

LAW ENFORCEMENT ASSISTANCE ADMINISTRATION (LEAA)
POLICE TECHNICAL ASSISTANCE REPORT

SUBJECT: Review of Current Operating Practices
And Shared-Cost Arrangements of a
Consolidated Police Services Operation.

PROJECT NUMBER: 75-047/005

FOR: City of Pasco/Franklin County,
(Washington)

Chief A. M. Tebaldi, Pasco Police
Department
Sheriff R. M. Boyles, Franklin County
Sheriff's Department

NO
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CONTRACTOR: Public Administration Service
1776 Massachusetts Avenue, N.W.
Washington, D. C. 20036

CONSULTANT: Robert A. Lindquist

CONTRACT NUMBER: J-LEAA-002-76

DATE: July 15, 1976

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SECTION I. INTRODUCTION

On April 9, 1975, a joint request for technical assistance was made of the Law Enforcement Assistance Administration by the Police Department of the City of Pasco, Washington and the Sheriff of Franklin County, Washington.

The problem as set forth in the request was described as follows:

"City of Pasco Police and Franklin County Sheriff currently operate a joint facility with common records, communications, and crime laboratory. Technical assistance is needed to review the system, determine the problems, make cost sharing recommendations, and present advice on improving operational management of the jointly shared system so costs can be equitably divided between the (agencies)."

Chief A. M. Tebaldi, Pasco Police, was identified as the contact person.

In May, 1972, the Pasco Police Department and the Franklin County Sheriff's Office moved into a joint facility called the "Public Safety Building." The following functions of each agency were scheduled to be joint operations:

Dispatch
Records
Booking
Jail
Crime Lab

Personnel from both agencies were assigned to certain functions. Supplies were paid for on a pro-rata basis by each agency. The Police Department pays booking and lodging costs on a prisoner-day rate. There were certain "exchange of service" activities to offset some actual cost payments. Basically the answers to three questions were sought:

- (1) What percent of total cost of operation should be paid by each agency?
- (2) How should personnel assignments be handled?

(3) What would be the best way to handle supervision of combined functions?

Except for a short period in 1974 when a working agreement between both agencies was reduced to writing, there has been no clear written understanding to guide relationships between the agencies. Largely because of a lack of such a written understanding, differences have arisen over the equity of the cost sharing involved, clarification of supervisor/subordinate roles in jointly staffed operations, and the adequacy and format of certain record-keeping functions.

In order to evaluate the situation and arrive at any meaningful recommendations, it was necessary to view the overall and joint operations as they related to both agencies on a first-hand basis. It was also necessary to study the detailed budgets of each agency relating to the costs of joint operations and to arrive at some fair estimate of the level and extent in terms of man-hours employed of joint contributions of labor to functions where appropriate.

Some common denominator had to be agreed upon as the basis on which to apportion costs and measure the value of benefits received from the joint operations.

The following personnel were interviewed during the course of the engagement:

Chief A. M. Tebaldi, Pasco Police Department
Sheriff R. M. Boyles, Franklin County
Undersheriff Wally Bradley, Franklin County
Lt. Lou Smathers, Pasco Police Department
In charge of Records and Administration

Additionally, clerical and sworn personnel involved in records, dispatch and jail operations were interviewed as needed.

SECTION II. UNDERSTANDING THE PROBLEM

The actual problem addressed did not differ materially from that set forth in the technical assistance request or in Section I, supra. In its detail, the following elements were considered:

- (1) Is the original delineation of joint operations still factual?
- (2) Which of the parties is responsible for each joint operation?
- (3) What is the extent of contribution of labor or materials by the using agency to each joint operation?
- (4) What is the total cost of each joint operation, including user agency contribution?
- (5) Is there some common basis for apportioning costs and contributions to cost between the agencies?
- (6) Were there any management problems that could effectively frustrate the objective of smooth joint operations?
- (7) Is there any legal barrier to smooth joint operations?

It must be pointed out at the outset that the extent of review of management of both agencies was limited strictly to that necessary to evaluate the joint functions. There is no intent here to criticize or sit in judgment on the overall management of either agency, nor is it believed that such was intended by the working of the original request for assistance; although the request and related task assignment specifically alluded to a management review. This point is made strongly because there appeared to be some misunderstanding at the beginning of the engagement on this issue.

The following were understood to be the objectives of this study:

- (1) Determination of the simplest and most equitable way of determining costs of joint operations and their fair assessment of the users.
- (2) Recommendation of a suitable vehicle for resolving questions as to relative responsibilities for and benefits from joint

operations.

Both agencies are highly cognizant of their independent spheres of operations and their respective right to determine and satisfy requirements for information storage and retrieval, statistical analysis, and efficient communications. Additionally, both agencies are faced with somewhat severe budgetary restrictions and recognize the desirability of achieving economies through joint operations whenever possible. Because of the lack of a clear and mutually acceptable memorandum of understanding covering these joint operations, relations between both agencies are strained.

SECTION III. ANALYSIS OF THE PROBLEM

Based on interviews of the management of both agencies, the following appears to be an accurate matrix of responsibilities for joint operations:

	<u>Pasco</u>	<u>Franklin County</u>
Dispatch		X
Records	X	
Booking		X
Jail		X
Crime Lab	X	X

The obvious question of who really bore responsibility for Crime Lab operations was resolved early in the engagement when it was revealed that work volumes of both agencies were such that it became necessary for each agency to provide its own evidence technician. Thus "joint operation" in this instance is limited to joint use of space.

It was found, though, that purchase of supplies for the crime lab was still being done on a joint basis with each agency paying a pro-rata share of the cost of each order. The share for each was based on a pre-determined ratio of use (26% County and 74% City).

It appears that a more accurate (and less problematical) method would be for each agency to order for its own supply needs and pay for and stock its own supplies. The advantages of combined purchasing could still be attained by having one or the other agency place a combined purchase order for both. This would obviate any potential argument over the accuracy of the ratios employed.

Except for the foregoing brief observation, there was no need to spend much time on analysis of Crime Lab operations since this is no longer really a joint operation.

A review of jail and booking operations based largely on observation

and interview of jail personnel revealed these to be essentially straightforward operations of the Franklin County Sheriff for which the City pays \$10.90 per day. The only issue in dispute appears to be the prevailing practice of charging the full day rate for a prisoner who is merely booked but not lodged by a County officer.

Reference to an "Agreement for Lease of Space" between Franklin County and the City of Pasco dated March 16, 1970, provides for the City to pay for (1) Intake and (2) Detention, "The same to be adjusted annually to reflect the average per person intake cost and the average prisoner day cost of detention."

A fair reading of this agreement which has never been superseded would appear to require that a separate rate be determined for intake (booking) of a City prisoner by a County officer. It appears further that a fair rate for booking would consist in a charge merely for the County officer's time (basic hourly salary rate plus 17.4% fringe benefit cost) which, on an average, is spent in this operation. The amount of time required can be equitably determined merely by keeping actual time records for the booking operation for a short period of time (one to two weeks) and averaging the hours, or fraction thereof, spent in booking prisoners by dividing the total amount of time involved by the number of persons booked.

There appears to be no dispute over the fairness of the \$10.90 detention rate and the judgment of the writer confirms that this rate appears reasonable under the circumstances. It is also reasonable (and a fairly common practice) to charge the full day rate for detention as soon as a prisoner "hits the deck" whether or not he stays a full day or even eats a meal.

One further problem in relation to the jail remains and that is the fact that the City is required to provide some vacation relief for Sheriff personnel. The issue here is how to provide adequate recognition of the City's contribution.

The answer is simply that a time-keeping procedure be instituted for City officers working the jail and an adjustment made semi-annually or annually for the value of their time (including 21% for fringe benefits).

A review of the Records operation indicates that no material contribution to the Records function is made by Franklin County. Accordingly, the approach used was to analyze the total cost of the Records operation and to determine the share applicable to each agency based on the ratio of "calls for service." An analysis of the relative proportions of "case reports generated" was also made to see if the proportionate share of case reports squared with the findings on "calls for service." The only complete statistics available on "calls for service" were for 1974. "Case reports generated" for both agencies for November and December, 1975 and for January, 1976 were tabulated.

In the Dispatch area, functional responsibility rests with Franklin County but a significant contribution appears to be made by the City. Using actual costs for 1975 (to avoid a dispute as to the realism of 1976 budgetary estimates), the total costs of the Dispatch function including the value of the City's contribution, were determined. Proportional shares were determined by using the "calls for service" ratios.

A composite schedule of costs of both Records and Dispatch functions was prepared apportioning both costs and contributions to cost of both agencies for both functions. The net should represent the excess of benefit received by one agency over the other for which the other should be compensated.

SECTION IV. FINDINGS AND CONCLUSIONS

Crime Lab

Work volumes appear too heavy for either agency to handle the demands of both. The present arrangement of having each department provide its own evidence technician appears satisfactory.

It would be simpler for each agency to order and pay for its own lab supplies rather than be involved in pro-rata charges. There could still be joint purchasing to achieve economies of quantity discounts, etc.

Jail and Booking

The County charges the City \$10.90 per day for City prisoners lodged in the jail and for City prisoners booked, but not detained, by County officers. A long-standing agreement provides that there be a rate for "intake" and one for "detention." The City does not dispute the equity of the prisoner day rate for detention.

It appears that a separate rate for County booking of City prisoners should be established and charged.

The practice of charging the full day rate so long as a prisoner has "hit the deck" is a commonly accepted practice and is not contended.

Proportionate Shares of Cost

Using respective calls for service for 1974 as the base (Appendix I) the proportionate shares of work load appear to be 76.5% for the City and 23.5% for the County. (For practical purposes, these are rounded to an even 76% and 24%.) Using case reports generated as a test of the adequacy of the "calls for service" measure, it appears (Appendix II) that the 76%/24% split is reasonable.

Records

Appendix III sets forth the total actual cost of the Records operation

for 1975 as amounting to \$84,843. The relative shares for the County and the City are \$20,362 and \$64,481 respectively.

The City contributes 100% toward the Records operational cost.

Dispatch

Appendix IV sets forth the total actual cost of the Dispatch operation for 1975 as amounting to \$50,650. This includes the value of assistance provided by the City. The relative shares for the County and the City are \$12,156 and \$38,494 respectively.

Other Findings

(1) Overall Benefit -- Per Appendix V, Contributions Towards Cost, the City appears to have gained an overall benefit over the County from the joint operations amounting to approximately \$3,282 in 1975.

It would appear equitable that the City reimburse Franklin County for such benefit to achieve equity between the parties. Such a contribution would be in order for the 1976 fiscal year and could be "pegged" at, say, \$3,300 with an adjustment, if necessary, in December to reflect actual experience.

(2) No Contract -- It appears that the strain that is evident in relations between the two agencies would be alleviated if the entire understanding and agreement between them were reduced to written form and formally accepted by each.

(3) Centrex -- The building "Centrex" call director is stationed in the Pasco Police Records Area and this causes a certain amount of inefficiency since many non-police calls are necessarily received.

Furthermore, the Sheriff's Dispatcher is often swamped by having to take calls for the County as well as handle dispatching for several agencies.

It would appear to create no loss if the centrex call director were moved out of the Police and Sheriff's areas. It would then appear that phone calls for the Sheriff could be easily handled by the Police Records

Unit thus taking some of the "heat" off the dispatch crew.



SECTION V. RECOMMENDATIONS

General Recommendations

- (1) It is recommended that all terms of understanding of joint operations between Franklin County and the City of Pasco be reduced to writing. Appendix VI is a sample of a general standard interlocal contract form used by King County which could, with modifications, serve the needs demonstrated here.
- (2) Consideration should be given to merging the Dispatch and Records operations and having one or the other agency assume full responsibility for both. The using agency would then merely contract for Dispatch and Records service on a fee basis.

Specific Recommendations

- (1) Each agency should order and pay for its own crime lab supplies and discontinue having one agency buy all supplies and then charge the other agency a pro-rata cost.
- (2) A separate "intake" or booking rate should be developed and charged the City for city prisoners booked by County officers. Have County officers keep a record of their time involved in booking city prisoners for a short period of time (hours or fraction thereof) and divide by the total number of city prisoners booked during the survey period. Then multiply the average booking time by the average County officer's hourly rate (including 17.4% fringe benefits).
- (3) The City of Pasco should pay Franklin County approximately \$3,300 per year to equalize the respective benefits received from the joint operations, so long as the present working arrangement holds.

No attempt by either party should be made to recover for

immaterial amounts of assistance given to the other agency.

(Notwithstanding, the above recommendation, it is felt that both the City and the County are coming out amazingly even with their present working arrangements.)

- (4) All elements of joint operations should be spelled out in a written "Memorandum of Agreement" including such details as agreement on format of records, incident cards, case reports, etc. Define all supervisory/subordinate relationships.

Action Plan

Phase I -- Define the present working arrangement in a complete written instrument.

Phase II -- Explore and document the benefits and disadvantages of merging Dispatch and Records.

Step 1 --- Decide who should properly run the merged operation.

Step 2 --- Detail the personnel considerations of such a move. Benefits versus losses. (Employee involvement here would be helpful.)

Step 3 --- Develop pro forma costs of a merged operation and compare with current operations costs.

Step 4 --- If the costs are too high, relative to the benefits to be received, abort the proposal. Otherwise seek legislative/executive concurrence.

Step 5 --- Plan for the transfer of personnel.

APPENDICES

APPENDIX ICALLS FOR SERVICE
1974

	<u>PASCO</u> <u>POLICE DEPARTMENT</u>	<u>FRANKLIN COUNTY</u> <u>SHERIFF'S DEPARTMENT</u>
JANUARY	1,225	353
FEBRUARY	1,196	332
MARCH	1,316	383
APRIL	1,318	396
MAY	Not Available	Not Available
JUNE	1,329	415
JULY	1,524	489
AUGUST	1,641	513
SEPTEMBER	1,411	446
OCTOBER	1,286	441
NOVEMBER	1,166	377
DECEMBER	<u>691</u>	<u>176 (Incomplete Month)</u>
TOTAL	<u>14,103</u>	<u>4,321</u>

Total Calls For Service = 18,424

Relative Proportion City = 76.5%

County = 23.5%

APPENDIX IICASE REPORTS VOLUME

November and December, 1975
January, 1976 (To Date)

	<u>PASCO</u> <u>POLICE DEPARTMENT</u>	<u>FRANKLIN COUNTY*</u> <u>SHERIFF'S DEPARTMENT</u>
NOVEMBER	185	71
DECEMBER	187	56
JANUARY	<u>171</u>	<u>55</u>
TOTAL	<u><u>543</u></u>	<u><u>182</u></u>
Total Case Reports	<u><u>725</u></u>	
Proportionate Share ----- Pasco Police Department = 74.9%		
Proportionate Share ----- Franklin County Sheriff's Department = 25.1%		

*Includes "other"

APPENDIX IIIRECORDS COST
1975Salaries and Benefits:

1 Lieutenant	50% @	\$21,199	\$10,600
1 Police Clerk	25% @	12,197	3,049
3 Police Clerks	100% @	12,139	36,416
2 Police Clerks	100% @	11,500	<u>23,000</u>
Total Salaries and Benefits			\$ 73,065

Operating Costs:

Telephone		\$ 7,974
Insurance		104
Repair and Maintenance		1,200
Supplies (Estimated)		<u>2,500</u>
Total Operating Costs		\$ 11,778
TOTAL COSTS OF RECORDS		<u>\$ 84,843</u>

Based on calls for service a 76% Pasco and 24% Franklin County split would be reasonable. Thus, an apportionment of the above costs would be:

Pasco Police Department	\$ 64,481
Franklin County Sheriff's Department	\$ 20,362

APPENDIX IVDISPATCH COST
1975

Salaries and Benefits:

Sheriff's Department

2 Dispatchers	100% @	\$10,126	\$20,252
1 Dispatcher	100% @	9,046	9,046
1 Dispatcher	47% @	9,046	9,046

Pasco Police Department

5 $\frac{1}{4}$ Police Clerks	22.9% of	62,465	<u>14,304</u>
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Total Salaries and Benefits			<u>\$47,854</u>
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Operating Costs:

Sheriff's Department

Maintenance and Rental of Console, etc.			\$ 1,704
Teletype			546

Pasco Police Department

Teletype			546
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Total Operating Costs			<u>2,796</u>
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TOTAL COSTS OF DISPATCH			<u><u>\$50,650</u></u>
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Based on calls for service a reasonable distribution would be 76% Pasco and 24% Franklin County. Based on this, a reasonable apportionment of dispatch costs for each entity would be:

Pasco Police Department	\$38,494
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Franklin County Sheriff's Department	\$12,156
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APPENDIX VCONTRIBUTIONS TOWARDS COST
1975

	<u>FRANKLIN COUNTY</u> <u>SHERIFF'S DEPARTMENT</u>	<u>PASCO</u> <u>POLICE DEPARTMENT</u>
Apportionment of		
Records Cost	\$ 20,362	\$ 64,481
Dispatch Cost	12,156	38,494
	<hr/>	<hr/>
Total Costs to be		
Borne by Each	\$ 32,518	\$ 102,975
Operating Contributions		
By Each		
To Dispatch	(35,800)	(14,850)
To Records		(84,843)
	<hr/>	<hr/>
Excess of Cost Due		
From City of Pasco	<u>\$ (3,282)</u>	
Excess of Contributions		
Due to Franklin County		<u>\$ 3,282</u>

DRAFT
10/14/75

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APPENDIX VI

CONTRACTING DEPARTMENT/DIVISION _____
CONTRACT AMOUNT: _____
TERM: _____
TYPE OF SERVICE _____

INTERLOCAL SERVICES AGREEMENT

This AGREEMENT, entered into this _____ day of _____,
19____ between KING COUNTY (State of Washington), hereinafter refer-
red to as the "COUNTY", and the municipal corporation of _____
_____, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the County, pursuant to R.C.W. 39.34.010 and 39.34.080,
and Article I, Section 120 of the King County Charter, is desirous
of contracting with the City for the performance of _____

and

WHEREAS, the City is agreeable to rendering such services
on the terms and conditions hereinafter set forth and in considera-
tion of payments, mutual covenants and agreements herein contained.

IT IS, THEREFORE, covenanted and agreed as follows:

- 1. OBLIGATIONS: In consideration of the promises of the County
and payment of the sum hereinafter set forth, the City
promises to:

APPENDIX VI

CONTRACTING DEPARTMENT/DIVISION _____
CONTRACT AMOUNT: _____
TERM: _____
TYPE OF SERVICE _____

INTERLOCAL SERVICES AGREEMENT

This AGREEMENT, entered into this _____ day of _____,
19 _____ between KING COUNTY (State of Washington), hereinafter refer-
red to as the "COUNTY", and the municipal corporation of _____
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WITNESSETH:

WHEREAS, the County, pursuant to R.C.W. 39.34.010 and 39.34.080,
and Article I, Section 120 of the King County Charter, is desirous
of contracting with the City for the performance of _____

and

WHEREAS, the City is agreeable to rendering such services
on the terms and conditions hereinafter set forth and in considera-
tion of payments, mutual covenants and agreements herein contained.

IT IS, THEREFORE, covenanted and agreed as follows:

- 1. OBLIGATIONS: In consideration of the promises of the County
and payment of the sum hereinafter set forth, the City
promises to:

(A more detailed description is found in Exhibit 1, which,
by this reference is incorporated herein.)

In consideration of the promises of the City herein-
before set forth, the County promises to

(A more detailed description is found in Exhibit 2, which
by this reference is incorporated herein.)

2. COMPENSATION AND METHOD OF PAYMENT: The County shall reimburse the City for the services as delineated in this contract in the following manner:
-
-
3. TIME OF PERFORMANCE: This Agreement shall be effective on the _____ day of _____, 19____, and terminate on the _____ day of _____, 19____.
4. NON-DISCRIMINATION: The Contractor certifies that it is an equal opportunity employer and has developed and implemented an Affirmative Action Program in accordance with the guidelines contained in Revised Order 4 of the U.S. Department of Labor.
5. AUDITS AND INSPECTION: The records and documents with respect to all matters covered by this Contract shall be subject to inspection, review or audit by the County during the performance of this contract and seven (7) years after termination hereof.
6. MODIFICATIONS: The parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing, signed by both parties, and affixed to this original Agreement.
7. TERMINATION: This Agreement may be terminated only after thirty (30) days written notice received by one party, given by the other. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Any termination of this Agreement shall not terminate any obligation of either party matured prior to such termination.
8. HOLD HARMLESS: The City shall be responsible for the payment of any salary, wages, other benefits, and compensation to any County employee performing services for said County.

8.A. The City agrees to protect and hold harmless the County from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof arising in favor of third parties on account of personal injuries, death, or damage to property arising from the performance of services herein specified.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first herein above written.

COUNTY

CITY

Signature

Signature

Name

Name

Title

Title

APPROVED AS TO FORM AND LEGALITY:

King County Prosecuting Attorney

ATTEST:

Charles T. Collins
County Administrative Officer

END

7 11/15/1961