



Bainbridge Island Police Guild

No Confidence Vote

June 11, 2012

BAINBRIDGE
ISLAND POLICE
GUILD

Proudly serving
our community
since 1998

Bob Day
President

Denise Giuntoli
Vice President

Maurine "Mo" Stich
Treasurer

Victor Cienega
Secretary

June 11, 2012

Mayor Debbi Lester
280 Madison Avenue North
Bainbridge Island, Washington 98110

REF: Bainbridge Island Police Guild – Vote of No Confidence

Dear Mayor Lester,

I am writing to personally advise you that the Bainbridge Island Police Guild is respectfully submitting this letter as a result of a vote of No Confidence in Chief Jon Fehlman and request that he be removed from office.

The Guild feels that all other options have been exhausted.

Jon Fehlman was appointed Chief in 2009, and since that time the department has steadily deteriorated in terms of morale, performance, direction, vision, and most damaging the perception of the department's integrity and officers by the public. Of note is that the police officers are not responsible for most of these problems; the department administration is. The Guild has attempted to work with the Chief repeatedly, without success, and the problems have continued to escalate. The rank and file has the perception of poor executive leadership, indifference, lack of integrity and poor policy decisions. We feel the damage is such that it is not repairable under this administration.

Chief Fehlman has provided no short-term or strategic plan for the department, no sustained or open communication and has displayed a distinct lack of leadership. He sequesters himself from the majority of the department and has relinquished department decisions, deferring most to the city manager or others. The chief does not meet, engage or participate in discussions with his supervisory staff. This lack of structural cohesiveness has resulted in serious organizational problems.

The Guild is unaware of any other time in the history of the City where not only is morale non-existent but that every other aspect of police operations has been negatively impacted. Officers are leaving the department for other employment and as a result our patrol staffing is at the lowest levels since 1991. The Guild met with City Manager Brenda Bauer at least twice and met with Interim City Manager Morgan Smith once, in efforts to have corrective actions taken. However, each time the response was indifference, denial of the existence of any problems, and a refusal to take any action. Therefore, the Guild is asking the council to please take the appropriate actions before conditions degrade further.

The members of the police department take pride in their work and their service to the community. For too long the lack of leadership, integrity, and direction has continued to diminish our reputation, performance, morale, and ability to work with the community. Too often Guild members have been painted with the same brush due to Chief Fehlman's errors.

P.O. Box 4547 Rollingbay, Washington 98061

The Guild believes that Chief Fehlman has made poor management decisions and shown a lack of leadership, has violated department and city policy, as well as state law. Chief Fehlman's poor judgment continues to unnecessarily cost the City both time and money. As examples, the Guild believes and alleges the following;

- I. The Chief has been responsible for not reporting two motor vehicle collisions involving police vehicles. He was the driver in one of the collisions. In the other collision he directed that no accident investigation or report be done. These reports are required by State law and City and Department policy.
- II. The Chief may have perjured himself under oath in his deposition for a federal civil rights case by stating an oral reprimand had been given to a Guild member. This was simply not the truth. The Chief acknowledged that he had given a faulty press release at the time of a fatal shooting.
- III. After City Manager Brenda Bauer was terminated, city employees discovered a number of official police department case report files unsecured in her office. Police case files are not to leave the department and must be secured. Chief Fehlman either provided the reports or is responsible for others that provided the reports to Ms. Bauer.
- IV. The Chief received advance travel funds in late 2009. He did not submit expense receipts or any excess funds within ten days of his return as required by State law and City Ordinance.
- V. Chief Fehlman claimed he did not have knowledge of a reserve officer's criminal history. He then blamed a faulty background investigation. Neither of which is true.

There is a list of additional examples of concerns attached to this letter. The list of examples is by no means all inclusive; rather it serves as examples of concerns. The allegations in the letter and addendum would also be violations of the terms of Chief Fehlman's employment contract with the City, Section 1.C and 6D.3 and 5. Under the terms of Fehlman's contract the City is allowed to terminate his contract for cause and not be liable for any severance payment.

The officers and lieutenants want to take pride in and follow their chief. We are confident that a new chief of police can lead, manage and restore our police department to the professional status that we once enjoyed and can move beyond. The citizens deserve better. The Guild stands ready to work with the council and looks forward to that end.

Respectfully,



Bob Day

Addendum

What follows is a list of incidents and occurrences that demonstrate a pattern of incompetency on the part of Chief Jon Fehlman. It contains some of the issues that were brought to Ms. Brenda Bauer, (during her tenure) and to Interim City Manager Morgan Smith. Additional information is available upon request.

A) Unauthorized purchases and improper procurement of supplies and equipment

• Violation of City Policy

- I. Shortly after being named Chief of Police, Chief Fehlman purchased a Blackberry cell phone from a vendor at the Kitsap Mall for department use and expense. Chief Fehlman purchased the phone without going through the proper procurement process and without authorization. This transaction had to be corrected at an unknown cost to the City.
- II. The Chief then purchased a new Chevrolet SUV in a similar fashion (as the cell phone), without authorization. He was directed to return the vehicle to the dealership. He then made untrue complaints about the vehicle's engine racing when slowing or braking. The vehicle was eventually taken back by the dealership. It is unknown how much money the city lost as a result of this transaction.
- III. When the chief finally received City Council authorization to purchase a vehicle, he purchased a different SUV. He did not attach the Washington state exempt license plates to that vehicle for over a year. It is believed that he did not want his vehicle to be identified as a police/government vehicle.
 - The second SUV was ordered with third row seating. That additional option was justified as being needed so multiple officers going to the same training could use that vehicle for transportation. This vehicle was never used to transport officers to training unless the Chief was also going to the training, a rare occurrence. This vehicle however, was used to transport the Chief and his family to non-work related events on and off island. These off-island trips most often were to take his children to school or school related events including his transportation to and from football practice for his coaching position with an off-island High School.
- IV. When purchasing his third vehicle, also an SUV, the third row seating was not included in the original vehicle purchase. Instead, when the new vehicle was being equipped by Public Works the third seat was taken out of the old SUV and placed in the new SUV.
 - The cost of moving the third seat was at least as expensive as purchasing it installed in the vehicle, except it did not have to be justified in the purchase package and the transfer was listed as "maintenance" to the vehicle.
 - The purchase price of this vehicle also included "regular" (non-government) license plates.
 - This vehicle continues to be used to transport family and for personal uses.

B) Chief Fehlman's Involvement in Non-Reporting as Required

- **Violation of City Policy**
- **Violation of Department Policy**
- **Violation of State Law**

- I. Chief Fehlman received Advance Travel Funds in 2009 for a conference. Over a year later he had not provided the city with any receipts or accounting of how he spent the money as required by City Ordinance. State law requires an accounting or the return of excess funds within ten days of return from the travel.
- II. The Chief has failed to report two motor vehicle collisions involving police vehicles. In one instance, the Chief was driving his police SUV and had a collision causing rear end damage to his city vehicle. In another collision he was at the scene where a City police vehicle was rear-ended by another agency's police vehicle.
 - In the first collision Fehlman was the driver in a collision at the entrance to the Public Works yard on Hidden Cove. This collision caused over \$1,000 in damage to his SUV, with the repairs paid for by the City. The collision heavily damaged the rear bumper of the vehicle and it had to be replaced. The replacement cost and labor exceeded the state mandated reporting requirement of \$700.00. The collision was never investigated nor a state traffic collision report filed with the State Patrol. This collision was not reported as required by Department and City Policy. This was a violation of State Law and City and Department Policy.
 - The second collision occurred outside the City. Chief Fehlman was a passenger in another patrol car in a memorial procession for an officer killed in the line of duty. The Bainbridge patrol vehicle was rear-ended by an officer from another jurisdiction. The Chief directed that no accident investigation be done, no report filed with the State Patrol, and as a result the City paid for the over \$1,000 in repairs instead of the at-fault agency. He told the at-fault agency, "don't worry about it, we'll take care of it." The damage to the Bainbridge vehicle was repaired and there was little or no damage to the other vehicle. The repair cost to this police vehicle was over \$1000. Again, this was a violation of both Department policy and State law.

C) Chief Fehlman's Unauthorized Use of Police Vehicles

- **Violation of City Policy**
- **Violation of State Law**
- **Possible Violation of Internal Revenue Law**

- I. The Chief refused to put exempt license plates on his unmarked police SUV and drove the vehicle for about a year without any license plates attached to the vehicle. The Guild believes that this was done in an effort to avoid the attention he would have garnered driving a family around in a readily identifiable government vehicle.

- II. Then the Chief ordered special confidential license plates and put those on his police SUV. Again, the Guild believes this was done for the sole purpose of being able to continue using his police SUV as a family vehicle. The Guild is unaware of any other chief or the sheriff using these special confidential license plates on their assigned vehicles. The State law states "that personal use of vehicles with these plates is not authorized". The Chief's regular use of a city vehicle for such personal purposes *violates City and Department policy*. Due to Internal Revenue Service regulations governing unmarked police vehicles, the Chief's practice of the conversion of his take-home vehicle for substantial personal use *may violate federal tax law* unless he is paying for the taxable use of his city vehicle.
- III. The Chief regularly uses his unmarked police SUV as a family car. He uses it to drive children to and from school off the island, to and from football practice/games off the island. Employees have observed the Chief driving civilians or family members in his police SUV on and off the island. *This violates policy*.
- IV. While at an athletic event at an off-island High School a member of the chief's family was injured and air-lifted to a hospital in Seattle. The Chief drove his department vehicle, with other family members as passengers, from the school to the hospital utilizing emergency lights and siren. At issue here is the contrast to the way a similar incident was handled a few months later when an officer responded, in a similar fashion, to a shooting involving her significant other. That officer was investigated and was issued a written reprimand as discipline. This represents an inconsistent application of department policy.

D) Personnel and Labor Issues

- **Violation of City Policy**
- **Violation of State Law**
- **Violation of Civil Service**

- I. The Chief and Commander Shultz committed an unfair labor practice (ULP) by unilaterally making a decision requiring that officers write a certain number of traffic tickets to citizens, establishing a "quota" system. Immediately after the Guild filed the ULP with the Public Employment Relations Commission, the Chief rescinded the illegal order.
- II. Chief Fehlman ignored Civil Service Rules when he attempted to demote Bainbridge Island Police Lieutenants to sergeants without cause. The civil service commission ordered the Chief to immediately reinstate the affected parties to lieutenants. Chief Fehlman not only caused embarrassment to the department by not following the civil service rules, but wasted city funds on new sergeant badges and uniform items.
- III. The Chief gave his executive assistant authority to make operational decisions regarding the department. That individual had no public safety experience to make such decisions and was placed in a position where they effectively outranked members of the department command staff.

- IV. During the episode involving the hiring and subsequent firing of reserve officers, the Chief was notified well in advance of potential problems with a candidate. The Chief falsely claimed he had not been informed and that a faulty background investigation had been done. The Chief was told on more than one occasion that patrol officers would refuse to let the reserve officer ride with them due to his past history and behavior.
- V. On several occasions the chief has denigrated subordinates both publicly and to other city staff. (see the episode involving the reserve officer's background investigation)

E) Security Issues

- **Violation of City Policy**
- **Violation of Department Policy**
- **Violation of State Law**

- I. After City Manager Brenda Bauer was terminated, city employees discovered a number of official police department case files unsecured in her office. These reports contain such private and restricted information as names, birthdays, social security numbers, addresses and telephone numbers. Such reports typically also reveal sensitive information such as victim, witness and suspect statements. The access, dissemination and control of police reports are strictly governed by both law & policy and are, with few exceptions, restricted to law enforcement and criminal justice personnel. Access is on a "need to know basis". The City Manager has no authority by law or policy to access these files. Police case reports should be locked in a secure cabinet at the police station. Chief Fehlman would have had to authorize the release of these reports to Ms. Bauer, either by his own hand or delegating the release to another member of the department. *This violates City and department Policy and as well as State law.*
- II. The Chief used his influence and authority to order a department firearms armorer (also a Guild member) to perform repair & maintenance on a shotgun belonging to the Chief's friend. This was not a department-owned firearm. *This violates policy.*
- III. The Chief left firearms unsecured in his city vehicle. Public Works and police employees discovered a shotgun shoved underneath or between the seats of his SUV when work was being performed on the vehicle. In the unlocked storage box in the rear of the SUV were several handguns. *This violates a strict department policy and possibly the law.*

F) Chief Fehlman's Actions and Comments in Ostling Case

- **Violation of City Policy**
- **Violation of State Law**
- **Violation of Department Policy**

- I. In a recent deposition relating to a federal civil rights court case, the Chief testified, under oath, that he gave a faulty press release to the media based on bad information he received from a Guild member. The Chief testified that as a result of receiving this bad information, he gave the Guild member an oral reprimand. Fact: No Guild member was ever counseled or had any disciplinary action taken against them. The Chief's statement under oath *violates policy and state laws relating to perjury or false swearing*.
- II. Chief Fehlman's actions and comments in handling of the Ostling shooting were problematic.
 - Talked with involved officers directly about the incident "off the record".
 - The Chief ordered that no Bainbridge personnel would be involved in the investigation, ignoring the investigative agency's offer or request that one be assigned. No shooting review of this incident was ever done, only what he called a tactical review. Per GOM 11.070 (D) – Deadly Force Incidents – a department review board will be convened.
 - The Chief released inaccurate information to the media in violation of his own mandate that no Bainbridge member would have involvement. Chief Fehlman gave press releases that should have been the sole responsibility of the Kitsap County Sheriff's Office. Chief Fehlman inappropriately released the names of the officers involved, within twenty-four hours of the incident which was a major deviation from industry "best practices".

G) Lack of connection to the community

- **Violation of City Policy**
- **Violation of State Law**
- **Violation of Department Policy**

- I. Chief Fehlman became chief and replaced the department's ethics and mission statement with a simple "One Mission, One Team" statement. By doing so, the unstated policy appears to place department ethics beneath and subordinate to the Department "mission". Although the Chief has never stated exactly what his "one Mission, One Team" logo means. The chief has made no effort to develop a long-range or strategic plan for the department, nor communicate immediate goals or objectives. Chief Fehlman has shown no communication or leadership in this area. *This demonstrates poor executive skills & decision-making*.

- II. During an outside department review of how complaints are processed and investigated the Chief's lack of understanding and knowledge on the subject led the consultant to conclude that the department's internal review and professional standards were inadequate. The report that the city paid for was tragically flawed by the Chief's lack of knowledge of department practices.
- III. The Chief denied an applicant's admission to the Citizen's Academy based on personal bias. Acceptance to the Citizen's Academy is based on screening for any criminally disqualifying factors, not on an applicant's political or personal views. An applicant was unable to get into a citizen's academy due to the class being full and was told that she would be in the next class. However, the same applicant was specifically denied admission to the following Citizen's Academy solely based on the Chief disagreeing with her personal and political positions. Another citizen was denied access to citizen ride-alongs, not due to disqualifying factors, but because of the Chief's personal bias and dislike of him. The Chief's refusal to participate in community forums is counter to Community Policing Concepts that the chief espouses. *This violates City Policy and demonstrates poor executive skills & decision-making.*
- IV. The Chief has made no attempt to understand Bainbridge Island or its citizens' philosophy in the community he is serving. His constant references to "how California does things" reflects poorly in his ability to understand this community and caring about the values of Bainbridge Island.
- "Restorative Justice" versus Diversion Board
 - Has refused to meet with certain community group forums that he feels are compromised by "a bunch of haters".
 - The Chief appears to only participate in forums that are scripted or that he can control or are favorable to him.
 - The Chief's lack of leadership skills and understanding this community has created a chasm between the citizenry and the police department as well as deep divisions between top command and department members.

This demonstrates poor executive skills & decision-making.

DIRECTOR EMPLOYMENT AGREEMENT

THIS DIRECTOR EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of October, 2009, by and between the City of Bainbridge Island, Washington, a municipal corporation of the State of Washington (the "City" or "City"), and Jon Fehlman ("Employee").

RECITALS

- A. The City is a municipality organized under the laws of the State of Washington. The City Manager, as the chief administrative official of the City, appoints the Employee.
- B. Since December 1, 2008, Employee has been employed by the City in the position of Deputy Chief of Police of the Police Department.
- C. Since February 1, 2009, Employee has been employed by the City in the position of Interim Chief of Police of the Police Department.
- D. The City desires to secure and retain the services of Employee as Chief of Police of the Police Department and to provide an inducement for Employee to remain in such employment.
- E. The City desires to provide certain benefits, establish certain conditions of employment and set the general working conditions for Employee.
- F. Employee desires to accept employment as Chief of Police of the Police Department for the City in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties agree as follows:

SECTION 1. DUTIES

- A. The City agrees to employ the services of Employee as Chief of Police of the City's Police Department (the "Department"). Employee shall have the following powers and duties:
 - 1. Perform the functions and duties that are specified in Bainbridge Island Municipal Code, City ordinances and resolutions.
 - 2. Under the general direction of the City Manager, manage, administer and direct the Department's functions and operations.

3. Administer Department contracts consistent with the terms and conditions of such contracts and within budget appropriations.
 4. Provide policy advice to the City Manager and the City Council.
 5. Organize and plan on a timely basis the annual Department budget in accordance with state law and in conjunction with other City departments and the City Manager.
 6. Maintain open communications with the community and promote responsive and courteous public services.
 7. Perform other legally permissible and proper duties and functions as the City Manager may from time to time assign.
 8. Perform other legally permissible and proper duties and functions necessary to perform the office of the Chief of Police of the Police Department.
- B. Employee will report to and be supervised by the City Manager.
- C. Employee agrees to accept employment and act as Chief of Police for the City and to perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the State of Washington and the City.
- D. Employee shall not engage in any activity that is, or may become, a conflict of interest, as defined by Washington law, or would be incompatible with the position of Chief of Police, or enter into a prohibited contract, as defined by Washington law.

SECTION 2. STATUS AND TERM

- A. Employee shall be employed for an indefinite term, commencing upon execution of this Agreement, and shall serve at the pleasure of City Manager. Employee shall be considered an "at-will" employee of the City.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the City's right to terminate this Agreement, with or without cause, at any time, subject only to the provisions set forth in Section 6 of this Agreement, applicable federal, state and local laws, and the City's Employee Manual. To the extent there is any conflict between the language of this Agreement and the Manual, the language of this Agreement shall control.

- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign and terminate this Agreement at any time, subject only to the provisions set forth in Section 6 of this Agreement.
- D. Employee agrees to remain in the exclusive employ of City and shall neither accept other employment nor become employed by any other City without the prior written approval of the City Manager. The term "employed" and derivations of that term as used in the preceding sentence shall include employment by another legal entity or self employment, but shall not be construed to include occasional teaching, writing, or consulting performed on Employee's own time, and with the advance approval of the City Manager.

SECTION 3. SALARY

- A. The City agrees to pay Employee a starting base salary of One Hundred Twenty-Seven Thousand Five Hundred Thirty Dollars (\$127,530) per annum for his services, payable in equal installments at the same time as other employees of the City.
- B. Employee shall be eligible to receive an annual step increase in accordance with the following base salary schedule:

Range	Position	Minimum	Maximum	Step A	Step B	Step C	Step D	Step E
22	Chief Of Police	107,623	134,952	107,623	113,887	120,516	127,530	134,952

Said step increase is not guaranteed and is at the discretion of the City Manager, based upon Employee's job performance as reflected in the Employee's annual performance evaluation as described in Section 8. The final step increase and maximum amount under the salary schedule is One Hundred Thirty-Four Thousand Nine Hundred Fifty-Two Dollars (\$134,952).

- C. The parties agree that Employee may receive an appropriate cost-of-living adjustment on an annual basis, compatible with Employee's performance and not lower than the amount granted to other non-represented City employees. It is understood that said adjustment is not guaranteed and is at the discretion of the City Manager.
- D. The Employee shall also be eligible to receive an annual merit payment. Said merit payment is not guaranteed and is at the discretion of the City Manager based upon the Employee's job performance as reflected in the Employee's annual performance evaluation as described in Section 8. If paid, said merit payment shall be in amount that equals up to five percent (5%) of the annual base salary of Employee and shall be paid by the end of the respective year for which it is earned.

- E. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City's compensation policy.

SECTION 4. BENEFITS

- A. Employee shall continue to accrue vacation leave at a rate set forth in the City's Employee Manual that reflects his years of employment with the City up to a maximum accumulation of three hundred twenty (320) hours.
- B. Employee shall continue to accrue sick leave at the rate of eight (8) hours per calendar month of employment.
- C. Employee shall receive ninety-six (96) hours of management leave per annum.
- D. Employee shall be entitled to no less bereavement leave than that provided to other non-represented employees of the City.
- E. Employee shall have the use of a Police Department vehicle. In the event that Employee uses his own vehicle for City-business related trips, the City shall reimburse Employee for such use in accordance with the then-current IRS approved mileage rate.
- F. The City shall provide Employee with a cell-phone and/or personal digital assistant (PDA). Employee shall use said cell phone and/or PDA in accordance with City policies regarding such use.
- G. The City shall pay one hundred percent (100%) of the medical insurance premiums for Employee but the Employee and the City shall share the costs of the medical insurance premiums for Employee's spouse and dependents in accordance with the following:
 - Effective upon execution of this Agreement, Employee shall pay ten percent (10%) of the medical insurance premiums for the Employee's spouse and dependents.
 - Effective January 1, 2010, Employee shall pay fifteen percent (15%) of the medical insurance premiums for the Employee's spouse and dependents.
 - Effective January 1, 2011, and for subsequent years during the term of this Agreement, the rate of the Employee's contribution for medical insurance premiums for the Employee's spouse and dependents shall be the same as that for other non-represented employees of City.
- H. The City shall make available to Employee, his spouse and dependents the same dental insurance and vision plan that is provided to non-represented employees of

the City. The City shall pay one hundred percent (100%) of the premiums for said dental insurance and vision plan for Employee, his spouse and dependents.

- I. The City shall make available to the Employee, his spouse and dependents the same Employee Assistance Plan that is made available to non-represented employees of City. The City shall pay one hundred percent (100%) of the premiums for said Employee Assistance Plan for Employee, his spouse and dependents.
- K. The City shall pay one hundred percent (100%) of the premium for term life insurance in the amount of One Hundred Thousand Dollars (\$100,000.00). The Employee shall name the beneficiary(ies) of said term life insurance.
- L. The City shall pay one hundred percent (100%) of the premium for long-term disability insurance for Employee with no more than a 90-day elimination period.

SECTION 5. RETIREMENT AND DEFERRED COMPENSATION

- A. Employee is enrolled in the Law Enforcement and Fire Fighters Plan of Washington ("LEOFF") and the City shall make all legally required City contributions for Employee's participation in said system. Employee shall be responsible for paying all legally required Employee contributions for Employee's participation in said retirement system.
- B. In addition to City's payment to LEOFF, described above, City shall pay an amount equal to 4.0 percent (4%) of Employee's current annual base salary into a qualified Section 457 or similar program designated by Employee, as deferred compensation, in equal proportionate amounts for each pay period. City shall execute all necessary agreements required to establish such a plan.

SECTION 6. RESIGNATION, TERMINATION AND SEVERANCE PAY

- A. The Employee may resign at any time, with or without cause, and shall give City at least thirty (30) days' advance written notice of the effective date of his resignation. The City may at any time terminate Employee without cause upon thirty (30) days' advance written notice.
- B. This Agreement shall be terminated upon the death or permanent disability of the Employee.
- C. If Employee is terminated by the City without cause, and during such time the Employee is willing and able to perform Employee's duties under this Agreement, the City shall pay Employee severance as described in paragraph E of this section.

D. The following reasons shall constitute grounds to terminate this Agreement with cause and without payment of the severance provided in paragraph E of this section:

1. A breach of this Agreement or the repeated neglect by Employee to perform the duties Employee is required to perform under this Agreement that continues after written notice and a 30-day cure period;
2. Conviction of any criminal act relating to employment with the City and/or affecting the ability of Employee to carry out the duties and responsibilities of the position of Chief of Police;
3. Conduct, relating to City employment, which, while not criminal in nature, violates the Personnel Manual or other reasonable standards of professional and personal conduct in some substantial manner; and
4. Conviction of any felony offense.
5. Mental or physical unfitness that prevents the Employee from carrying out the essential functions and/or duties of the position of Chief of Police.
6. Loss of law enforcement commission.

E. Severance payment.

If Employee is terminated as Chief of Police by the City without cause or requested to resign for the convenience of the City during such time as Employee is willing and able to perform Employee's duties as Chief of Police under this Agreement, the City shall pay Employee, as severance, a cash payment equal to six (6) months of Employee's then current annual compensation (defined as annual base salary; deferred compensation as described in Section 5(B); five percent (5%) merit pay; and amount paid by City for Employee's health, dental and vision coverage), and City shall extend and pay for health coverage benefits for six (6) months. Such payment shall fully and finally release the City from any and all further obligations to Employee under this Agreement. Further, the payment of said severance is expressly conditioned upon the Employee and the City executing an employment release and settlement agreement in a form that is mutually agreeable to the City and the Employee. Any severance shall be paid in a lump sum within thirty (30) days of termination unless otherwise agreed to by City and Employee.

F. It is understood that after notice of termination or resignation in any form, Employee and the City will cooperate to provide for an orderly transition. Specific responsibilities during such transition will be specified in a written separation agreement. If Employee is terminated without cause, Employee may

request, and if requested, Employee shall be given an opportunity for a public name clearing with the City Manager and City Council.

SECTION 7. HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for City, and to that end Employee shall be allowed to establish an appropriate work schedule that allows time away from the office during normal office hours. It is expected that Employee will work at least forty (40) hours a week. The parties recognize that Employee will be exempt from the provisions relating to overtime payment and compensatory time under the Fair Labor Standards Act.

SECTION 8. PERFORMANCE EVALUATION

The City shall review and evaluate the performance of Employee on an annual basis. Performance evaluations shall be conducted by the City Manager. Employee shall be provided with a written copy of the evaluation.

SECTION 9. PROFESSIONAL DEVELOPMENT

The City shall budget and pay for the professional dues and subscriptions of Employee and associated costs (including travel, lodging and meal expenses) reasonably necessary for his continuation and full participation in regional, state and local associations and organizations that are necessary and desirable for his continued professional participation, growth and advancement to better serve the interests of the City.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Manager may fix in writing any such other terms and conditions of employment, as they may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or applicable federal, state and/or local law. All provisions of Bainbridge Island Municipal Code, City ordinances, City regulations, City rules and the Manual as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of the City, except as may be specifically agreed upon herein.

SECTION 11. INDEMNIFICATION AND BOND

Beyond that required under federal, state or local law, the City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief of Police or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Employee may request, and the City shall not unreasonably refuse to

provide, independent legal representation at City's expense, and City may not unreasonably withhold approval. Legal representation, provided by the City for Employee, shall extend until a final determination of the legal action, including any appeals brought by either party. The City shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including reasonable attorneys' fees, and any other liabilities incurred by, imposed on, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this section, to be available. Employee recognizes that the City shall have the right to compromise and settle any claim or suit arising out of or in connection with the performance of Employee's duties as Chief of Police.

SECTION 13. MISCELLANEOUS PROVISIONS

- A. Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.
- B. Provisions Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall no affect the validity of the remainder of the Agreement.
- C. Rights and Remedies. The rights and remedies provided in this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- D. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- E. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Washington.
- F. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this document.
- G. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

- H. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- I. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- J. Notices. All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service, or by leaving a copy of such notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested, addressed as follows:

CITY:

City of Bainbridge Island
c/o City Clerk
280 Madison Avenue North
Bainbridge Island, WA 98110

EMPLOYEE:

Jon Fehlman
13429 Graywolf Place NE
Poulsbo, WA 98370

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown on the addressee's registry of certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

- K. Appropriations. No commitment of public funds will be made prior to the approval of this Agreement. The terms of this Agreement are contingent upon sufficient appropriations being made by the City Council for the performance of this Agreement. If sufficient appropriations are not made, this Agreement shall terminate subject to the conditions subsequent concerning notice and severance payment being given by the City to Employee as provided in Section 6(F) of this Agreement. Termination pursuant to the terms of this Agreement shall not result in any claim for payment or damages by Employee or the City. The City's decision as to whether sufficient appropriations are available shall be accepted by Employee and shall be final.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by the City Manager, and Employee has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

CITY OF BAINBRIDGE ISLAND

EMPLOYEE

By: _____
Mark Dombroski, City Manager

By: _____
Jon Fehlman

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Paul McMurray
City Attorney

City of Bainbridge Island
DEPARTMENT OF PUBLIC SAFETY
GENERAL INFORMATION BULLETIN
2005-010



SPECIALTY POSITION ROTATION - ANNOUNCEMENT

As announced at the May 13, 2005 All Hands Meeting, all specialty positions will be rotated. Rotation shall be as follows: WestNET every two (2) years, Traffic Specialist* every two (2) years, Marine Officer every three (3) years, Community/School Resource Officer every two (2) years, Detective every three (3) years, and K-9 Handler every four (4) years. Rotation of these positions will occur at the same time each year, namely, September 1st, except for this year when the rotation will occur on November 1st, 2005.

Positions posted for rotation in 2005 will be:

COMMUNITY/SCHOOL RESOURCE OFFICER

DETECTIVE(S)

TRAFFIC SPECIALIST*

Please submit your Letter of Interest and any supporting documentation for the above-listed specialty positions directly to Chief Haney no later than September 27th, 2005.

Please do not hesitate to contact Chief Haney with any questions, comments, suggestions or concerns you may have regarding these openings.

* Traffic Specialist equates to a full-time traffic enforcement officer, NOT necessarily the Collision Investigators who are responsible for investigating fatal and serious injury accidents.

employee conduct

3.01 STANDARDS OF CONDUCT

The City of Bainbridge Island strives to provide outstanding public service, and the City Manager and the City expect excellence from each and every employee. Each employee was selected to work for the City based on the belief that he or she would be able to fulfill that expectation.

It is important to establish certain expectations regarding employee conduct to ensure efficient City operations, and for the benefit and safety of all employees. As a general matter, employees should conduct themselves in a professional manner and use good judgment in performing their job duties.

Employees should adhere to the City's Core Values which were adopted by Resolution 97-25:

City of Bainbridge Island Core Values

SERVICE HELPFULNESS INNOVATION

We are committed to providing service to the people of Bainbridge Island and to each other that is courteous, cost effective and continuously improving.

INTEGRITY

We will treat one another and the citizens of Bainbridge Island with honesty and integrity, recognizing that the trust that results is hard won and easily lost. We pledge to promote balanced, consistent, lawful policies and directives, in keeping with that integrity and the highest standards of this community.

EQUALITY FAIRNESS MUTUAL RESPECT

We pledge to act with the standard of fairness and impartiality in the application of policies and directives and that of equality and mutual respect with regard to interpersonal conduct.

RESPONSIBILITY STEWARDSHIP RECOGNITION

We accept our responsibility for the stewardship of public resources, and our accountability for the results of our efforts, and we pledge to give recognition for the exemplary work.

approved by the City. Employees requesting such mileage reimbursement shall submit mileage reimbursement forms on a monthly or quarterly basis in the form and manner prescribed by the Finance Department. Commute miles (round-trip distance between employee's residence and regular place of work) are not reimbursable.

Employees who operate personal vehicles for City business shall have and maintain auto liability insurance coverage in accordance with state law.

Use of City Vehicles. In addition to the above generally-applicable standards and any standard operating procedures or rules established by your Department, the following requirements apply to employee use of City vehicles:

Employees operating City vehicles must report any theft or damage involving a City vehicle to fleet management, their immediate supervisor, Department Director or the City Manager regardless of the extent of damage. Such reports must be made as soon as possible, and no later than one working day after the incident.

City vehicles shall be used for City business purposes only, provided that incidental personal use is permitted.

Non-employees are prohibited from operating City vehicles. Non-employees may be passengers in City vehicles in connection with City business.

Non-employee, non-business passengers are prohibited from riding in City vehicles without prior supervisor approval.

Operators and passengers of City vehicles and equipment shall wear seat belts.

Before driving a City vehicle, the employee should walk around the vehicle to assess general appearance and condition. A City vehicle must not be driven if there is any malfunction that will affect the safety of the vehicle and its occupants. All unsafe conditions (involving lights, brakes, tires, etc.) shall be immediately reported to the designated fleet managers and repaired before the vehicle is driven.

CDL-licensed drivers will perform the required pre-trip inspection using a form provided by their department before driving the vehicle.

Employees operating City vehicles shall be responsible for fueling vehicles. Vehicle fueling will generally occur at the Operations and Maintenance facility. Operators of City vehicles shall keep fuel levels above the one-quarter tank mark.

City vehicle operators shall be responsible for checking oil and water levels, tire pressure and condition while fueling, or not less than once per month and record it in the provided Log Book kept in the vehicle.

Operators shall keep the interior of vehicles clean.

Vehicle operators shall properly remove ignition keys, secure and lock the vehicle any time during which the vehicle is parked and unattended.

City vehicles must not be left running when unattended.

The use of alcohol and lighted tobacco products is prohibited in all City vehicles and equipment.

Taking City Vehicles Home. City vehicles may be assigned on a take-home basis in accordance with the following:

- Employees who, on a continuous basis, have primary supervisory responsibilities (first call-out) in case of an emergency and whose immediate response is required to save life or property.
- Employees who are stand-by in case of emergency and who require special tools and equipment carried in their assigned vehicles in order to perform their emergency duties.
- Employees who have an early departure or late return from assigned classes or conferences.
- Assigned vehicles shall be used in the conduct of City business.
- Employees shall not perform any maintenance, including washing or waxing, on City vehicles on off-duty time. All maintenance shall be performed only while on duty unless prior approval of the supervisor has been obtained.

Vehicle Accident Reporting. If an employee is involved in an accident while on City business, the City employee who operated the City vehicle, equipment, or a personal vehicle involved in the accident shall do the following:

1. Notify his/her supervisor and fleet services immediately.
2. Notify local law enforcement authorities.
3. Remain at the scene of the accident until released by his/her supervisor and/or appropriate law enforcement authority.

4. Obtain names and addresses of the other party or parties involved in the accident and any witnesses.
5. Under no circumstances, give statements or talk with anyone except law enforcement officers and management personnel about the accident at the scene or after leaving the scene, without first obtaining approval from the Department Director.
6. Except as otherwise required under this policy, shall not sign or place his/her signature upon any papers or documents related to the accident, except for official police reports and ticket citations, without prior approval from the Department Director.
7. Take photos (if possible).
8. In the event that there is a reasonable suspicion that the employee is under the influence of a controlled substance and/or alcohol, the employee shall submit to drug and alcohol testing in accordance with the City's Drug and Alcohol Testing Policy.
9. If the employee is required to have a CDL and is subject to the City's Commercial Driver's License Standards Policy, the employee shall submit to post accident and/or other drug and alcohol testing as required under said policy.
10. Complete and submit the Employee Accident/Injury Report and Vehicle Accident Form not later than one working day or upon returning to work after the accident. A vehicle accident reporting kit (including accident forms and proof of insurance) is in each City vehicle.

The Supervisor shall:

1. Notify the Police Department if the vehicle operator has not already done so.
2. Notify Human Resources immediately during regular duty hours. After duty hours, accidents resulting in death or severe personal injuries shall be reported to the employee's Department Director.
3. Notify Human Resources immediately if there is reasonable suspicion for possible drug and/or alcohol testing, and/or a need for post-accident drug and alcohol testing.

4. Complete and submit the Supervisor Accident/Injury Report to Human Resources not later than one working day or upon returning to work after the accident.
5. If the employee was injured, fill out the appropriate worker's compensation forms at the medical provider's office.

Accident Investigation. In the event that a City employee is involved in an accident while driving a City vehicle, the City will conduct a thorough investigation. Depending on the facts surrounding the accident, the employee may be subject to disciplinary action up to and including discharge.

3.10 OPEN DOOR POLICY

The City believes that candid and constructive communication is essential to the smooth functioning of our workplace and to maintaining an atmosphere of mutual respect. Accordingly, the City maintains an "open door" policy, which means that you are welcome to discuss any suggestion, concern or other feedback with Human Resources, or with your supervisor, Division Manager, Department Director or the City Manager.

The majority of misunderstandings are satisfactorily resolved by a thorough discussion and mutual understanding between the parties involved. Generally speaking, it is best to discuss any concerns with your immediate supervisor first. If you are unable to reach a satisfactory resolution with your supervisor or are not comfortable discussing the issue with your supervisor, you are welcome to discuss the matter with your Division Manager, Department Director, the City Manager or Human Resources.

If you believe that you or another employee has been subject to workplace harassment or discrimination, you should report this immediately in accordance with the policy on Unlawful Harassment set forth in this Manual.



Department
of the
Treasury

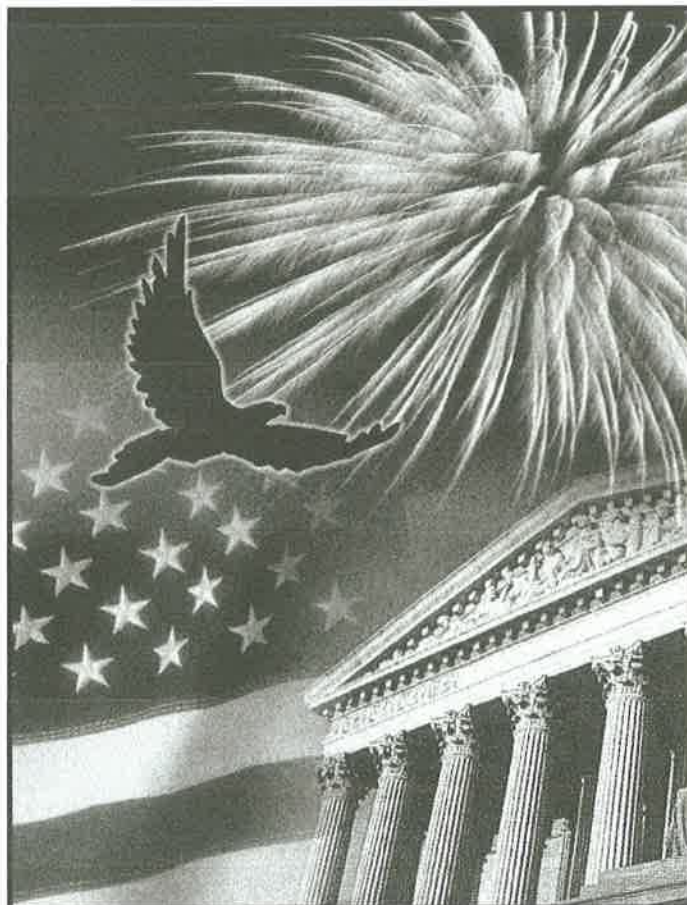
Internal
Revenue
Service

Publication 463

Cat. No. 11081L

Travel, Entertainment, Gift, and Car Expenses

For use in preparing
2011 Returns



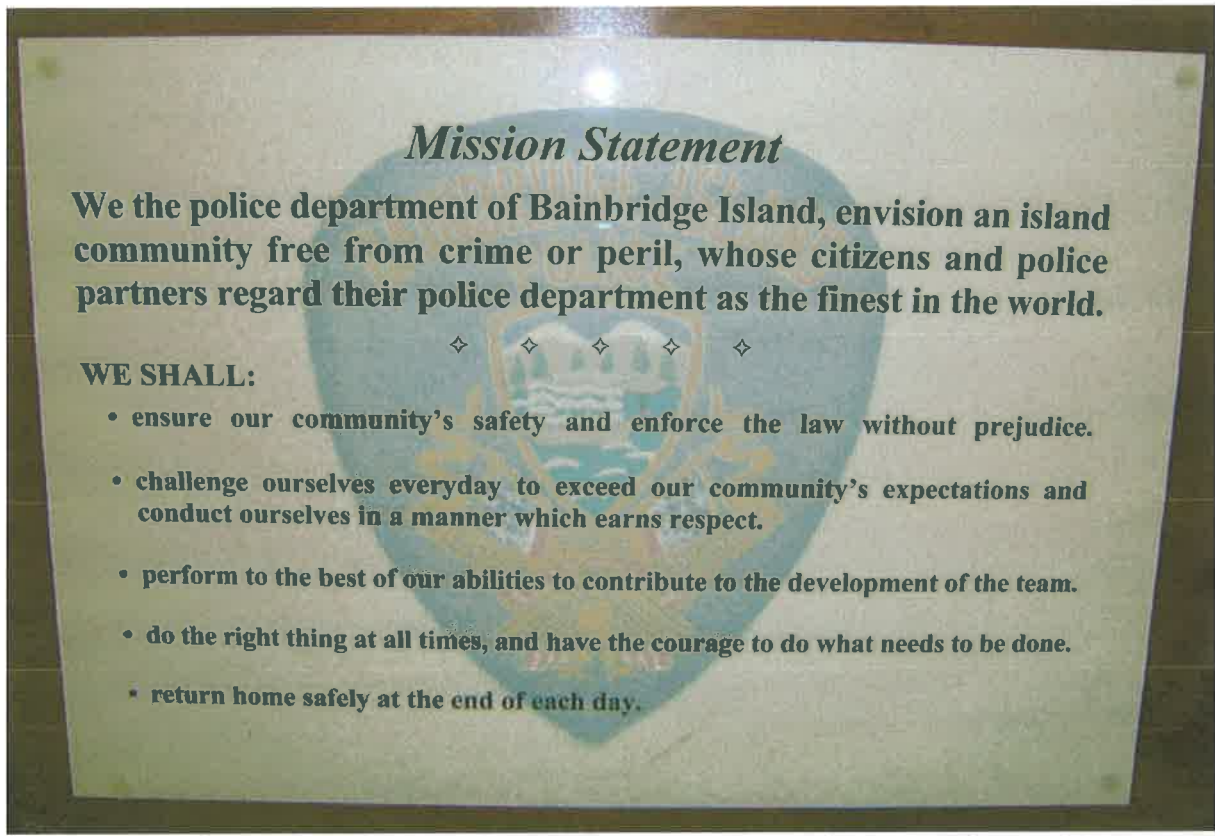
**Get forms and other information
faster and easier by:**

Internet IRS.gov

Contents

What's New	2
Reminder	2
Introduction	2
1. Travel	3
<u>Traveling Away From Home</u>	3
<u>Tax Home</u>	3
<u>Tax Home Different From Family Home</u>	3
<u>Temporary Assignment or Job</u>	4
<u>What Travel Expenses Are Deductible?</u>	4
<u>Meals</u>	5
<u>Travel in the United States</u>	6
<u>Travel Outside the United States</u>	7
<u>Luxury Water Travel</u>	8
<u>Conventions</u>	9
2. Entertainment	9
<u>Directly-Related Test</u>	9
<u>Associated Test</u>	10
<u>50% Limit</u>	10
<u>Exceptions to the 50% Limit</u>	11
<u>What Entertainment Expenses Are Deductible?</u>	12
<u>What Entertainment Expenses Are Not Deductible?</u>	13
3. Gifts	13
4. Transportation	14
<u>Car Expenses</u>	15
<u>Standard Mileage Rate</u>	15
<u>Actual Car Expenses</u>	16
<u>Leasing a Car</u>	25
<u>Disposition of a Car</u>	26
5. Recordkeeping	26
<u>How To Prove Expenses</u>	26
<u>What Are Adequate Records?</u>	26
<u>What If I Have Incomplete Records?</u>	28
<u>Separating and Combining Expenses</u>	28
<u>How Long To Keep Records and Receipts</u>	28
<u>Examples of Records</u>	29
6. How To Report	29
<u>Where To Report</u>	29
<u>Vehicle Provided by Your Employer</u>	29
<u>Reimbursements</u>	29
<u>Accountable Plans</u>	30
<u>Nonaccountable Plans</u>	33
<u>Rules for Independent Contractors and Clients</u>	33
<u>Completing Forms 2106 and 2106-EZ</u>	33
<u>Special Rules</u>	35
<u>Illustrated Examples</u>	35
7. How To Get Tax Help	41
Appendices	42
Index	56

Mission Statement prior to Jon Fehlman



The Chief ordered the Mission Statement removed from the patrol room wall and replaced with:

Chief Fehlman's "Logo"



What does this mean?



APPLICATION FOR CONFIDENTIAL OR UNDERCOVER LICENSE PLATES

AGENCY ID # _____

**TO ENSURE THE CONFIDENTIALITY OF THIS INFORMATION,
PLEASE MAIL THIS APPLICATION TO:**

DEPARTMENT OF LICENSING
TITLE & REGISTRATION SERVICES
PO BOX 2957
OLYMPIA WA 98507-2957

DOL OFFICE USE ONLY			
PLATE NUMBER	EXEMPT PLATE NUMBER	DATE PROCESSED	PROCESSED BY

PLEASE TYPE OR PRINT CLEARLY

USE THIS SECTION TO APPLY FOR UNDERCOVER LICENSE PLATES - REGISTRATION SHOWS FICTITIOUS NAME AND ADDRESS

AGENCY NAME		AGENCY CONTACT NAME			DATE
MAILING ADDRESS		CITY	STATE	ZIP CODE	CONTACT TELEPHONE
VEHICLE MODEL YEAR	MAKE	MODEL	COLOR	VEHICLE IDENTIFICATION NUMBER	
FICTITIOUS NAME					
FICTITIOUS MAILING ADDRESS		CITY	STATE	ZIP CODE	
COMMENTS:					
<p>I certify that the vehicle carrying the confidential license plates will only be used for those purposes specified in RCW 46.08.066. It will be driven by authorized personnel only and will not be used for any personal use. I further certify that precautions have been taken to ensure that the use of citizen's names and legitimate licensed Washington businesses have not been used, as per WAC 308-96A-080.</p>					
PRINTED NAME OF AGENCY HEAD OR DESIGNATED CONTACT			SIGNATURE OF AGENCY HEAD OR DESIGNATED CONTACT		

USE THIS SECTION TO APPLY FOR CONFIDENTIAL LICENSE PLATES - REGISTRATION SHOWS AGENCY NAME AND ADDRESS

AGENCY NAME		AGENCY CONTACT NAME			DATE
MAILING ADDRESS		CITY	STATE	ZIP CODE	CONTACT TELEPHONE
VEHICLE MODEL YEAR	MAKE	MODEL	COLOR	VEHICLE IDENTIFICATION NUMBER	
COMMENTS:					
<p>I certify that the vehicle carrying the confidential license plates <u>will only be used for those purposes specified in RCW 46.08.066.</u> It will be driven by authorized personnel only and <u>will not be used for any personal use.</u></p>					
PRINTED NAME OF AGENCY HEAD OR DESIGNATED CONTACT			SIGNATURE OF AGENCY HEAD OR DESIGNATED CONTACT		

**CITY OF BAINBRIDGE ISLAND
TRAVEL ADVANCE REQUEST**

Reference: Ordinance No. 82-15 and RCW 42.24.090

A Travel Expense Claim form must be filed within ten (10) days following the end of the travel period. All original receipts must be attached. Any amount due the city must also be paid within ten days. If your travel expenses are greater than the amount advanced, file the Travel Expense Claim in duplicate. See accounts payable "Travel Rules" memo for more detail.

Any default in accounting for, or repaying, an advance shall render the full unpaid amount immediately due and payable. Interest will be charged at the rate of 10% per annum from the date of default until repaid. The City has the right to withhold any and all funds payable to officers or employees to whom such advance has been made.

DATE OF REQUEST: _____ AMOUNT REQUESTED: _____

NAME OF APPLICANT: _____

DESTINATION: _____

PURPOSE OF TRAVEL:
(Attach backup documents.)

DATE OF DEPARTURE: _____ DATE OF RETURN: _____

APPLICANT SIGNATURE: _____

TRIP APPROVAL SIGNATURES:
(No approvals necessary for elected officials.)

DIRECTOR APPROVAL

DATE

CITY ADMINISTRATOR APPROVAL
(Only required for out of state travel or director travel.)

DATE