

LAW ENFORCEMENT ASSISTANCE ADMINISTRATION (LEAA)

POLICE TECHNICAL ASSISTANCE REPORT

Aberdeen, Hoquiam, and Cosmopolis (WA)

SUBJECT

Consolidation Feasibility Study, Administrative Organization and Manpower Allocation Elements

REPORT NUMBER

75-061-011

FOR

1. Aberdeen, Washington

Population:	18,568
Police Strength (Sworn):	32
Total:	43
Square Mile Area: (countywide)	1,910

2. Hoquiam, Washington

Population:	10,000
Police Strength (Sworn):	23
Total:	26

3. Cosmopolis, Washington

Population:	1,597
Police Strength (Sworn):	4

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J-LEAA-002-76

DATE

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SECTION I

INTRODUCTION

Aberdeen, Hoquiam, and Cosmopolis are three municipalities with similar characteristics and problems, and contiguous boundaries in Grays Harbor County, Washington. With a combined population of slightly over 30,000 (Aberdeen-18,568; Cosmopolis-1,597; and Hoquiam-10,000), these three municipalities contain approximately 50% of the Grays Harbor County population. In addition to a fairly stable residential population inside the cities, the population in the rural areas surrounding the cities is increasing. Grays Harbor College is located in South Aberdeen. Further, Route 101, a major north-south coast highway, and Route 12, a major east-west highway to the Pacific beaches, cause heavy tourist traffic throughout the year. The Port of Grays Harbor brings both fishing and international commercial shipping traffic. These conditions cause a variety of unusual police responsibilities and problems.

In recent years public officials in this tri-city area have begun to explore cooperative police programs in an effort to increase police effectiveness and slow the rising cost of providing police service. In early 1974 the cities of Aberdeen and Hoquiam sponsored a study to determine the characteristics and feasibility of a

joint criminal justice facility. This study recommended that in conjunction with the establishment of a single facility the Aberdeen and Hoquiam police agencies be merged.

In the spring of 1975 the Aberdeen Police Chief resigned. Public officials seized the opportunity to increase police cooperation by contracting for the services of a single police chief for both cities. Although they did not become a party to the agreement, the Cosmopolis town officials discussed the possibilities for a tri-city policing agency with Aberdeen and Hoquiam officials. Even though Cosmopolis did not enter into the initial chief contract, the town officials are interested in assessing the arrangement. In order to keep the option of a tri-city police operation open, the City has chosen to appoint an "Officer-in-Charge" of the Cosmopolis Police unit rather than a Chief of Police until the results of the Aberdeen-Hoquiam experiment can be evaluated.

The Hoquiam police chief assumed command of both the Hoquiam and Aberdeen Police Departments for an experimental one year period in June, 1975. Local, State, and Federal LEAA officials agreed to support the experiment by providing planning assistance. In addition, local officials received the impression that joint projects which would reduce duplication and increase effectiveness are consistent

with LEAA priorities and would have good funding possibilities. City officials in Hoquiam and Aberdeen pledged, by Council actions, to support a planning effort and to implement plans which they determined to be consistent with the best interest of local citizens. Cosmopolis agreed to avoid changes in their police department which might hamper becoming a part of a tri-city police operation until the initial planning was completed.

The first LEAA Technical Assistance Project was initiated in June, 1975. It produced a plan for merging and upgrading the Hoquiam and Aberdeen police records and communications. In July the police dispatching operation in Hoquiam was transferred to Aberdeen. As a result of this change, the number of people assigned to dispatching has been reduced. Currently the Chief is preparing to implement the records recommendations of the Technical Assistance report.

Recently the Chief also organized the Aberdeen jail to serve both Aberdeen and Hoquiam and closed the Hoquiam detention facility. This change has facilitated further reductions in Hoquiam police office staff positions.

In preparation for the next step for improving the police of Aberdeen and Hoquiam, the Chief has requested that this Technical Assistance project be directed at analyzing the "administrative organization and manpower

allocation" of the current police operations and proposing appropriate arrangements for the cooperative police operations. The Chief and other local officials expect to use the observations and advice received as a basis for additional organizational changes.

This study was based primarily on:

1. A review of the environment in which the changes are to be instituted (e.g. attitudes of local citizens, employees, public officials; past history of cooperative governmental efforts; the current physical plants; plans for changes in the physical plants; the social-economic-political situations in the area).
2. A review of the legal and administrative documents which effect police operations.
3. A survey of the operational objectives for the combined police agency, and the objectives which a combined police operation should be designed to achieve.
4. A review of existing organizational designs and operations and changes planned for the immediate future.
5. A review of personnel documents related to position descriptions, employee credentials, assignment practices, and work performance.
6. A survey of workload and budget data.

The on-site phase of the project was 7 days from October 7 to October 14, 1975.

In the course of the study several people were interviewed and provided assistance. Among these people were:

Mr. Walt Failor
Mayor, City of Aberdeen

Mr. J.E. McGuire
Mayor, City of Hoquiam

Mr. R. Richie
Mayor, Cosmopolis

Ms. Janet Richardson
Regional Law and Justice Planner

Mr. Jay Skewes
Chief of Police, Hoquiam-Aberdeen

Mr. Earle Reeves
Captain, Hoquiam Police

Mr. C.D. Todd
Captain, Aberdeen Police

Mr. Arron T. Richards
Officer-in-Charge, Cosmopolis Police

Mr. Nels Sundstrom
Lieutenant, Aberdeen Police

Mr. William Meredith
Lieutenant, Hoquiam Police

Members, Hoquiam and Aberdeen Police Committees

SECTION II

PROBLEM STATEMENT

The original statement of the task to be performed was "Administrative Organization and Manpower allocation study toward consolidation of the Aberdeen-Hoquiam Police Department." However, discussions of the project with local officials resulted in more precise information concerning their expectations. They suggested the study should include:

1. An evaluation of the current organizational and management arrangements in Aberdeen, Hoquiam and Cosmopolis Police organizations.
2. The development of proposals for strengthening the cooperative police arrangements.
3. The development of a sound organizational design for reorganizing the police.
4. Recommendations concerning staffing for the proposed organization.
5. Recommendations concerning the allocation of personnel if the proposed organizational arrangements are accepted.
6. Recommendations for long-range improvement of the quality and quantity of police administration, services and operations in Aberdeen, Hoquiam, and Cosmopolis.
7. Proposals for implementing the proposed organizational changes.

The Chief stressed his highest priority is an organizational design which will facilitate further interfacing and improvement of the cooperative Aberdeen-Hoquiam Police

operations. He considers staffing, organizational development, and implementation proposals essential to the ultimate implementation of organizational design recommendations.

Wherever possible local officials would like to have implementation documents which can be used without extensive revision.

SECTION III

ANALYSIS

Although the three cities of Aberdeen, Hoquiam, and Cosmopolis are contiguous with boundaries following city streets, the land mass they occupy is split into four areas by three waterways--the Chehalis River, the Wishkah River, and the Hoquiam River (See Chart 1). Each of these rivers is navigable and drawbridges connect the land areas. This situation results in vehicular and pedestrian traffic from one area to another being periodically hampered by open drawbridges.

Although the social conditions in the three cities are similar and their economic situations interdependent, the citizens in each city identify strongly with their own police departments. It appears the vast majority of citizens in each city believe their police to be better than either of the police organizations in the other two cities. It appears that most citizens are opposed to giving up their own identifiable police department. Hence, the notion of two of the cities contracting with the third for all police services is out of the question. Further, any organizational arrangement which would eliminate identifiable Aberdeen, Hoquiam, and Cosmopolis Police organizations, would likely be unacceptable at this time.

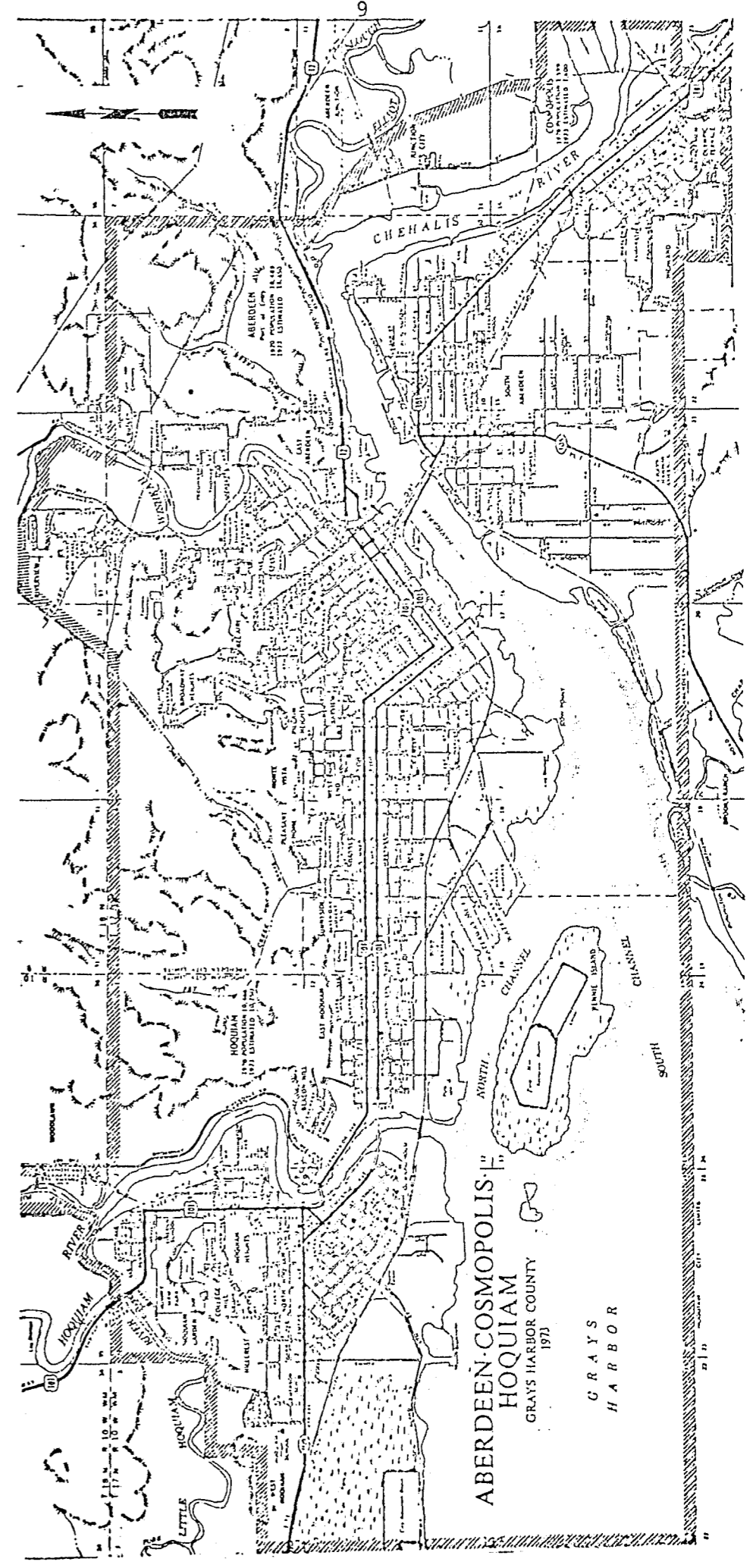
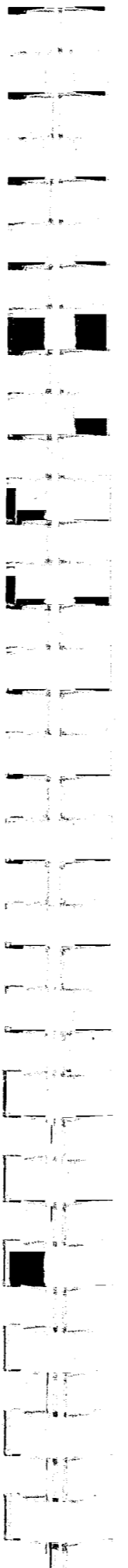


CHART 1: ABERDEEN-COSMOPOLIS-HOQUIAM AREA MAP

Short of the complete subversion of organizational identities, the citizens appear to be convinced of the value of cooperative arrangements between the departments when such arrangements will (1) slow down or reduce rising police costs, (2) improve the quality of their police service, or (3) increase the effectiveness of their police. At the same time few people expressed a willingness to tolerate increased personal inconvenience from such cooperative arrangements.

The police and community relationships in each of the jurisdictions seem to be mutually amiable. Police officers appear to know many of the citizens in their city by name and they treat members of the public as friends. Officers in all three agencies provide extensive non-enforcement services for the public. Citizens demonstrated protective attitudes toward "their" police officers.

One of the problems which complicate complete consolidation of the police departments is Washington State laws. Under state law each of the cities falls into a different classification. Aberdeen is a First Class City, Hoquiam is a Second Class City, and Cosmopolis is considered a "Town". These classification differences mandate a variety of limitations and conditions on the authority of each municipality to administer its police operations. For instance, the Revised Code of Washington gives Aberdeen

and Hoquiam broad powers to establish and administer a "police department." However, under RCW 35.27.070, Cosmopolis' Chief of Police is a "Town Marshal" who has the authority to appoint "Deputies." The Hoquiam Chief must be selected by competitive examination and can be removed for cause, but the Aberdeen Chief serves at the pleasure of the Mayor. Each jurisdiction has its own personnel and civil service system. Due to time limitations, the implications of these laws could not be researched fully. However, nothing could be found which would prohibit a properly defined joint police operation for the three cities.

ORGANIZATIONAL AUTHORITY AND PURPOSE

In each jurisdiction the mayor is directly responsible for the supervision of the police agency of his city. Aberdeen and Hoquiam have each established a police committee, composed of elected legislators, to provide liaison between the city councils and the police.

Under the current agreement between Aberdeen and Hoquiam, the City of Aberdeen is in essence purchasing the services of the Hoquiam Police Chief (See agreement in Appendix A). The contract authorizes the Chief to "...perform the necessary administrative duties to operate the Aberdeen and Hoquiam Police Departments." Further, the police officers of Hoquiam and Aberdeen have been commissioned

by both cities. These arrangements effectively solve the problems of police authority in the separate jurisdictions. However, these arrangements are not adequate to provide the Chief with the authority necessary for any extensive modification or merger of the Aberdeen and Hoquiam police departments. Without a more encompassing agreement which specifies the intent of the cities and provides the Chief with cities' policy concerning future changes in the organizations, there is a good probability of misunderstandings and unnecessary conflicts among the participant jurisdictions. A well-written agreement between the jurisdictions which reflects a consensus on the goals to be addressed by the cooperative agency, the limitations of the Chief's authority, would facilitate an orderly transition from the current disjointed operations to an efficiently operating police effort.

In addition to initiating documentation, the present police operations suffer from a dearth of internal, operational documentation. None of the three police agencies has adequately documented its goals, unit objectives, priorities, policies, or procedures. The operational objectives of the various units are left to discretion of unit commanders, supervisors, and individual employees. Hence, there is considerable variation in the understanding of the objectives among the employees.

In order for the police operations to function in a coordinated, consistent, and efficient fashion, the overall goals of the operation should be well-defined and understood by all employees, the overall organizational structure should be clearly drawn and its logical relationship to the organization goals made apparent, the objectives of the organizational sub-divisions and units stated, and the responsibilities of operational personnel and the procedures they are expected to follow defined.

The initial agreement between Aberdeen and Hoquiam should be written in such a manner that as the cooperative arrangement demonstrates its value, other adjacent jurisdictions can easily become parties to it. For example, Cosmopolis should logically become a party to the contract in the near future. Further in the future Junction City may see the advantages of being a member of the arrangement. The agreement should facilitate the convenient inclusion of these areas.

ORGANIZATIONAL STRUCTURE

Lacking specific organizational goals, the progress to date in restructuring the Aberdeen and Hoquiam police departments has been almost totally the result of the efforts of the Chief. The ideas for changes have come from him and he has been almost singly responsible for the explanation,

direction, and supervision of the changes. Until there is a better definition and understanding of the long-range goals, managers and supervisors will not be able to provide the support which the Chief needs.

At the time of the on-site survey, no overall organizational chart had been prepared for the cooperative arrangement. Chart 2 was prepared to reflect the existing structures and staffing patterns. In essence, the three municipalities have independent and separate line (patrol and investigation) operations. Except in emergencies the police officers confine their activities to the city by which they are employed.

In addition the police department in each city maintains its own police records system. However, Aberdeen and Hoquiam are in the process of standardizing and merging their records system. The Cosmopolis Police Department has recently implemented a simple, yet sound, basic records system. Its value to Cosmopolis patrol officers is limited by the fact that the records contain only Cosmopolis police entries.

As previously mentioned, Aberdeen and Hoquiam have recently established joint dispatching and share a single jail. Cosmopolis relies on the Grays Harbor County Sheriff for dispatching services and Cosmopolis prisoners are transported to the county jail.

Cosmopolis police reliance on the Sheriff's Department for radio communications and detention facilities

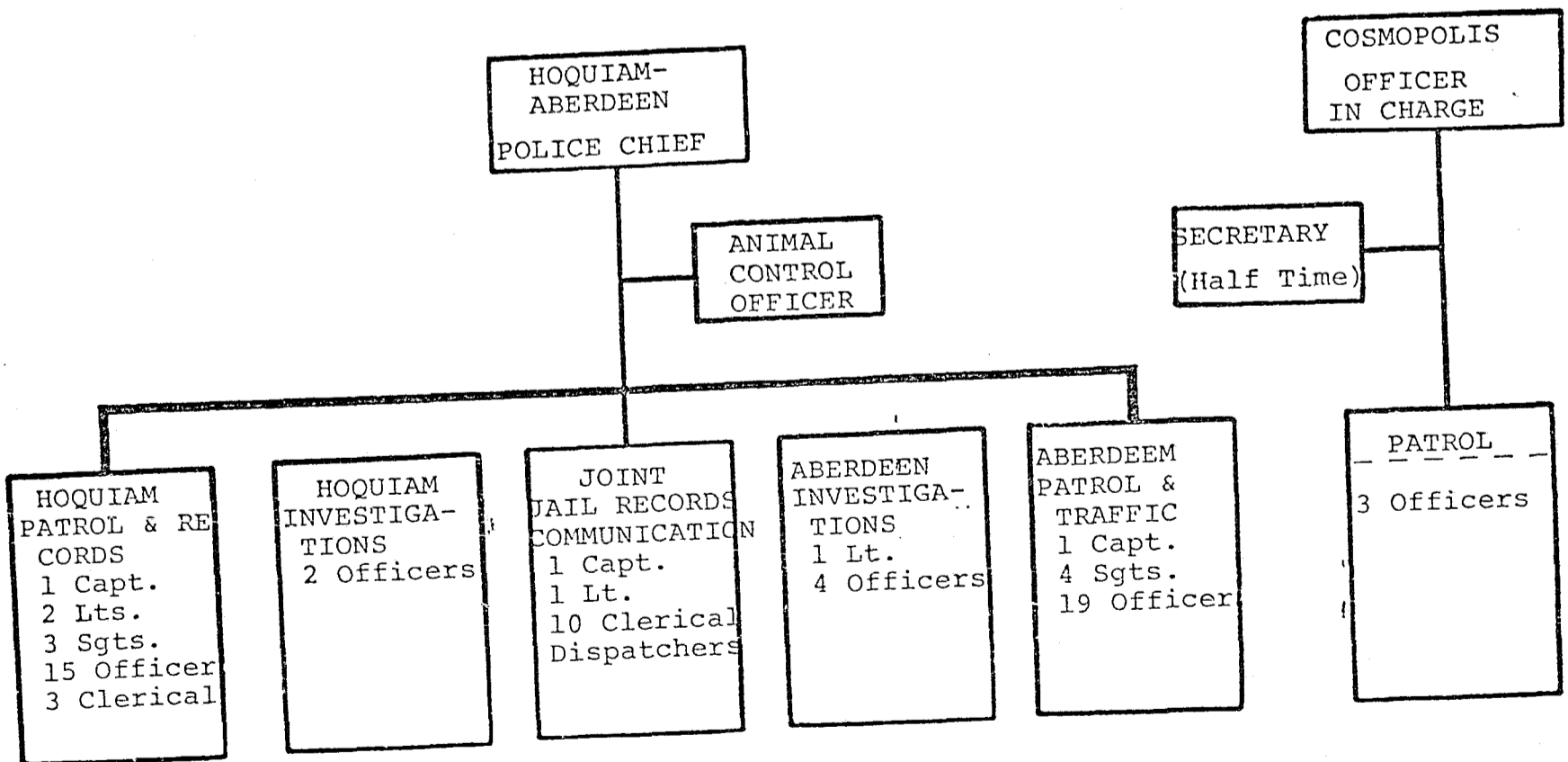


CHART 2: POLICE STRUCTURES
 Aberdeen-Hoquiam and Cosmopolis, Washington
 October 1975

has disadvantages. In regard to communication, the Cosmopolis police officers do not have direct radio contact with South Aberdeen police officers who frequently work across the street and on whom they should be able to rely for mutual assistance in an emergency. The Cosmopolis use of the county jail causes Cosmopolis to be left without ready police service during periods when prisoners are being transported. Although the use of the Aberdeen jail alone would not eliminate this situation, if Cosmopolis were to become a part of a tri-city police operation, police officers in South Aberdeen could cover while Cosmopolis officers transport arrestees to jail. Improved police operations for the entire region would almost certainly result from Cosmopolis' participation in the arrangement.

A close evaluation of the current structure reveals numerous areas where changes would produce increases in efficiency and effectiveness. The high ratio of managers to supervisors results in top heavy operations in Aberdeen and Hoquiam. There are an excessive number of management levels in the chain of command hierarchy. This excessive management overhead ranks reduces the number of supervisory and operational personnel available for performing services for the public. It also hampers communication between the Chief and operational personnel.

The cooperative agreement between the two cities enhances

the Chief's ability to reduce the levels of hierarchy and increase the number of police officers on the street.

There are inconsistencies between the responsibilities of some jobs and the ranks of people occupying the positions. One example of this is the Aberdeen records and central dispatch which has both a captain and a lieutenant. Another is the Hoquiam patrol operation in which lieutenants and sergeants perform the same functions. A third is the Aberdeen detective unit where a lieutenant is assigned to the direct supervision of patrol officers.

In spite of the fact that the police operations have too many managers, there is an inadequate number of sergeants to provide field supervision. Aberdeen has attempted to compensate for this inadequacy by establishing the position of "Lead Patrol Officer." When no sergeant is available, a Lead Patrol Officer assumes the role of "acting sergeant." The number of sergeants should be increased so there is at least one field sergeant on duty at all times.

A salient weakness in the current organizational arrangements is the absence of any administrative staff positions in the areas of planning and training. Staff support in these areas is particularly critical at this time. Public officials expect significant improvements in the police operations. The Chief simply does not have the time to carry out his normal management responsibilities and prepare

grant proposals and staff reports, write manuals, and prepare and coordinate training programs for the new operations. Although the current managers may be excellent police officers, most lack either the time, skills, or interest to effectively perform staff responsibilities in such areas as operations research, personnel studies, public attitude studies, information systems, and grant administration. The establishment of appropriate staff positions may be crucial to the ultimate success of the cooperative police organization.

Aside from the apparent weakness of the current police organizational structure, it is important that appropriate acknowledgement of the strengths of the current arrangements be made. The stability of field police officers in each of the cities appears to have resulted in police who are intimately familiar with the people in their jurisdiction. It seems to have resulted in a mutual confidence and positive police and community relationships. Most members of the public view the police in their city as "their" police. Changes in the organization must be carefully calculated to avoid disrupting this feature of the existing organizations.

The preceding briefly summarizes the most significant shortcomings and strengths of the present organizational arrangements. These facts will be given heavy consideration

in the development of recommendations.

Personnel

Table I is a comparison of personnel to other selected facts about Aberdeen, Cosmopolis, and Hoquiam. Based on these data, there are discrepancies between the per capita expenditure for police, the number of police per population, and the police activity levels of the three cities. In my opinion, these figures should be considered in arriving at an appropriate patrol distribution arrangement under a cooperative structure. Since the new agency is cooperative, if some cities provide a higher level of support for police, this should be reflected in the personnel allocated to their jurisdiction. The implication of this conclusion is that the number of police officers in a city may not be proportionate to the police workload of that city. However, within a city the patrol force can be distributed according to workload. This approach should be more equitable than the patrol distribution methods of a completely consolidated police agency. It will facilitate any of the cities participating in the cooperative arrangement to purchase additional police services for their communities.

Both Aberdeen and Hoquiam have had position classification studies performed in recent years. Therefore, the

*I hasten to point out that these figures are based on very limited data which should be reassessed at the earliest opportunity.

TABLE 1: Comparison of Selected Factors Related to
Aberdeen, Cosmopolis, and Hoquiam Police

CITY	CITY POPULATION ¹		POLICE EXPENDITURES ²		SWORN OFFICERS		EST. POLICE ACTIVITY ³	
	#	%	Amt.	%	#	%	Amt.	%
Aberdeen	19	61	\$591	65	31	53	256	70
Cosmopolis	2	7	46	5	4	7	23	6
Hoquiam	10	32	266	30	23	40	89	24
TOTALS	31	100	\$903	100	58	100	368	100

¹Rounded to nearest 1000 citizens.

²1974 budget figures rounded to nearest \$1000.

³Based on dispatches for one week period - provided by Lt. Sundstrom, Communication Commander, and Officer Richards, Cosmopolis Police Department.

police positions are well-defined and logically organized. With few exceptions the police rank structure and titles are the same in both cities. However, the job descriptions and salaries are slightly different. This results in personnel with the same rank titles being responsible for slightly different duties. This situation should be changed by the enactment of a standardized position classification and salary schedule for the police by all cities involved in the cooperative police organization.*

An evaluation of the personnel training practices revealed two significant facts. First, the formal training which employees have received has been provided outside the local organizations. - For example, new police recruits are sent to recruit training programs provided by larger cities or the State of Washington. Officers who have received advanced training have also attended programs in other areas. While there are advantages to such programs, the disadvantages include (1) the training frequently is not directly relevant to the responsibilities of Hoquiam, Cosmopolis, and Aberdeen, (2) while employees are in training programs in Olympia, Seattle, or some other city, they

*The first step in this direction has already been taken by Hoquiam when it adopted the Aberdeen pay schedule for clerk-dispatchers.

are not available to handle local emergencies, (3) without a local training effort there can be no efficient, systematic inservice training of all police employees (only a select few employees can be sent to the training programs which are being presented by other police departments), and (4) not only is the training which employees receive from other agencies less relevant than training which is specifically prepared for local employees, usually it is more expensive. Even though the use of outside training can in some instances be justified, a training program by the local police agency is essential if employees are to work effectively in the local departments and municipalities. This is particularly true in Aberdeen and Hoquiam as they undergo organizational changes that will require employees to modify their traditional behavior patterns.

The second major observation about the present training is that too much reliance is placed on "on-the-job" instruction. For example, people who are employed as clerk-dispatchers are assigned to central dispatch where they are expected to learn as they work. The public has the right to expect that police employees will have learned basic information and skills before they are given responsibility for providing public services. This is not to deny the value of realistic intern-type training after a

person has adequately mastered basic information about the job.

Ultimately the effectiveness of an organization is dependent on its employees. The reorganization of the Aberdeen and Hoquiam police should include a standardization of the present position classification and salary schedules and the establishment of a training program.

Patrol Distribution

At the present time patrol operations are distributed, first, by the city boundaries with Aberdeen officers working in Aberdeen and Hoquiam officers in Hoquiam, and second by patrol areas within each city.* This later patrol distribution arrangement was instituted by the present Chief to ensure more equitable coverage of all parts of the cities, however, the present plan can be improved substantially. Cosmopolis' entry into the cooperative police arrangement cannot be accommodated without a redistribution of field forces.

Line personnel should be allocated, both chronologically and geographically, in proportion to police workload. In other words, in-so-far as possible, the percentage of the total patrol officers assigned to a particular area at a

*Cosmopolis with such a small area and only one officer on duty at a time has not needed patrol areas within the town.

specific time should be approximately the same as the percentage of the police workload which occurs in the area during the same time period.

Two unique problems complicate patrol distribution in this area. Both have been previously mentioned. First, the unequal financial support of the municipalities for their police. If the present system of separate budgets for the police of each city is unchanged, in fairness, consistency between personnel and expenditure ratios should be maintained in each city. An alternative, which should be adopted, is a consolidated budget with each participating city paying in proportion to its population.

A second problem is the network of waterways in the area. Patrols must be allocated so that no part of the jurisdictions will be without police services because of open draw bridges.

Table 2 is a review of a one-week sample of police activity by City Wards. It is apparent the incidents are not uniformly distributed throughout the tri-city area. Over 50% of the police activity during this week occurred in Aberdeen Wards 2, 3, & 5. These Wards include the Aberdeen central business district and may be inflated by the inclusion of building security checks. This possibility should be checked before accepting the redistribution suggestions in the next section of this report.

TABLE 2: Police Activity Distribution in
Aberdeen, Cosmopolis, and Hoquiam*

CITY	ACTIVITY BY WARDS										TOTAL			
	1		2		3		4		5		6		#	%
	#	%	#	%	#	%	#	%	#	%	#	%		
Aberdeen	28	8	81	22	37	10	21	6	64	17	25	7	256	70
Cosmopolis													23	6
Hoquiam	18	5	18	5	7	2	13	3	18	5	15	4	89	24
TOTALS													368	100

*Based on dispatches for one-week period - provided by Lt. Sundstrom, Communication Commander, and Officer Richards, Cosmopolis Police Department.

Conclusion

Although the Aberdeen-Hoquiam agreement to utilize a more cooperative police operation is less than six months old, considerable progress has been made in curtailing rising police costs. This progress has resulted from changes in the staff service areas rather than in line operations. The detention and dispatching operations have been consolidated. A new consolidated records system is being implemented. Each of these changes has facilitated cost reductions and released personnel for line operations.

At the present time the organizational area where changes would be most productive is the management system. These changes should be accompanied by improvements in the field operations and staff services, and standardization of the police position and salary plans for all cities involved in the cooperative operation.

The following section will be devoted to specific recommendations for improving the present operations.

SECTION IV

CONCLUSIONS AND RECOMMENDATIONS

The cooperative policing arrangement which Aberdeen and Hoquiam have established has resulted in the cost of police operations being reduced. Further, there is every reason to believe the arrangement will facilitate improvements in police effectiveness. The arrangement could be strengthened by the inclusion of the Town of Cosmopolis.

On the other hand, Cosmopolis can receive better police service by joining Aberdeen and Hoquiam. At the present Cosmopolis is served by four police officers. If each officer works only a straight 40 hours per week with normal vacations and holidays, there is inadequate personnel to maintain one officer on duty twenty-four hours a day. Unless the community obtains support from other police agencies, the town must go without police services when officers are processing arrestees or become ill. It is difficult to maintain police service and relieve officers for training programs.

If an unexpected problem which requires more than one police officer occurs in Cosmopolis, the citizens must depend on assistance from nearby police agencies. Currently, Cosmopolis police must work without assistance or supervision most of the time. In spite of these problems, the Cosmopolis

police workload is not great enough to justify additional police officers. The solution to these problems lies in a joint cooperative arrangement with Aberdeen and Hoquiam.

Such a contract would ensure cooperation between officers of the three cities. Cosmopolis could receive a broader range of police services without any substantial increase in the current level of financial support for the police. Cosmopolis officers would benefit from increased staff support, more stable working hours, more immediate assistance from police in South Aberdeen, and greater training opportunities. Aberdeen and Hoquiam would benefit from the additional support of Cosmopolis officers, improved ability to deal with police problems which cross city boundaries, and a higher quality of police throughout the tri-city area.

RECOMMENDATION 1: The Cooperative Police arrangement should be expanded to include Cosmopolis.

Perhaps the single most important step in restructuring the police in the Aberdeen-Cosmopolis-Hoquiam area* is the documentation of a sound broadly acceptable statement of goals for the cooperative police operations. Such a statement will facilitate public understanding of what should be expected by the organization and it will provide police

*Henceforth, in this report I will assume Cosmopolis will be a party to the police reorganization. However, most recommendations are viable with or without participation.

managers and supervisors with the broad direction they need for the efficient organization and management of police operations.

In establishing specific goals for the police operation, it is important to recognize the preferences reflected in citizen calls and complaints. Even though it is easy to accept the stereotype of police work as basically criminal investigation, the statistics indicate that the public expects police to provide a broad range of services not related to crimes. For example, the Aberdeen Police 1974 Annual Report reflects 12,360 "calls and complaints." However, if "petit larceny" and "vandalism" categories are excluded, approximately 1,150 calls--less than 10%--involved incidents which would normally be classified as serious criminal acts.

Although the police activity figures available for Cosmopolis and Hoquiam are not as complete as those for Aberdeen, those statistics available show similar service and minor deviancy patterns. For example, the Hoquiam Police Department initiated the following arrests in July, 1975.

Disorderly persons	4
Minor in possession	12
Possession of Controlled Substance	3
Bench Warrants (Failure to Appear or Pay)	2
Assault	1
Resisting Arrest	1
Disorderly House	2
Hold for Other Departments	2
Dog at Large	1

The Hoquiam detectives investigated the following cases:

Possession Controlled Substance	3
Bad Checks	4
Assault	1
Larceny	2
Burglary	3

The figures do not reflect an overwhelming police concern with serious criminal activity. They can be interpreted as indicating that serious crime does not occupy the majority of the police officers' time.

In addition to the preceding it should be recognized that most people place a higher priority on saving lives and reducing physical suffering than apprehending people who have committed crimes. Further, most people would prefer that police prevent or deter crimes rather than investigate after the fact.

With these considerations in mind, the following may be an appropriate starting point for the development of the local goals:

1. The police should provide emergency actions and services not readily available from other agencies that may save human life.
2. The police should provide programs and actions directed at the causes and conditions of delinquency and crime that will result in the prevention of juvenile delinquency, criminal deviancy, and crime.
3. The police should provide programs and actions to acquire information about criminal behavior and responsibility and expeditiously handle that information in a manner consistent with the best interests of involved persons, the community, and society.

4. The police should respond by direct involvement, advice, or referral to those situations which if left unattended would logically result in serious mental anguish, disorder, injury, property damage, or loss of individual rights for people within the jurisdiction.
5. The police should provide actions and programs for coordination between and support for agencies that seek to facilitate social justice and justice processes.
6. The police should provide order maintenance programs and actions to reduce danger and facilitate normal community and social operations during periods of unusual disruptive occurrences such as civil protest, natural disaster, riot, and war.
7. The police should provide programs, procedures, and activities that will result in efficient, effective, and fair management of the police organization and satisfaction of personnel career needs.

RECOMMENDATION 2: The Chief of Police should initiate actions which will result in the development of a statement of goals for the cooperative police operations. Ideally, the developmental process should include mayors, legislators, police employees, and interested citizens.

The current single contract for the Chief's services is not sufficient to ensure the establishment of a management system and organizational arrangements which would most efficiently serve the Aberdeen-Cosmopolis-Hoquiam region. The Chief needs a sounder authority base and a longer commitment from the local jurisdictions. The most logical approach to the problem is the initiation of a contract which would establish an agency charter such as is included in Appendix B.

Recommendation 3: Aberdeen, Cosmopolis, and Hoquiam should enact a Police Agency Charter such as Appendix B which would formally establish a Tri-City Police Agency from the existing police departments.

The organizational structure itself should be based on organizational goals with appropriate consideration of public attitudes and the environment. As previously discussed, modifications in the existing organizations should be based on a recognition of the strong community identification with the local police in each jurisdiction and the importance of the network of waterways which restrict vehicular mobility throughout the area. The organizational design which can be most appropriately used in this instance is an innovation being referred to in the police management literature as "Team Policing."

By modifying the basic Team Police design slightly, Police Divisions can be established to serve each of the three municipalities. One Police Division can be established in Hoquiam, a second can be organized as the Central Aberdeen Division, and a Southeast Aberdeen-Cosmopolis Division can be implemented to serve the public in East Aberdeen, South Aberdeen, and Cosmopolis.* This arrangement will maintain the advantages of "Community Identification" and at the same time facilitate more effective coordination of the police in all

*If Cosmopolis is not included in the cooperative arrangement, the boundaries of the Southeast Aberdeen Division can be modified and appropriate personnel adjustments can be made.

three areas. Under this arrangement each city will be guaranteed the right to support its Police Division with a different level of expenditures for field operations than the other two cities. In addition, each city's right to establish priorities and policies which are different from those of the field operations in the other areas can be maintained.

Recommendation 4: Three Police Divisions with Community Headquarters should be maintained, one in each of the participant cities. The officers and staff of each Division should consist of people from the police department of the City.

Based on the assumption that the people in all three cities consider crime prevention and general non-criminal services to be high priority goals, the current police personnel should be reassigned to strengthen patrol operations which are primarily responsible for performing activities related to these goals. Consistent with the Team Police concept, the responsibilities of patrol officers should be broad enough to include the complete investigation of minor crimes such as vandalism and petit larceny. This approach will relieve investigators of minor incidents and give them more time to devote to serious cases such as homicides, rapes, robberies, burglaries, and grand larcenies.

In addition, the current investigative units in

Aberdeen and Hoquiam should be merged under one supervisor who reports directly to the Chief of Police. Such a merger should improve efficiency by (1) consolidating all follow-up investigations in the three cities, (2) enabling one investigator to pursue all cases in the three jurisdictions which appear to be committed by the same person or persons, (3) placing responsibility for supervising and assigning investigators on one supervisor, and (4) increasing the number of investigative personnel thereby facilitating improved specialization.

Recommendation 5: Consolidate the present Aberdeen and Hoquiam investigative units under one supervisor directly responsible to the Chief. The investigative operation should be designated the "Major Case Squad." It should be physically located in the central Command Center facility with the staff services of records, communication, planning, jail and training.

These changes in the patrol and investigative operations should also involve the reduction of both management overhead and specialized investigative positions. The responsibilities of lieutenants should be expanded so that eventually through attrition, the rank of captain could be dropped. The investigative positions can be reduced as a result of the additional investigative workload being assumed by patrol officers.

These simple reorganizations of line operations will not in and of themselves be sufficient to provide the sustained quality of police service which local citizens can

expect for their tax expenditures. Police supervisors and managers will be kept extremely busy handling the day-to-day problems and responsibilities of their positions. They do not have sufficient time nor in some instances skills to perform the specialized staff activities such as research, planning, and training. In addition, many of the present managers have neither the experience, the educational background, nor interest in organizing and implementing advanced staff service programs such as management and information systems, crime prevention operations, and facility planning. Hence, unless new positions are established to provide the police agency with employees who are competent in such areas as these, the ultimate potential of the organization cannot be fully realized.

The new organizational design should provide two more positions which would be filled by such specialists. The most important of these should be a management position which would be responsible for a combination police staff services and management functions. This position would be responsible for planning, organizing, and managing the staff service functions for the police agency. The person in this position should serve as the Chief's assistant in the organization and implementation of new organizational units and operations. In summary, the responsibilities of this position would include:

- Managing all police staff services.
- Supervising research and preparing staff reports, plans, and grant requests.
- Assisting the Chief in financial and personnel planning and administration.
- Coordinating the implementation of organizational changes, new programs, and project management.

Recommendation 6: A position of Administrative Assistant to the Chief should be established.

A second lower level staff position, Staff Assistant, should be established which would be responsible for research and training. The research responsibilities should include the design of research projects, collection and analysis of data, and staff report preparation. The training responsibilities should involve the establishment of training objectives, design of curriculum, coordination of training, and the evaluation of training. The person in this position should also be responsible for organizing regular agency conferences and staff meetings. This responsibility should include the preparation of agendas and the production of the records of minutes. One of the initial projects undertaken by this person should be the establishment of a process for developing a policy and procedure manual for the police organization.

Recommendation 7: A position of Staff Assistant should be established.

A Command Center should be established to include the

Office of the Director, the jail, dispatching, central records, planning, training, and the Major Case Squad. A new Central facility should eventually be built for this Command Center.*

The Division headquarters should be in the current police facilities of each participating municipality. If Cosmopolis does not become a part of the new agency, a temporary Southeast Aberdeen Division facility should be established in the South Aberdeen area.

Table 2 reflects a one-week survey of the location of police activities in the Aberdeen-Cosmopolis-Hoquiam area. Based on this survey, the field personnel can be allocated as follows:**

<u>Hoquiam Division</u>	<u>Central Aberdeen Div.</u>	<u>S.E. Aberdeen-Cosmopolis</u>
1 Lieutenant	1 Lieutenant	1 Lieutenant
3 Sergeants	3 Sergeants	3 Sergeants
11 Patrol Officers	16 Patrol Officers	12 Patrol Off.
1 Clerk Typist	1 Clerk Typist	1 Clerk Typist

* Such a central facility has already been proposed by Thomas R. Hickman in Aberdeen-Hoquiam Criminal Justice Facilities Study, May 1, 1974.

**This allocation is based on limited data; therefore, the preparation of a new allocation plan should be a high priority for the new planner.

HOQUIAM POLICE DIVISION

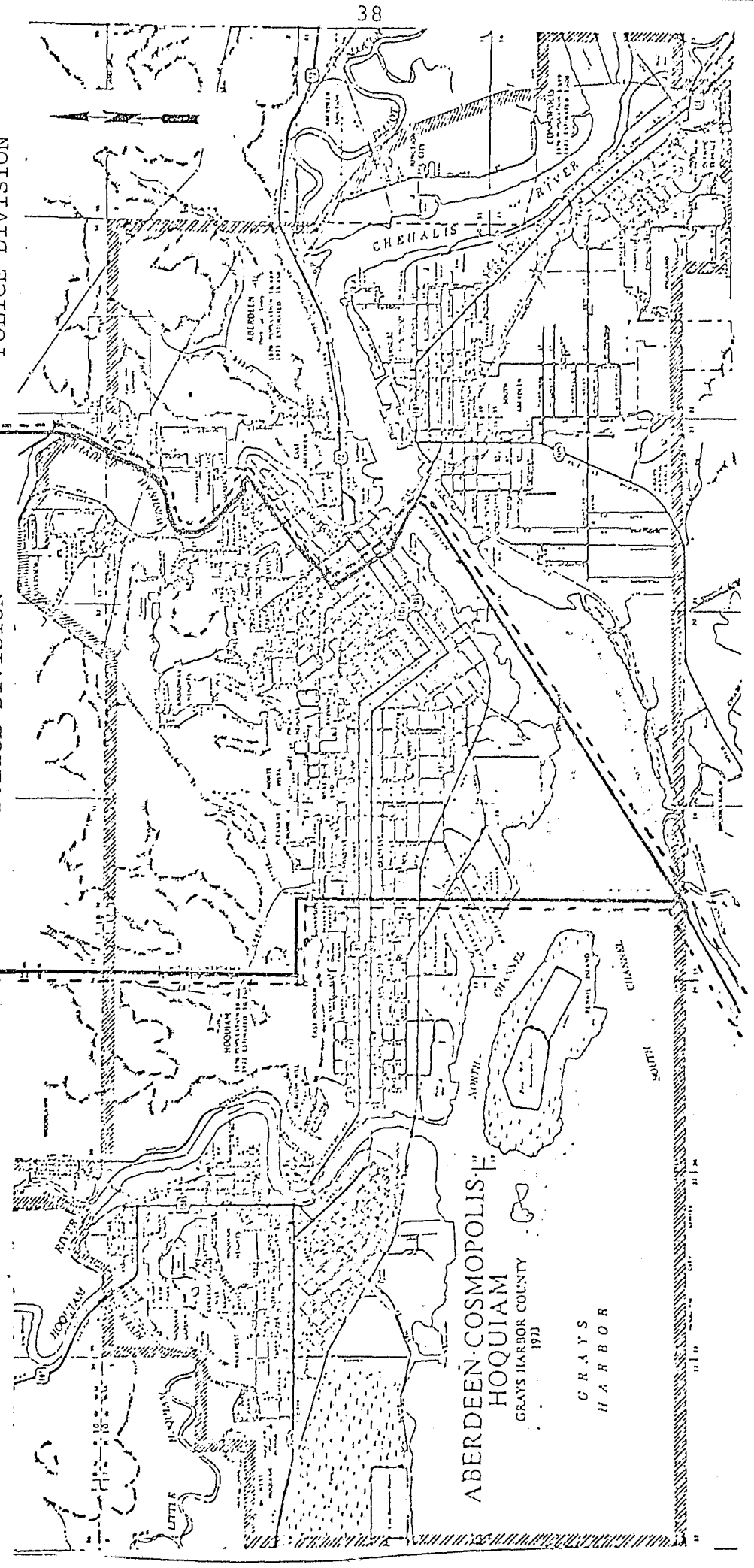
CENTRAL ABERDEEN POLICE DIVISION

SE ABERDEEN-COSMOPOLIS POLICE DIVISION

HOQUIAM POLICE DIVISION

CENTRAL ABERDEEN POLICE DIVISION

SE ABERDEEN-COSMOPOLIS POLICE DIVISION



ABERDEEN-COSMOPOLIS
HOQUIAM
GRAYS HARBOR COUNTY
1973
GRAYS
HARBOR

CHART 3: PROPOSED TEMPORARY DIVISION BOUNDARIES

The District boundaries wherein these personnel are assigned should be initially established as reflected in Chart 3.

Recommendation 8: The district boundaries should be established, and the above allocation of personnel assigned to each district.

Under the new police structure the field Division Commanders should be given the responsibility and latitude to organize their own operations. This should include the responsibility for decisions about the utilization and assignment of personnel under the Commander. The precise limits on the authority of Division Commanders should be defined in the Policy and Procedure Manual.

Division Commanders should be able to obtain the assistance of the Central staff service unit in planning and carrying out these responsibilities.

Division Commanders should assist the Chief by preparing for Council and public meetings in their area, attending meetings, and maintaining liaison with the public in their Division area.

Recommendation 9: A new Organization Chart which incorporates the preceding recommendations should be established (See Chart 4).

The preceding suggestions will require changes in the current personnel systems. The most important of these changes are:

- A reclassification of police positions.

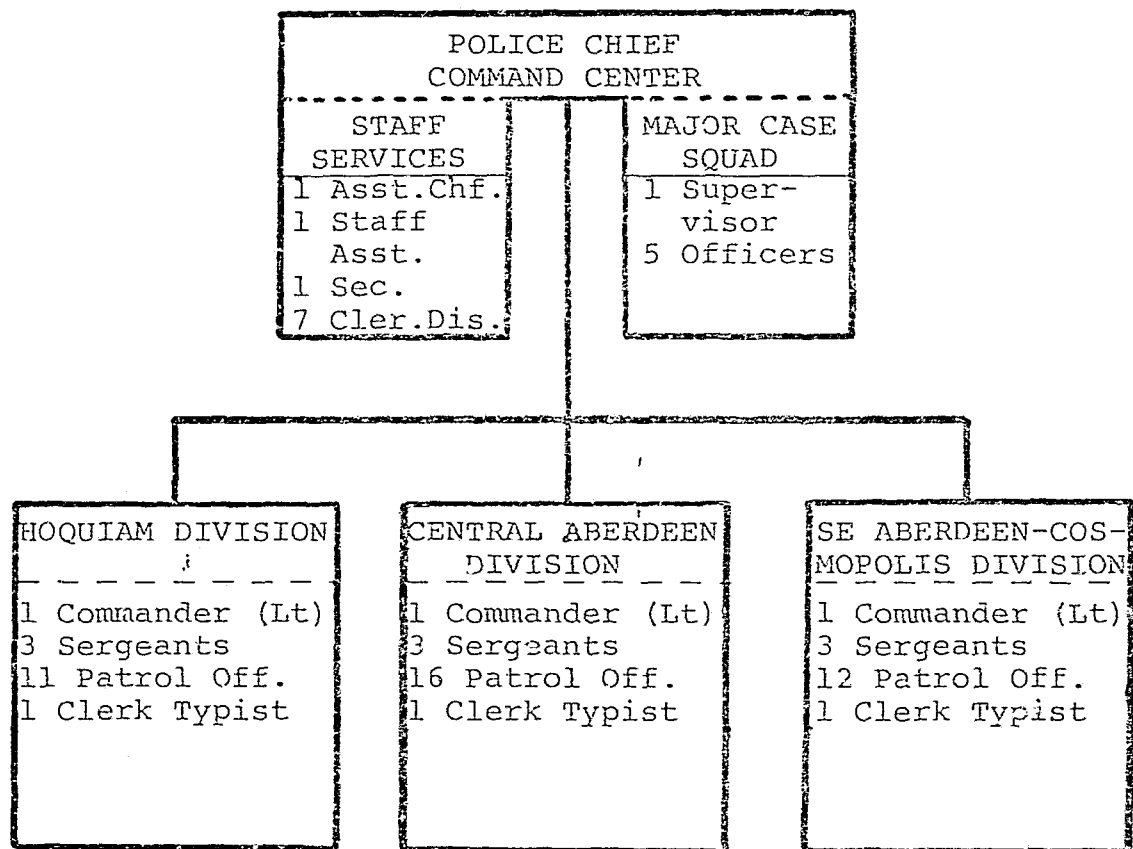


CHART 2: PROPOSED POLICE STRUCTURE

- Establishment of a common salary structure for all three police Divisions.
- A phase-out by attrition of the rank of Captain.*
- An upgrading of the rank of lieutenant to enable lieutenants to assume the position of Division Commanders.
- A replacement of the lieutenant in the investigation unit with a sergeant.
- An increase in the number of sergeants.
- Establishment of common entry and promotional standards for all three agencies and authorization of competition among all members of the combined agency for promotion.
- The establishment of a common, management by objectives, evaluation system for the entire combined agency.

The decision process for assigning lieutenants as Division Commanders should involve elected officials of the Division where the lieutenant is to be assigned.

CONCLUSION

Existing conditions (i.e. the existence of captains, specialized skills possessed by present employees, present facilities, etc.) and considerations (i.e. fairness to

*Until such time as all persons holding the rank of Captain retire or leave the police organizations, Captains should be assigned to positions designated for Lieutenants on the proposed organization chart.

employees, financial constraints, political problems, etc), may make it wise to accept temporary modificants in the proposed organizational design and personnel allocations. However, as conditions change and other considerations permit, these initial modifications should be changed to achieve the proposed organizational arrangements.

The following section contains a step-by-step procedural plan for implementing the previous proposals and recommendations.

SECTION V

IMPLEMENTATION

The following is a general step-by-step plan for implementing the preceding recommendations.

1. The Chief should obtain the support of public officials for those recommendations which are to be implemented.
2. An Agreement which contains acceptable goals for the cooperative police agency and defines the responsibilities of the participating jurisdictions and the police agency should be adopted by the participating municipalities.
3. The positions of Assistant to the Chief and Staff Assistant should be established, and people hired into these positions.
4. Staff services should be reorganized and the new records system implemented.
5. The Chief and the Assistant to the Chief should prepare a chronological phase-in plan for the dates when changes will be initiated and specifying by name people who will be assigned to positions.
6. The Aberdeen and Hoquiam Detective units should be combined. The lieutenant can be left in command until later in the change process.
7. The current position classification plan should be revised by the planners and adopted by elected officials. This should be a simple standardization of the positions, descriptions, and salary scales.
8. The Division Commanders should be assigned. Initially, Captains may be used for these positions and Lieutenants can be used to supplement the Sergeants as first line supervisors. As the Captains leave the organization, Lieutenants can be moved into the Division Commander positions.

9. A plan for the use of facilities should be prepared. The Command Center should be centrally located and should house all central services (e.g. Chief, Assistant to Chief, Major Case Squad, Communications, Jail, records, planning, and training).
10. Broad policies regarding Division responsibilities, authority, and organizational relationships should be formalized.
11. A formal staff meeting system should be established.
12. After the Division Commanders have an opportunity to prepare their operation (i.e. schedules, working procedures, operational techniques), the patrol officers, sergeants, and lieutenants should be reassigned.
13. Planners should initiate work on (A) plans for reallocation of field forces, (B) a comprehensive inservice training program, and (C) upgrading policies and procedures.
14. The Command Staff (Police Chief, Division Commanders, Assistant to the Chief, and Major Case Squad Supervisor) should work with the planner to develop a long-range plan for improving the organization.

APPENDICES

- A. Aberdeen-Hoquiam Police Chief Contract
- B. Model Cooperative Police Agency Agreement

CONTRACT

THIS CONTRACT made and entered into this 4th day of June,
1975,

By and between: The CITY OF ABERDEEN, a municipal
 corporation, hereinafter referred
 to as ABERDEEN;

And: The CITY OF HOQUIAM, a municipal
 corporation, hereinafter referred
 to as HOQUIAM.

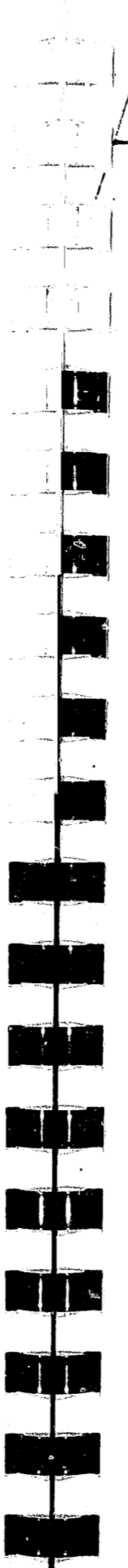
W I T N E S S E T H:

In consideration of the mutual covenants and conditions herein
contained, the parties heretofore agree as follows:

1. SUBJECT MATTER OF AGREEMENT. The purpose of this agree-
ment is to provide to Aberdeen the administrative capabilities of Jay
Skewes, an employee of the City of Hoquiam. It is agreed between the
parties that Jay Skewes will be the Police Chief of Aberdeen and Hoquiam.
He will perform the necessary administrative duties to operate the Aber-
deen and Hoquiam Police Departments.

2. CONSIDERATION. The salary of Jay Skewes shall be set at
One Thousand Nine Hundred (\$1,900.00) Dollars per month. Aberdeen
agrees to pay to the City of Hoquiam a proportional share of said salary
and all benefits, Aberdeen's proportional share being sixty (60%) per
cent of said salary and all benefits and Hoquiam paying forty (40%) per
cent.

3. FORMATION OF COMMISSION. Mr. Skewes shall be responsible
to the Police Committees of Aberdeen and Hoquiam.



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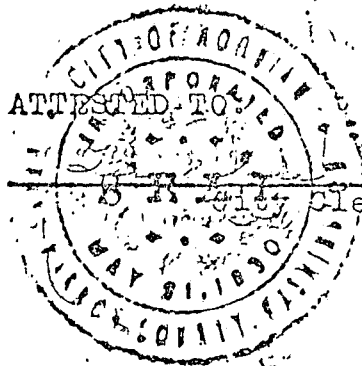
1 OF 2

4. TERM OF AGREEMENT. The parties to this agreement agree that Mr. Skewes shall be the Aberdeen and Hoquiam Police Chief for a period of one (1) year. This agreement shall terminate at the end of a one (1) year period unless the municipalities agree to extend it.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF HOQUIAM

J. E. McGuire
MAYOR


ATTESTED TO:
[Signature]
City Clerk

CITY OF ABERDEEN

[Signature]
MAYOR

ATTESTED TO:
Tom LaFare
Deputy City Comptroller

Filed Grays Harbor Co. Wash. JUN 6 1975
at 2:25 PM, at request of City of Aberdeen
William F. Vogler, Auditor, by [Signature] Deputy

ILLUSTRATIVE
AGREEMENT FOR THE ESTABLISHMENT OF
A COOPERATIVE POLICE AGENCY FOR
ABERDEEN, COSMOPOLIS, AND HOQUIAM,
IN GREYS HARBOR COUNTY, WASHINGTON

This agreement is made and entered into this _____
day of _____, 19____ by and between:

The City of Aberdeen, a municipal
Corporation, hereafter referred to
as ABERDEEN;

The City of Hoquiam, a municipal
Corporation, hereafter referred to
as HOQUIAM;

The Town of Cosmopolis, a municipal
Corporation, hereafter referred to
as COSMOPOLIS.

W I T N E S S E T H :

WHEREAS, the parties hereto mutually desire that the
law enforcement function within their respective jurisdic-
tions be combined and that a joint cooperative police ag-
ency (hereinafter identified as the POLICE AGENCY), per-
forming police administrative functions and delivery of
police service be established; and

WHEREAS, the governing body of each of the parties
hereto, being cognizant of the duplication of police ser-
vices presently being performed, in order to lower costs
and increase the effectiveness and efficiency of police
services, finds that cooperation and consolidation of
police services will be economically advantageous to the
citizens of the parties hereto and increase the effective-
ness and efficiency of the provision of police services
to the parties; now therefore

The parties hereto agree and promise as follows:

I. General Provisions

1.1 The Police Agency mission is hereby established as
follows:

The Police Agency will provide the citizens and communities of the Cities of Aberdeen, Hoquiam, and Cosmopolis with the highest level of police service which can be delivered with available resources.

Any person requesting service, assistance, or help from the Police Agency shall be treated in a forthright, honest, and courteous manner. When limited resources, legal restraints, or governmental assignment of functions do not permit direct service delivery, help, or assistance, the Police Agency shall make every effort to refer persons to the proper and appropriate governmental agency or other source for aid.

The Police Agency as a component of the social justice system shall at all times seek to cooperate fully with and offer feasible solution to problems of that system in an effort to better serve the communities and public within the Police Agency's jurisdictions.

The existence of the Police Agency is justified solely on the aforementioned basis and shall be organized accordingly. It is the duty and responsibility of every Police Agency employee not only to protect individuals living within the Police Agency's jurisdiction from physical harm as a result of criminal assault, civil disorder, natural disaster, or accident, but also to protect and defend the rights of all citizens guaranteed under our democratic form of government whether they be residents of the jurisdiction or traveling within or through the jurisdiction. The Police Agency shall allocate every resource available in a wholehearted effort to protect and support the doctrine of individual rights while providing for the security of persons and property in the jurisdiction.

1.2 The Police Agency goals are hereby established in order to realize the aforementioned Police Agency mission. The seven goals are as follows:

- 1.2.1. Provide emergency actions and services, not readily available from other agencies, that may save human life.
- 1.2.2. Provide programs and actions directed at the causes and conditions of delinquency and crime that will result in the prevention of juvenile delinquency, criminal deviancy, and crime.

- 1.2.3. Provide programs and actions to acquire information about criminal behavior and responsibility and expeditiously handle that information in a manner consistent with the best interests of involved persons, the community, and society.
 - 1.2.4. Respond by direct involvement, advice, or referral to those situations which if left unattended would logically result in serious mental anguish, disorder, injury, property damage, or loss of individual rights for a person or persons within the jurisdiction.
 - 1.2.5. Provide actions and programs for coordination between and support for agencies that seek to facilitate social justice and justice processes.
 - 1.2.6. Provide order maintenance programs and actions to reduce danger and facilitate normal community and social operations during periods of unusual, disruptive occurrences such as civil protest, natural disaster, riot, and war.
 - 1.2.7. Provide programs, procedures, and activities that will result in efficient, effective, and fair management of the police organization and satisfaction of personnel career needs.
- 1.3 This Agreement establishing the Police Agency will take effect on _____ and will be in effect at least four years at which time it can be cancelled by any party to the Agreement upon a majority vote of that party's legislative body.
 - 1.4 This Agreement shall not be terminated prior to _____, 19____ by either the City or the County and then only upon six months' written notice of intent to terminate.
 - 1.5 This Agreement may be amended at anytime during the duration of the Agreement when agreed to by all parties.
 - 1.6 This Agreement constitutes the entire agreement between the Cities _____ and may be modified only by further written agreement between the parties hereto.

II. Statement of Organization

- 2.1 The Mayor of Aberdeen, the Mayor of Cosmopolis, and the Mayor of Hoquiam are designated as the administrative representatives of the respective jurisdictions to the Police Agency.
 - 2.1.1 The Mayors shall act as a Board of Police Control on police matters affecting all three jurisdictions.
 - 2.1.2 Each Mayor shall maintain independent authority over police matters which are specifically and entirely related to the jurisdiction represented by the Mayor.
 - 2.1.3 The Chief is subordinate and will report to the Board of Police Control or individual Mayors as, based on subject matter, is appropriate.
- 2.2 The Board of Police Control will formulate and adopt general guidelines for the delivery of police services. The specific duties and powers of the Board include:
 - 2.2.1 To review and reach agreement as to contracts and arrangements between the Police Agency and other governmental units in the City, County, or State.
 - 2.2.2 To use any support agency or person, subordinate to one of the Board members, upon approval of that Mayor.
 - 2.2.3 To recommend, supervise, evaluate, and discipline the Police Agency Chief.
 - 2.2.4 To review budget requests of the Police Chief for the Police Agency and to recommend a budget, and any necessary budget amendments or transfers for the operation of the Police Agency.
 - 2.2.5 To agree on an annual Police Agency budget proposal which the individual Board members will, with the assistance of the Chief, submit to their respective legislative bodies for approval.

- 2.2.6 To determine and propose to the legislatures an appropriate allocation of costs for the operation of the Police Agency between the parties to this agreement in accordance with the stipulations and commitments established herein.
 - 2.2.7 To develop, review, and make recommendations regarding amendments or changes in this agreement.
 - 2.2.8 To establish the conditions of employment and supervise the Chief of Police Agency.
 - 2.2.9 As individuals, to provide the Police Agency Chief and the appropriate Police Division Commander with general policy directions for field police operations in the areas relating to their respective governmental jurisdiction.
- 2.3 The internal organizational arrangement, administration, and management of the Police Agency shall be consistent with the following guidelines:
- 2.3.1 The aforementioned stipulations of this Agreement equally apply herein.
 - 2.3.2 All necessary steps will be taken to ensure that Police Agency personnel in similar jobs will be of at least approximately equal minimum ability and competency.
 - 2.3.3 Police normal service delivery divisions will be defined and organized insofar as practicable consistently with the jurisdictional boundaries of the parties to this Agreement.
 - 2.3.4 Organizational arrangements shall ensure consistency among missions and goals included herein and the structure and activities of the Police Agency.
 - 2.3.5 Police Divisions will insofar as practicable contain a level of personnel proportionate to the financial support of the jurisdiction wherein the Division is located.

2.3.6 The cost of consolidated services (i.e. communications, jail, major case squad, planning, training, and other Command Center personnel and operations) will be divided in proportion to the ratio of each participant jurisdictions population to the total population of all participants.

III. Police Agency Chief:
Appointment, Responsibilities and Authority

- 3.1 The Police Agency Chief shall be selected and appointed in a manner established by the Board and approved by the legislative bodies of the party jurisdictions.
- 3.2 A personal services contract between the parties to this Agreement and the Chief shall be initiated at the time of the Chief's appointment. This contract shall specify the obligations of the contracting parties and the Chief's tenure, rate of pay, and conditions and procedures for removal from office. This contract shall remain in force for a period of two years at the end of which it will be subject for renewal. Only those conditions established within said contract shall be grounds for the Chief's removal from office.
- 3.3 The Chief shall be responsive to the directions of the Board and the individual member Mayors, as appropriate to other sections of the Agreement.
- 3.4 Subsequent to appointment, the Chief should be sworn and commissioned in all party jurisdictions.
- 3.5 The Chief shall have the authority to communicate with and report directly to the Mayor of each jurisdiction party to the Agreement.
- 3.6 The Chief shall have the authority to direct the administration and operations of the Police Agency, and in addition to policies established by the Board and Mayors, and the guidelines, parameters, and requirements established herein, shall establish other policies, directives, rules, and regulations for the administration of the Police Agency.
- 3.7 The Chief shall have direct responsibility for the

efficient and effective delivery of police services in all jurisdictions party to this Agreement.

- 3.8 The Chief shall serve as appointing authority for positions within the Police Agency other than his own and shall have the authority to dismiss any employee, consistent with the provisions of Washington State Law, Board and Civil Service regulations, and applicable union contracts.
- 3.9 The Chief shall transfer, promote, or discipline personnel of the Police Agency consistent with Washington State law, the procedures established by the Board of Police Control, applicable Civil Service regulations, and applicable union contracts.
- 3.10 The Chief shall authorize expenditures of appropriated funds for the administration and operation of the Police Agency and this authority shall be limited to only the Chief.
- 3.11 The Chief shall have the authority to make organizational changes within the Police Agency which are consistent and in compliance with this Agreement.
- 3.12 The Chief shall be responsible for the achievement of the mission and goals established herein and such other responsibilities and obligations imposed by the United States Constitution, Washington Constitution, and code and laws of Aberdeen, Hoquiam, and Cosmopolis.

IV. Employees

- 4.1 All police officers and non-commissioned police personnel presently employed by the parties to this Agreement shall be members of the Cooperative Police Agency; however, they shall retain the rights and privileges provided by the jurisdiction by which they were originally employed.
- 4.2 Future employees of the Police Agency shall be selected, hired, and managed consistent with the procedures established by the Board of Police Control and approved by the parties to this Agreement.
- 4.3 Each transferred employee, whether presently an Aberdeen, Cosmopolis, or Hoquiam police employee, shall be integrated in the Police Agency without

examination, and no present police employee transferred to the Police Agency shall suffer reduction of salary, suspension, layoff, or discharge as a result of this Agreement. Nor shall they lose accrued fringe benefits including accrued sick leave and vacations as a result of this Agreement.

- 4.4 Current employees shall for purposes of retirement, disability, and death benefits be maintained in their present systems, unless the Board offers an arrangement which the employees choose to accept as an alternative.
- 4.5 All sworn police officers shall be commissioned in all jurisdictions party to this Agreement. The costs of any legal defense arising out of this cross-commissioning will be equitably shared by the parties to the Agreement.
- 4.6 In so far as practicable, sworn personnel will be assigned to work primarily in a Police Division of the jurisdiction which initially hired them. However, decisions regarding the practicability of such assignments are the right of the Chief with appeal recourse to the Board for grieving employees.
- 4.7 In the absence of personnel procedures established specifically for the Police Agency, the procedures of the jurisdiction which initially employed a Police Agency employee will be applicable.

V. Facility and Cost Commitments

- 5.1 Each of the parties to this Agreement agrees to commit, as a minimum, to the Police Agency, the following:
- 5.1.1 The use of the current police facility (or alternative facilities which the Board deems acceptable), present police equipment, and reasonable energy and maintenance support for the facilities and equipment.
- 5.1.2 A share of the total budget for consolidated services equal to the ratio of the party's population to the total population of all parties to the Agreement.

5.1.3 The proportion of financial support necessary to provide the number of field personnel they wish assigned to provide police services in their respective jurisdictions.

VI. Termination

- 6.1 This Agreement can be terminated by any party hereto with six months' written notice after four calendar years from the date of the Agreement as specified in Sections 1.3&1.4 of this Agreement.
- 6.2 Upon termination of this Agreement, if it is not replaced by a like Agreement, the parties hereto shall be entitled to a transfer back to the respective parties of all property that has been transferred hereunder, or in the event the property has been replaced, then by the replacement for the property transferred. The parties shall mutually agree upon a division of the assets and liabilities and if they cannot so mutually agree, then the division of assets and liabilities shall be subject to division by an impartial arbitrator agreed upon by the Board of Police Control with each party paying a share of the arbitration costs equal to its population.
- 6.3 Upon termination of this Agreement, employees will be returned to the party by which they were originally retained. In the event this division of employees is unacceptable, the division and status of employees shall be subject to the arbitration process provided in 6.2 of this Agreement.

VII. Limitation

7.1 Nothing contained in this Agreement shall be construed as a grant of any legislative power by any party to the Agreement.

VIII. Construction

8.1 This Agreement shall be liberally constructed to effectuate the purposes expressed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(To be signed by Mayors of
Aberdeen-Cosmopolis-Hoquiam)



END