00 pm they reconvened to regular session. No action was taken.

ADJOURNMENT: 9:00 pm

Respectfully Submitted: MAYOR:

Judy A Thomas, Clerk-Treasurer Nancy Conard

A complete audio recording of this meeting is available upon request from the Clerk-Treasurer.

Town of Coupeville
Special Council Meeting
January 2, 2014
1:00 pm

Mayor Conard called the Special Meeting of the Coupeville Town Council to order at 1:00 pm.

PRESENT: Mayor Nancy Conard, Councilmembers Dianne Binder, Bob Clay, Molly Hughes and Pat Powell.

Council Action: A motion was mad by Councilmember Hughes, second by Councilmember Binder, to excuse Councilmember Jackie Henderson. The motion passed 4-0.

STAFF PRESENT: Clerk-Treasurer Judy Thomas

NEW BUSINESS

Approve Scoping Comments for EIS for EA-18G Growler Airfield Operations at NAS Whidbey Island

Mayor Conard provided a copy of a proposed letter, drafted by Councilmember Hughes and herself, and suggested that Council review and approve a letter that would then be signed by all Councilmembers.

Councilmembers discussed the letter and proposed changes.

Council Action: A motion was made by Councilmember Clay, second by Councilmember Hughes, to approve the letter as amended. The motion passed 4-0.

Mayor Conard called for a short recess at 1:20 pm.

EXECUTIVE SESSION – Discuss parameters for collective bargaining agreement with Coupeville Deputy Marshal's Association

Mayor Conard called for executive session to discuss parameters for collective bargaining agreement with Coupeville Deputy Marshal's Association for about 20 minutes. Mayor Conard, Councilmembers Binder, Clay, Hughes and Powell, convened to executive session at 1:30 pm. At 1:50 pm Mayor Conard reconvened to regular session and extended the executive session for an additional 20 minutes. At 2:10 pm they reconvened to regular session. No action was taken.

ADJOURNMENT: 2:10 pm

Respectfully Submitted: MAYOR:

Judy A Thomas, Clerk-Treasurer Nancy Conard

A complete audio recording of this meeting is available upon request from the Clerk-Treasurer.

#2

STAFF REPORT **Permit #: CUP 13-02**

DATE:	January 7, 2014
TO:	Mayor and Town Council
FROM:	Bridget Smith, Town Planner
SUBJECT:	CUP 13 - 02, Conditional Use Permit to operate a B&B Inn within a RM 9600-Medium Density Residential zone
APPLICANT:	Kevin Griggs
ADDRESS:	1808 NE Parker Rd, Coupeville WA
ZONING:	RM –9600 Medium Density Residential
COMP. PLAN:	MDR- Medium Density Residential
ATTACHMENTS:	Conditional Use Application Area plan and Pictures of the proposed B&B Inn Planning Commission meeting minutes

PROPOSAL:

The applicant proposes to convert an existing accessory building into a B&B inn at 1808 NE Parker Rd. The proposed B&B inn is located on the same parcel as the primary residence of the applicant.

CURRENT STATUS:

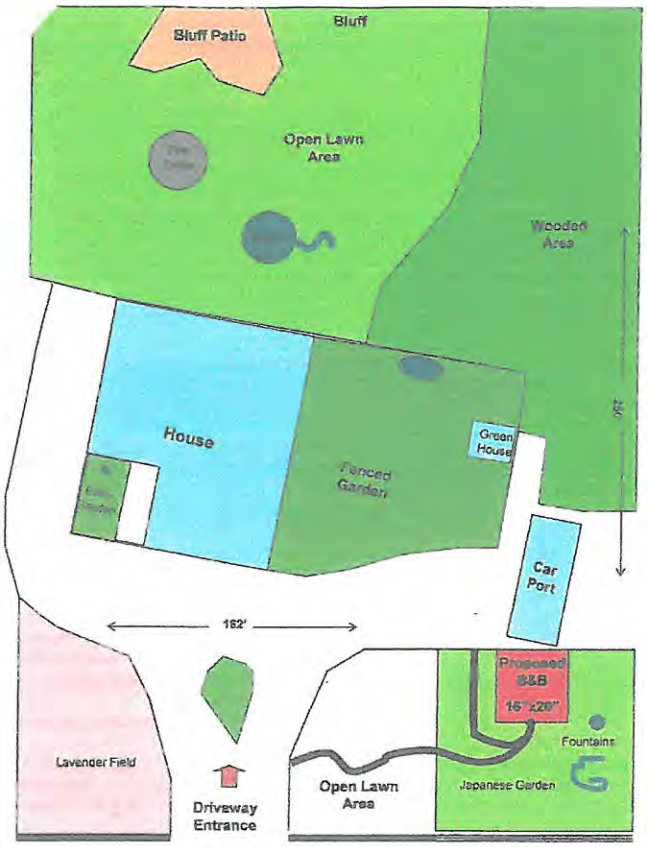
The application materials requesting a conditional use permit were submitted on October 15, 2013. In accordance with Coupeville Town Code (CTC) Section 16.06.030(E), the Town issued a Notice of Completeness on October 17, 2013. Per Section 16.06.030(f), a Notice of Application was provided to neighboring property owners and agencies with jurisdiction with a 14-day comment period. A notice of Planning Commission public hearing was published consistent with CTC Section 16.06.040.B.

In accordance with CTC Section 16.06.050(D)(2)(h), the Planning Commission conducted a predecision public hearing on the proposal and forwarded their findings of fact and recommendation to the Town Council.

ANALYSIS:

B &B inns are listed as conditional uses within the RM-9600 Medium Density Residential zoning district requiring a Conditional Use Permit (CUP). Per CTC Section 16.14.030 conditions can be assigned to otherwise permitted uses. The intentions of the conditions are to mitigate potential adverse impacts on a neighborhood or the community. Conditional uses include those land uses which are basically desirable to the community, but which may not be appropriate or compatible with all locations within a given district without additional restrictions or conditions. These conditions are intended to uphold the spirit and intent of the zoning ordinance, comprehensive plan and the harmony and beneficial use of neighboring land uses.

Site history: The property containing the proposed B&B inn has an existing house and four existing accessory buildings. The main house was built in 1997, a three car garage built in 1999 a studio with a very small open structure for meditation built in 2000, and a small greenhouse built in 2005. The B&B inn is proposed to be in the existing studio. The building is approximately 120' from the main house, located in a fenced garden. The guests will be allowed to use 1 space in the existing garage located behind the proposed B&B inn. There will not be any construction required for this application.



Definitions:

A Conditional Use is defined as" "*a use permitted in one or more zones but which, because of characteristics peculiar to such use or because of size, technological processes or equipment, or because of the exact location with reference to surroundings, streets, and existing improvements or demands upon public facilities, requires a special degree of control to make such uses consistent with and compatible to other existing or permissible uses in the same zone or zones. A conditional use is a form of special exception*".

Per Section CTC Section16.04.060 B:
A Bed and Breakfast Inn is: "*a private residence, portion thereof, or accessory structure, where transient accommodation is provided consistent with limitations provided in the zoning district in*

which it is located. The operator of the facility shall live on the premises."

16.10.080 - Transient accommodation.

This section provides supplemental standards for locating ..., bed and breakfast inns ... in those zoning districts where these uses are permitted as principal or conditional uses. "Transient accommodation" is defined as the rental of any building or portion thereof for the purpose of providing lodging for compensation for periods of thirty (30) days or less.

B. Bed and Breakfast Inns. Bed and breakfast inns are principal uses in the high-density residential district (RH) and all commercial zoning districts (HLC, TC and GC) and conditional uses within all single-family residential zoning districts (RR, LDR and RM-9600). The following supplemental standards shall apply:

1. Each bed and breakfast inn shall have an approved certificate of occupancy issued by the Town of Coupeville. *This will be a condition of the approval.*

2. The owner/manager of the bed and breakfast inn shall reside at the inn when it is open for business. *The owners live on site.*

3. The number of guest rooms shall be limited to no more than two in the LDR, RM-9600 and RH zoning districts, and to no more than six in the RR zoning district, and to no more than eight in the HLC, TC and GC zoning districts. *The proposal is to have one guest room which meets this requirement.*

4. Guest rooms at bed and breakfast inns shall be devoid of cooking facilities. *There are no cooking facilities in the guest room.*

5. In addition to the parking requirements for single-family residences, one off-street parking space shall be required for each guest room and full- time equivalent employee not resident at the inn. Parking for guests or nonresident employees is not permitted in the public right-of-way. *One parking place is provided for the B&B and there is still compliant parking for the residence (2 spaces). Three total parking spaces are provided.*

6. In residential zones, onsite meals and beverages may be served to room guests and their guests only.

7. One sign per bed and breakfast inn is permitted, subject to the commercial sign requirements elsewhere in this title. *No signage is planned at this time. If signage is desired in the future, it shall comply with current code at the time of the application.*

8. Accessory uses, buildings and structures associated with the bed and breakfast inns located in the RM-9600, LDR and RR zoning districts shall be limited to those found customarily at single-family

residences. *The use, and small structure in the garden to be used as a B&B inn, is compatible with a single family neighborhood.*

Public Comment: The Town may only accept public comment up until the time that the public comment period closes during the predecision hearing before the Planning Commission. No comments or objections were received. The Council's decision on the project shall be based upon the record created before the Planning Commission.

Required Findings: In order to grant a conditional use permit, the Town must make findings as noted below. Following each required finding is a brief analysis of how the current proposal meets or does not meet these standards.
CTC Section 16.14.030 C.

1. **The proposed use, at the proposed location, is consistent with the purposes of the Development Regulations and zoning district in which it is to be located, and that the proposed use will meet all the applicable requirements of the development regulations.**

The Medium Density zoning district is intended to provide "a stable environment for residential development, with adequate public services to serve residential development and prohibit uses that would violate the single- family nature of the neighborhood." *The use proposed in this application is in an existing accessory building. Since no new construction is proposed many of the Town's development regulations such as setback, height and lot coverage are not applicable to this proposal. The one standard that does apply is off street parking. Similar to Single Family Residences, B&B inns are required to provide on site parking. There are 3 parking places available in an existing garage. Two places are required for single family and one for B&B inns. The current parking available is adequate to meet this requirement. The development requirements are fulfilled.*

2. **The proposed use, at the proposed location, will not be significantly detrimental to the public health safety and welfare, will not substantially harm or diminish the value of nearby property or improvements, and will not materially disturb the owners of nearby properties in the reasonable use of these properties.**

The primary neighboring uses are Single Family Residential. Adding a one room B&B will add slightly to traffic; no more than a site with a larger family. Nearby residential uses should not be harmed or diminished as a result of having a B&B Inn on the subject site as it maintains the residential character and the basic underlying use is a residential occupancy.

3. **The proposed use will generally be in harmony with the comprehensive plan.**

The Comprehensive Plan supports development consistent with existing neighborhood character, in scale with surrounding uses. The proposed use of this site meets this broad goal. The proposed use will occur in an existing small accessory building in a garden and the proposed activity will be of a residential nature. Except for the allowance for one small sign, which has not yet been requested, the overall appearance and use characteristics will be consistent with the existing neighborhood character.

In general, staff finds that the proposed use at the proposed location can meet the three required

findings for issuance of a conditional use permit, with the application of our Town regulations and the conditions as noted below.

PROPOSED FINDINGS OF FACT/CONCLUSIONS OF LAW:

1. The Town of Coupeville received an application from Kevin Griggs to locate a B&B Inn in RM-9600 zone district at 1808 NE Parker Rd, in the Town of Coupeville.
2. The RM-9600 Medium Density Residential zone district list B&B Inns as conditional uses. Issuance of conditional use permits is governed by CTC 16.14.030, and such permits are employed to assign conditions to otherwise permitted uses, which mitigate potential adverse impacts on a neighborhood or community.
3. A Notice of Completeness was issued by the Town on October 17th, 2013.
4. A Notice of Application with a 14-day comment period was provided. No comments were submitted in response by either neighbors or other agencies.
5. The Planning Commission held a predecision public hearing on the proposal December 3, 2013.
6. The proposal, with conditions, meets the required findings of CTC 16.14.030.C.

RECOMMENDED CONDITIONS:

1. The applicants shall obtain a Certificate of Occupancy prior to commencement of operation of the B&B Inn.
2. The applicant shall provide and maintain 1 off street parking space1 for the B&B Inn in addition to the parking required for the residence.
3. A sign permit shall be acquired for any future signage. Signs shall comply with CTC Chapter 16.28 and the Ebey's Reserve Guidelines

RECOMMENDED MOTION:

Based upon the staff report, evidence presented and recommendation by the Planning Commission, I move to approve the Conditional Use Permit CUP 13-02, and adopt the findings of fact and conclusions of law.

CUP 13-02

CONDITIONAL USE APPLICATION

APPLICANT

Name Kevin R. Griggs Phone 360-678-4618

Address 1808 NE Parker Rd City Coupeville State WA Zip 98239

OWNER

Name SAME Phone

Address City State Zip

AGENT OR CONTRACTOR

Name N/A Phone

Address City State Zip

Requested conditional use: B&B Inn

Legal description (*attach separate sheet if required*):

Assessor's parcel number and location of all lots within project:

Existing zoning: Residential Current use of property: Private Home

Site Plan: (attach a site plan to scale showing property boundaries; existing and proposed: uses, structures, landscaping and utilities, off-street parking, etc.)

Property owners within 300': (attach separate sheet listing assessor's parcel number, owner's name and mailing address of all parcels within 300' of the parcel on which conditional use is proposed.)

Is any part of the project within the following areas:	☐ Wetlands ☐ Shoreline (within 200' of ordinary high water) ☐ Steep/Unstable Slope

I DECLARE UNDER PENALTY OF THE PERJURY LAWS THAT THE INFORMATION I HAVE PROVIDED ON THIS FORM/APPLICATION IS TRUE, CORRECT AND COMPLETE. DATED: _____ _____ Applicant's Signature _____ Owner's Signature	*Official Use:* Application No. _____ Date Received _____ Fee Paid _____ ☐ Approved _____ ☐ Denied _____

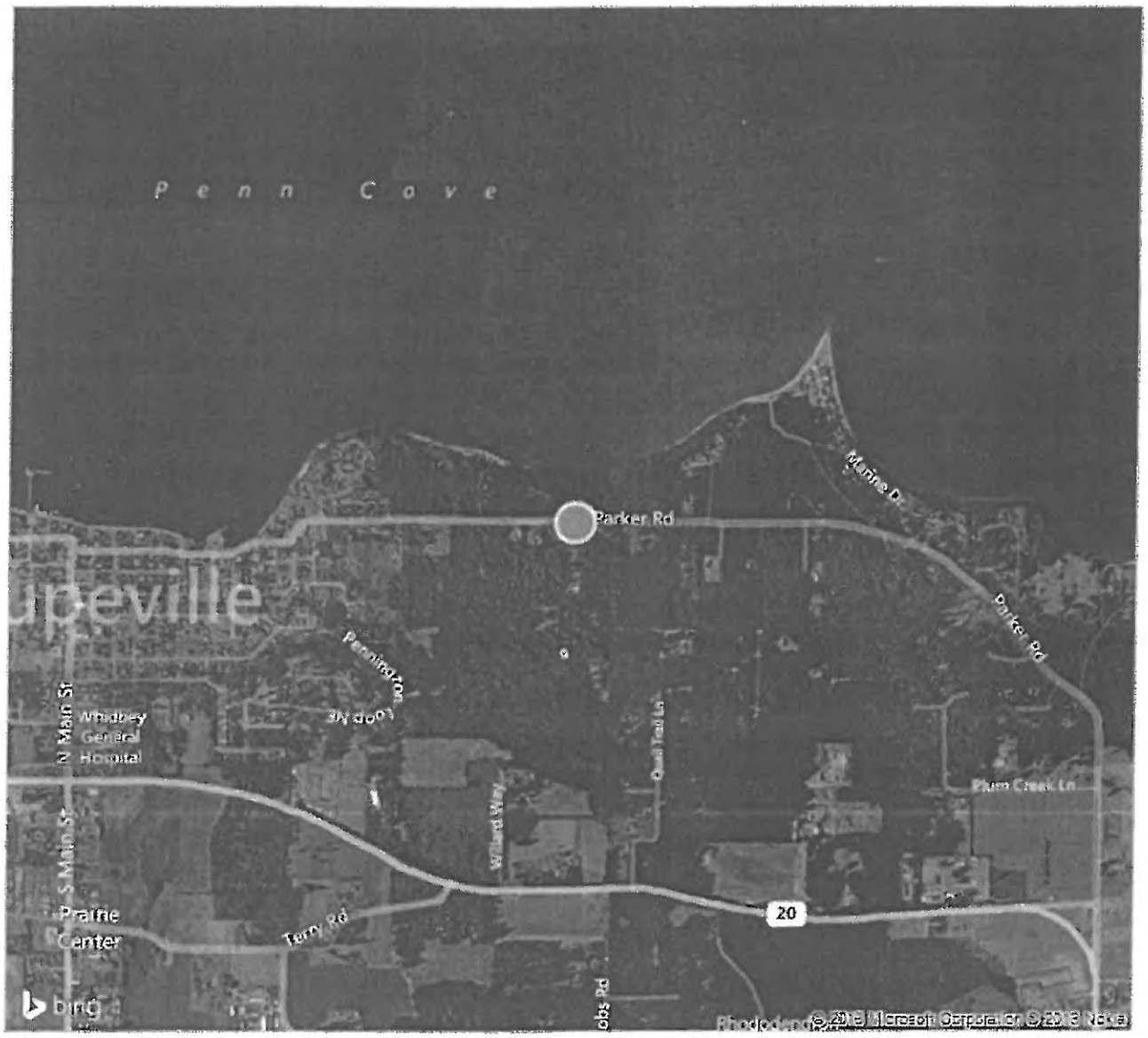
CUP 13-02 Residential $500 ck# 3602
Rept # 17679

bing Maps

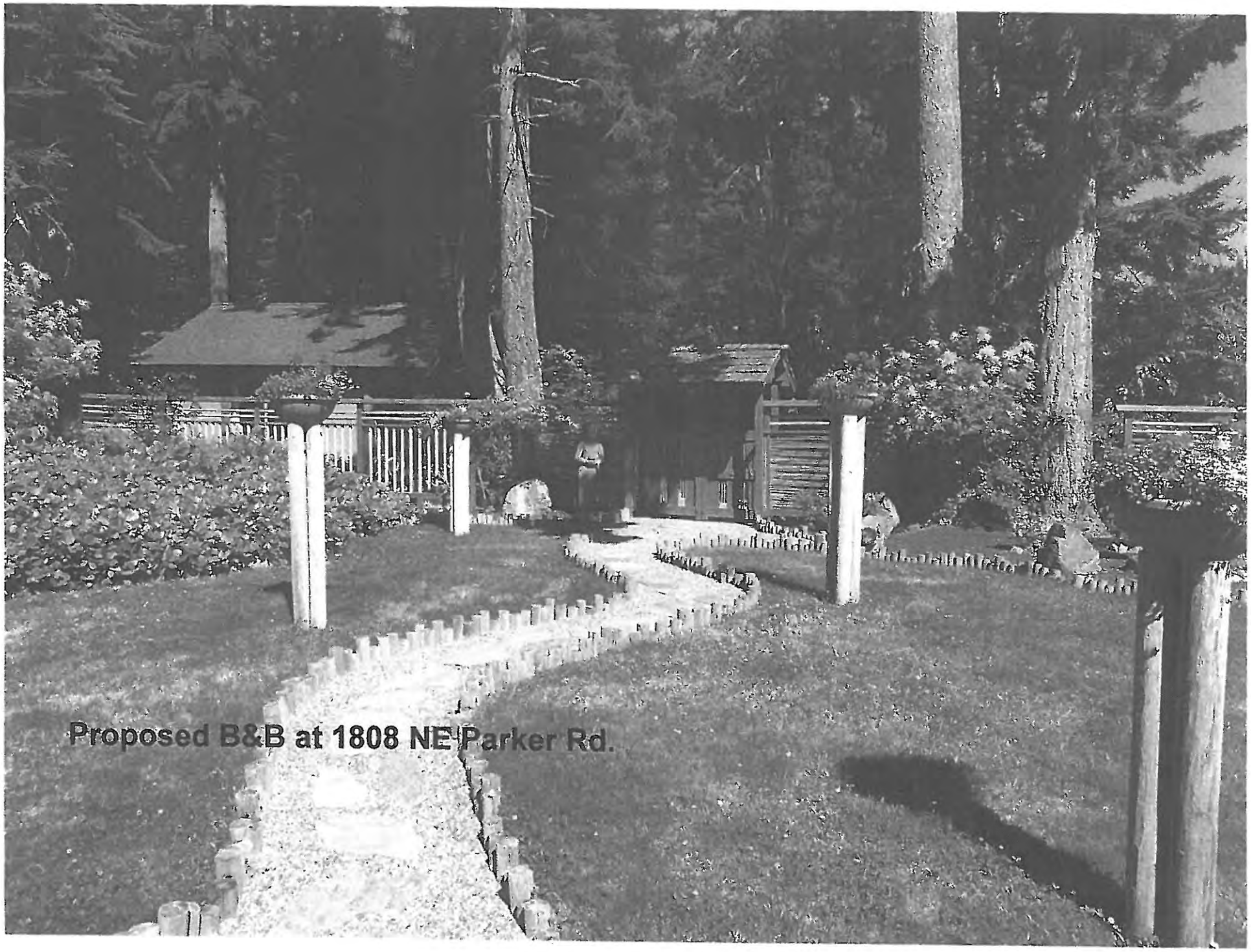
1808 NE Parker Rd, Coupeville, WA 98239

My Notes

On the go? Use **m.bing.com** to find maps, directions, businesses, and more



Bird's eye view maps can't be printed, so another map view has been substituted.


Proposed B&B at 1808 NE Parker Rd.

Town of Coupeville
Planning Commission Meeting
Monday, December 3, 2013
6:30 p.m.

TOWN PLANNING COMISSION MEMBERS PRESENT: Chair David Day, Commissioners Chet Baker, Molly McPherson, Ricardo Reyes

Absent: Commissioner McFadyen

STAFF PRESENT: Town Planner Bridget Smith and Recording Secretary Nanc Garner

CALL TO ORDER

The meeting was called to order by Chair David Day at 6:30 p.m

APPROVAL OF MINUTES

The minutes of the October 7, 2013 were approved as presented, with one correction. The November 6 minutes should have read 2012 date, not 2013.

NEW BUSINESS

1. **CUP 13-02 – Conditional Use Permit – Kevin Griggs – Operate a one room B&B in a detached accessory structure located at 1808 NE Parker Road, Coupeville, WA 98239**

Chairman Day explained the public hearing process. The planner will present the staff report after which the Planning Commission can ask questions. Kevin Griggs, the applicant, will answer any questions and address the Planning Commission with comments of his own. Members of the public are invited to provide testimony and to ask questions of the board and of the applicant. The public hearing will then be closed for comments.

Chairman Day declared the public hearing open at 6:35 p.m. Chairman Day asked if any board members had any possible conflict of interest or appearance of fairness problems. There were none.

Planner Smith explained that the applicant proposes to convert an existing accessory building into a B&B inn at 1808 NE Parker Road. The proposed B&B inn is located on the same parcel as their primary residence of the applicant. In accordance with town code, a Notice of Completeness and a Notice of Application were submitted and completed. The Planning Commission was asked to review the proposal and forward their recommendation and findings of fact to Town Council.

B&B inns are listed as conditional uses within the RM-9600 Medium Density Residential zoning district requiring a Conditional Use Permit (CUP) the intentions of the conditions are to mitigate potential adverse impacts on a neighborhood or the community. These conditions are intended to uphold the spirit and intent of the zoning ordinance, comprehensive plan and the harmony and beneficial use of neighboring land uses. Planner Smith provided a site history and explained the requirements needed to approve the applicant's proposal. There were no written or public comments.

Applicant Griggs fielded questions from board members about his proposal, responding that the maximum amount of guests allowed in the unit are two and that the septic system is inspected annually as required. With regards to whether the CUP will go with the property once sold, Planner Smith will respond back at the next meeting.

Chairman Day declared the public hearing closed at 6:50 p m.

Board Action: A motion was made by Commissioner McPherson, second by Commissioner Reyes, to approve CUP 13-02 – Conditional Use Permit – Kevin Griggs – to operate a one room B&B in a detached structure located at 1808 Parker Road, based on the following Findings of **Fact and Conclusion of law and 3 conditions:**

1. The Town of Coupeville received an application from Kevin Griggs to locate a B&B Inn in RM-9600 zone district at 1808 Parker Road, in the Town of Coupeville.
2. The RM-9600 Medium Density Residential zone district list B&B as conditional uses. Issuance of conditional use permits is governed by CTC 16.14.030, and such permits are employed to assign conditions to otherwise permitted uses, which mitigate potential adverse impacts on a neighborhood or community.
3. A Notice of Completeness was issued by the Town on October 17, 2013.
4. A Notice of Application with a 14-day comment period was provided. No comments were submitted in response by either neighbors or other agencies.
5. The Planning Commission held a predecision public hearing on the proposal at a meeting on December 3, 2013.
6. The proposal, with conditions, meets the required findings of CTC 16.14.030.C.

Conditions

1. The applicants shall obtain a Certificate of Occupancy prior to commencement of operation of the B&B Inn.
2. The applicant shall provide and maintain 1 off street parking space for the B&B Inn in addition to the parking required for the residence.
3. A sign permit shall be acquired for any future signage. Signs shall comply with CTC Chapter 16.28 and the Ebey's Reserve Guidelines.

The motion passed 4-0

PLANNER'S REPORT

Planner Smith discussed CUP 13-01 – Conditional Use Permit for Chris Taylor, which was an agenda item at the last Planning Commission meeting on October 7, 2013. She explained that

the CUP was for a guest house to be located in a previously approved Accessory Dwelling Unit. The Town recommended approval of the project as submitted. The Planning Commission agreed and recommended approval for the Town Counsel.

The interpretation of 'guest house' in the staff report was incorrect. The new interpretation was from Larry Cort, who helped write this section of code, and the town attorney. A guest house is considered a single family residence, not an accessory use or building. As an example, if a person wanted to rent their own home (primary residence), this would be considered a guest house. You can only have one single family residence on a lot in a single family zone, unless it is a duplex.

The town took immediate corrective action and gave Mr. Taylor two options: 1. Go back through the Planning Commission with the new interpretation and staff denial of the proposal or 2. Withdraw his permit and receive a full refund.

The Town has offered to submit a revision to the code that would allow transient use of an accessory dwelling unit. If approved and codified, this would allow Mr. Taylor to reapply using the new code in the future. Mr. Taylor can continue to use his unit as an accessory dwelling as previously approved.

Chair Day thanked everyone for attending and wished all the best for a happy holiday. He stated that effective immediately, he will be stepping down as Chair of the Planning Commission. His term has expired and believes it's time for someone else to take the position.

AUDIENCE INPUT

None

ADJOURN 7:15 pm

Respectfully submitted: Nanc Garner, Recording Secretary

A complete audio re cording of this meeting is available upon request from the Clerk-Treasurer.

#3

TOWN OF COUPEVILLE
From the Desk of Nancy Conard, Mayor

MEMORANDUM

January 8, 2014

TO: Town Council

FROM: Nancy Conard NC

RE: Agreement with Coupeville Deputy Marshals' Association

The attached agreement with the Coupeville Deputy Marshals' Association covers the four year period, 2014-17. Changes to the agreement are highlighted and have been discussed previously with the Town Council. The most significant change is the rate of pay for deputies.

For a bit more than a year, we have discussed options for providing police services to our community. One option considered, and reflected in this agreement, is to change the way we provide service and reduce the staffing level of our department and use the money saved to increase salaries and fully support other department expenses such as vehicle and equipment replacement and training. As a result of this change, wages were increased approximately 20%. The budget adopted for 2014 reflects the capacity for the wages and other expenses.

The funded staffing level allows for 24 hour coverage, similar to what has been in place for the last year. Actual patrol occurs during the hours when activity is most likely, and officers are on call during times of less demand. The schedule developed allows for revising the work pattern, to make it less predictable to potential offenders.

When approved, this agreement will be effective January 1, 2014. In the event the Town decides to contract for police services with Island County, existing staff will receive notices of possible layoff as much in advance of the change as possible.

I appreciate the cooperation of Deputy Gowdey, who represented the CDMA during the negotiation process, and recommend approval of the agreement.

Recommendation

Motion to approve Agreement with the Coupeville Deputy Marshals Association for 2014-2017.

AGREEMENT

by and between

TOWN OF COUPEVILLE

and

COUPEVILLE DEPUTY MARSHAL'S ASSOCIATION

January 1, 2014 through December 31, 2017

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE 1
ARTICLE 2 - DEFINITIONS 1
ARTICLE 3 - NON-DISCRIMINATION/GENDER 1
ARTICLE 4 - PURPOSE 2
ARTICLE 5 - RECOGNITION OF MEMBERSHIP 2
ARTICLE 6 – DEDUCTION OF DUES 2
ARTICLE 7 - ASSOCIATION BUSINESS 2
ARTICLE 8 - PROBATION PERIOD 3
ARTICLE 9 - SENIORITY 4
ARTICLE 10 - LONGEVITY 4
ARTICLE 11 - TRAINING 4
ARTICLE 12 - EDUCATION PREMIUM 4
ARTICLE 13 - PENSIONS 5
ARTICLE 14 - OVERTIME 5
ARTICLE 15 - OVERTIME MINIMUM PAY 6
ARTICLE 16 - OTHER APPEARANCES 6
ARTICLE 17 - CALLBACKS 6
ARTICLE 18 – STANDBY 6
ARTICLE 19 - EMPLOYEE RIGHTS/ DISCIPLINARY INVESTIGATION 6
ARTICLE 20 - EMPLOYER RIGHTS 8
ARTICLE 21 – BREAKS 9
ARTICLE 22 - PROTECTIVE BALLISTIC VEST 10
ARTICLE 23 – INDEMNITY AND DEFENSE 10
ARTICLE 24 – DEPARTMENT RULES, POLICIES AND PROCEDURES 12
ARTICLE 25 - RECORDS 12
ARTICLE 26 – PERSONNEL RECORDS 12
ARTICLE 27 - RESERVE UNIT 13
ARTICLE 28 - HEALTH AND WELFARE BENEFITS 14
ARTICLE 29 - HOLIDAY 14
ARTICLE 30 - VACATION 15
ARTICLE 31 - SICK LEAVE 16

ARTICLE 32 – UNIFORMS AND EQUIPMENT 17
ARTICLE 33 – LINE OF DUTY INJURIES 19
ARTICLE 34 - WAGE 19
ARTICLE 35 – HOURS OF WORK 19
ARTICLE 36 - SHIFT BIDDING 19
ARTICLE 37 – SCHEDULES 21
ARTICLE 38 – ON-CALL 22
ARTICLE 39 - COURT APPEARANCE 21
ARTICLE 40 – SPECIALTY PAY 22
ARTICLE 41 – COMPENSATION UPON TERMINATION 22
ARTICLE 42 – DRUG AND ALCOHOL TESTING 23
ARTICLE 43 – GRIEVANCE, CONCILIATION, ARBITRATION PROCEDURE 23
ARTICLE 44 – SAVINGS CLAUSE 25
ARTICLE 45 – DURATION OF AGREEMENT 25
APPENDIX "A" 26
APPENDIX "B" 27
APPENDIX "C" 28
APPENDIX "D" 29

AGREEMENT

BETWEEN THE TOWN OF COUPEVILLE
AND
THE COUPEVILLE DEPUTY MARSHAL'S ASSOCIATION

ARTICLE 1 - PREAMBLE

1.1 The provisions contained herein constitute an agreement between the Town of Coupeville and the Coupeville Deputy Marshals' Association governing wages, hours and working conditions for members of the Coupeville Marshal's Office holding the rank of Deputy Marshal. Unless otherwise expressly provided herein, the provisions of this Agreement shall be effective, upon mutual ratification, January 1, 2009.

ARTICLE 2 - DEFINITIONS

As used herein, the following terms are defined as follows:

2.1. "Employer" means the Town of Coupeville, Washington.

2.2. "Association" means the Coupeville Deputy Marshals' Association.

2.3. "Employee" means a Deputy Marshal in the bargaining unit (as defined in subparagraph 4 hereof) covered by this agreement.

2.4. "Bargaining Unit" as used herein shall include all full-time, part-time, and provisional Deputy Marshals in the Town of Coupeville Marshal's Office.

2.5. "Department" means the Coupeville Marshal's Office.

ARTICLE 3 - NON-DISCRIMINATION/GENDER

3.1 The Employer and the Association shall not unlawfully discriminate against any employee with respect to his/her hiring, compensation, terms or conditions of employment, because of such employee's race, creed, color, religion, sex, national origin, marital status, age, or honorably discharged veteran or military status or the presence of any physical, mental or sensory impairment unless such impairment is a bona fide occupational disqualification.

3.2 Claims of unlawful discrimination shall be pursued privately through legally authorized administrative agencies or through the courts and are not subject to the grievance procedure.

3.3 Gender – Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE 4 - PURPOSE

4.1 The Employer and the Association recognize the need to provide efficient service to the public and to enhance the quality of service. Further, both parties agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working toward this goal. Each party has been afforded the opportunity to put forth all its proposals and to bargain in good faith, and both parties agree that this Agreement expresses the results of their negotiations.

ARTICLE 5 - RECOGNITION OF MEMBERSHIP

5.1 The Employer recognizes the Association as the exclusive bargaining representative on matters concerning wages, hours and working conditions for members of the bargaining unit of the Association, excluding the rank of Marshal or other confidential employees.

5.2 Subject to the right of non-association set forth in Chapter 41.56.122 RCW, all employees who are, or who hereafter become, members in good standing in the Association on or after the effective date of this Agreement, shall maintain their membership in good standing in the Association as a condition of continued employment. Further subject to said right of non-association, all employees who are not now members in the Association and/or all new employees hereinafter employed shall, within thirty days (30) from their first date of hire, or within thirty (30) days from the effective date of this Agreement, whichever is later, become and remain members in good standing in the Association as a condition of continued employment.

ARTICLE 6 – DEDUCTION OF DUES

6.1 The Employer shall deduct from the pay of all employees covered by this Agreement, upon their written authorization, the dues and fees of the Association, and shall remit to said Association all such deductions monthly.

6.2 The Association shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues and fees for the Association. The Association shall refund to the Employer any amount paid to it in error on account of this check-off provision upon presentation of proper evidence thereof.

ARTICLE 7 - ASSOCIATION BUSINESS

7.1 Association officials who are employees in the Bargaining Unit shall be granted reasonable time off with pay while conducting contract negotiations or grievance resolution on behalf of the employees in the Bargaining Unit; provided that the

Employer is able to properly staff the employees' job duties during the time off and without any additional expense to the Employer. The Association Negotiations Committee shall consist of not more then (2) Association members.

7.2 The Employer shall provide space for a bulletin board which may be used by the Association for legitimate Association business.

7.3 The Employer shall allow the Association access to the telephone (non long distance calls), photocopiers and computers for purposes of administering this Agreement.

7.4 A labor representative of the Association may visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall coordinate his/her visitation in advance with the Marshal or designee for a mutually agreed-upon time and shall limit his/her activities during such investigations to matters relating to this Agreement. Employer work hours shall not be used by employees or Association representatives for the promotion of Association affairs other then as stated above. The Association may utilize Employer facilities for meetings, subject to availability, and with prior approval by the Marshal or designee.

7.5 The Marshal or designee reserves the right to determine the total amount of specific hours of official time which will be approved for Association officials to conduct other Association business on duty time, not addressed in this Agreement. Employees who are on duty will be afforded reasonable opportunity to attend Association meetings.

ARTICLE 8 - PROBATION PERIOD

8.1 The probationary period, as defined and provided for in the Civil Service Rules and Regulations, does not affect the pay steps outlined in Appendix A of this Agreement. The pay steps will occur according to the number of months in the position.

8.2 For a new employee, the one year probationary period commences with the date of hire and terminates on the anniversary date of the date of hire.

8.3 Nothing in this article will prohibit the Marshal or designee from extending a probationary period an additional three (3) months, if the Marshal has adequate reasons to believe that the employee is demonstrating difficulty with the requirements of the position.

8.4 If during the probationary period the employee is absent for medical reasons (including workers' compensation) and/or for light duty assignment while recuperating from a medical problem, and if the cumulative total of these absences and/or light duty assignment is greater than 30 calendar days, the probationary period shall be suspended and extended by the same number of days as the cumulative leave time. This shall apply to any employee who has more than 30 days left on probation.

ARTICLE 9 - SENIORITY

9.1 An employee's seniority, as it applies to this Agreement, shall be defined as that period of continuous service with the Employer from the employee's date of hire. An employee shall accrue seniority as long as they are on paid leave. If an employee is approved for an unpaid leave of absence, no seniority will be accrued during the unpaid period.

9.2 In the event the Employer initiates a lay-off process, lay-off shall be in the inverse order of seniority; recall from lay-off shall be in the inverse order of layoff.

ARTICLE 10 - LONGEVITY

10.1 An employee's longevity, as it relates to this Agreement, shall be defined as the length of employment from the employee's original date of hire with the Town of Coupeville Marshall's Office. In addition to the base rate of pay, a percentage for longevity will be added to the employee's base salary in accordance with the following schedule:

10.2

Beginning of 5th through 10th year	.5 % each month per year
Beginning of 11th through 15th year	1% each month per year
Beginning of 16th through 20th year	1.5% each month per year
Beginning of 21st year and thereafter	2.0% each month per year

ARTICLE 11 - TRAINING

11.1 The Town recognizes the value of offering training to increase employees' skills, knowledge and abilities directly related to Town employment, to obtain or maintain required licenses and certifications, and to develop staff resources. Within the limits of available resources, the Town will make available on-the-job training, in-house workshops, and seminars sponsored by other agencies or organizations.

11.2 Employees required to attend training will be paid at their regular hourly rate. Any outside training courses must be pre-approved by written authorization of the Marshal in order to be eligible for pay and expense reimbursement.

11.3 Reasonable effort shall be made to accommodate the work schedule of interested employees to allow them to attend college level law enforcement or job-related courses.

ARTICLE 12 - EDUCATION PREMIUM

12.1 Introduction: It is agreed between the parties that post high school education has intrinsic value to the employee as well as to the community. Therefore, premium pay based upon the employee's educational achievement(s) will be paid to the employee as set forth herein.

12.2 Approved Fields of Study: The following are recognized to be approved fields of study, inasmuch as each has been determined to have a beneficial relationship to police service, as follows:

1. Police Science (Law Enforcement)
2. Political Science (including History)
3. Sociology
4. Psychology
5. Community Service
6. Business Administration and Public Administration.
7. Other fields mutually agreed between the parties.

12.3 Employees in the bargaining unit who have obtained college credit in the aforementioned approved fields of study shall receive education premium pay as set forth below.

12.4 Eligibility to receive college premium pay will be based on transcripts or other official reports provided by the employee and secured from accredited colleges and universities. During the hiring process a thorough review will be completed to determine college premium pay.

12.5 Premium Pay Scale:
Associates – Degree Twenty-five Dollars ($25.00) per month.
Bachelors – Degree Fifty Dollars ($50.00) per month.

ARTICLE 13 - PENSIONS

13.1 Pensions for employees and contributions to pension funds will be governed by the Washington State statute in existence at any given time during the term of this Agreement.

ARTICLE 14 - OVERTIME

14.1 Overtime must be authorized by the Marshal or designee. Overtime pay shall be paid for any work authorized and performed in excess of that provided by these provisions. All such work shall be paid at the rate of one and one-half (1½) times the employee's regular straight-time hourly rate of pay.

14.2 Overtime, as defined and used in this Agreement, shall mean the actual time worked by an employee in excess of the regularly scheduled hours of work.

14.3 Overtime shall be authorized on a seniority basis to members of the bargaining unit.

14.4 Employees required to attend an in-service training meeting/session or attend a staff or special meeting after their regular shift or on their day off will be paid a minimum of two (2) hours of pay at their overtime rate of pay.

ARTICLE 15 - OVERTIME MINIMUM PAY

15.1 In the event that overtime which has been specifically authorized by supervisory personnel is not an extension at the beginning or end of a normal shift, the employee shall be paid for the actual time worked with a minimum equivalent of two (2) hours at the overtime rate.

15.2 Compensatory Time - in lieu of overtime pay employees may request and shall be granted, compensatory time at the rate for specific overtime worked. Compensatory time (comp-time) may be "banked" up to 80 hours. All comp-time in excess of 80 hours of banked comp-time will be paid and included in the employee's monthly pay check.

ARTICLE 16 - OTHER APPEARANCES

16.1 Employees appearing off duty as required by the Employer shall be paid overtime for the actual time in such appearance with a minimum equivalent of two (2) hours at the overtime rate.

ARTICLE 17 - CALLBACKS

17.1 In the event that an employee is called back to work for any reason after completing a regular day's shift, the employee shall receive a minimum of two (2) hours compensation at the employee's overtime rate. If the employee is required to report for work within one hour of notification of the callback, the callback shall start when the employee is notified of the callback. If the employee is required to report for work more than one hour after notification of the callback, the callback shall start when the employee reports for work.

ARTICLE 18 – STANDBY

18.1 In the event an employee is required-by the employer to stand by, and such time on standby is not an extension at the beginning or end of a normal shift, the employee shall be compensated at the rate one and one half times (1½) his straight time hourly rate for the actual time on standby.

ARTICLE 19 - EMPLOYEE RIGHTS/ DISCIPLINARY INVESTIGATION

19.1 The employer reserves the right to suspend, discharge or take any disciplinary action against an employee covered by this Agreement for just cause and shall provide due process. The employee will not be suspended without pay unless it is pursuant to a final act of discipline initiated by the Department. Placing an employee on administrative leave with pay is not an act of discipline.

19.2 Disciplinary[AU1] Investigations: In criminal matters, an employee shall be afforded those constitutional rights available to any citizen. In administrative matters relating to job performance, the following guidelines shall be followed:

19.2.1 "Interrogation" as used herein shall mean questioning by an agent of the Department who is conducting an investigation of the employee being interrogated, when the agent knows (or reasonably should know) that the questioning could reasonably result in the employee being suspended, demoted, or terminated, and as opposed to a routine inquiry. Prior to an interrogation, an employee will be advised of his/her right to Association representation.

19.2.2 Before interrogation – An employee shall be advised in writing of the particular nature of the investigation and as to whether he/she is a witness or the subject of the investigation. This information shall be provided not less than 48 hours prior to the interrogation (excluding weekends and holidays) of the employee and will include the names and addresses or other information which shall reasonably inform him/her of the allegations against the said members of the bargaining unit.

19.2.3 Any interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.

19.2.4 Any interrogation shall take place in the Coupeville Marshal's Office, except when impractical or otherwise agreed upon.

19.2.5 The questioning shall not be overly long and the employee shall be entitled to such intermissions as are reasonably necessary.

19.2.6 The employee shall not be subjected to any offensive language or abusive questioning.

19.2.7 The Employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment.

19.2.8 The Department may, and upon request, will tape record any interrogation. The Deputy may receive, upon request, a copy of the deputies taped/transcribed (if made) interrogation.

19.2.9 Where reasonably possible, discipline shall be imposed within 60 days of the completed investigation, and any disciplinary recommendations, having been turned over to the Marshal.

19.2.10 Nothing herein shall be construed as a waiver of any right the Association has to request information under Chapter 41.56 RCW.

19.2.11 The parties will work in good faith to resolve issues that arise through implementation of this article.

19.2.12 Use[AU2] of Force situation - In the use of force where force results in death or bodily injury, employees shall be advised of their rights to and be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. In such cases no statement will be required by the Employer for twenty-four (24) hours after the incident. In all other incidents where the use of any force has occurred the employee shall have three (3) hours, (or within a reasonable proximity of three (3) hours), after having been informed of the above mentioned rights to consult with an attorney or an Association representative or both. All oral or written statements and reports provided by employees as required by this provision shall be used for internal administrative purposes only. Neither the oral or written statements or reports nor anything derived therefrom may be used in any criminal investigation or criminal prosecution of the employee making the statement or report.

Note: It shall not be considered a violation of this article, if, based on the information known at the time, there was no information available that would lead a reasonable person to believe that excessive use of force occurred.

19.3 Auto Vehicle Locator / Global Positioning System data will only be used in the case of a complaint against an employee or there is a basis for reasonable suspicion to examine the data.

ARTICLE 20 - EMPLOYER RIGHTS

20.1 The Association recognizes the prerogative and responsibility of the Employer to operate and manage its affairs in all respects in accordance with its lawful authority. The powers and authority which the Employer has not expressly abridged, delegated or modified by this Agreement are retained by the Employer. The Association agrees that there are management rights not set out below, retained by the employer, subject to the requirements of Chapter 41.56 RCW.

20.2 Management rights and responsibilities for which the Association waives any right to bargain under Chapter 41.56 RCW, unless otherwise specifically noted shall include the following:

20.2.1 To discipline, suspend, demote, discharge employees for just cause except that just cause shall not apply during any employee's probationary period;

20.2.2 To recruit, hire, promote, fill vacancies, transfer, assign, and retain employees, subject to Civil Service Rules and Regulations provided that this section shall not operate as a waiver of the Association's right to have input on proposed changes in Civil Service Rules and Regulations.

20.2.3 To determine the number of personnel (e.g., total per shift and per equipment), the methods and equipment for operations of the department.

20.2.4 To classify jobs.

20.2.5 To determine the duties to be performed by employees in classifications included in the bargaining unit.

20.2.6 To determine the length of shifts, starting and quitting times in accordance with Article 36 of this Agreement.

20.2.7 To schedule work.

20.2.8 To direct employees.

20.2.9 To discontinue work that would be wasteful or unproductive.

20.2.10 To assess the employee's performance and ability to perform the job.

20.2.11 To control The Coupeville Marshal's Office budget.

20.2.12 To take whatever actions necessary in emergencies in order to assure the proper functioning of the Department.

ARTICLE 21 – BREAKS

21.1 Employees are entitled to (1) thirty (30) minute meal period and one (1) fifteen minute rest breaks for each four (4) hours worked. ~~as outlined below:~~

21.2.~~1.~~ ~~A thirty minute meal period which commences no less than two hours and nor more then five hours from the beginning of the shift.~~ Employees will be responsible for scheduling their own meal periods and breaks, subject to workload and call volume.

21.3~~2.2.~~ ~~No employee shall be required to work more then five consecutive hours without a meal period.~~ Employees are subject to immediate call during meal periods and breaks for which no overtime or additional compensation will be paid.

21.4~~2.3~~ ~~Employees working three or more hours longer then a normal work day shall be allowed at least one thirty-minute meal period during the overtime period.~~ Employees recalled to work from a meal period or break shall be entitled to an additional rest period.

21.5~~2.4.~~ ~~Employees shall be allowed a rest period of not less than ten minutes, on the employer's time, for each four hours of working time.~~ One meal period and one fifteen minute rest break may be combined in each shift worked.

21.6~~2.5.~~ ~~No employee shall be required to work more than three hours without a rest period.~~ Employees must remain within the Town limits during their meal period or breaks.

~~21.2.6. Where the nature of the work allows employees to take intermittent rest periods equivalent to ten minutes for each four hours worked, scheduled rest periods are not required.~~

~~21.2.7. All employees shall be subject to immediate call back during rest and meal periods at no cost to the Employer. Management reserves the right to schedule rest and meal periods.~~

~~21.2.8 Meal and rest periods shall be on the employer's time.~~

ARTICLE 22 - PROTECTIVE BALLISTIC VEST

22.1 The Town shall provide a protective ballistic vest to each officer as part of the uniform and equipment issue. All commissioned employees shall be required to wear a protective vest while on duty. It will be the Town's practice to provide a vest rated at Threat Level II or above per National Institute of Justice Standards, from a Town-selected vendor. The Town will replace each vest, per the National Institute of Justice Standards[AU3] and will replace the vests and associated components if they become worn or damaged.

ARTICLE 23 – INDEMNITY AND DEFENSE

23.1 Civil Claims: The employer shall indemnify and defend any Deputy Marshal against any claim or suit where such claim or suit arose out of the exercise of his/her authority as a Coupeville Deputy Marshal within the scope of his/her employment with the Town. Provided, that such exercise of the employee's authority was made in good faith and was not dishonest, criminal, fraudulent or malicious. Provided, further, that the Town's obligation to indemnify and/or defend the employee shall not apply to any claim or suit brought by or on behalf of the Town. The determination of whether the employee's conduct was dishonest, criminal, fraudulent or malicious shall be made by the Town manager or his/her designee in consultation with the Marshal and the Town's Attorney. Notwithstanding the foregoing, the Town shall have no obligation to defend and indemnify an officer against any claim or suit where such claim or suit arose out of the duties performed by the officer for an off-duty employer or contractor except where the claim or suit arose out of the officer exercising his/her authority as a Coupeville Deputy Marshal, as required by the Coupeville Marshal's Office Standard Operating Procedures. A criminal conviction shall be deemed conclusive proof that the employee's conduct was criminal for purposes of this section; however, an acquittal on criminal charges shall not be determinative that the conduct was not criminal. The defense of any Deputy Marshal under the terms of this section shall be provided by the Town Attorney's Office or counsel retained by the Town Attorney. Any Deputy Marshal who declines legal representation offered by the Town Attorney's office shall be solely responsible for all costs of legal representation and defense associated with the claim or suit and the employer shall not be obligated to indemnify the employee for any judgment rendered in the claim or suit, nor shall the employer be obligated to reimburse the employee for any such costs of legal representation or defense. Any Deputy Marshal who receives legal representation

provided by the employer must cooperate fully with the legal representative. An election by any Deputy Marshal to retain counsel outside of the Town Attorney's Office must be made in writing and must acknowledge that the employee is solely responsible for the costs associated therewith, including costs of representation and any judgment rendered in the claim or suit. An officer does not waive his right, if any, to defense and indemnity under this section by retaining private counsel at the officer's own expense to pursue counterclaim(s) against plaintiff(s).

23.2 Inquests: If an Inquest is ordered arising out of a Deputy Marshal exercise of his/her law enforcement authority on behalf of the Town of Coupeville the Town shall provide legal representation to the officer as provided below. No such representation will be provided by the Town if it is determined by the Town Manager or his/her designee in consultation with the Marshal and the Town Attorney that the acts giving rise to the inquest were criminal, malicious, fraudulent or dishonest. The decision whether an officer shall be entitled to legal representation under this section shall be made as soon as possible after the Town Manager, Marshal and Town Attorney are provided with the necessary information to make that determination, but in no event later than 30 days after the death. Should an inquest be ordered prior to the Town making a determination whether the officer is entitled to representation under this paragraph, the Town shall provide such representation under a reservation of rights. Under the reservation of rights, the Town shall have the right to withdraw from providing legal representation to the officer if it is determined within the timeframes set forth in this paragraph that the acts giving rise to the inquest were criminal, malicious, fraudulent or dishonest. The employee shall meet with the Town Attorney to discuss who shall provide legal representation for the employee during the Inquest. The defense of any Deputy Marshal under the terms of this section shall be provided by the Town Attorney's Office or by counsel selected by the employee from a list of acceptable attorneys which list shall be created by agreement of the employer and the Association. A copy of the agreed list shall be attached to the bargaining agreement as Appendix B. The employee shall have an opportunity to consult with an Association representative prior to making a decision about legal representation. The attorneys included in this list shall be attorneys with a high level of experience in representing law enforcement officers in the use of force. Any Deputy Marshal who elects not to retain legal representation from the Town Attorney's office or any attorney whose name does not appear on the lists agreed to by the employer and the Association shall be solely responsible for all costs of legal representation and defense associated with the inquest and the employer shall not be obligated to reimburse the employee for any such costs of legal representation or defense. An election by any Deputy Marshal to retain counsel outside of the Town Attorney's Office or the approved list must be made in writing and must acknowledge that the employee is solely responsible for the costs associated therewith, including costs of representation.

23.3 Criminal Prosecutions: The employer shall not be obligated to provide legal representation or to pay or reimburse the employee for any attorney's fees or costs to any employee to defend against any criminal prosecution. Legal representation with regard to criminal prosecutions may be provided by the Town solely at the discretion

of the Marshal or Mayor. No action of the Town with respect to this section is subject to the grievance procedure.

ARTICLE 24 – DEPARTMENT RULES, POLICIES AND PROCEDURES

24.1 The operation of the Department and the conduct of the employees shall be governed by the Coupeville Marshal's Office Standard Operating Procedures.

24.2 The process for changing terms and conditions of employment for the bargaining unit that are mandatory subjects of bargaining shall comply with state law and this contract.

24.3 Should the Employer wish to implement or change the Standard Operating Procedures the Employer will explain the change to and accept feedback from the Association prior to implementing the change.

ARTICLE 25 - RECORDS

25.1 The Employer shall keep records of attendance and absence so as to provide all necessary information regarding annual leave and sick leave.

25.2 Personnel Files: Written reprimands will be removed from the employee's personnel file after three years from the date said action was finalized provided that no further reprimands of a like nature have been issued within this three- year period. An employee may request the removal of a written reprimand after a two-year period. This limitation shall not apply to suspensions or demotions.

25.3 Reprimands or discipline resulting from serious infractions against members of the public or other City employees, such as discrimination, sexual harassment or moral turpitude will be removed from personnel files after ten years as long as no similar incidents have occurred.

ARTICLE 26 – PERSONNEL RECORDS

26.1 Outside Inquiries: Upon receiving a request for all or part of a personnel file or internal investigation file, the affected employee shall be notified of the request. The employee shall be given three (3) working days to provide any reasons for not releasing the requested documents. If the Town concludes that the documents should not be released, it will not release the documents and will provide a defense in court, if necessary. If the Town concludes the documents should be released, it will so notify the affected employee.

26.2 The documents will not be released until the employee has had a reasonable opportunity to prevent the release under Chapter 42.56 RCW, at the expense of the Association or the employee. The Association will indemnify and hold harmless the

Town from any damages or expenses incurred by the Town as a result of a delay in the production of the records pursuant to this section.

26.3 Only one official personnel file shall be maintained for each employee. All relevant information shall be placed in that file. This does not preclude a supervisor from maintaining notes on an employee's job performance for evaluations purposes, or retaining information which is provided to the supervisor on a confidential basis.

26.4 Employees shall not have any documents entered in their personnel file without having first read and signed the document. Should an employee refuse to sign, that fact shall be noted on the document and the document may be placed in the personnel file.

26.5 Employees shall have the right to inspect their personnel record annually at a mutually acceptable time with the Employer.

26.6 Bargaining unit members shall be provided copies of all evaluations.

26.7 As used herein, a "personnel file" shall be defined as any file pertaining to the employment status, work history, disciplinary records, or other personnel-related matters pertaining to bargaining unit members. It is further understood that the term "personnel file" as used herein does not include material relating to medical records, pre-appointment interview forms, payroll or life insurance documents, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

ARTICLE 27 - RESERVE UNIT

27.1 The Association and the Town recognize the value of a viable Reserve unit in providing service to the community. It is understood that the Reserve unit is intended to supplement, and not replace, bargaining unit members. Association members shall cooperate in training and working with Reserve officers. Reserve Officers will ride with and assist regular officers until they have obtained the classification of a Level 3 Reserve Officer. Upon becoming a Level 3 Reserve Officer, and having been approved by a review board, the Reserve Officer may then operate a patrol vehicle on his own.

27.2 In no event shall any bargaining unit member lose any of his/her regularly scheduled hours, be laid off and/or lose any overtime due to additional work being assigned to Reserve Officers. Work shall not be assigned to any reserve officer during a time period when any bargaining unit member is laid-off.

27.3 Overtime assignments available to bargaining unit members shall continue to be made available to bargaining unit members. If no regular officers are available for an overtime assignment, then the Town may use a Level 3 Reserve Officer on a patrol assignment.

27.4 Both the Association and the Town agree to avoid any interference in the Reserve program and/or the skimming of any regularly scheduled work and/or overtime-work.

ARTICLE 28 - HEALTH AND WELFARE BENEFITS

28.1 Employees are eligible to participate in the Town's health insurance programs. The Town reserves the right to make changes in the carriers and provisions of these programs when deemed necessary or advisable. Any decision to change coverage will be made by submitting a list of options to all Town staff and allowing the majority to determine the change. These options will be presented to the Association for review prior to the majority vote being taken.

28.2 In addition to the health insurance programs provided to other Town employees a life insurance policy of $50,000 will be provided to each officer. The Town reserves the right to select and make changes in the carrier for this policy. Employees have the right to increase the value of the life insurance policy at their own expense.

28.3 The Town agrees to provide for an additional one-hundred dollar ($100.00) increase to the cafeteria plan for all employees as defined in this Agreement.

ARTICLE 29 - HOLIDAY

29.1 The following days shall be recognized and observed as paid holidays:

New Years Day	(First Day of January)
Martin Luther King Day	(Third Monday in January)
Presidents Day	(Third Monday in February)
Memorial Day	(Last Monday of May)
Independence Day	(July 4th)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Day after Thanksgiving	(Day Following Thanksgiving)
Christmas Day	(December 25)
Floating Holiday (2)	

29.2 In recognition of the work schedule for law enforcement employees, regular full-time law enforcement employees will be paid "holiday pay" at the rate of one eight-hour (8) day per month in addition to the basic monthly salary.

29.3 Employees who work during the 24 hour period of a holiday designated in 29.1 (12:00 a.m. to 11:59 p.m.) will be paid at one and one-half times (1 ½) their regularly ~~hourly~~ rate of pay for all hours worked in the shift that includes the holiday.

29.4 Employees required to work overtime on a holiday will be paid double time or two times the regular hourly rate.

ARTICLE 30 - VACATION

30.1 Each regular full-time employee is entitled to vacation leave which accrues monthly at the following rate:

Years of Service	Accrual Rate per Month
1 through 3 years	8 hours
4 through 8 years	9.33 hours
9 through 13 years	10.67 hours
14 through 19 years	12.67 hours
20 years or more	13.33 hours

Regular part-time employees may accrue vacation leave benefits on a pro-rata basis according to hours worked.

30.2 All new employees must satisfactorily complete their probationary period to be entitled to the accrual and use of vacation leave. Regular part-time employees will receive vacation on a pro-rata basis. Temporary employees are not eligible for any vacation benefits.

30.3 Employees may submit requests for vacation leave for the following calendar year on Nov. 1st each year. Each employee may submit up to three requests for vacation leave. Leave will be awarded on a seniority basis, and typically only one employee will be granted leave for a particular date(s). In the first round, the most senior person will receive their 1st choice, the 2nd most senior person receiving their top choice, the 3rd most senior person receiving their top choice, The second round will again be awarded on a seniority basis, with each employee receiving their 2nd choice, and a third round will allow for a third choice by seniority.

Requests for leave submitted after Nov. 1 will be approved on a first-come, first served basis, dependent upon availability of coverage.

30.4 The maximum number of vacation hours which may be carried over from December 31 of one year to January 1 of the next year is two (2) years' worth of accrual, based on the individual employee's accrual rate. In cases where Town operations have made it impractical for an employee to use vacation time, the Mayor may authorize additional accruals or cash buyout of vacation time, up to one year worth of accrual, based on the individual employee's accrual rate.

ARTICLE 31 - SICK LEAVE

31.1 It is agreed that full time, commissioned officers shall receive sick leave accruals at the rate of eight (8) hours of sick leave per completed calendar month of on-the-job duty to a maximum balance of nine hundred sixty (960) hours.

31.2 It is agreed, that upon appointment as Deputy Marshal, an employee shall have available to him, or her, a loan bank of ninety six (96) hours of (renewable upon payback) leave. These ninety six (96) hours are to be charged against the sick leave accrued. Any of the sick leave bank hours taken shall be deducted, at the rate of eight (8) hours per month. If an employee terminates before the unearned sick leave bank hours are repaid, the hours not yet repaid shall be deducted from the final paycheck.

31.3 Payment for Sick Leave Accruals at Time of Retirement. Upon retirement, (which means leaving public employment and being immediately eligible to collect retirement benefits from the WA State Dept of Retirement Systems) an employee is entitled to receive a cash payment of unused accrued sick leave hours multiplied by the employee's current hourly rate, based on longevity, as follows:

Service up to 10 years	25% of sick leave may be cashed out
Service 10 to 15 years	35% of sick leave may be cashed out
Service over 15 years	50% of sick leave may be cashed out

31.4 Payment of Sick Leave Accruals at Time of Resignation. Upon resignation, an employee is entitled to receive a cash payment of unused accrued sick leave hours multiplied by the employee's current hourly rate, based on longevity, as follows:

Service up to 10 years	15% of sick leave may be cashed out
Service over 10 years	25% of sick leave may be cashed out

31.5 If any holidays fall within the days of illness, they shall not be charged against the sick leave of the employee.

31.6 Employees accrue and may use sick leave during their probationary periods. Temporary employees do not earn sick leave benefits. Employees do not accrue sick leave benefits during a leave without pay.

31.7 Sick leave covers those situations in which an employee is absent from work due to:

31.7.1 Physical injury or illness to the employee;

31.7.2 The need to care for the employee's dependent children under the age of eighteen (18) years of age who are ill;

31.7.3 The need to care for the employee's spouse who is seriously ill or injured to the point that he/she cannot care for themselves;

31.7.4 Medical or dental appointments for the employee or dependent child, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;

31.7.5 Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;

31.7.6 Use of a prescription drug which impairs job performance or safety;

31.7.7 Actual periods of temporary disability associated with pregnancy or childbirth. Employees may request additional time off beyond the actual period of disability; vacation leave, compensatory time, or leave without pay may be used;

31.7.8 Male employees are eligible for up to three (3) days paternity leave, chargeable to sick leave to assist at home; or

31.7.9 The death of an immediate family member, not to exceed three (3) days when the death was within the State of Washington, or five (5) days when the death was out of state.

31.8 A doctor's certificate may be required when an employee is absent for a period in excess of three (3) days. The Town may also request the opinion of a second doctor at the Town's expense to determine whether the employee suffers from a chronic physical or mental condition which impairs his/her ability to perform the job. Employees who are habitually absent due to illness or disability may be terminated if their disability cannot be reasonably accommodated and/or when the employee's absenteeism prevents the orderly and efficient provision of services to the citizens of the Town.

31.9 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may, with the Mayor's prior approval, take leave without pay and/or apply for the shared leave program under Personnel Policy 7.10 Shared Leave.

ARTICLE 32 – UNIFORMS AND EQUIPMENT

32.1 Upon initial employment with the Coupeville Marshal's Office, all regular, full-time deputies shall be entitled to the following equipment provided by the Town of Coupeville:

3 pairs of uniform trousers
3 short sleeve uniform shirts
3 long sleeve uniform shirts
1 jumpsuit (provided at officer's request)
1 tie and one tie bar
1 hat and accessories
1 baseball cap

1 name tag
1 pair of collar devices
1 uniform coat
1 rain coat
2 badges
1 soft body armor vest
1 trouser belt
1 basket-weave portable radio holder
1 basket-weave gun belt
1 basket-weave holster
1 basket-weave cuff case
1 basket-weave mag pouch
2 set handcuffs / hinged and chained / w/keys
1 pair of shoes or boots
1 portable radio with charger
Academy uniforms (as specified by C.J.T.C) if needed
Ammunition

Each Deputy Marshal will be responsible to furnish and keep in good working order his/her own duty weapon.

32.2 As a matter of courtesy, deputies agree not to wear hats indoors except during inclement weather (inclement weather is rain or freezing temperatures).

32.3 Deputies further agree to remove sunglasses prior to making citizen contact and to refrain from wearing reflective sunglasses. Deputies also agree not to wear fingerless gloves.

32.4 Upon employment with the Town, deputies will be furnished a basic uniform package (Article 32.1) as adopted on the date of this Agreement. Each deputy will be responsible to furnish and keep in good working order his/her own duty weapon. An allowance of three-hundred fifty dollars ($350) per deputy, per year, will be provided in the department budget for replacement of department issued uniforms and equipment. Requests for replacement of department issued uniforms and equipment will be submitted to and subject to the approval of the Marshal. Deputies are expected to maintain a professional appearance and maintain uniforms at an acceptable standard.

32.5 Uniforms or personal property damaged in the performance of duty will be repaired or replaced at the Marshal's discretion. Normal wear and tear on personal property is the deputy's responsibility. All uniforms and equipment furnished by the Town will remain the property of the Town.

ARTICLE 33 – LINE OF DUTY INJURIES

33.1 Disability Leave Supplement: This section applies to an employee who is off work due to an injury in the line of duty, which qualifies the employee for Workers' Compensation under Washington State Law. A disability supplement shall be granted as provided in Chapter 41.04.500-550 RCW. As stated in Chapter 41.04.510 RCW the disability supplement will begin on the sixth calendar day from the date of the injury or illness and continue for six months. One half of the amount of the supplement shall be charged against accrued leave and compensatory time of the employee and one half paid by the employer.

33.2 The parties agree to modify the statutory disability leave supplement as follows: If the employee exhausts all leave, the employer will pay the full supplement, up to a maximum of six months. All other provisions will be as provided by Chapter 41.04-500-550 RCW except Chapter 41.04.540 RCW, which exempts towns with a population of less than 2500.

33.3 The dollar amounts received by the employee shall not exceed the employee's net base salary in effect at the time of disability.

33.4 The Town of Coupeville agrees to provide each Deputy Marshal with long term disability insurance to cover lost wages due to a long term disability as outlined in Appendix C

ARTICLE 34 - WAGES

34.1 The Deputy Marshal's base hourly and monthly salary range shall be covered by this agreement and contained in Appendix A.

34.2 Usually, new employees will start their employment at the minimum wage rate for their classification. However, a new employee may be employed at a higher rate than the minimum when the employee's experience, training or proven capability warrant or when the prevailing market conditions require a starting rate greater than the minimum.

34.3 Probationary employee's pay increases of one step may be given, contingent on satisfactory performance as reported on their evaluation report. It the evaluation report is delayed, any salary increase will be retroactive to the employee's evaluation date.

ARTICLE 35 - HOURS OF WORK

35.1 ~~The Town acknowledges the Association preference for a 3/12 work schedule, three-twelve-hour work days followed by three days off. The Town will attempt to provide this schedule.~~The Town reserves the right to develop work patterns and schedules which best serves the needs of the community, and also recognizes the need for

consistent and predictable schedules for the Deputy Marshals. In all cases, work patterns and schedules will be consistent and days off will be consecutive, unless mutually agreed otherwise.

35.2 ~~When the department has a staff of 4 Deputy Marshals, the work schedule will be as follows: All Deputy Marshals will work a 3 days on and 3 days off work schedule consisting of 12 hour days, with days off being consecutive.~~The initial schedule will be shifts of four (4) ten (10) hour days. In addition, deputies may be assigned, and compensated, to be on call for a period of time prior to or following a regular shift. ~~The shift times will be from 6 a.m. to 6 p.m. for days and 6 p.m. to 6 a.m. for nights.~~

35.3 ~~When the department has a staff of 3 Deputy Marshals, the work schedule will be as follows: Two Deputy Marshals will work a 3 days on and 3 days off work schedule consisting of 12 hour days, with days off being consecutive.~~When staffing falls below two (2) Deputy Marshals, the work schedule and shift times may be revised by the Marshal, with input from the Association.

~~36.4 One Deputy Marshal will work a 5 day work schedule consisting of 8 hours per day, with 2 days off being consecutive. The shift times will be developed by the Marshal with input from the Association.~~

~~36.5 When staffing falls below three Deputy Marshals, the work schedule and shift times will be developed by the Marshal or the Mayor, with input from the Association.~~

~~36.6 In all cases, shift times will be consistent throughout the work schedule, unless mutually agreed otherwise. In all cases, days off will be consecutive, unless mutually agreed otherwise.~~

~~36.7 The Town reserves the right to develop work patterns and schedules which best serves the needs of the community, and also recognizes the need for consistent and predictable schedules for the Deputy Marshals.~~

~~36.8 Frequency of shift rotations will be at the discretion of the Association.~~

~~36.9 When the work schedule is calculated on a 24 day basis (12 hour work day), deputies will be provided one day off every 6 weeks, as a "Kelly Day". Deputies who choose not to take the day off may request pay for the day, at time and a half.~~

ARTICLE 36 – SHIFT BIDDING PROCESS

The Association's process for shift bidding is as follows:

36.1 All employees of the Coupeville Marshal's Office will participate in a shift bidding process. Shift bidding does not apply to probationary employees while in the training phase.

36.2 Shift bidding will take place in the first 15 days of October for the following calendar year. Seniority will determine the order by which employees will select their shift assignments for the upcoming year.

Each shift rotation will be two (2) months in duration for a total of six (6) rotations per year. In the first round of bids, employees may bid for three (3) shift rotations. In the second round of bidding employees may submit their first (1st) and second (2nd) preferences for the remaining three shift rotations.

36.3 No employee may bid for more than two consecutive rotations on the same shift. The first employee bid rotation of a new calendar year may not be the third consecutive employee bid rotation on the same shift.

36.4 An Association representative may be present during the scheduling. There will be no blind bids; each successive bidder will see the deputy already on the shift prior to bidding on the first bidding step.

36.5 The employer may move an individual officer within the schedule regardless of the shift bidding process for good cause.

ARTICLE 37 – SCHEDULES

37.1 Schedules will be prepared and posted 90 days (3 months) in advance, with a 30 day rolling lock No schedule changes will be made during the 30 day lock period unless mutually acceptable between the Bargaining Unit and the Employer.

37.2 In the event of illness or incapacity of a Bargaining Unit member, equal to two (2) or more work cycles, the schedule may be changed prior to the thirty (30) day mark

ARTICLE 38 – ON CALL

38.1 Deputy Marshals may be scheduled for on call time, as part of the posted work schedule defined in Article 37. Scheduled on call time will be immediately before or after a scheduled posted shift.

38.2 No scheduled changes will be made after posting of the schedule, unless mutually acceptable between the Association and the Employer.

38.3 Deputy Marshals serving in an on-call status shall be compensated at the negotiated rate of pay for on-call time.

38.4 If, while serving in an on-call status, the deputy is called into regular service, the deputy will be paid at their regular overtime rate for the actual time worked or for a minimum of two hours, whichever is longer.

38.5 After the overtime period expires, if time remains in the on-call period, the rate of pay will return to on call rate of pay, for the duration of the period unless the employee is called back into regular service. The employee will be paid at only one rate of pay for each hour of on call time, either the on call rate or overtime rate, not both.

38.6 **Calculation of Actual Hours Worked.**

For the purposes of calculating actual hours worked, regular service will be deemed to have started when the on-call officer receives a call for service requiring the officer's response, and will be deemed to have ended upon the officer being relieved of duty or calling back into an on-call status.

38.7 Employees scheduled for on call assignment will be allowed to take a patrol vehicle home. The patrol vehicle must be returned to Town Hall within (6) hours of the end of their scheduled work cycle. The patrol vehicle is for official use only and no personal use is permitted without prior approval.

ARTICLE 39 – COURT APPEARANCE

39.1 In the event that an employee is required by subpoena or specifically assigned by supervisory or command personnel to appear to testify in court outside his regular scheduled work hours, he shall be paid at the rate of 1-1/2 times his straight time hourly rate for the actual time in court with a minimum equivalent of two (2) hours at his overtime rate for the time he is required to be present in court.

39.2 In the event an employee is not notified by twenty four (24) hours prior to a scheduled or subpoenaed court appearance, on a regularly scheduled day off, that employee shall receive 3 hours at the straight time rate of pay.

ARTICLE 40 – SPECIALTY PAY

40.1 Field Training Officer Premium: When a student trainee officer is assigned to and being trained by a Field Training Officer, such Field Training Officer shall be compensated one dollar ($1.00) per hour above his/her applicable hourly rate of pay while performing such duty.

ARTICLE 41 – COMPENSATION UPON TERMINATION

41.1 When an employee's employment with the Town is terminated, the employee will receive the following compensation:

41.1.1 Regular wages for all hours worked up to the time of termination which have not already been paid.

41.1.2 Any overtime or holiday pay due.

41.1.3 A lump sum payment of any accrued but unused vacation and compensatory time.

41.1.4 A lump sum payment of any accrued but unused sick leave upon retirement, resignation or death shall be paid according to Article 31.3 and 31.4.

ARTICLE 42 – DRUG AND ALCOHOL TESTING

42.1 It is the intent of the Town and the Association to maintain a workplace that is free from the effects of drug and alcohol abuse. Therefore, no employee shall unlawfully manufacture, distribute, dispense, possess or use any illegal controlled substance or alcohol in any of the Town's workplace. Nor shall any employee report to work or work under the influence of alcohol or an illegal controlled substance.

42.2 Employees must report their use of over-the-counter or prescribed medications to the Marshal if the use might impair their ability to perform their job safely and effectively. A determination will then be made as to whether the employee should be able to perform the essential functions of the job safely and properly.

42.3 Due to the nature of Law Enforcement, the Town takes a no-tolerance position on violations of this policy. A sustained finding will result in disciplinary action, up to and including dismissal. The Town may also refer criminal charges on any employee found to have knowingly violated Chapter 69.50.401 RCW. Tests are permitted when probable cause of unlawful drug use exists.

42.4 The Town's Drug and Alcohol Testing Policy is attached to this document as Appendix D.

ARTICLE 43 – GRIEVANCE, CONCILIATION, ARBITRATION PROCEDURE

43.1 It is the intent of this grievance procedure to settle such disputes or complaints at the point of origin. A grievance shall mean a claim or dispute arising from the interpretation or application of this Agreement. As used in this Article, workdays shall be defined as Monday through Friday, exclusive of holidays.

43.2 In the event that such a complaint or dispute arises during the life of this Agreement, it shall be handled in the following manner:

43.2.1 STEP 1: The employee shall present the grievance to his immediate supervisor, in writing, within ten~~five~~ (10~~5~~) working days of the date and time of the occurrence of the event giving rise to the grievance or it shall be deemed waived. If the issue is not resolved within two (2) working days after the grievance is so presented, the employee may proceed to Step 2.

43.2.2 STEP 2: The employee shall present the grievance, in writing, within ten ~~five~~ (10~~5~~) working days from the date of the immediate supervisor's response to the Mayor. The written grievance shall contain the article(s) of the Agreement allegedly violated, the

facts of the matter and the remedy sought. The employee and the Mayor shall meet and attempt to resolve the grievance within ten~~five~~ (10~~5~~) working days of its submittal to the Mayor. An Association Representative may be present at the meeting between the employee and the Mayor if the employee desires.

43.2A Upon completion of the meeting between the employee and the Mayor, the Mayor shall within ten (10) working days present his/her decision in writing to the employee and Association. Nothing will prevent the employee or Mayor from having additional meetings to try and resolve the matter prior to advancing to step (3) of the grievance procedure.

43.2.3 STEP 3: Within ten (10) working days of the Mayor's response to the grievance, the employee may submit the grievance for arbitration by notifying both the Association and the Mayor of his intent to do so.

43.3 In the event that the parties are unable to agree on a solution to the grievance, they shall jointly request, from either PERC or FMCS, a list of seven (7) neutral arbiters, residing in Washington or Oregon, and shall strike from the list until one name remains. This arbiter shall serve as the sole arbiter and his/her decision shall be final and binding on both parties.

43.4 If either party fails to appear or submit testimony or argument in the form required within ten (10) full business days after due notice has been given (or such time as may be agreed upon), then said arbiter may proceed to settle the case and render the decision in accordance with the evidence in the arbiter's possession.

43.5 In connection with an arbitration proceeding held pursuant to this Agreement, it is understood as follows:

43.5.1 The Arbiter shall have no power to render a decision that will add to, subtract from or alter, change, modify or be contrary to the terms of this Agreement. The arbiter's authority shall be limited to interpretation of the express terms of this Agreement, and all the other matters shall be excluded from arbitration.

43.5.2 The cost of the arbitration shall be borne equally by the Town and the Association and each party shall bear the cost of presenting its own case.

43.5.3 The Arbiter's decision shall be made in writing and shall be issued to the parties within thirty (30) days. Pending final decision of any grievance, work shall continue without interruption and under the conditions prevailing prior to the time of the dispute.

43.5.4 For the purpose of this Article, working day shall be defined as Monday through Friday, excluding holidays as listed in Article 29.

43.5.5 In the event that the grievance is not submitted by the employee to the next step in the process within the time frame specified, the matter shall be considered resolved with the last Employer response. If either party fails to meet the time lines outlined in the grievance procedure above the matter is considered settled as outlined in the last response given.

ARTICLE 44 – SAVINGS CLAUSE

44.1 If any provision of this Agreement and it's appendixes is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable laws, statutes or regulations of the United States of America, the State of Washington, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet within thirty (30) days to negotiate in good faith a substitute provision.

ARTICLE 45 – DURATION OF AGREEMENT

45.1 This Agreement and its appendices shall be effective January 1, 2014 and will remain in effect until December 31, 2017.

45.2 If either party notifies the other of its intent to negotiate a successor agreement, the parties shall commence negotiations for a successor agreement within thirty (30) days of the date of the notice. Should neither party to this Agreement provide notice of its intent to negotiate a successor agreement, this Agreement shall continue in full force and effect from year to year or until a successor Agreement is negotiated and ratified by the parties. No unilateral changes shall be made to any of the terms and conditions of this Agreement between December 31, 2017 and the effective date of a successor agreement.

45.3 Except as otherwise provided herein, this Agreement will not be reopened for negotiation during the three year period, unless by mutual agreement of both parties. Mutual agreement or reopening may be limited to a specific article or subsection, or the entire document.

Signed this _____ day of _____, 2014

_____

Mayor: Nancy Conard

TOWN OF COUPEVILLE

_____

Association President: Hodges Gowdey III

_____

FOP Labor Specialist: Leo F. Painton

COUPEVILLE DEPUTY MARSHAL'S ASSOCIATION

APPENDIX"A"

Each step is beginning of each year of service.

Steps	1	2	3	4	5	6
Monthly Pay$	**4,284.80**	**4,413.07**	**4,541.33**	**4,669.60**	**4,797.87**	**4,926.13**
Rate of Pay$	**24.72**	**25.46**	**26.20**	**26.94**	**27.68**	**28.42**
OT Rate $	**37.08**	**38.19**	**39.30**	**40.41**	**41.52**	**42.63**

ON-CALL RATE OF PAY

RATE OF PAY **$9.33 HR**

APPENDIX "B"

ALTERNATIVE DEFENSE

List of acceptable counsel for purposes of alternative defense of Deputy Marshals in inquest proceedings:

1. Ted Buck Stafford Frey Cooper
   1301 Fifth Avenue
   Suite 2500
   Seattle, WA 98101
   (206) 623-9900

2. Ann Bremner
   Stafford Frey Cooper
   601 Union Street
   Suite 3100
   Seattle, WA 98101
   (206) 623-9900

3 Stephen Larson
   Stafford Frey Cooper
   601 Union Street
   Suite 3100
   Seattle, WA 98101
   (206) 623-9900

4. Christopher K. Vick
   Aitchison & Vick, Inc.
   5701 6th Avenue S.
   Suite 491A
   Seattle, WA 98108
   (206) 957-0926

5. Mark Bucklin
   Keating Bucklin & McCormack
   800 Fifth Avenue
   Suite 4141
   Seattle, WA 98104
   (206) 623-8861

6. Andrew Cooley
   Keating Bucklin & McCormack
   800 Fifth Avenue
   Suite 4141
   Seattle, WA 98104
   (206) 623-8861

7. Robert Christie
   Christie Law Group
   2100 Westlake Avenue N.
   Suite 206
   Seattle, WA 98109
   (206) 957-9669

APPENDIX "C"

LONG TERM DISABILITY PROGRAM

The following information is intended to provide a summary of the plan benefits for the AWC Long Term Disability Program. A more comprehensive review of program benefits can be found in the Standard Insurance Certificate and Summary Plan Description. For the most accurate and total portrayal of the program, the service contract with Standard can be provided.

	Description
Insurance Carrier	Standard Insurance Company
Elimination Period	Waiting period beginning on the date of disability until benefit will pay. (NOTE: Employee will draw from available sick and/or vacation leave during this time period to maintain income.) Options: 90-day or 180-day elimination period.
Benefit Level	Percent of base earnings upon last day worked. Options: 60% or 67%.
Maximum Monthly Benefit	$8,000
Definition of Disability	Own occupation: Unable to perform the material duties of your own job. Any occupation: Unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience. Partial Disability: You are able to work, but due to the disability, unable to earn more than own occupation income level.
Benefit Duration	Benefit will pay up to 24 months if disabled under **own occupation** for non-public safety employees; 12 months in **own occupation** for public safety employees. After these time periods are maximized, the benefit will pay as follows, if disabled under **any occupation**:
	To age 65 or 3 years 6 months, if longer. If active employee is disabled after age 62, a graduation Schedule of Insurance is used to pay benefit beyond age 65 (see plan document for Schedule of Insurance).
Deductible Income	Any amount you receive because of your disability will be deducted from the benefit payable amount (i.e., worker's compensation, sick pay or work earnings, social security, disability pension, etc.). Work earnings are discounted under the Return to Work Incentive below.
Other Provisions **Return to Work Incentive**	Benefit will be still be payable, but calculated differently: approximately 80% for first 12 months and 60% after 12 months.
Survivor Benefit	While disabled, a lump sum equal to 3 times LTD benefit will be paid to designated beneficiary upon death.
Child Care Expense	$250 monthly per child, not to exceed $500, payable during Return to Work incentive.
Pre-Existing Condition Waiting Period	If you consulted a doctor or took prescribed medication 90 days prior to your coverage effective date, the plan would not pay until after 12 months' enrollment on the program.

LONG TERM DISABILITY PROGRAM RATES

		Maximum Monthly Benefit	Minimum Monthly Benefit	Monthly Rate of Payroll
Option 1	**60% Benefit 90-Day Elimination Period**	**$8,000**	**5%/$75**	**.437%**
Option 2	60% Benefit 180-Day Elimination Period	$8,000	5%/$75	.369%
Option 3	67% Benefit 90-Day Elimination Period	$8,000	5%/$75	.558%
Option 4	67% Benefit 180-Day Elimination Period	$8,000	5%/$75	.468%

APPENDIX "D"

DRUG AND ALCOHOL TESTING PROGRAM
For Deputy Marshal's

DEFINITIONS

Probable Cause: A set of facts and circumstances that would lead a reasonable, cautious and prudent person to believe that it is more probable than not that a specific person's work performance is impaired due to drug or alcohol abuse.

Reasonable Suspicion: Reasonable suspicion which will justify a supervisor in requiring a drug or alcohol test is an amount of information, knowledge or observation sufficient to cause an ordinary, prudent and cautious person under the circumstances to suspect drug or alcohol use in violation of the Standard Operating Procedures and the current Collective Bargaining Agreement.

Reasonable Period of Time: For purposes of this policy, a reasonable period of time to await the arrival of an Association or legal representative prior to submission of a blood, urine or breathe sample will be sixty (60) minutes following contact with said representative. In the event that an employee is unable to locate an Association or legal representative after a reasonable number of attempts, the sample collection will commence.

Medical Review Physician: The Medical Review Physician is a licensed physician with knowledge of substance abuse disorders. He or she must be familiar with the characteristics of the tests, i.e., sensitivity, specificity and predictive value, as well as familiarity with the laboratories conducting the tests and the medical condition and work exposure of the employee under suspicion. The Town and Association shall agree upon the physician.

DRUG AND ALCOHOL TESTING INFORMATION

All members of the bargaining unit are subject to the provisions of this policy. Employees are informed of how the tests are conducted, what the tests can determine and the consequences of testing positive.

All newly hired employees will receive a copy of the collective bargaining agreement, which includes the drug and alcohol testing policy, upon hire.

EMPLOYEE TESTING

Deputy Marshals will not be subjected to random medical testing involving urine, blood or breath analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse except as required by this policy and agreement. However, if objective evidence exists establishing probable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the Town may require the employee to undergo medical tests consistent with the conditions as set forth in this policy. If reasonable suspicion exists to believe an employee may be under the influence of drugs or alcohol while on duty, the Marshal or Mayor may require the employee to undergo a medical or breathe test consistent with the conditions as set forth in this policy. In the absence of the Marshal or Mayor, the officer in charge of the Department will require the test.

In the event an employee is involved in an accident with serious injury requiring off-site medical treatment, or extensive property damage, or a shooting incident, the employee may be ordered to submit to drug testing, where surrounding circumstances provide an articulable suspicion that the employee may be impaired.

An employee required to undergo such testing will first be presented with the evidence establishing probable cause or reasonable suspicion. The Department will make every effort during the investigation and the testing to maintain confidentiality.

Employees have a duty to report suspected alcohol or drug use by any other employee while on duty or when use prior to duty might affect later work performance. Any employee may articulate a reasonable suspicion to his or her supervisor or directly to the Marshal. Evidence of drug or alcohol use includes, but is not limited to, behaviors and physiological factors as listed through the Washington State Criminal Justice Training Commission and the Washington Cities Insurance Authority.

SAMPLE COLLECTION

The testing of blood or urine samples will be performed for determining the presence of drugs. Collection and testing will be performed only by a laboratory and by a physician or healthcare professional qualified and authorized to determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Town and the Association. The laboratory used shall also be one whose procedures are periodically tested by NIDA where an independent qualified party analyzes unknown samples.

A certified BAC operator using a certified BAC machine will conduct the testing for alcohol.

The results of tests indicating a positive will be forwarded to the Medical Review Physician only.

Collection of blood or urine samples will be conducted in a manner which recognizes the highest degree of security for the sample and freedom from alteration. Recognized strict chain of custody procedures will be followed for all samples as set by NIDA. If the security of the sample is compromised in any way, any test shall be invalid and may not be used for any purpose. Blood or urine samples will be submitted as per NIDA standards.

An employee may have an Association or legal representative present during the submission of a sample, provided the representative can be available in a reasonable period of time.

Employees shall not be witnessed while submitting a urine sample. Prior to submitting a blood or urine sample, the employee will be required to sign a consent and release form (see attached).

With drug testing, a split sample will be preserved in all cases. An independent analysis will always be conducted in the case of a positive test result. All samples must be stored in a scientifically acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six months or for the duration of any grievance, disciplinary action or legal proceedings, which ever is longer. At the conclusion of this period, the paperwork and specimen will be destroyed. Tests shall be conducted in a manner to ensure that an employee's legal drug use does not affect the test results.

The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation tests as provided within NIDA Standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distributions. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs.

INITIAL TESTING

Marijuana Metabolites	100 ng/ml
Cocaine Metabolites	300 ng, /ml
Opiate Metabolites [1]	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml
Barbiturates:	
Secobarbital	300ng/ml
Phenobarbital	1,000-3,000ng/ml
Butalbital	1,000ng/ml
Benzodiazepines:	
Oxazepam	300ng/ml
Chlordiazepoxide	3,000ng/ml
Diazepam	2,000ng/ml

Methadone	300ng/ml
Methaqualone	300ng/ml
Propozyphene	300ng/ml
Ethanol	0.03g/dl

(1) If immunoassay is specific for free morphine, the initial test level is 25ng/ml.

If initial testing results are negative, testing shall be discontinued, all samples are to be destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

CONFIRMATORY TESTING

Marijuana Metabolites (1)	15 ng/m	
Cocaine Metabolites (2)	150 ng/ml	
Opiates:		
Morphine	300 ng/mi	
Codeine	300 ng/ml	
Phencyclidine	25ng/ml	
Amphetamines:		
Amphetamine	500ng/ml	
Methamphetamine		500ng/ml
Barbiturates	200ng/ml	
Benzodiazepines		200ng/ml
Methadone	100ng/ml	
Methaqualone	300ng/ml	
Propozyphene	100ng/ml	
Ethanol	0.03g/dl	

(1) Delta-9-tetrahydrocannabilol-9-carboxylic acid
(2) Benzoyl ecgonine

If, following confirmatory testing and independent analysis (if any) the results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file.

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ALCOHOL SAMPLE TESTING

A BAC machine shall be used to screen for alcohol use. This screen test shall be performed by an individual qualified through the Washington State Criminal Justice Training Commission, utilizing equipment certified by the Washington State Patrol. The samples shall be taken in accordance with the following provisions:

1. A breath alcohol result of $\leq$ 0.019 grams of alcohol/210 L of breath will be considered negative, and no further testing will be required for that incident.

2. A breath alcohol result of $\geq$0.020 grams of alcohol/210 L breath will require a second, confirmatory test conducted no sooner then 15 minutes after the initial test.

3. If the confirmation test results is $\geq$0.020 grams of alcohol/210 L of breath, the results will be considered positive and will be reported immediately to the Town. The employee will not be allowed to return to work, and arrangements must be made to provide transportation to the employee's home.

If testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file.

The role of the Medical Review Physician will be to review and interpret the positive test results. He/she must examine alternative medical explanations for any positive test result. This action shall include conducting a medical interview with the effected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

LABORATORY RESULT

The laboratory will advise only the employee and the Medical Review Physician of any positive drug test. The results of a positive drug test can only be released by the Medical Review Physician to the Town once he/she has completed his/her review and analysis of the laboratory's test. The Town will be required to keep the results confidential and they shall not be released to the general public. In the case of BAC results, the operator shall advise the Medical Review Physician of test results. All applicable laws of confidentiality will apply.

TESTING PROGRAM COSTS

The Town will pay for all costs involving drug and alcohol testing, as well as the expenses involved with the Medical Review Physician. The Town shall also reimburse

each employee for their time and expense including travel incurred involved in the testing procedure only, if outside normal shift schedule.

REHABILITATION PROGRAM

First Offense: Any employee, who, while on duty, tests positive for alcohol, or drugs legally prescribed to the employee, may be medically evaluated, counseled and treated for rehabilitation as recommended by a certified substance abuse counselor. Upon successful completion of a recommended rehabilitation program and return to work, the Marshal may require the employee to be re-tested randomly once every four weeks for the following twenty-four (24) months.

Any employee may voluntarily enter rehabilitation without a requirement for prior testing. Employees shall not be subject to re-testing the first time they voluntarily enter a rehabilitation program on their own initiation without having tested positive after finding of reasonable suspicion. Subsequent voluntary rehabilitation admissions shall be treated the same as a positive test result requiring the employee to participate in the testing program.

The treatment and rehabilitation costs shall be paid as per the current Town of Coupeville insurance program. Any costs over and above the insurance coverage shall be paid for by the employee. Employees will be allowed to use their accrued leave for the necessary time off involved in the rehabilitation program. For the purpose of this agreement, "leave" shall include accrued sick time, vacation time, compensatory time, and personal days.

If any employee tests positive during the twenty-four (24) month period, the employee may be re-evaluated by a drug or alcohol counselor to determine if the employee requires additional counseling and/or or treatment. The employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment.

Second Offense: Upon a second positive test results the Town may terminate the employee from employment.

CONSEQUENCES

An employee's failure or refusal to comply with this Drug and Alcohol Testing Program may result in disciplinary action, up to and including termination of employment.

DUTY ASSIGNMENT AFTER TREATMENT

Once an employee successfully completes rehabilitation, he/she shall be returned to full duty status.

RETENTION OF INFORMATION

Retention of testing results will be in accordance with Article 25 and 26. Testing results shall be considered employee's confidential medical records and are not subject to public disclosure, unless required by law, with out written consent from the employee.

MANAGEMENT'S POSITION ON POSITIVE DRUG TESTS

Upon completion of due process, the Town may terminate from employment any employee who tests positive for illegal drugs.

RIGHT OF APPEAL

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that he/she may grieve any other action.

ASSOCIATION HELD HARMLESS

The Town assumes the sole responsibility for the administration of this Article. The Town shall not be obligated to hold the Association harmless for acts or omissions of the Association.

CHANGES IN TESTING PROCEDURES

The parties recognize that, during the life of this Agreement, there may be improvements in the technology of testing procedures providing more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements.

EMPLOYEE CONSENT/RELEASE FORM

I, _____, consent to the collection of a blood/urine sample by _____ and its analysis by

_____ for those drugs specified in the Collective Bargaining Agreement.

The laboratory administering the tests, only after the results have been reviewed and interpreted by the Medical Review Physician, will be allowed to release the results to the Town Marshal or Mayor and myself. The information provided shall only indicate a confirmed positive result for a prohibited substance specified in appendix D. No other results of the test will be released without my written consent. The results will be secured in compliance with medical confidentiality requirements of the Americans with Disabilities Act.

I understand that I have the right to my complete test results and that the laboratory will preserve the sample for at least twelve (12) months. I have the right to have this sample split and a portion tested at the Towns expense at a second NIDA certified laboratory of my choice in the event the test results are confirmed positive.

I understand that the Town is requiring me to submit to this testing as a condition of my employment and that alteration of the sample or failure to reasonably cooperate with the collection of the sample may result in disciplinary action by the Town.

I understand that a confirmed positive test may result in a requirement that I undergo rehabilitation.

By signing this consent form, I am not waiving any rights under federal, state or local law, or administrative or common-law provision. I understand that I have the right to challenge any confirmed positive test result and any Town action based thereon, by filing a grievance under the Collective Bargaining Agreement.

ACKNOWLEDGMENT

I have read and understand my rights as set forth above.

Employee_____ Date: _____

Witness_____ Date: _____

4

TOWN OF COUPEVILLE
Coupeville, Washington

VOUCHER APPROVAL
for
Council Meeting of January 14, 2014

Voucher Numbers: 26280 to 26339 as attached.

Total of Vouchers: $ 99,882.05

STATE OF WASHINGTON)
) §
COUNTY OF ISLAND)

We, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the Town of Coupeville and that we are authorized to authenticate and certify to said claim.

Clerk-Treasurer

Mayor

Council Member

☐ Approved by Council
☐ Approved by Council with the following exceptions/instructions:

Reasons for break in sequence:

Date	Warrant No.	Reason

RECOMMENDATION:

A motion to approve the December 31, 2013 claims vouchers/warrants #26280 to #26339 for a total of $99,882.05; and December 2013 payroll warrants #14668 to #14700 for a total of $88,577.32.

TOWN OF COUPEVILLE
WARRANT REGISTER (BGTRAN)
01/09/2014 (Printed 01/09/2014 11:04)

WARRANT NUMBER	VENDOR NUMBER	VENDOR NAME	DATE ISSUED	INVOICE NUMBER	ACCOUNT NUMBER	AMOUNT
26284	9890	ACE HARDWARE	12/31/2013	232179	401 000 000 534 80 31 00	59.71
				SUPPLIES	401 000 000 535 80 31 00	111.91
					INVOICE TOTAL	171.62
				232540	001 000 000 518 10 31 00	28.24
				CHAINSAW FILES	INVOICE TOTAL	28.24
				232585	001 000 000 575 50 31 00	22.67
				WEATHER STRIPING	INVOICE TOTAL	22.67
				232945	401 000 000 535 80 31 00	55.25
				WIRE	INVOICE TOTAL	55.25
				233253	101 000 000 542 30 31 00	17.62
				BOLTS	INVOICE TOTAL	17.62
					WARRANT TOTAL	295.40
26285	10185	ALL-PHASE ELECTRIC SUPPLY	12/31/2013	0952-683688	401 000 000 534 80 35 00	57.61
				HEATER FOR WELL 4	INVOICE TOTAL	57.61
					WARRANT TOTAL	57.61
26286	10250	ALPINE PRODUCTS, INC.	12/31/2013	TM-137568	101 000 000 595 63 04 01	5,351.65
				CROSS WALK & STOP BARS	INVOICE TOTAL	5,351.65
					WARRANT TOTAL	5,351.65
26287	10480	AMSAN	12/31/2013	302209549	001 000 000 576 80 31 00	134.45
				CLEANING SUPPLIES	INVOICE TOTAL	134.45
					WARRANT TOTAL	134.45
26288	12010	APPLIED PROFESSIONAL	12/31/2013	78611	303 000 750 596 34 63 13	840.00
				UTILITIES LOCATE	INVOICE TOTAL	840.00
					WARRANT TOTAL	840.00
26280	12873	AT&T MOBILITY	12/18/2013	287244041563/DEC	001 000 000 518 10 42 00	110.84
				CELL SVC-10/28-11/27/13	001 000 000 521 00 42 00	221.67
					001 000 000 539 00 42 00	36.94
					401 000 000 534 80 42 00	36.94
					401 000 000 535 80 42 00	36.94
					INVOICE TOTAL	443.33
					WARRANT TOTAL	443.33
26289	12873	AT&T MOBILITY	12/31/2013	DEC/287244041563	001 000 000 518 10 42 00	113.61
				CELL SVC-11/28-12/27/13	001 000 000 521 00 42 00	227.21
					001 000 000 539 00 42 00	37.86
					401 000 000 534 80 42 00	37.86

WARRANT NUMBER	VENDOR NUMBER	VENDOR NAME	DATE ISSUED	INVOICE NUMBER	ACCOUNT NUMBER	AMOUNT
					401 000 000 535 80 42 00	37.86
					INVOICE TOTAL	454.40
					WARRANT TOTAL	454.40
26290	13300	AVOCET ENVIRONMENTAL TEST	12/31/2013	1304122-IN	401 000 000 534 80 41 00	119.00
				CHLORIDE TESTING	INVOICE TOTAL	119.00
				1304316-IN	401 000 000 534 80 41 00	68.00
				COLIFORM TESTING	INVOICE TOTAL	68.00
					WARRANT TOTAL	187.00
26291	25575	BIG ROCK DESIGNS	12/31/2013	#10476	001 000 000 518 00 31 00	24.46
				NEWSLETTER-DEC 2013	INVOICE TOTAL	24.46
				10434	001 000 000 558 00 31 00	52.61
				BUSINESS CARDS-SMITH,B.	INVOICE TOTAL	52.61
				10476	001 000 000 518 00 31 00	472.85
				VEHICLE DECALS	INVOICE TOTAL	472.85
					WARRANT TOTAL	549.92
26292	27425	BRATTON, GEORGE P.E.	12/31/2013	DECEMBER 2013	401 000 000 534 80 41 00	905.81
				ENGINEERING SVC-DEC '13	401 000 000 535 80 41 00	845.80
					INVOICE TOTAL	1,751.61
					WARRANT TOTAL	1,751.61
26293	31195	CASCADE COMPUTER MAINTENANCE, INC.	12/31/2013	1051270	001 000 000 596 18 00 00	5,895.00
				NEW SERVER	INVOICE TOTAL	5,895.00
					WARRANT TOTAL	5,895.00
26294	36000	COHEN, MANNI & THEUNE	12/31/2013	100	001 000 000 512 00 41 00	1,250.00
				P/A FOR DEC 2013	INVOICE TOTAL	1,250.00
					WARRANT TOTAL	1,250.00
26295	36950	CONARD, NANCY	12/31/2013	2013 DECEMBER	631 000 000 589 00 00 00	1,164.96
				MEDICAL REIMBURSEMENT	INVOICE TOTAL	1,164.96
				DECEMBER 2013	001 000 000 514 00 31 00	132.94
				REIMBURSE SUPPLIES&MAPS	INVOICE TOTAL	132.94
					WARRANT TOTAL	1,297.90
26296	37185	CONSIDER IT DONE	12/31/2013	DECEMBER 2013	001 000 000 514 00 41 00	30.00
				ADMIN SUPPORT	INVOICE TOTAL	30.00

WARRANT NUMBER	VENDOR NUMBER	VENDOR NAME	DATE ISSUED	INVOICE NUMBER	ACCOUNT NUMBER	AMOUNT
					WARRANT TOTAL	30.00
26297	37500	COREY OIL CO.	12/31/2013	020644	001 000 000 521 00 31 00	8.00
				CAR WASH	INVOICE TOTAL	8.00
					WARRANT TOTAL	8.00
26298	38325	COUPEVILLE HISTORIC	12/31/2013	2013 DECEMBER	104 000 000 557 30 49 00	1,400.00
				WATERFRONT WI-FI	INVOICE TOTAL	1,400.00
					WARRANT TOTAL	1,400.00
26299	49900	DAY WIRELESS SYSTEMS	12/31/2013	350517	001 000 000 521 00 48 00	163.05
				CALIBRATE RADAR	INVOICE TOTAL	163.05
					WARRANT TOTAL	163.05
26300	51600	DUNSMORE & ASSOCIATES	12/31/2013	16132	303 000 750 596 34 63 13	1,770.00
				SURVEY MADRONA WTRLINE	INVOICE TOTAL	1,770.00
					WARRANT TOTAL	1,770.00
26301	51680	DUTCH MAID LAUNDRY	12/31/2013	2013 DECEMBER	001 000 000 521 00 49 00	10.32
				UNIFORMS-LAUNDRY-DEC'13	INVOICE TOTAL	10.32
					WARRANT TOTAL	10.32
26302	60110	EBEY'S LANDING NATIONAL	12/31/2013	DECEMBER 2013	104 000 000 557 31 49 00	2,543.09
				ELNHR 2% H/M TAX	INVOICE TOTAL	2,543.09
					WARRANT TOTAL	2,543.09
26303	104200	ISLAND COUNTY E R & R FUND	12/31/2013	13-00329	001 000 000 518 10 32 00	462.04
				FUEL FOR NOV 2013	001 000 000 521 00 32 00	995.19
					401 000 000 534 80 32 00	165.18
					401 000 000 535 80 32 00	165.18
					INVOICE TOTAL	1,787.59
					WARRANT TOTAL	1,787.59
26304	105900	ISLAND COUNTY TREASURER	12/31/2013	DECEMBER 2013	001 000 000 512 00 41 00	1,030.00
				4thQTR PROSECUTION SVC	INVOICE TOTAL	1,030.00
					WARRANT TOTAL	1,030.00
26305	107100	ISLAND COUNTY SOLID WASTE	12/31/2013	#2541---9128	401 000 000 535 80 47 02	1,575.50
				BIOSOLIDS PROCESSING	INVOICE TOTAL	1,575.50
				2541---9128	401 000 000 535 80 47 03	89.00
				GARBAGE	INVOICE TOTAL	89.00

WARRANT NUMBER	VENDOR NUMBER	VENDOR NAME	DATE ISSUED	INVOICE NUMBER	ACCOUNT NUMBER	AMOUNT
					WARRANT TOTAL	1,664.50
26306	107500	ISLAND COUNTY TREASURER	12/31/2013	2013 DECEMBER	001 000 000 586 12 00 00	75.57
				4TH QTR CT ASSESSMENT	INVOICE TOTAL	75.57
				9	001 000 000 512 00 45 00	358.33
				4TH QTR 2013 CT RENT	INVOICE TOTAL	358.33
				DECEMBER 2013	104 000 000 598 79 51 00	8,494.05
				4TH QTR 2%	INVOICE TOTAL	8,494.05
					WARRANT TOTAL	8,927.95
26307	121200	J. P. COOKE CO.	12/31/2013	263727	001 000 000 521 00 31 00	58.44
				DOG TAGS FOR 2014	INVOICE TOTAL	58.44
					WARRANT TOTAL	58.44
26308	132115	KUSCHNEREIT, MELODY	12/31/2013	2013 DECEMBER	001 000 000 531 80 01 00	315.00
				CEC GRANT	INVOICE TOTAL	315.00
					WARRANT TOTAL	315.00
26309	132200	L&L AUTO CARE	12/31/2013	8293	001 000 000 521 00 48 00	1,212.32
				MAINT '09 FRD CRWN VIC	INVOICE TOTAL	1,212.32
					WARRANT TOTAL	1,212.32
26310	132500	LAKESIDE INDUSTRIES	12/31/2013	00148595	101 000 000 595 62 01 00	56.57
				GRAVEL	INVOICE TOTAL	56.57
				00148599	101 000 000 595 62 01 00	70.63
				GRAVEL	INVOICE TOTAL	70.63
					WARRANT TOTAL	127.20
26311	160100	NCL OF WISCONSIN, INC.	12/31/2013	331668	401 000 000 535 80 31 00	449.26
				LAB SUPPLIES	INVOICE TOTAL	449.26
					WARRANT TOTAL	449.26
26312	170100	OAK HARBOR, CITY OF	12/31/2013	SD-1349	101 000 000 542 67 51 00	158.70
				STREET SWEEPING-12/2013	INVOICE TOTAL	158.70
					WARRANT TOTAL	158.70
26313	170980	OFFICE DEPOT	12/31/2013	684274515001	401 000 000 534 80 31 00	27.36
				DIARY FOR 2014	401 000 000 535 80 31 00	27.37
					INVOICE TOTAL	54.73
				685907076001	401 000 000 534 80 31 00	27.36-

WARRANT NUMBER	VENDOR NUMBER	VENDOR NAME	DATE ISSUED	INVOICE NUMBER	ACCOUNT NUMBER	AMOUNT
				CR-DIARY FOR 2014	401 000 000 535 80 31 00	27.37-
					INVOICE TOTAL	54.73-
				685907078001	401 000 000 534 80 31 00	27.36
				DIARY FOR 2014	401 000 000 535 80 31 00	27.37
					INVOICE TOTAL	54.73
				689542032001	001 000 000 518 00 31 00	172.70
				OFFICE SUPPLIES	001 000 000 558 00 31 00	28.85
					INVOICE TOTAL	201.55
					WARRANT TOTAL	256.28
26314	182190	PENN COVE WATER FESTIVAL ASSOC.	12/31/2013	DECEMBER 2013	104 000 000 557 31 49 00	2,543.09
				PCWFA 2% H/M TAX	INVOICE TOTAL	2,543.09
					WARRANT TOTAL	2,543.09
26315	185500	PRAIRIE CENTER RED APPLE	12/31/2013	001000400917	001 000 000 518 00 31 00	31.51
				COFFEE & CREAMER	INVOICE TOTAL	31.51
				002000351058	401 000 000 535 80 31 00	64.91
				WATER & TORCH STARTERS	INVOICE TOTAL	64.91
					WARRANT TOTAL	96.42
26316	186649	PUBLIC SAFETY TESTING, INC	12/31/2013	2013-5428	001 000 000 521 10 41 00	87.50
				4thQTR SUBSCRIPT FEE'13	INVOICE TOTAL	87.50
					WARRANT TOTAL	87.50
26317	187000	PUGET SOUND ENERGY	12/31/2013	DECEMBER 2013	001 000 000 518 00 47 00	261.93
				ENERGY PAYMENTS	001 000 000 518 10 47 00	92.46
					001 000 000 575 50 47 00	130.49
					001 000 000 576 80 47 00	161.01
					101 000 000 542 63 47 00	3,446.72
					401 000 000 534 80 47 00	3,727.66
					401 000 000 535 80 47 00	2,841.71
					INVOICE TOTAL	10,661.98
					WARRANT TOTAL	10,661.98
26318	192600	REICHHARDT & EBE	12/31/2013	24377	101 000 000 595 30 63 03	2,515.93
				ENGINEERING-MADRONA	INVOICE TOTAL	2,515.93
					WARRANT TOTAL	2,515.93
26281	192700	RENAE MULHOLLAND	12/18/2013	DECEMBER 2013	001 000 000 511 00 41 00	375.00
				TC-11/26,12/6&12/10 '13	INVOICE TOTAL	375.00
					WARRANT TOTAL	375.00

WARRANT NUMBER	VENDOR NUMBER	VENDOR NAME	DATE ISSUED	INVOICE NUMBER	ACCOUNT NUMBER	AMOUNT
26319	193875	ROGERS, STEPHANIE	12/31/2013	DECEMBER 2013	001 000 000 518 10 49 00	130.00
				CDL LICENSE RENEWAL	INVOICE TOTAL	130.00
					WARRANT TOTAL	130.00
26320	206920	SKAGIT FARMERS SUPPLY	12/31/2013	2799891	001 000 000 575 50 32 00	319.36
				PROPANE-REC HALL	INVOICE TOTAL	319.36
				435508	101 000 000 542 30 31 00	13.51
				PROPANE-STREETS	INVOICE TOTAL	13.51
				438275	101 000 000 542 30 31 00	34.07
				PROPANE-STREETS	INVOICE TOTAL	34.07
					WARRANT TOTAL	366.94
26321	208665	SMITH, BRIDGET	12/31/2013	13-007	001 000 000 558 00 41 01	5,610.00
				DEC '13 CONSULTING SVCS	001 000 000 559 60 41 00	2,250.00
					INVOICE TOTAL	7,860.00
					WARRANT TOTAL	7,860.00
26322	209415	SOUND PUBLISHING INC	12/31/2013	#601295	001 000 000 511 00 44 00	115.50
				PH NOTICE 2014 BUDGET	INVOICE TOTAL	115.50
				*601295	001 000 000 511 00 44 00	202.95
				TC & PC AGENDAS	001 000 000 558 00 44 00	159.23
					INVOICE TOTAL	362.18
				601295	001 000 000 558 00 44 00	120.75
				CUP 13-02	INVOICE TOTAL	120.75
					WARRANT TOTAL	598.43
26323	212100	SURETY PEST CONTROL	12/31/2013	390606	401 000 000 534 80 41 00	43.48
				PEST CONTROL	INVOICE TOTAL	43.48
				390620	401 000 000 534 80 41 00	59.79
				PEST CONTROL	INVOICE TOTAL	59.79
					WARRANT TOTAL	103.27
26282	220800	(TEMPORARY VENDOR)	12/18/2013	2013 DECEMBER	001 000 000 362 40 00 00	100.00
				RFND REC HALL RENT FEE	INVOICE TOTAL	100.00
					WARRANT TOTAL	100.00
26324	220801	(TEMPORARY VENDOR)	12/31/2013	2013 DECEMBER	104 000 000 557 30 49 00	40.00
				2% SOUND SYS-GREENING	INVOICE TOTAL	40.00
					WARRANT TOTAL	40.00

WARRANT NUMBER	VENDOR NUMBER	VENDOR NAME	DATE ISSUED	INVOICE NUMBER	ACCOUNT NUMBER	AMOUNT
26325	220802	(TEMPORARY VENDOR)	12/31/2013	DECEMBER 2013	001 000 000 345 81 00 00	500.00
				RFND OF CUP 13-02 FEE	INVOICE TOTAL	500.00
					WARRANT TOTAL	500.00
26326	220803	(TEMPORARY VENDOR)	12/31/2013	DECEMBER 2013	001 000 000 525 60 41 00	330.00
				EMERGENCY PLAN EDIT	INVOICE TOTAL	330.00
					WARRANT TOTAL	330.00
26327	220804	(TEMPORARY VENDOR)	12/31/2013	DECEMBER 2013	001 000 000 518 00 31 00	163.05
				WELLNESS CONSULTANT	INVOICE TOTAL	163.05
					WARRANT TOTAL	163.05
26328	221850	TJOELKER ENTERPRISES, INC.	12/31/2013	374719	401 000 000 535 80 47 02	1,000.00
				BIOSOLIDS DISPOSAL	INVOICE TOTAL	1,000.00
				374724	401 000 000 535 80 47 02	1,120.00
				BIOSOLIDS DISPOSAL	INVOICE TOTAL	1,120.00
					WARRANT TOTAL	2,120.00
26329	222691	TOWN OF COUPEVILLE	12/31/2013	DECEMBER 2013	401 000 000 534 80 54 00	10,272.84
				FOURTH QUARTER 2013	401 000 000 535 80 54 00	7,383.83
					INVOICE TOTAL	17,656.67
					WARRANT TOTAL	17,656.67
26330	231460	USA BLUE BOOK	12/31/2013	212131	401 000 000 534 80 31 00	454.43
				SUPPLIES	401 000 000 535 80 31 00	431.50
					INVOICE TOTAL	885.93
					WARRANT TOTAL	885.93
26331	231520	UTILITIES UNDERGROUND	12/31/2013	2013 DECEMBER	401 000 000 534 80 41 00	3.87
				UNDERGROUND LOCATES	401 000 000 535 80 41 00	3.87
					INVOICE TOTAL	7.74
					WARRANT TOTAL	7.74
26332	231550	UV DOCTOR LAMPS LLC	12/31/2013	7480	401 000 000 535 80 31 00	1,600.06
				UV BULBS & SLEEVES	INVOICE TOTAL	1,600.06
					WARRANT TOTAL	1,600.06
26333	240100	VAC-TANK/WESTERN SERVICES	12/31/2013	34853	401 000 000 535 80 47 01	700.00
				BIOSOLIDS SHIPPING	INVOICE TOTAL	700.00
				34872	401 000 000 535 80 47 01	700.00
				BIOSOLIDS SHIPPING	INVOICE TOTAL	700.00

WARRANT NUMBER	VENDOR NUMBER	VENDOR NAME	DATE ISSUED	INVOICE NUMBER	ACCOUNT NUMBER	AMOUNT
				34873	401 000 000 535 80 47 01	350.00
				BIOSOLIDS SHIPPING	INVOICE TOTAL	350.00
				34885	401 000 000 535 80 47 01	350.00
				BIOSOLIDS SHIPPING	INVOICE TOTAL	350.00
				34886	401 000 000 535 80 47 01	350.00
				BIOSOLIDS SHIPPING	INVOICE TOTAL	350.00
				INV.2729	401 000 000 535 80 47 01	245.28
				FUEL SURCHARGE	INVOICE TOTAL	245.28
					WARRANT TOTAL	2,695.28
26334	240599	FRONTIER	12/31/2013	2013 DECEMBER	001 000 000 518 00 42 00	453.93
				DSL SVCS & PHONE SVCS	001 000 000 518 00 42 00	53.15
					001 000 000 518 10 42 00	70.99
					401 000 000 534 80 42 00	59.99
					401 000 000 534 80 42 00	94.05
					401 000 000 535 80 42 00	53.15
					401 000 000 535 80 42 00	94.06
					INVOICE TOTAL	879.32
					WARRANT TOTAL	879.32
26335	251000	LES SCHWAB TIRE CENTER	12/31/2013	41400098585	001 000 000 521 00 31 00	97.78
				CHAIN-'07 DODGE CHARGER	INVOICE TOTAL	97.78
					WARRANT TOTAL	97.78
26336	257300	WA ST TREASURER'S OFFICE	12/31/2013	DECEMBER 2013	001 000 000 386 89 12 00	4.27
				4TH QTR CT ASSESSMENT	001 000 000 386 89 12 00	2.69
					001 000 000 386 89 13 00	15.38
					001 000 000 586 83 00 00	184.96
					001 000 000 586 83 31 00	411.47
					001 000 000 586 83 32 00	79.13
					001 000 000 586 91 00 00	2,253.42
					001 000 000 586 92 00 00	1,240.43
					001 000 000 586 93 00 00	29.37
					001 000 000 586 97 00 00	738.37
					001 000 000 586 99 00 00	86.24
					001 000 000 589 10 00 00	72.00
					INVOICE TOTAL	5,117.73
					WARRANT TOTAL	5,117.73
26337	259075	WEED, GRAAFSTRA & BENSON, INC.,P.S.	12/31/2013	82	001 000 000 515 00 41 00	1,080.00
				LEGAL SERVICES FOR DEC	INVOICE TOTAL	1,080.00
					WARRANT TOTAL	1,080.00

WARRANT NUMBER	VENDOR NUMBER	VENDOR NAME	DATE ISSUED	INVOICE NUMBER	ACCOUNT NUMBER	AMOUNT
26338	264201	WILSEY, LAUREL	12/31/2013	DECEMBER 2013	001 000 000 518 00 41 00	183.75
				CLEANING SERVICES	001 000 000 575 50 41 00	195.00
					INVOICE TOTAL	378.75
					WARRANT TOTAL	378.75
26339	299700	ZIBUNG, MARY	12/31/2013	0880	101 000 000 542 71 49 00	471.21
				WEEDING	INVOICE TOTAL	471.21
					WARRANT TOTAL	471.21
					RUN TOTAL	99,882.05

FUND	TITLE	AMOUNT
001	GENERAL FUND	32,074.23
101	STREET FUND	12,136.61
104	HOTEL/MOTEL TAX FUND	15,020.23
303	CUM. RESERVE FOR WATER	2,610.00
401	UTILITY FUND	36,876.02
631	CAFETERIA PLAN	1,164.96
TOTAL		99,882.05

DEPARTMENT	AMOUNT
001 000 000	32,074.23
FUND GENERAL FUND	32,074.23
101 000 000	12,136.61
FUND STREET FUND	12,136.61
104 000 000	15,020.23
FUND HOTEL/MOTEL TAX FUND	15,020.23
303 000 750	2,610.00
FUND CUM. RESERVE FOR WATER	2,610.00
401 000 000	36,876.02
FUND UTILITY FUND	36,876.02
631 000 000	1,164.96
FUND CAFETERIA PLAN	1,164.96
TOTAL	99,882.05

0 THRU 999999 12/01/2013 THRU 12/31/2013

WARRANT/CHECK	DESCRIPTION	DATE	TRAN	AMOUNT
14675	NANCY I. CONARD	12/31/2013	7	3,007.00
14668	JUDY A THOMAS	12/13/2013	7	1,000.00
14676	JUDY A THOMAS	12/31/2013	7	2,711.43
14677	LAUREL WILSEY	12/31/2013	7	1,506.82
14678	MARION L. GARNER	12/31/2013	7	1,609.55
14679	LANCE R. DAVENPORT	12/31/2013	7	4,637.13
14669	HODGES GOWDEY III	12/13/2013	7	1,000.00
14680	HODGES GOWDEY III	12/31/2013	7	3,600.27
14670	WILLIAM LARUE	12/13/2013	7	1,889.33
14681	WILLIAM LARUE	12/31/2013	7	2,637.40
14671	PAUL VINSANT	12/13/2013	7	1,000.00
14682	PAUL VINSANT	12/31/2013	7	2,467.75
14672	JESSE LYNN	12/13/2013	7	1,300.00
14683	JESSE LYNN	12/31/2013	7	1,318.27
14673	STEPHANIE A. ROGERS	12/13/2013	7	1,100.00
14684	STEPHANIE A. ROGERS	12/31/2013	7	1,796.47
14685	GREGORY R. CANE	12/31/2013	7	2,207.34
14686	DANIEL D. DALTON	12/31/2013	7	3,052.12
14687	LISA M. HEATHERLY	12/31/2013	7	361.93
14688	LORRAINE H. McCAULEY	12/31/2013	7	21.58
14674	KELLY R. RIEPMA	12/13/2013	7	1,400.00
14689	KELLY R. RIEPMA	12/31/2013	7	2,185.00
14690	LUCAS A. ADKINS	12/31/2013	7	3,205.22
14691	CHRISTIAN M. HIATT	12/31/2013	7	1,640.24
14692	TOWN OF COUPEVILLE	12/31/2013	7	18,850.77
14693	TOWN OF COUPEVILLE	12/31/2013	7	405.62
14694	DEPT. OF RETIREMENT-PERS	12/31/2013	7	5,610.73
14695	DEPT. OF RETIREMENT-LEOFF	12/31/2013	7	1,939.27
14696	DEPT. OF LABOR & INDUSTRY	12/31/2013	7	2,337.19
14697	AWC EMPLOYEE BENEFITS	12/31/2013	7	9,998.43
14698	COUPEVILLE DEPUTY	12/31/2013	7	65.00
14699	DEPT. OF RETIREMENT	12/31/2013	7	2,497.51
14700	AFLAC	12/31/2013	7	217.95
	TOTALS			88,577.32

#5

TOWN OF COUPEVILLE

From the Desk of Nancy Conard, Mayor

MEMORANDUM

January 8, 2014

TO: Town Council

FROM: Nancy Conard NC

RE: **Draft Interlocal Agreement with Island County for Law Enforcement Services**

Attached is the current draft of an ILA with Island County for Law Enforcement Services. As we have discussed several times in the last year, this is one option for providing police services to our community.

The Town contracted with Tom Davis to work with representatives from the Sheriff's office to develop this agreement. Tom has worked with other communities to develop and implement interlocal agreements similar to this one. The Town's attorney has also reviewed and approved this agreement.

This is a discussion item on the agenda for the meeting. Sheriff Mark Brown will be attending the meeting and he and I hope to answer any questions you may have about this agreement. As you will recall, the ILA has the Sheriff's office providing staff to provide police services to the Town of Coupeville. Designated staff will work out of Town Hall, wear Coupeville uniforms and drive Coupeville vehicles during regular patrol hours. During hours when officers are not on duty, on duty sheriff deputies from the North Patrol will respond to calls within the Town.

In addition, Marshal Davenport, Sheriff Brown and I will answer any questions you may have about this option, as well as the option of maintaining our own staff and department. The adopted budget for 2014 will cover either option.

The ILA is scheduled for consideration as an action item for the January 28 Council meeting.

DRAFT 1-8-14

INTERLOCAL AGREEMENT BETWEEN ISLAND COUNTY AND THE TOWN OF COUPEVILLE FOR THE PROVISION OF LAW ENFORCEMENT SERVICES

THIS INTERLOCAL AGREEMENT BETWEEN ISLAND COUNTY AND THE TOWN OF COUPEVILLE FOR THE PROVISION OF LAW ENFORCEMENT SERVICES (the "AGREEMENT"), entered into by and between Island County, a political sub-division of the State of Washington (hereinafter referred to as the **COUNTY**), and the Town of Coupeville, a municipal corporation of the State of Washington (hereinafter referred to as the **TOWN**).

WITNESSES THAT:

WHEREAS, the **TOWN'S** geographical boundaries lie entirely within the **COUNTY;** and

WHEREAS, the **TOWN** possesses the power, legal authority and responsibility to provide law enforcement services within its boundaries; and

WHEREAS, the **COUNTY,** through the Island County Sheriff's Office (hereinafter referred to as the **SHERIFF)** provides law enforcement services to the citizens of Island County; and

WHEREAS, the **COUNTY** has the power and legal authority to extend those law enforcement services into the geographical area of the **TOWN;** 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 **TOWN** desires to enter into an agreement with the **COUNTY** whereby the **COUNTY,** through the **SHERIFF,** will provide quality law enforcement services to the **TOWN** and its inhabitants; and

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

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 **TOWN** 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 Island County unless otherwise set forth herein:

1.1 PATROL SERVICES. The **COUNTY** will provide Police Patrol Services as the first response for the enforcement of state law and Town 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 **TOWN** in accordance with this Agreement will provide patrol services during their scheduled work shifts exclusively within the **TOWN** limits, provided that deputies may be directed to duties outside the **TOWN** in cases of emergency only.

1.2 INVESTIGATIVE SERVICES. The **COUNTY** will provide Investigative Services consisting of investigation of all crimes which occur in the **TOWN** as assigned by the Town Marshal and consistent with investigative practices which occur in the **COUNTY**. In addition to these investigative services, the **COUNTY** will investigate all major crimes such as homicide, special assaults, missing persons, vice, and child abuse in a manner consistent with other similar county investigations.

1.3 SPECIAL SERVICES. The **COUNTY** will provide Special Services that may include, but are not limited to, hostage negotiations, HEAT, bomb disposal, sex offender registration, polygraph, reserve deputy support, and volunteer community crime prevention services.

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

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

1.6 EVIDENCE. The **COUNTY** will process and maintain Evidence and Property collected as a result of investigations occurring within the **TOWN** in the same manner used for **SHERIFF** investigations occurring in the unincorporated portions of the **COUNTY** and in accordance with generally accepted practices.

1.7 TOWN MARSHAL'S OFFICE SERVICES. The **TOWN** will maintain civilian staff, (not dedicated Marshall Office staff) during regular business hours to respond to citizen inquiries of a general law enforcement nature.

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

2.1 TOWN MARSHAL. After considering the advice and recommendations of the **TOWN,** the **COUNTY** will designate a **SHERIFF'S** sergeant to serve as the Town Marshal. The Town Marshal will coordinate service delivery, attend Council and other public meetings as required by the **TOWN**, prepare budget requests, schedule employees, and generally manage law enforcement activities on behalf of the **TOWN**. The **SHERIFF** has no interest in defining law enforcement issues and priorities of importance to the **TOWN** to the extent that the **TOWN's** directives to the Town Marshal are lawful. The Town Mayor shall maintain the authority to define law enforcement issues and priorities to the Town Marshal or his/her designee. The Town Marshal and all other personnel assigned to the **TOWN** under this Agreement will respond to the general law enforcement issues and priorities identified by the Town Mayor.

2.2 ASSIGNED DEPUTY SHERIFF PERSONNEL. The **COUNTY** will assign fully commissioned deputy sheriffs to the **TOWN**, as shown in Addendum 1 or as amended per section 6.3 of this Agreement. The/these deputy/deputies will be dedicated full-time to provide the law enforcement needs of the **TOWN** by performing patrol, investigative or other special services under supervision of the Town Marshal.

2.3 JOINT USE OF MARSHAL'S OFFICE FACILITY. Deputies providing work for the Town or in the course of their duties in responding to or handling calls for service or performing pro-active work in and for the Town of Coupeville will be permitted to use the TOWN Marshal Office space at no additional cost to the COUNTY for the purpose of completing their work. Should the **COUNTY** and the **TOWN** desire to expand the use of TOWN facilities beyond normal expected use, they may do so through a separate agreement. The parties agree that for the purposes of community identity, the TOWN space shall be identified as the "Coupeville Marshal's Office."

2.4 WORK LOCATION. With the exception of services provided under 7.2.1, assigned personnel identified in Sections 2.1 and 2.2 above shall provide the described services exclusively within the **TOWN** limits, provided that personnel may be directed to duties outside the **TOWN** in cases of emergency only.

2.5 MARKING OF VEHICLES AND UNIFORMS. The vehicles and uniforms of the Town Marshal and deputies assigned full time to the **TOWN** under this Agreement will display identification of the **TOWN**. The **TOWN** will determine the form of identification; provided, the **SHERIFF**'S badge will be retained on the uniform and any marked vehicles may display a small graphic stating "Law enforcement services provided by the Island County Sheriff's Office", at the Sheriff's discretion, or something similar and mutually acceptable.

3.0 REPORTING.

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

3.2 NOTIFICATION TO TOWN MAYOR. The Town Mayor will provide the Town Marshal with a list of events that the Town Mayor considers significant occurrences. The Town Marshal will promptly notify the Town Mayor in the event of a significant occurrence or other major event within the **TOWN**.

3.3 ACTIVITY REPORTS. Each month, the **COUNTY** will provide reports to the **TOWN**, through the Town Marshal, on criminal, traffic and any other activity deemed of interest to the **TOWN** by the Mayor, and within the Town limits.

3.4 MEDIA RELEASES. The **SHERIFF's** designated Public Information Officer(s) will prepare news releases concerning major crime investigations or other significant matters of public interest which are conducted by **SHERIFF** investigators and will send a copy to the Town Mayor or the Town Mayor's designee and to the Town Marshal. The Town Marshal, or the Town Marshal and the **SHERIFF's** Public Information Officer will prepare media releases concerning law enforcement activities conducted by deputies assigned to the **TOWN** 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 Town Mayor and the Town 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 **TOWN** guided priorities, the **COUNTY** shall control the conduct of personnel, including standards of performance, discipline and all other aspects of performance.

4.1.3 TOWN MARSHAL WORK SCHEDULE. The **TOWN** shall establish the work schedule in accordance with the labor agreement between Island County and the Island

County Deputy Sheriff's Guild, and determine enforcement issues and priorities of the Town Marshal appointed pursuant to paragraph 2.1.

4.1.4 OPERATIONAL CONTROL BY TOWN MARSHAL. 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 Town Marshal, in consultation with the Town Mayor. Notwithstanding terms and conditions contained in this Agreement, such operational control shall be consistent with provisions contained in the **SHERIFF's** Office Policy Manual and Procedures and any prevailing labor agreements.

4.1.5 TOWN RIGHT TO REQUEST REPLACEMENT OF PERSONNEL. The **TOWN** 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 **TOWN** that are not normally performed by Sheriff's deputies in unincorporated Island County.

4.1.6 REPLACEMENT OF TOWN MARSHAL. The Town Marshal designated under paragraph 2.1 may be replaced in the manner described in the paragraphs which follow.

4.1.6.1 TOWN REQUEST. The **COUNTY** will replace the Town Marshal designated under paragraph 2.1 within thirty (30) days of receipt of a written request from the Town Mayor. Any written request for replacement of the Town Marshal shall be delivered to the Sheriff personally or by certified or registered mail.

4.1.6.2 COUNTY REQUEST. The **COUNTY** may replace the Town Marshal designated under paragraph 2.1; provided,

1. The sergeant currently serving as Town Marshal has been assigned to the **TOWN** in that capacity for three consecutive years; or
2. The sergeant assigned to the **TOWN** as Town Marshal has been promoted to a higher rank within the Sheriff's Office; or
3. The **TOWN** agrees to the **COUNTY's** request to replace the sergeant.

The **COUNTY** will provide the **TOWN** with a minimum of 60 days notice of its intent to replace the sergeant assigned to the **TOWN** as the Town Marshal.

If replacement is a result of the sergeant being promoted to a higher rank within the **SHERIFF'S** Office, the **TOWN** may retain the person assigned beyond 60 days by paying the **COUNTY** the difference in salary and benefits between sergeant and the higher ranking position.

When the Town Marshal is replaced pursuant to this section, the **COUNTY** will provide the replacement sergeant to the **TOWN** a minimum of two 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 **TOWN** 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 at no additional expense to the **TOWN**. The average annual usage of sick leave for the LEOFF II patrol deputy work force will be calculated in January of each year from the previous calendar year. This figure will be provided to the **TOWN** 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 **TOWN** is absent from duty due to disciplinary action for a period in excess of one work day, the **COUNTY** will provide a replacement during the remaining term of the discipline at no additional expense to the **TOWN**.

4.4 TOWN MARSHAL: TEMPORARY REPLACEMENT for UNPLANNED OR ANNUAL LEAVE. If the Town Marshal assigned to the **TOWN** is absent from duty for annual leave or any unplanned reason for a period of more than ten (10) consecutive work days, the **COUNTY** will provide a replacement Town Marshal at the rank of Acting Sergeant or above, beginning on the 11th work day until such time as the Town Marshal assigned to the **TOWN** is able to return to his duties as Town Marshal. Furthermore, the **COUNTY** will provide a replacement Town Marshal beginning on the twenty-first work day in any calendar year in which the Town Marshal assigned to the **TOWN** takes annual leave in excess of twenty work days cumulatively during the year.

4.5 TOWN MARSHAL: TEMPORARY REPLACEMENT for PLANNED ABSENCE. If the Town Marshal assigned to the **TOWN** is absent for any pre-planned reason other than annual leave (example: long term work-related training, accrued holidays, comp-time), for a period in excess of ten (10) consecutive work days, the **COUNTY** will provide a replacement Town Marshal beginning on the first day of the planned absence.

4.6 DEATH OR TOTAL DISABILITY OF TOWN MARSHAL. In the event of the designated Town Marshal's death or total disability, the **COUNTY** will provide a replacement Town Marshal as soon as reasonably practicable and in no event greater than 30 days.

Assignment of a replacement Town Marshal 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 **TOWN** for the purpose of providing services under this Agreement or any predecessor agreement shall become property of the **TOWN** upon termination of this Agreement. The **COUNTY** shall provide the **TOWN** with a list of capital equipment covered by this section which shall be updated annually. The **TOWN** 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 **TOWN** for the purpose of providing services under this Agreement shall be maintained in a manner, and replaced at a point in time, no later than is consistent with the customary maintenance and replacement schedule for like equipment provided by the **COUNTY** in policing unincorporated Island County

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

4.9.1 Officers transferring to employment with the **COUNTY** shall be entitled to any front-loaded benefit, including sick leave, in accordance with the Collective Bargaining Agreement and/or Island County Policy.

4.9.2 Probation periods for any officers transferring to the **COUNTY** as a result of this contract shall begin on the date of employment by the **COUNTY**.

5.0 PERFORMANCE REVIEW SCHEDULE. The Sheriff or the Sheriff's designee shall meet with the Town Council as needed and at least bi-annually to discuss performance under this Agreement. The Town 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 base level services provided by the **COUNTY** as set forth herein, the **TOWN** promises to pay the **COUNTY** a sum, quarterly, equal to one-fourth of the annual estimated amount determined to be the annual grand total according to Addendum 1, attached hereto and herein incorporated by reference; provided, the costs may be adjusted in accordance with paragraph 13.0, and

provided further, that costs increase or decrease by no more than three (3%) percent from the same costs forecasted in Addendum 2. Future contract cost adjustments will reflect actual costs incurred by the COUNTY.

6.2 BILLING. The **TOWN** will be billed in equal quarterly amounts for services rendered. The COUNTY will invoice the TOWN 30 days prior to contract taking effect and payment shall be due upon or before the effective date of the contract. Payments will be made in advance of services. Payments are due within 30 days after invoicing by the **COUNTY**. Payment shall be made to:

Island County Sheriff's Office
PO Box 5000
Coupeville, Washington 98239-5000

6.3 ADJUSTMENT OF LEVEL OF STAFF SERVICES. In the event the **TOWN** is unable to fund this Agreement in its entirety, the **TOWN** will notify the **COUNTY** in writing at least 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 **TOWN** and if the **COUNTY** is able to do so, the parties agree to amend this Agreement per section 13.0.

7.0 TOWN RESPONSIBILITIES.

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

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

7.2 CRIMINAL JUSTICE SYSTEM SERVICES (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 **TOWN** limits.

7.2.1 JAIL SERVICES. The current arrangement between The TOWN of COUPEVILLE and The ISLAND COUNTY SHERIF'S OFFICE regarding Jail Services provided by ISLAND COUNTY in exchange for area coverage outside of the TOWN limits shall continue under this Agreement.

7.3 SPECIAL SUPPLIES. To supply at its own cost and expense any special supplies, stationery, notices, forms, equipment, uniforms where such is required by the **TOWN** or must be issued in the name of the **TOWN;**

7.4 ICOM CONTRACT. To maintain its contract with ICOM for radio communication, dispatch services and CAD/RMS terminal assessments.

7.5 CIVILIAN SUPPORT STAFF. As noted in section 1.7 The **TOWN** will maintain civilian staff (not dedicated Marshal Office staff) during regular business hours to respond to citizen inquiries of a general law enforcement nature. These staff will be Town Hall City employees who generally respond to all Town inquires during the regular business hours.

7.6 MAINTENANCE of BUILDING. To maintain, at **TOWN** expense, the police department building, janitorial services, furnishings, fixtures, and **TOWN** owned equipment at the same level of maintenance as other **TOWN** owned and operated buildings. Any repairs to rectify damage caused by **COUNTY** employees who are not assigned to the **TOWN** shall be paid by the **COUNTY.**

8.0 DURATION.

8.1 TERM. This Agreement will provide for services hereunder commencing January 1, 2014 and will become effective when it has been duly authorized, executed by both parties, and filed with the Island County Auditor as required by RCW 39.34.040 or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source This Agreement shall remain in effect through December 31, 2017 unless either party initiates termination procedures as outlined in Section 9 or termination is necessary due to a lack of sufficient legislative appropriation by either party.

8.2 CONTRACT RENEWAL. If the **TOWN** desires to renew this agreement, written notice of intent shall be provided to the **COUNTY** no less than 120 days prior to the end date of this agreement. That written notice will prompt negotiations by both parties. If a renewal agreement is not fully executed by December 31, 2017 the **COUNTY** and **TOWN** agree to continue operating under the terms of this agreement until the renewal contract 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 collaborate and jointly work on, and complete within 120 days, an orderly transition of responsibilities from the **COUNTY** to the **TOWN** 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 **TOWN** all equipment used to provide service to the **TOWN** under this Agreement that was purchased either directly or through reimbursement with **TOWN** funds. The **COUNTY** shall also deliver to the **TOWN** any funds in Equipment Rental and Revolving (ER&R) or other reserve accounts accumulated for future vehicle or equipment purchases on behalf of the **TOWN**.

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 **ISLAND COUNTY** shall be sent or delivered to:

Island County Sheriff
PO Box 5000
Coupeville, Washington 98239-5000

Any notice to the **TOWN OF COUPEVILLE** shall be sent or delivered to:

Town of Coupeville
Attention: Nancy Conard, Town Mayor
PO Box 725
Coupeville, Washington 98239

11.0 INDEMNIFICATION.

11.1 COUNTY RESPONSIBILITY. The **COUNTY** shall protect, save, and hold harmless, indemnify and defend the **TOWN**, 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, including, but not limited to their acts or omissions which are outside the scope of their duties or this Agreement, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the **TOWN**, its elected or appointed officials, officers, employees or agents.

11.2 TOWN RESPONSIBILITY. The **TOWN** 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 claims by third parties or **TOWN** employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the **TOWN** in performance of this Agreement, its elected or appointed officials, officers, employees or agents, including, but not limited to their acts or omissions which are outside the scope of their duties or this Agreement, 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.

11.3 TOWN ORDINANCES. In executing this Agreement, the **COUNTY** does not assume liability or responsibility for or in any way release the **TOWN** from any liability or responsibility that arises in whole or in part from the existence or effect of **TOWN** ordinances, rules or regulations. In any cause, claim, suit, action or administrative proceeding in which the enforceability and/or validity of any such **TOWN** ordinance, rule or regulation is at issue, the **TOWN** shall defend on that issue at its sole expense, and if judgment is entered or damages are awarded against the **TOWN**, the **COUNTY**, or both, on that issue, the **TOWN** shall satisfy the same, including all chargeable costs and attorney's fees, attributable to the existence or effect of a **TOWN** 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.

11.4 COUNTY INSURANCE. During the term of this Agreement the **COUNTY** 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 to cover the operations of the Island County Sheriff's Office at the time of execution of this Agreement. Not less than sixty (60) days written notice shall be provided to the **TOWN** in the event of any change in coverages or limits of insurance or the cancellation thereof.

11.5 TOWN INSURANCE. During the term of this Agreement the **TOWN** 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 **TOWN**'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 to the **COUNTY** in the event of any change in coverages or limits of insurance or the cancellation thereof.

12.0 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 **TOWN** during the term of this Agreement and for a period of three years after termination. All records must be retained in accordance with the Local Government Common Records Retention Schedule prescribed by the Washington State Archivist. **COUNTY** and **TOWN** will cooperate to respond to public records request and to discovery in the event of litigation.

13.0 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.

14.0 NO THIRD PARTY BENEFICIARY. The **COUNTY** and the **TOWN** agree that this Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either the **COUNTY** or the **TOWN**.

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

16.0 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, not resolved through the alternative dispute process set out in 18.0 below, shall be resolved in a court of competent jurisdiction with venue in Island County, Washington.

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

18.0 DISPUTE RESOLUTION

18.1 In the event differences between the **TOWN** and the **COUNTY** should arise over the terms and conditions of this Agreement, the **SHERIFF** and the Town Mayor, or their respective designees, shall attempt to resolve any problems on an informal basis.

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

18.3 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.

19.0 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.

20.0 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

BOARD OF ISLAND COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Jill Johnson, Chair	Date
Kelly Emerson, Member	Date
Helen Price Johnson, Member	Date

TOWN OF COUPEVILLE

	Date
Name/Title	

ISLAND COUNTY SHERIFF

Mark C. Brown, Sheriff	Date

Addendum 1
Coupeville Contract Costs
2014-2016

Personnel Costs	**FTE Count**	**2014**	**2015**	**2016**
Deputy Sheriff, Patrol	1	$91,632.00	$93,464.00	$95,334.00
Sergeant (Chief)	1	$104,825.00	$106,921.00	$109,060.00
Overtime Allocation		$10,285.00	$10,490.00	$10,700.00
After Hours Personnel		$85,406.00	$87,114.00	$88,856.00
Personnel Subtotal		*$292,148.00*	*$297,989.00*	*$303,950.00*
Support Staff Costs				
Evidence Support		$7,815.00	$7,971.00	$8,130.00
Civil/Records Support		$18,127.00	$18,489.00	$18,859.00
Administrative Support		$26,663.00	$27,196.00	$27,739.00
Detective Support		$31,262.00	$31,887.00	$32,524.00
Support Staff Subtotal		*$83,867.00*	*$85,543.00*	*$87,252.00*
Annual Operating Costs				
Vehicle Fuel		$13,533.00	$13,803.00	$14,079.00
Vehicle Replacement		$23,160.00	$23,623.00	$24,095.00
Vehicle Maintenance		$6,844.00	$6,980.00	$7,120.00
Office Supplies		$5,459.00	$5,568.00	$5,679.00
Small Equipment		$1,742.00	$1,776.00	$1,812.00
Com -Cell, Computers		$6,565.00	$6,696.00	$6,830.00
Operating Cost Subtotal		*$57,303.00*	*$58,446.00*	*$59,615.00*
Credits				
Patrol Equipment		-$15,200.00		
Patrol Vehicles		-$6,000.00		
Credit Subtotal		*-$21,200.00*		
Grand Total by Year		**$412,118.00**	**$441,978.00**	**$450,817.00**