

October 8, 1991  
JC/lk P:101J.2

Introduced by: RAUL BARDEN

Proposed No.: 91 - 809

**8444**

MOTION NO.

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A MOTION authorizing the King County executive to sign an amendment to the law enforcement agreement with the City of SeaTac.

WHEREAS, King County and the City of SeaTac have entered into an agreement relating to law enforcement services effective February 28, 1990, and

WHEREAS, the County and City have negotiated certain amendments to the agreement effective October 1, 1991;

NOW, THEREFORE BE IT MOVED by the Council of King County:

The King County executive is authorized to enter into an amendment, substantially in the form attached, of the agreement with the City of SeaTac, relating to law enforcement services.

PASSED this 28<sup>th</sup> day of October, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

1991 AMENDMENT TO INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF SEATAC AND KING COUNTY  
RELATING TO LAW ENFORCEMENT SERVICES

This is a 1991 to the Interlocal Agreement between the City of SeaTac, a municipal corporation of the State of Washington, hereinafter referred to as the "City", and King County, a home-rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County".

WHEREAS, the City and the County have entered into an Interlocal Agreement relating to law enforcement services effective February 28, 1990; and

WHEREAS, the City and the County have negotiated certain amendments to the Agreement effective October 1, 1991; and

WHEREAS, the parties have the authority to proceed with these amendments to the Interlocal Agreement pursuant to the terms of the Agreement and Chapter 39.34 RCW;

NOW, THEREFORE, in consideration of mutual covenants, the City and County hereby agree to amend the Interlocal Agreement between the City and the County Relating to Law Enforcement Services as follows:

1. Section 2, Supplemental Services, is amended to read:

a. Special Patrol Services. Supplemental patrol services shall consist of eight (8) full-time equivalent patrol officers, assigned exclusively to the City for the purposes of providing traffic, special emphasis duties, and other services desired by the City. Two of the officers will be qualified to provide traffic services on motorcycles.

b. Supervision. Supplemental supervision shall consist of one (1) full-time sergeant assigned exclusively to the City.

c. If the City desires to change supplemental services in the future, the City Manager and the County Sheriff are authorized to determine the type and level of and compensation for supplemental services consistent with Section 7. Such determination shall be documented in a Memorandum of Understanding.

2. Section 3, Organization, is amended to read:

The County will provide services identified in Sections 1 and 2 through the following organization:

a. Liaison will be provided through a Captain from Precinct 4, designated by the County with the advice of the City Manager. The liaison officer will handle day-to-day operational concerns identified by City officials and residents, including specific assignments of the officers in Section 2, Supplemental Services.

In addition, the County liaison will be available to the City during mutually agreed-upon days and hours, for activities such as meetings of the City Council and appropriate community meetings.

b. Patrol districts will coincide with City limits as closely as possible without compromising efficient use of reactive patrol officers. A patrol district is a geographical area of a size and configuration designed to minimize response times to citizens' calls for service (see Exhibit VI). Response time is measured from the time a call is received to the time the unit arrives on the scene.

c. Other services will be provided routinely by specialized officers as crime and traffic activity dictate.

d. Reactive patrol officers and their assigned vehicles will display identification of the City. The form of identification will be determined by the contract administrators.

e. The designated captain and other patrol officers handling City work (e.g., supplemental patrol officers; precinct detectives) will be available at City Hall for certain hours as agreed to by the Captain and City Manager. The City will provide office space and equipment.

3. Section 6, Compensation--Base Level Services, is amended to read as follows:

a. Contract Amount. In consideration for the base level services provided by the County as set forth herein, the City promises to pay to the County a sum equal to the City's share of net annual chargeable costs, determined according to the following methodology:

--the amount of the Department of Public Safety's annual adopted budget, including any negotiated cost-of-living increases and any other funds specifically identified for police services in the County's budget;

--less any services designated as regional, along with associated departmental and countywide overhead;

--less departmental revenue, except for revenues related to contracts for municipal police services;

--plus departmental and central County overhead associated with the direct services;

--plus capital projects with county-wide benefit (amortized over the life of the project).

The net annual chargeable costs shall be allocated to the City based on the City's percentage of the Department of Public Safety's total dispatched calls for service, provided that both the City's percentage and the Department's total dispatched calls shall exclude increased dispatches due to the availability of supplemental patrol officers. The County shall provide the calculations for the estimated contract amount on Exhibit I and accompanying tables. The Exhibit and tables shall be revised by the County for each calendar budget year and transmitted to the City for signature, provided that the contract amount will be revised if amendments to the contract terms during a calendar year affect costs.

b. Billing. The estimated contract amount will be billed in equal monthly amounts. Payments are due within 30 days after invoicing by the County.

c. Annual adjustment. The annual estimated contract amount will be adjusted based on actual expenditures of the Department of Public Safety and the City's actual percentage of dispatched calls for service. The additional amount or refund will be due in April of the following year.

d. Other. For the City's budget planning purposes, the County will transmit to the City by September 15 of each year an estimate of the next calendar year's contract amount. The estimate of the City's percentage of dispatched calls for service will be based on the latest July 1-June 30 period's average.

4. Section 7, Compensation--Supplemental Services, is amended to read:

a. Contract Amount. In consideration for the supplemental services provided by the County as set forth herein, the City promises to pay to the County the actual additional costs of providing the service, including but not limited to personnel, capital equipment and departmental supervision. The estimated contract amount for revised services effective October 1, 1991, for the period October 1-December 31, 1991 is shown in Exhibit II. The Exhibit shall be revised for each subsequent budget year.

b. Billing. The estimated contract amount will be billed in equal monthly amounts. Payments are due within 30 days after invoicing by the County.

c. Annual adjustment. The annual estimated contract amount will be adjusted based on actual expenditures of the Department of Public Safety. The additional amount or refund will be due in April of the following year.

Page 4

d. Other. For the City's budget planning purposes, the County will transmit to the City by September 15 of each year an estimate of the next calendar year's contract amount.

e. Termination. Upon termination of this contract, the County shall provide the City with the City's share of vehicles purchased plus any depreciation amounts deposited for those cars.

5. These amendments shall be effective October 1, 1991. All other terms and conditions not inconsistent with these amendments in the Interlocal Agreement shall remain in full force and effect pursuant to the terms as stated therein.

IN WITNESS WHEREOF, the parties have executed this agreement.

City of SeaTac

King County

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
King County Executive

Approved as to Form

Approved as to Form

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Deputy Prosecuting Attorney

jc st91amnd #9

## Exhibit II

City of SeaTac - Law Enforcement Agreement  
 Supplemental Services  
 October 1, 1991 Revision

	Original 1991	Change for Oct-Dec	Total 1991
<u>Ongoing costs:</u>			
Patrol Officers			
5 FTE at \$35,584	\$177,920	0	\$177,920
Sergeant (.5 to 1 FTE)	25,815	12,910	38,725
Vehicles - O&M			
5.5 to 5 Cars	46,265	- 1,051	45,214
0 to 2 motorcycles	0	2,124	2,124
Subtotal	\$250,000	13,983	\$263,983
Patrol Officers			
3 FTE at \$35,584	\$106,600	0	\$106,600
Vehicles - O&M	25,200	0	25,200
Subtotal	\$131,800	0	\$131,800
<u>One time costs:</u>			
Vehicle Purchase			
(2 cars, 1 traded for 2 motorcycles)	\$ 38,200	0	\$ 38,200
Motorcycle officer uniforms	0	4,000	\$ 4,000
Vehicle - 50% (sergeant's car)	0	9,550	\$ 9,550
Subtotal	\$ 38,200	13,550	\$ 51,750
TOTAL	\$420,000	27,533	\$447,533
Monthly Payment	\$ 35,000	9,178	\$ 44,178

## Note:

The City traded one purchased car for two motorcycles and paid for the other half of the sergeant's vehicle (first half paid in 1990). Total vehicles now on County inventory for the City are 8 cars and 2 motorcycles.

Agreed:

\_\_\_\_\_  
 City

\_\_\_\_\_  
 County

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