

**CITY OF SEATAC
DISTRIBUTION SCHEDULE**

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| Agreement #: 19-A105 | Memorandum of Understanding related to the Interlocal Agreement For Law Enforcement Services (00-A097) regarding the City's selection of its Police Chief |
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Term: 7/19/2019 – Ongoing

Reference to: N/A **Approved:** Administratively


Department/Contact: Legal

Amendments:

| No. | Reference to: | Date approved: | Changes to Agreement per amendment: |
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Comments: Reference Law Enforcement Services ILA 00-A097

Retain this record until after: 10 Years After Termination

Date Reviewed by Records Manager: 8-13-19 

MEMORANDUM OF UNDERSTANDING

CITY OF SEATAC and KING COUNTY SHERIFF'S OFFICE

WHEREAS, the City of SeaTac, Washington ("City") and King County Washington are parties to an Interlocal Agreement for Law Enforcement Services ("ILA") provided by the King County Sheriff's Office ("KCSO"), entered into pursuant the provisions of Washington Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, in January, 2019 a dispute arose between the City and the KCSO regarding the City's selection of its police chief. now, therefore,

In consideration of the mutual benefits to be derived and the terms and conditions set forth herein, the parties agree as follows:

1. Purpose. The dispute between the City and KCSO regarding the application of the provisions of the ILA to the appointment of the City's police chief commencing in January of 2019 is related to but separate from an unfair labor practice charge and pay dispute between KCSO and the Puget Sound Police Management Association ("PSPMA"). In order to provide for a coordinated settlement of all issues relating to the appointment process, the City, KCSO and PSPMA have shared information and attempted to coordinate separate resolutions of all issues in order to provide for the efficient and effective resolution of both disputes. The attached Exhibit A represents the coordinated understanding between the City and KCSO and between KCSO and PSPMA. Nothing herein, however, shall be interpreted as an agreement between the City and PSPMA and any union member. The City has no obligation to enforce any of the highlighted provisions of Exhibit A which relate solely to the dispute between PSPMA and KCSO. It is the intent of the parties to this Memorandum of Understanding ("MOU") that it be interpreted and applied in accordance with the provisions of the ILA and specifically Exhibit C thereto which outlines the roles and responsibilities of the parties as well as contract service personnel. Article II of Exhibit C sets forth with specificity the issues which fall within the purview of each party and the designated police chief. This MOU shall be interpreted at all times in accordance with the provisions of the ILA and its exhibits.

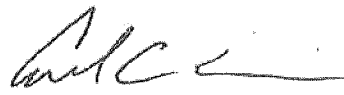
2. Underlying ILA Not Amended. Nothing herein shall be interpreted as amending the provisions of the underlying ILA between the City and KCSO. This MOU is intended solely to interpret the provisions of the ILA and provide supplementary detail within the context of the ILA. These understandings apply to the specific process to select and designated a police chief for the City of SeaTac which commenced in January of 2019. This MOU also interprets the provisions of the ILA with respect to its application to future processes to select a police chief and specifically the issues relating to the "de facto promotion" of selected personnel under the terms of the ILA and Exhibit C, Article IV, Section C.

3. Application of Exhibit A. Attached hereto is Exhibit A, incorporated by this reference, as fully as if herein set forth. The City and KCSO agree that the attached Exhibit A shall guide and control the parties in the current and future selection processes of a police chief for the City from the personnel of the KCSO. Certain provisions of Exhibit A have been highlighted. These highlighted provisions relate to the coordinated settlement of the dispute between KCSO and PSPMA. It is the express intent of the parties that the highlighted sections are incorporated solely for the purpose of providing a coordinated resolution between two separate disputes, one between the City and KCSCO and the other between KCSO and PSPMA. The highlighted provisions reference matters primarily within the purview and discretion of KCSO pursuant to the ILA, Exhibit C, Article II. Accordingly, the City has neither privity to any agreement between KCSO and PSPMA nor any right or obligation with respect to the highlighted portions.

4. Entire Agreement; Amendment. This is the entire agreement between the parties. Any prior understanding is merged with its provisions. This agreement shall not be amended except in writing with the express written consent of the parties hereto.

DONE this 17th day of July 2019.

CITY OF SEATAC

By: 
Carl Cole, City Manager

KING COUNTY / KCSO

By: 
Mitzi G. Johanknecht, Sheriff

MEMORANDUM OF UNDERSTANDING

CITY OF SEATAC and KING COUNTY SHERIFF'S OFFICE

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WHEREAS, in January, 2019 a dispute arose between the City and the KCSO regarding the City's selection of its police chief. now, therefore,

In consideration of the mutual benefits to be derived and the terms and conditions set forth herein, the parties agree as follows:

1. Purpose. The dispute between the City and KCSO regarding the application of the provisions of the ILA to the appointment of the City's police chief commencing in January of 2019 is related to but separate from an unfair labor practice charge and pay dispute between KCSO and the Puget Sound Police Management Association ("PSPMA"). In order to provide for a coordinated settlement of all issues relating to the appointment process, the City, KCSO and PSPMA have shared information and attempted to coordinate separate resolutions of all issues in order to provide for the efficient and effective resolution of both disputes. The attached Exhibit A represents the coordinated understanding between the City and KCSO and between KCSO and PSPMA. Nothing herein, however, shall be interpreted as an agreement between the City and PSPMA and any union member. The City has no obligation to enforce any of the highlighted provisions of Exhibit A which relate solely to the dispute between PSPMA and KCSO. It is the intent of the parties to this Memorandum of Understanding ("MOU") that it be interpreted and applied in accordance with the provisions of the ILA and specifically Exhibit C thereto which outlines the roles and responsibilities of the parties as well as contract service personnel. Article II of Exhibit C sets forth with specificity the issues which fall within the purview of each party and the designated police chief. This MOU shall be interpreted at all times in accordance with the provisions of the ILA and its exhibits.

2. Underlying ILA Not Amended. Nothing herein shall be interpreted as amending the provisions of the underlying ILA between the City and KCSO. This MOU is intended solely to interpret the provisions of the ILA and provide supplementary detail within the context of the ILA. These understandings apply to the specific process to select and designated a police chief for the City of SeaTac which commenced in January of 2019. This MOU also interprets the provisions of the ILA with respect to its application to future processes to select a police chief and specifically the issues relating to the "de facto promotion" of selected personnel under the terms of the ILA and Exhibit C, Article IV, Section C.

3. Application of Exhibit A. Attached hereto is Exhibit A, incorporated by this reference, as fully as if herein set forth. The City and KCSO agree that the attached Exhibit A shall guide and control the parties in the current and future selection processes of a police chief for the City from the personnel of the KCSO. Certain provisions of Exhibit A have been highlighted. These highlighted provisions relate to the coordinated settlement of the dispute between KCSO and PSPMA. It is the express intent of the parties that the highlighted sections are incorporated solely for the purpose of providing a coordinated resolution between two separate disputes, one between the City and KCSO and the other between KCSO and PSPMA. The highlighted provisions reference matters primarily within the purview and discretion of KCSO pursuant to the ILA, Exhibit C, Article II. Accordingly, the City has neither privity to any agreement between KCSO and PSPMA nor any right or obligation with respect to the highlighted portions.

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DONE this 17th day of July 2019.

CITY OF SEATAC

By: 

Carl Cole, City Manager

KING COUNTY / KCSO

By: _____
Mitzi G. Johanknecht, Sheriff

EXHIBIT A

July 16, 2019

AGREEMENT BETWEEN THE KING COUNTY SHERIFF'S OFFICE (KCSO),
AND
THE PUGET SOUND POLICE MANAGERS ASSOCIATION (PSPMA)

Background

The parties hereby resolve a dispute surrounding the selection of the SeaTac City Chief that arose in early 2019. The KCSO proceeded with dispute resolution with the City of SeaTac (City) through the dispute resolution process outlined in the Interlocal Agreement (ILA), and thereafter continued dispute resolution with the PSPMA. This agreement is intended to be consistent with the ILA and serves as a part of a coordinated settlement of two separate and distinct disputes that are based on common facts and require a coordinated outcome. Accordingly, this Agreement will also serve as Exhibit A to a Memorandum of Understanding between the City and KCSO to achieve the required coordinated resolution.

Current Status

The KCSO acknowledges that the City may choose to designate a Captain to act in the capacity of Chief of SeaTac Police and that any Captain so designated will require support from another Captain from the KCSO to serve as mid-manager. The City has appointed Captain Jon Mattson as its chief of police and that appointment is confirmed by the coordinated settlement. Due to the special circumstances at issue, the KCSO agrees that the City's chosen Captain Chief may hold a "lead" designation and that as lead, the Captain Chief may be identified as the City's Chief of Police and may interact with the City as its Chief of Police, consistent with the terms and provisions of the ILA. However, within the County's organizational structure, the Captain Chief and the mid-manager Captain will both report up the chain of command to a Major, until such time as the "observation period", described more fully below, is complete. For purposes of day-to-day administration within the City of SeaTac, the Operations Captain shall report to and be accountable to the Captain Chief. The PSPMA agrees to this arrangement, on a one-time non-precedential basis.

Authority to Promote/Retain Rank of Major

The Parties agree that the Sheriff retains the authority to make all promotional decisions concerning who is qualified to hold the rank of Major while serving a contract City and the Parties understand that any KCSO personnel promoted to the rank of Major serve at the pleasure of the Sheriff. The KCSO will use best efforts at all times to keep the City notified of any concerns regarding the ongoing suitability of the City Chief to retain the rank of Major. The provisions below are intended to provide a framework that will assist the Sheriff in evaluating the current Captain Chief's suitability to hold the rank of Major within the KCSO and to provide the City with the certainty of a designated Chief of Police, in accordance with the ILA.

EXHIBIT A

Core Competencies

The KCSO has identified some areas of focus that are important to the Sheriff in making a decision to promote the Captain Chief to the rank of Major. In each subject identified below, the Sheriff will be evaluating whether there is a demonstrated ability to receive and constructively implement feedback from the assigned Major during the "observation period". The observation period is intended to provide an opportunity for the Captain Chief to practice tasks associated with the rank of Major and receive support and feedback from the assigned Major in doing so. Based on the list of subject areas, the KCSO will evaluate the status of completion of this list at six months (Some of these items may already have been assigned or completed with the assigned Major).

1. **Evaluating and Responding to Personnel Issues** from a management perspective. Identification of a personnel issue, other than misconduct, that requires resolution and written description of steps taken to implement the resolution, seeking support from KCSO (e.g. legal/labor/HR advice) as appropriate. (at least 3)
2. **Evaluating Citizen Complaints** concerning the conduct of deputies or sergeants at the City's Police Department, including the investigation of the complaint(s) and draft a resolution of the incident(s). (at least 2)
3. **Review of a Complaint Investigation.** Review of a major misconduct investigation, participation in Advisory, prepare written findings, seeking out input and advice from within the KCSO (e.g. IIU Commander, legal/labor). (at least 2)
4. **Review Use of Force incidents** that are not subject to outside investigation (serious force incidents), to make sure that the record reflects conduct consistent with KCSO policy and training with respect to CIT/De-escalation and GOM standards applicable to the use of force. Review all relevant information, determine whether the force was consistent with KCSO training and policy, and summarize conclusions, including any appropriate actions needed in memo form. If appropriate, identify any coaching, counseling or training needed. (at least 3)
5. **Review of Pursuit Incidents.** Review of cases involving pursuits initiated and supervised by KCSO personnel, to determine that KCSO policy is being followed in the initiation and continuation of pursuits. Review all relevant information, determine whether the pursuit was consistent with KCSO training and policy, and summarize conclusions, including any appropriate actions needed in memo form. If appropriate, identify any coaching, counseling or training needed. (at least 2)
6. **EEO Issue.** Identification of potential discrimination/retaliation/ harassment/ whistleblower issue arising in the workplace. Evaluation and response to such issue

EXHIBIT A

may include seeking advice from Legal Unit, assigned Major, or KCSO HR. Report to the assigned Major on conclusions and proposed response.

- 7. Collective Bargaining Issue.** Identification of issue in the workplace that implicate the collective bargaining rights of the personnel involved and evaluation of the issue(s) from a management perspective; includes attempt to resolve the issue(s) consistent with KC/KCSO policies and applicable CBAs and may include input from KCSO Legal or HR Units.

The assigned Major will assist in identifying issues and incidents that may provide a teaching opportunity in his/her assigned precinct, in the event such issues do not arise organically in the City of SeaTac. The assigned Major will transmit the information to the Captain Chief that is necessary to complete any of the tasks identified above.

Evaluation and Feedback

The assigned Major shall provide oral or written feedback as soon as practical any time the Captain Chief requests assistance or input. Otherwise, the assigned Major will provide written feedback to the Captain Chief at least every two months. The feedback should include evaluation of all issues or incidents that occurred during the preceding 2 months.

At the conclusion of 6 months, which will begin on the date this agreement is fully executed, the assigned Major, shall provide his or her evaluation on the subjects identified above, including whether the Captain Chief has demonstrated satisfactory performance in the subject areas. If the evaluation indicates satisfactory performance, the Captain Chief shall be promoted to the rank of Major. If one or more of the outlined benchmarks has not been satisfied, the City and the KCSO shall discuss an appropriate extension of the observation period.

If the Captain Chief does not demonstrate satisfactory performance on the subjects identified above, the City shall decide whether it wishes to retain the Captain Chief as its City Chief, or if it wishes to initiate a process for a Chief at the rank of Major.

Operations Captain Input

The Captain Chief's input on a Captain assignment (mid-manager) for the operations of the SeaTac Police Department will be considered along with the Sheriff's consideration of business needs. The Operations Captain will work collaboratively to assist the Captain Chief and may serve the City as Acting Chief, in the absence of the Captain Chief. For purposes of day to day administration within the City of SeaTac, the Operations Captain shall report to and be accountable to the Captain Chief. **The PSPMA agrees to this arrangement on a one-time non-precedential basis.**

Compensation

The KCSO will compensate the Captain Chief at the rate of pay that is 5% more than the Captain's rate of pay, during the pendency of this observation period and the period during which the Captain Chief was designated an Acting Major. In addition, the KCSO agrees to pay this differential for the timeframe during which the Captain Chief was assigned supervising

EXHIBIT A

Majors Fenton and Howard. In the event the Captain Chief does not demonstrate satisfactory performance during the observation period, he shall revert back to the regular rate of pay for a Captain Chief. This payment arrangement does not set a labor relations precedent.

Future Process for Designating City Chief.

- The City will provide input on any of its requirements for its Chief of Police to the KCSO for the purpose of developing a posting for all interested candidates. KCSO will similarly inform the city of any minimum qualifications that it will require. In the event of any disagreement the parties will meet and confer, with the ultimate decision remaining vested in KCSO.
- All minimum qualifications required by the City and KCSO will be included in any posting for the contract Chief position.
- All applicants who meet the minimum qualifications shall be forwarded to the City when the posting closes, however if the KCSO is aware of any issue that impacts suitability of any particular candidate for promotion to Major, the KCSO will contact the City/PSPMA to explain the concern regarding suitability for promotion. (e.g., notice of a serious allegation of misconduct, PIP, etc.).

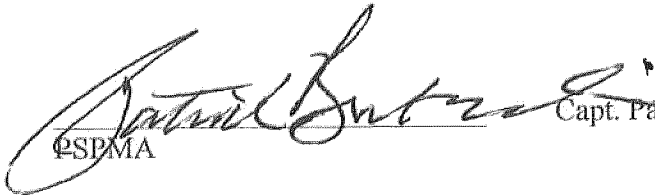
The PSPMA agrees to withdraw pending ULP 131406-U-19. The PSPMA and KCSO agree to set up a committee that will continue discussions on issues related to Contract City Chief selection processes, but with the understanding that the Sheriff has authority to promote to the rank of Major. The Parties also agree to arrange communications with contract cities to discuss future selection processes with a goal toward consistent transparent processes.



King County Sheriff's Office

Sheriff Mitzi G. Johanknecht

July 16, 2019


PSPMA

Capt. Pat Butschli, PSPMA President

July 16, 2019