

November 17, 1994
94-740.MOT (SS:clt)

Introduced By: Maggi Fimia

Proposed No.: 94 - 740

MOTION NO. **9422**

1
2 A MOTION authorizing the county executive
3 to execute amendments to the county's
4 interlocal agreements with cities for the
5 provision of police services.

6
7 WHEREAS, the cities of Beaux Arts, Burien, Federal Way,
8 Newport Hills, North Bend, SeaTac, Skykomish and Woodinville
9 have existing contracts with the county for the provision of
10 law enforcement services, and

11 WHEREAS, the cities and county have agreed to specific
12 changes in the existing contracts and desire to amend the
13 existing interlocal agreements, and

14 WHEREAS, the county is able and willing to provide the
15 requested municipal service;

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

18 The county executive is authorized to execute amendments
19 to each of eight interlocal agreements, substantially in the
20 form attached, with the cities of Beaux Arts, Burien, Federal

1 Way, Newport Hills, North Bend, SeaTac, Skykomish and
2 Woodinville for law enforcement services.

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

5 PASSED by a vote of 11 to 0 this 21st day of
6 November, 1994.

7 KING COUNTY COUNCIL
8 KING COUNTY, WASHINGTON

9 Kent Pullen
10 Chair

11 ATTEST:

12 Gerald A. Peterson
13 Clerk of the Council

14 Attachment: Interlocal Agreement

15

Amendment to Interlocal Agreement
City of _____ and King County, Washington
 Relating to Law Enforcement Services

WHEREAS, King County (hereafter County) and the City of _____ (hereafter City), have an agreement whereby the County, for an agreed upon price, provides law enforcement services to the City of _____, and

WHEREAS, that document provides, in Section _____, that the agreement may be amended at any time by mutual agreement, and

WHEREAS, the County and the City have mutually agreed to a change in the compensation method and other provisions for such law enforcement services for the period of said amendment only, and

WHEREAS, the County and the City wish to amend the existing interlocal agreement;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and the City that the Interlocal Agreement relating to Law Enforcement Services is hereby amended as follows:

The following new sections are added to the existing Law Enforcement Agreement and to the extent that the prior agreement is in conflict with this amendment, this amendment shall prevail:

____ **Period of Amendment**

____.1 This amendment covers the period from January 1, 1995 through October 15, 1996 only, unless or until it is superseded by a new interlocal agreement approved by the parties.

____.2 The parties hereby agree to negotiate with the intention of reaching agreement on a new interlocal agreement by April 15, 1995. If a new agreement is reached, it shall take effect on January 1, 1996, or upon another mutually agreed upon date.

____.3 In the event a new interlocal agreement has not been approved by the parties, the parties hereby agree that the interlocal agreement in effect prior to the execution of this amendment shall govern pricing of services provided pursuant to the agreement for the period from October 16, 1996 and beyond.

____ **1995 and 1996 Contract Charges:**

____.1 For the period of this amendment, the County will provide to the City law enforcement services as described in the existing Interlocal Agreement at the level of service provided in 1994 for the price listed on Attachment "A" to this amendment.

____.2 For the period of this amendment, Supplemental Services above the Base Level Service, all as defined in the existing Interlocal Agreement as amended, may be added or deleted at the City's discretion at the 1994 estimated cost. The City hereby agrees to notify the County of any adjustments to the 1994 Supplemental Service levels immediately following any legislative action by the City to change said service levels, and by October 1, 1995 for 1996 Supplemental Service level changes, if any.

____.3 No year end cost adjustment will be made for either 1994 or during the period of this amendment. No annual update will be made for the period of this amendment.

____ **Termination Process.** For the period of this amendment, the following termination process will apply:

____.1 The party desiring to terminate this agreement shall provide written notice to the other party. Such written notice shall not be provided prior to April 15, 1995.

____.2 Upon receipt of such notice, the parties agree to commence work on and complete a transition plan providing for an orderly transition of responsibilities from the County to the City over a minimum time frame of six (6) months for the transition planning and twelve (12) months for the implementation of the plan, for a total of eighteen (18) months. The transition plan shall identify personnel, capital equipment, workload and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan. This time period may be extended by mutual agreement.

____.3 The existing 60-day termination notices for the cities of Beaux Arts, North Bend and Skykomish are excepted from Section ____ .2 above and remain in effect.

____ **Negotiations for Long-Term Contract**

____.1 The parties shall jointly develop a work program and schedule for development of a new interlocal agreement to take effect on January 1, 1996 or upon another mutually agreed upon date. An initial draft of the work program and schedule will be targeted for completion by December 15, 1994, which date can be extended by agreement of the parties.

____.2 The goal of the work program will be to develop a model that is consistent with the fundamental principles set forth in Attachment "B" to this amendment. The work program shall consist of the tasks needed to be completed in order to develop the new contract model and prepare a new interlocal agreement by a target date of April 15, 1995, provided, however, that the target date may be extended for one 30-day extension period by mutual agreement of the parties if there is reason to believe that such extension would result in completion of the contract with terms agreeable to the parties.

Amendment to Law Enforcement Interlocal Contract
City of _____

All other terms and conditions of the Interlocal Agreement relating to Law Enforcement Services as amended remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this amendment to the Agreement to be executed.

King County

City of _____

King County Executive

City Manager/Chief Executive Officer

Date

Date

Approved as to Form

Approved as to Form

King County Prosecuting Attorney

City Attorney

Date

Date

KC OFM November 17, 1994
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**KING COUNTY LAW ENFORCEMENT CONTRACT AMENDMENT
1995 AND 1996 COST FOR SERVICE BY CITY**

Contract Calculation by City	Beaux Arts	Burien	Federal Way	Newport Hills*	North Bend	SeaTac
1993 Population Total#2 (without Newport Hills*)	285	27,612	75,320	7,751	2,620	22,844
Percentage of Total#2	0.21%	19.96%	54.45%	0%	1.89%	16.51%
Percentage X \$250K	\$515	\$49,901	\$136,120	\$0	\$4,735	\$41,277
1994 Base Contract Amount (annualized for Newport)	\$17,690	\$3,746,014	\$8,096,598	\$343,344	\$405,818	\$3,324,584
Less Percentage Reduction	(\$515)	(\$49,901)	(\$136,120)	\$0	(\$4,735)	(\$41,277)
TOTAL 1995 BASE	\$17,175	\$3,696,113	\$7,960,478	\$343,344	\$401,083	\$3,283,310
ESTIMATED 1995 SUPPLEMENTAL AMOUNT (adjusted for Woodinville one-time expenses, as per contract	\$0	\$233,264	\$127,902	\$0	(\$71,119)	\$483,611
TOTAL 1995 BASE + SUPPLEMENTAL	\$17,175	\$3,929,377	\$8,088,380	\$343,344	\$329,964	\$3,766,922

1996 BASE COST PER MONTH

1996 BASE, JAN - OCT 15

\$1,431

\$13,597

\$308,009

\$2,926,089

\$663,373

\$6,302,045

\$28,612

\$271,814

\$33,424

\$317,524

\$273,600

\$2,599,280

WITH SUPPLEMENTALS:

1996 COST PER MONTH

1996 COST JAN-OCT 15

\$1,431

\$13,597

\$327,448

\$3,110,757

\$674,032

\$6,403,301

\$28,612

\$271,814

\$27,497

\$261,222

\$313,910

\$2,982,150

* Newport Hills price will be at annualized 1994 level with no portion of the additional reduction, as per agreement bet

Police Contracts

1996 Model Development

Goal: *Cities and County will work cooperatively to create a new model structure for pricing and delivery of contract police services.*

Fundamental Principles for Development of 1996-1997 Model

<i>Proposed by Cities</i>	<i>County Response</i>
1. Greater city participation in determining services and staffing levels	Contracting cities will determine services and staffing levels with the advice of the Sheriff.
2. Individual cities should have a greater role in directing activities of patrol officers assigned to them	Operational modifications to be implemented will include: <ul style="list-style-type: none"> • County patrol services would function as city police forces and would follow standard protocols for answering calls for assistance in outside jurisdictions. • Maintain stricter adherence to FTE levels budgeted for contract cities
3. Greater city budget control and predictability	Model will provide for greater city and county budget control and predictability.
4. County provide independent analysis of incremental costs to assure that cities do not bear the costs of regional services or general government	Model will reflect the results of an independent analysis that identifies costs, funding and beneficiaries of services, support and overhead. Goals of the independent analysis will be to ensure that: <ul style="list-style-type: none"> • Contract cities do not bear a disproportionate share of overhead or countywide police costs. • Residents of unincorporated areas or non-contract cities do not subsidize the cost of contract city police services
5. Bottoms up, menu model	One or more models will be adopted. At least one model will give cities the ability to chose from a menu of services and pay for services by building billable costs from the lowest staffing or service unit. (bottoms up, menu structure)

<p>6. More detailed accounting of costs and services should be delivered as a regular reporting function</p>	<p>More detailed accounting of costs and services will be delivered to contracting cities as a regular reporting function</p>
<p>7. Basis for allocating costs should depend on the service</p>	<p>Basis for allocating costs could depend on the service</p>
<p>8. Administration, personnel, training, fingerprinting, records, etc. should be pooled and distributed on equitable basis.</p>	<p>Administration, personnel, training, major crimes investigation, fingerprinting, records, etc., would be pooled and distributed on equitable basis.</p>
<p>9. Stronger local identification of officers</p>	<p>Patrol officers may be identified as local city police officers</p>
<p>10. Model with:</p> <ul style="list-style-type: none"> • "Tri-City" staffing structure proposed by Burien, SeaTac and Federal Way, which would put control of patrol resources at city level and shared resources at county level. • Models with base, variable and optional services 	<p>Models could include:</p> <ul style="list-style-type: none"> • "Tri-City" staffing structure proposed by Burien, SeaTac and Federal Way, which would put control of patrol resources at city level and shared resources at county level • Model with base, variable and optional services • Cost Centers costing model proposed by King County • Some combination of those structures and cost approaches • Modifications of existing Dispatched Calls for Service model • Other models not yet identified