Attachment:

Interlocal Agreements

August 15, 1997	Introduced By:	BRIAN DERDOWSKI LAHRY GOSSETT
ST/424M2	Proposed No.:	97-488
	MOTION NO. 102	81
	othorizing the County Executive to ements with the city of Maple Valle sion of local services.	enter into y relating to the
WHEREAS, the city of and	Maple Valley (the "city") will incom	rporate on August 31, 1997,
WHEREAS, the city des	sires to secure certain municipal serv	vices from the county for its
WHEREAS, the county i	is willing and able to provide the rec	quested municipal services;
NOW, THEREFORE, BI	E IT MOVED by the Council of Kin	g County:
The county executive is h	ereby authorized to execute interloc	al agracina di
in the forms attached, with the cit-	y of Maple Valley for the county to	provide the following
1. Law Enforcement	ent	
2. Surface Water I	Management (Water and Land Reso	lirces)
PASSED by a vote of /2	to 0 this 25 day of a	ugust , 1997
	KING COUNTY CO KING COUNTY, W	DUNCIL ASHINGTON
ATTEST:	Chair Chair	Thane
Gmem		
Clerk of the Council	•	

INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF MAPLE VALLEY FOR THE PROVISION OF SURFACE WATER RELATED SERVICES AND THE TRANSFER OF DRAINAGE FACILITIES

2_.

This agreement is made and entered into between the City of Maple Valley and King
County to provide for the collection of surface water management service charges on behalf of
Maple Valley and for the transfer of drainage system responsibilities to the City.
WHEREAS, the residents of the unincorporated King County area known as Maple Valley
have voted to become an incorporated city, and
WHEREAS, Maple Valley recognizes the need for comprehensive surface water
management to preserve and protect the environment, public and private property, and the health
and welfare of its citizens, and
WHEREAS, Maple Valley has adopted the necessary legislation to establish a surface
water management program financed through a service charge on developed properties, and to
authorize the City to enter into this agreement, and
WHEREAS, King County has a fully developed surface water management service charge
billing system which can be used for other jurisdictions' billings when an interlocal agreement is
negotiated between the parties, and
WHEREAS, Maple Valley wishes to contract with King County for use of the County's
system to bill city property owners for the City's surface water service charge, and
WHEREAS, responsibility for drainage facilities formerly within King County and now
within Maple Valley will transfer from King County to Maple Valley to be assumed under the
City's surface water management program, together with transfer of drainage-related easements
held by the County, and
WHEREAS, the County and the City also wish to provide for future transfer of
ownership of County-owned drainage properties to the City, and
WHEREAS, pursuant to RCW 36.89.050, the County and the City acknowledge that the
transfer of drainage-related facilities is subject to the condition that the facilities will continue to
be used for drainage control purposes, and
WHEREAS, pursuant to RCW 39.34, the parties are each authorized to enter into an
interlocal agreement;
NOW THEREFORE, it is agreed by the parties as follows:

1 I. Purpose of the Agreement:

- A. To establish and set forth the services the parties agree will be provided for the billing and collection of the surface water management service charge on properties located in Maple Valley.
 - B. To establish a means whereby the County can act as the City's agent to collect the City's surface water service charge from property owners and transmit revenues collected to the City.
 - C. To set forth the process by which King County will transfer to Maple Valley responsibility for the drainage facilities within city limits and provide for future transfer of County-owned drainage properties to the City.

II. Administration

- A. The City and King County shall each appoint a representative to review compliance with this agreement and to resolve any conflicts. The City and King County shall each notify the other in writing of its designated representative. The administrators of the Agreement shall meet as needed. Either party is authorized to convene a meeting with a minimum of ten (10) calendar days written notice to the other.
- B. Any conflict that is not resolved by the Agreement administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred for resolution to the City Manager and the WLRD Manager. If the conflict cannot be resolved by the City Manager and the WLRD Manager, it shall be resolved by the City Manager and the Director of the King County Department of Natural Resources (DNR).

III. City's Authority for Surface Water Program

A. By ordinance, Maple Valley will establish and maintain the legal authority to operate a surface water management program, including operation and maintenance of drainage facilities, financed through a surface water service charge to developed properties within the city. Such ordinance will also authorize the County to provide surface water service charge billing and collection services to the City under contract, including acting as the City's agent to collect the charge from property owners.

1	IV.	De	scription of Surface Water Service Charge Billing and Collection Services:
2		Th	e services provided under this agreement include:
3		A.	customer services related to surface water service charge billing and revenue
4			collection for Maple Valley property owners,
5		B.	collection and transferal of cash receipts,
6		C.	maintaining and updating Maple Valley's customer information database, except that
7	٠	•	Maple Valley will be responsible for providing information on new commercial
8			accounts,
9		D.	processing and mailing billing statements, delinquency notices and other
0			correspondence,
11		E.	incorporating surface water management fee rate changes,
12		F.	providing reports, and
13	•	G.	other services related to billing and revenue collection as requested.
4	V.	Re	sponsibilities of the Parties - Service Charge Billing and Collection:
5		A.	King County:
6			1. King County will collect and distribute to Maple Valley revenue received from
7			properties within the city of Maple Valley using the County's combined
8			Property Tax and Drainage Billing Statement. These services, as described in
9			agreement section IV., will commence for the 1998 billing year.
20			2. King County will hold revenues collected for Maple Valley in a separate account
21			and will disburse the revenue to the City on each business day.
22			3. King County will provide the City with information about delinquent accounts.
23		B.	Maple Valley:
.4			1. Maple Valley will adopt legislation establishing a surface water management
:5			service charge rate structure, including credits and exemptions, as set forth in
6			Exhibit One, attached to this agreement and incorporated herein.
.7			2. The City's surface water service charge rate structure as identified above may be
8			modified as follows: If in any given calendar year the City elects to change its
9			service charge rate structure for the following calendar year, it will notify the
0			County of the new structure at least 60 days prior to the beginning of the new

1				calendar year, allowing time for the County to make necessary adjustments to
2				the billing system.
3			3.	Maple Valley will be responsible for all actions resulting from delinquent
4				accounts, including any liens and foreclosures on Maple Valley property
5				resulting from such delinquencies.
6	VI.	<u>Fir</u>	nanci	al Arrangements
7		Α.,	Sei	rvice Costs. Estimated annual costs for billing and revenue collection services are
8		a	out	tlined in Exhibit Two, attached to this agreement and incorporated herein. Maple
9			Va	lley will pay the County for billing, revenue collection and disbursement services
10			as s	set forth below:
11			1.	Maple Valley will pay an annual per-account fee for surface water management
12				service charge billing, customer database management, and customer service.
13				The fee is one dollar and seventy-seven cents (\$1.77) per customer account for
14		•		1997. King County may adjust the fee annually, based on staff and overhead
15		•		cost changes authorized in the adopted King County annual budget.
16			2.	Maple Valley will pay a one-time fee of one dollar and eighty six cents (\$1.86)
17				per customer account to cover the cost of modifying the billing system for
18				Maple Valley accounts.
19			3.	Pursuant to RCW 84.56.035, Maple Valley will pay the County a flat one
20				percent (1%) of all revenue collected by the County for Maple Valley under the
21				terms of this Agreement. This charge will remain unchanged for the duration of
22				this agreement and will be deducted from the revenues collected prior to
23		•		forwarding to the City. This charge is not part of the per-account fee.
24	•	B.	Bil	ling and Payment for Services
25			1.	King County will invoice the City for the annual per-account billing fee outlined
26	·			in agreement section VI. A. 1. in two installments annually (approximately May
27				and October).
28		·	2.	King County will invoice the City for the one-time fee outlined in agreement
29				section VI. A. 2. in two installments of ninety-three cents (\$0.93). The first half

1			of the charge will appear on the first bill for services in 1998. The second half of
2			the charge will appear on the first bill for services in 1999.
3		3.	Maple Valley will pay King County within 45 days after the receipt of invoices.
4			Interest may be assessed on balances unpaid after 45 days.
5		4.	King County will deduct the one percent revenue collection charge, as outlined
6			in agreement section VI. A. 3., from revenues transferred to the City.
7	VII. Tra	ansfe	er of Drainage System Responsibility
8	A.	Ma	aple Valley Responsibilities
9		1.	As of the City's incorporation date, the City will assume full and complete
10			responsibility for the operation, maintenance, repairs, and any subsequent
l 1			improvements to the drainage facilities listed on Exhibit Three ("City of Maple
12			Valley Residential and Regional Drainage Facilities"), attached to this
13			agreement and incorporated herein, and all liability arising from such
14			responsibilities. Responsibilities include all financial responsibilities, including
15			but not limited to materials, construction, personnel, payroll, and purchasing
16			costs.
17		2.	The City agrees to operate and maintain the drainage facilities listed on Exhibit
18			Three as designed and to at least the same maintenance standards as those
9			adopted and employed by King County to ensure that the local and watershed-
20			wide effects of said facilities shall not be diminished.
21		3.	The City will provide King County access to all relevant information maintained
22			by the City in connection with the facilities listed on Exhibit Three if legal
23			action is brought or threatened against King County or King County and the City
24			jointly with regard to the facilities listed in Exhibit Three.
2.5		4.	The City will consult with King County prior to the destruction of any
26			documentation associated with the facilities listed on Exhibits Three for a period
27			of seven (7) years.
28	;	5.	The City accepts responsibility for the operation, maintenance, repairs, and any
9			subsequent improvements to the facilities listed in Exhibit Three in "as is"

1				condition. The County makes no warranty concerning such facilities other than
2				as set forth in this agreement.
3		B.	Kir	ng County Responsibilities
4			1.	King County hereby assigns to the City and the City accepts all easements on
5				private property heretofore acquired by or dedicated to King County for drainage
6				purposes.
7			2.	King County will provide the City, at the earliest opportunity, copies of all
8	•			warranties, maps, titles, "as builts," and any and all other records related to the
9				facilities listed on Exhibit Three, to the extent known and available to King
0				County.
1			3.	Certain drainage facilities exist wholly or partly on property owned by King
2				County, as identified on Exhibit Three. King County grants the city and/or its
3				agents access to those County owned properties for drainage system
4				maintenance purposes until such time as King County is no longer and Maple
5				Valley becomes the legal owner of the properties, as addressed in agreement
6		,		section VIII., below.
7		C.	Bot	h Parties
8			1.	Both parties will make staff available to identify and review any additional
9				County-owned drainage facilities to be conveyed to the City. Such facilities
0				include those located in areas annexed to the City in the future. Additional
1				County-owned drainage facilities shall be transferred to the City pursuant to this
2	· ·			agreement. Documentation of additional facilities to be transferred shall be
3				attached to this agreement as an amendment, pursuant to Agreement Section X.
4			2.	The records related to matters covered by this Agreement are subject to
5				inspection, review or audit by King County or the City at the requesting party's
6				sole expense. Such records shall be made available for inspection during regular
7				business hours within a reasonable time of the request.
8	VIII.	Tra	nsfer	of Drainage Property Ownership
9		Pro	perti	es and interests in properties heretofore dedicated to or otherwise acquired by
0	•	Kir	ig Co	ounty for drainage control purposes now located within the Maple Valley city

limits will be transferred to the City by separate action. The City agrees to such transfer
and the County and the City agree to complete the transfer of title within one year of
execution of this agreement. The transfer of such properties and interests in properties is a
ministerial act by the parties and in no way diminishes or alters the City's responsibilities
as set forth above in agreement section VII.

- 6 IX. Future Cooperation on Jacqueline Meadows/Wilderness Village Drainage
 - A. Status

The Maple Valley city limits encompass an area (known as the "Jacqueline Meadows/Wilderness Village" area) which has a history of flooding. WLRD completed a Phase I Drainage Study for preliminary evaluation of flooding causes and potential remedies, and completed enhancements to several drainage facilities in the area. As of July 1997, WLRD is in the process of completing a Phase II Drainage Study to more fully analyze the drainage situation and potential means for addressing flooding. The Phase II Drainage Study is expected to be completed in August 1997.

- B. Future Cooperation Between King County and Maple Valley
 - WLRD will make staff available to continue discussions with the City of Maple Valley regarding Jacqueline Meadows/Wilderness Village drainage issues. King County and Maple Valley will each designate staff to act as the County and City liaisons for purposes of discussing the Phase II Drainage Study and relevant implementation issues.
 - 2. Upon completion of the Phase II Study, King County will make designated staff available to review study results with Maple Valley staff, including examination of alternatives for addressing flooding, identification of recommended alternatives, potential King County participation in implementing recommended alternatives, and public involvement in study outcomes and selection of any preferred alternatives.
 - 3. Any future cooperative action by the parties to implement study alternatives is subject to a separate interlocal agreement.
- 29 X. Effectiveness, Termination and Amendment
 - A. This agreement is effective upon signature by both parties.

- B. The service provision aspects of this agreement (surface water service charge billing and revenue collection) will automatically renew from year to year. Either party may terminate service provision upon 90 days written notice to the other party, subject to the following: if the City wishes to terminate billing and revenue collection for the following calendar year, it will notify the County in writing by October 1 of the preceding year to allow for changes to the County's computerized billing system.
- C. Notwithstanding termination of this agreement, drainage system responsibility set forth above in section Vii. transferred pursuant to this agreement shall remain with the City, unless the County consents otherwise in writing, as approved by the King County Council.
- D. This agreement may be amended, altered, or clarified only by written agreement of the parties hereto, and may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this agreement as though fully set forth herein.
- E. This agreement is a complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. The parties recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such through written approval by the parties which shall be attached to the original agreement.

XI. Indemnification and Hold Harmless

A. King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing its obligations pursuant to this Agreement, including all claims arising prior to the effective date of incorporation.

In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.

- B. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
- C. The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the City, its officers, agents and employees in performing obligations pursuant to this Agreement, and from claims that arose after the effective date of incorporation.

In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.

D. Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the sites identified in Exhibit Three.

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E.	Each party agrees th	at its obligations under this subparagraph extend to any claim,
	demand, and/or cau	se of action brought by or on behalf of any employees, or agents.
	For this purpose, ea	ch party, by mutual negotiation, hereby waives, with respect to
	the other party only	any immunity that would otherwise be available against such
		lustrial Insurance provisions of Title 51 RCW.
· .		
IN V	WITNESS WHEREO	F, the Parties hereto have executed this agreement on the
· · · · · · · · · · · · · · · · · · ·		
		•
Approved a	as to Form	KING COUNTY:
•		
•		÷
	•	·
Deputy Pro	secuting Attorney	King County Executive
Approved a	as to Form:	CITY OF MAPLE VALLEY:
	٠	
Legal Cour	ısel	City Manager
	IN V day of Approved a	demand, and/or cause For this purpose, each the other party only, claims under the Ind

EXHIBIT ONE

Annual Surface Water Management Service Charges

There are two types of services charges: the flat rate and the sliding rate.

- The flat rate service charge of \$85.02 a year applies to single-family homes and parcels with 10% or less impervious surface.
- The sliding rate service charge applies to all other properties in the service area. The sliding rate is calculated by measuring the amount of impervious surface on each parcel and multiplying the appropriate rate by the total parcel acreage.

Several special rate categories will automatically be assigned to those who qualify:

- An exemption for any home owned and occupied by a low-income senior citizen determined by the Assessor to qualify under RCW 84.36.381.
- A discount for any parcel served by a County-approved retention/detention (R/D) facility maintained by the owner.
- A discount for any parcel (or part of a parcel) officially designated as open space.

Annual Rate Table

Rate Category	Percent Impervious Surface	Annual Service Charge
		(\$)
1) Residential:		
single-family home		85.02/parcel
2) Very Light	less than or equal to 10%	85.02/parcel
3) Light	more than 10%, less than or equal to 20%	198.40/acre
4) Moderate	more than 20%, less than or equal to 45%	410.98/acre
5) Moderately Heavy	more than 45%, less than or equal to 65%	793.60/acre
6) Heavy	more than 65%, less than or equal to 85%	1006.16/acre
7) Very Heavy	more than 85%, less than or equal to 100%	1317.94/acre

Rate Adjustments

Any person receiving a bill may file a request for a rate adjustment within two years of the billing date. (Filing a request will not extend the payment period.)

Property owners should file a request for a change in the rate assessed if:

- the property acreage is incorrect;
- the measured impervious surface is incorrect;
- the property is charged a sliding fee when the fee should be flat;
- the person or property qualifies for an exemption or discount; or
- the property is wholly or in part outside the service area.

City of Maple Valley Residential and Regional Drainage Facilities

RESIDENTIAL FACILITIES	aney ives	identiai and Regional	102	^	7	1		!	
FACILITY NAME	FACILITY FILE	, FACILITY ADDRESS	DEDICATED KC TRACT? *	E	AÇ		<u> </u>		
BELMONT WOODS DIV 1	D92151	23840 - SE 247TH PL	Yes, Tract B. Also Right of Way.	Y	v ,	N	v	Y	Υ
BELMONT WOODS DIV 1	D92152	23841 - SE 245TH ST	Yes, Tract B. Also Right of Way.	Y	v ,	N	v	Y	Y
BELMONT WOODS DIV 1	D92153	24446 - 234TH WAY SE	Yes, Tract E. Also Easement and Right of Way.	Y	V	N	v	N	Υ
CEDAR BROOK DOWNS	D92055	21605 - SE 257TH PL	No, Right of Way and Easement.	N	v .	Y	v	N	Υ
CEDAR BROOK DOWNS	D92056	21607 - SE 257TH PL	Yes, Tract A. Also Easement and Right of Way.	Y	v /	N	v	N	Υ
CEDAR DOWNS # 1	D91334	21836 WITTE RD SE	No, Easement and Right of Way.	Y	v /	v /	v	N	Υ
CEDAR DOWNS # 2	D91341	21418 - SE 215TH PLACE	No, Easement.	N	v .	Y	v	Y	Υ
CEDAR DOWNS # 3	D91513	25943 210TH AVE SE	No, Easement and Right of Way.	Y	v /	v /	v L	N	Ν
CEDAR DOWNS # 4	D90364	21218 SE 252ND PL .	No, Easement.	N/	<u>v</u>	Y /	v	N	N
CEDAR DOWNS # 7	D91315	25200 217TH PL SE	No, Easement and Right of Way.	N,	r	v /	v L	N	N
CHARLWOOD	D90551	27100 SE KENT-KANGLEY RD	Yes, Tract X. Also Right of Way.	Y /	v /	v /	v	Υ	Y
DIAMOND HILLS	D91719	23017 - SE 283RD PL	Yes, Tract B. Also Easement and Right of Way.	Y	v /	v /	v	Υ	N
EASTWOOD FOREST.	D91994	21169 SE 280TH PLACE	Yes, Tract B. Also Easement and Right of Way.	Y	v /	v /	v	Y	Υ
EASTWOOD FOREST	D91995	28100 - 216TH AVE SE	Yes, Tract C. Also Right of Way and Easement.	Y /	v /	v /	v .	Ν	N
ELK RUN	D91629	22800 SE 272ND ST	Yes, Tract D. Also CB on Golf Course. No Easements.	N	v /	v /	v .	N	N
FERNWOOD ESTATES DIV 2	D91943	26408 235 AVE SE	No, Tract C privately owned. Also Right of Way.	N N	v /	v s		N.	N
FERNWOOD ESTATES DIV 2	D91944	26340 235 AVE SE	No, Tract D privately owned. Also Right of Way.	N	v r	v l		N	N
FERNWOOD ESTATES DIV 2	D91945	26401 233 AVE SE	No, Tract E privately owned. Also Right of Way.	N	<u>ر</u> ا	v h		N	N
FERNWOOD ESTATES DIV 2	D91946	26711 232 AVE SE	No, Tract F privately owned. Also Easement and Right of	Y	1	v /	,	N	N
FOREST AT SPRINGHAVEN, THE	D90151	25148 - 238TH AVE SE	Yes, Tract A. Also Right of Way.	N	٧ N	V	, .	Υ	N
FOREST AT SPRINGHAVEN, THE	D91491	25504 SE 253RD PL	Yes, Tract B. Also Right of Way.	YN	, _\	v /	, ,	N	N
FOREST AT SPRINGHAVEN, THE	D91492	25518 - SE 253RD PL	Yes, Tract C. Also Right of Way.	NN	/ ^	v ^	,	Υ	N
FOREST CREEK	D92150	27809 - 212TH PL SE	Yes, Tract A. Also Easement and Right of Way.	ΥΛ	/ ^	ν _Λ	, ,	N	N
HIGH WILDERNESS DIV 1	D92254	235th WAY SE & SE 251st PL.	Yes, Tract A. Also Right of Way.	NY	/ ^	/ N	, ,	v	Υ
HIGH WILDERNESS DIV 3 (2YR BOND)	D92311	232ND AVE SE & 233RD PL SE	No, Right of Way.	NY	/ }	/ ^	, ,	v	Υ
HIGHLANDS AT LAKE WILDERNESS	D91908	SE 243 PL & 231 AVE SE	Yes, Tract A and F. Also Easement and Right of Way.	ΥΛ	/ ^	/ }	<u>, </u>	Υ	N
HIGHLANDS AT LAKE WILDERNESS	D91909	24331 228 AVE SE	No, Right of Way.	NY	1	/ Y	, ,	v	N
			No, Tract L privately owned. Also Easement and Right of			T			
HIGHLANDS AT LAKE WILDERNESS	D91910	22813 SE 246 ST	Way.	NA	<u>/ y</u>	1	<u> </u>	v	N ·
HIGHLANDS AT LAKE WILDERNESS	D91911	24339 228 AVE SE	Yes, Tract H. Also Easement. Yes, Tract J. Also Right of	YΛ	/ ^	/ ^	<u>/ </u>	Υ .	N [°]
HIGHLANDS AT LAKE WILDERNESS	D91912	230 PL SE & SE 250 ST	Way.	YA	/ ^	<u>/ ^</u>	<u>, </u>	v .	N

Exhibit Two

Estimated Annual Service Charge Billing and Revenue Collection Costs

Cost Component	Cost per account	number of	Cost (\$)
		accounts	
Annual billing charge	\$1.77	3,319	5,874
	(per '97 fee)		
System setup fee (first 2 years only)	.93	3,319	3,087
1% Revenue Collection fee*			:
(based on estimated annual revenue			
of \$478,495)	N/A	N/A	4,784
TOTAL	•		\$13,745

^{*}This fee is charged by the King County Department of Finance for revenue collection and disbursement.

 $10^{\frac{\text{Exhibit Three--Page 2}}{10281}}$

City of Maple Valley Residential and Regional Drainage Facilities

				FACILITY TYPE **
FACILITY NAME	FACILITY FILE	FACILITY ADDRESS	DEDICATED KC TRACT? *	PTVIO/W
TAGILIT NAME	FILE	FACILITY ADDRESS	Yes, Tract A. Also Right of	
JACQUELINE MEADOWS	D92155	21801 SE 236 PL	Way.	YNNYYN
LAKE FOREST ESTATES	D91727	25320 236 CT SE	Yes, Tract K. Also Right of Way and Easement.	YNNNYN
LAKE FOREST ESTATES	D91728	23208 SE 253 PL	Yes, Tract C. Also Right of Way and Easement.	YNNNYN
LAKE WILDERNESS COUNTRY CLUB DIV 1	D91237	22227 SE 250 PL	Yes, Tract C. Also Easement and Right of Way.	YNNNNY
LAKE WILDERNESS COUNTRY CLUB DIV 1	D91238	24935 LK WLDRNS C C DR. SE.	Yes, Tract D. Also Right of Way.	Y N N N N Y
LAKE WILDERNESS COUNTRY CLUB DIV 1	D91239	250TH 224TH AVE SE	Yes, Tract C. Also Easement. Yes, Tract C. Also Easement	YNNNNY
LAKE WILDERNESS COUNTRY CLUB DIV 2	D91360	25210 223RD AVE SE	and Right of Way.	YNNNNN
LAKE WILDERNESS COUNTRY CLUB DIV 3	D92028	LAKE WILD.DR SE & SE 255 PL	Yes, Tract A(no facility) and B. Also Easement and Right of Way.	YNNNNN
LAKE WILDERNESS COUNTRY CLUB DIV 5	D91585	22120 SE. 251 CT.	Yes, Tract A. Also Easement and Right of Way.	Y N N N N N
LAKE WILDERNESS ESTATES	D91010	22012 SE 244TH PL	Yes, Tract A. Also Right of Way. Yes, Tract D. Also Right of	YNNNNN
LAKE WILDERNESS ESTATES	D91011	22335 SE 244TH PL	Way and Easement.	YNNNNN
MAPLE DOWNS	D91873	21420 SE 258 ST	Yes, Tract B. Also Right of Way and Easement. Yes, Tract A. Also Easement	YNNNYY
MAPLE DOWNS	D91874	25903 215 PL SE	and Right of Way. Yes, Tract A. Also Right of	YNNNNN
MAPLE VALLEY MEADOWS	D91696	21807 SE 239TH ST	Way. Yes, Tract D. Also Right of	YNNNNN
PARKHAVEN PLACE (2 YR BOND)	D92338	SE 242ND ST & SE 242ND PL	Way. Yes, Tract A. Also Right of	YNNYYY
PLEASANT ACRES DIV 2	D92117	23605 - SE 285TH ST	Way. Yes, Tract B. Also Right of	YNNNYY
PLEASANT ACRES DIV 2	D92118	SE 288TH ST & 236TH AVE SE	Way. Yes, Tract A. Also Right of	YNNNYY
ROSEWOOD PARKE	D91919	23517 - SE 282ND PL	Way and Easement. Yes, Tract B. Also Easement	YNNNYY
ROSEWOOD PARKE	D91920	28137 232ND PL SE	and Right of Way. Yes, Tract C. Also Easement	YNNNYY
ROSEWOOD PARKE	D91921	28013 - 232ND PL SE	and Right of Way.	YNNNYY
SHADOW FIRS (2YR BOND)	D92063	236TH AVE SE & SE 285TH ST	Yes, Tract A. Also Right of Way and Easement.	YNNNYY
SPRINGHAVEN GLEN	D91926	25615 - 243 CT SE	Yes, Tract B. Also Easement and Right of Way.	NYNNNN
SUMMIT ESTATES (2YR BOND)	D92303	23600 SE 267TH ST	Yes, Tract C. Also Right of Way.	Y N N N N Y
VALLEY GREEN DIV 1	D92098	SE 242ND ST & 230TH AVE SE	Yes, Tract D. Also Right of Way. Yes, Tract B. Also Right of	Y N N N Y Y
VALLEY GREEN DIV 2	D92161	23424 - SE 239TH CT	Way. Yes, Tract C. Also Right of	YNNYYY
VALLEY GREEN DIV 2	D92162	23219 - SE 239TH CT	Way. Yes, Tract C. Also Right of Way. Yes, Tract C. Also Easement	YNNYYY
WILDERNESS DOWNS (2 YR BOND)	D92349	21200 SE 248th ST	and Right of Way. Yes, Tract A. Also Right of	YNNYYY
WILDERNESS ESTATES	D92255	227 AVE SE	Way. Yes, Tract B. Also Right of	YNNNNY
WILDERNESS ESTATES	D92256	SE 264th ST.	Way. Yes, Tract C. Also Right of	YNNNNY
WILDERNESS ESTATES	D92257	230th AVE SE	Way. Yes, Tract A. Also Easement	YNNNNY
WILDERNESS GLEN	D92015	22787 SE 265 ST	and Right of Way.	YNNNYY

10281

City of Maple Valley Residential and Regional Drainage Facilities

					FΑ	ÇIL	.IT	TYF	PE **
. *	FACILITY	•			P	T	V	1	O/W
FACILITY NAME	FILE	FACILITY ADDRESS	DEDICATED KC TRACT? *				(0	
WILDERNESS LANE (2 YR BOND)	D92334	22718 SE 266TH ST	Yes, Tract A. Also Right of Way.	Υ	N	N	Y	Y	Y
WILDERNESS PARK (2YR BOND)	D92232	21900 SE 249th PL	Yes, Tract A. Also Right of Way.	N	Ν	N	N	N	N
WILDERNESS RIDGE	D91130	21928 - SE 255TH PLACE	No, Easement.	N	Υ	N	N	N	N.
WILDERNESS RIDGE	D91131	21618 SE 255TH PLACE	No, Easement.	N.	Υ	N	N	N	N
WILDERNESS RIM ESTATES (2YR BOND)	D92262	26201 - 244TH AVE SE	Yes, Tract C. Also Right of Way.	Υ	N	N	N	Y	Y
WILDERNESS VILLAGE ESTATES	D91425	21704 SE 237TH ST	No, Easement and Right of Way.	N	N	N	Y	Υ	Y
WILDERNESS VILLAGE ESTATES	D91426	21701 SE 237TH ST	No, Easement and Right of Way.	N	N	N	γ	Υ	Υ

REGIONAL FACILITIES

FACILITY NAME	Project#	FACILITY LOCATION	DEDICATED KC TRACT? *	FACILITY DESCRIPTION
		Jenkins Creek Wetland #20	Yes, Lot 51 and partial Lot 38.	Culvert, drainage
Lake Lucerne Outlet Improvement (located in		between 222nd Ave. SE and Witte	Also Easment and some on	channel, and energy
Cherokee Bay Subdivision)	OB1555	Rd.	now private property.	structure at outfall

^{*} Facilities may be wholly located on King County-owned tracts, or may partially lie on drainage easements and/or road rights of way.

^{**} KEY TO FACILITY TYPES: P=pond, T=tank, V=vault, I=infiltration, O/W= oil/water separator, C=conveyance

INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF MAPLE VALLEY RELATING TO LAW ENFORCEMENT SERVICES

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

WHEREAS, a number of cities in King County contract with the County for the provision of law enforcement services within their city boundaries, and

WHEREAS, the County has adopted policies that support the development and continuation of these contracts to preserve the quality, depth and breadth of its law enforcement services, and

WHEREAS, the County and the contract cities recently completed negotiating a new interlocal agreement for 1996 and beyond which embodies the following principles adopted by County Council Motion 9540:

- 1. County law enforcement employees should feel responsibility toward and demonstrate responsiveness to residents and officials of cities with contracts for law enforcement services.
- 2. Each contract city should have the flexibility to determine the level and deployment of certain services and to identify service priorities, thereby controlling costs.
- 3. Cities should have the ability to choose unique police uniforms and markings for police vehicles assigned to the city.
- 4. County law enforcement employees should work cooperatively with communities within contract cities in a problem-solving mode to improve the safety and welfare of city residents and visitors.
- 5. The County should provide at a reasonable and predictable cost efficient, high quality, appropriate law enforcement services supported by technology that furthers the goals of the contract cities and the County.
- 6. The contracts and service agreements should maintain equity among the interests of contract city and unincorporated area residents.
- 7. The contracts should preserve to the extent practical the valuable law enforcement services provided by the King County Department of Public Safety while providing a high level of local service and decision-making.

NOW, THEREFORE, pursuant to RCW 39.34, the County and the City hereby agree:

1. <u>Law Enforcement Services</u>. The County will make available to the City any of the law enforcement services listed in Appendix A, "King County Police Services", dated August 5, 1996, which is incorporated herein by reference:

- 1.1. <u>Precinct/City Services.</u> Precinct/city services consist of law enforcement and other related services provided by personnel assigned to a police precinct primarily for the benefit of the geographic areas within the boundaries of the precinct except as may be modified by Section 2. Precinct/city services include:
 - 1.1.1. Reactive patrol to enforce State law and City-adopted municipal criminal and traffic codes and to respond to residents' and business' calls for service;
 - 1.1.2. Proactive patrol to prevent and deter criminal activity;
 - 1.1.3. Traffic patrol to enforce applicable traffic codes;
 - 1.1.4. Precinct detectives to investigate local crimes such as burglary, vandalism and auto theft;
 - 1.1.5. Community service and community crime prevention officers;
 - 1.1.6. Drug Awareness Resistance Education (DARE) officers;
 - 1.1.7. Precinct command and support staff; and
 - 1.1.8. Police reserves to perform a variety of routine police patrol functions.
 - 1.1.9. For purposes of this agreement, precinct/city services shall be considered required or optional in accordance with Exhibit A, except that precinct command staff shall not be required if the City opts to provide its own precinct under Section 6.4.
- 1.2. <u>Support Services</u>. Support services consist of:
 - 1.2.1. Investigation services by officers assigned to a central criminal investigation unit investigating such crimes as major crimes, drug offenses, fraud and such reports as missing persons, vice, and major accidents. These officers are supported by crime scene analysis, crime laboratory, polygraph, identifications, and evidence control.
 - 1.2.2. Special operations services such as canine patrol, hostage negotiations, tactical unit, and bomb disposal; and
 - 1.2.3. Communications services, including call receiving, dispatch, and reports.
 - 1.2.4. For purposes of this agreement, precinct/city services shall be considered required or optional in accordance with Exhibit A, except that hostage

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negotiation and bomb disposal may be provided by City officers under the city department model described herein.

- 1.3. Administrative Services. Administrative services include legal advisor, planning and statistics, subpoena control, training, weapons' permits, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations, and other services provided by other county agencies in support of the King County Department of Public Safety. Such services do not include legal services of the King County Prosecuting Attorney relating to enforcement of municipal criminal and traffic codes or prosecutions arising thereunder.
 - 1.3.1. For purposes of this agreement, administrative services shall be required, except as otherwise noted in Appendix A, "King County Police Services", which is incorporated herein by reference.
- 2. <u>City Department, Shared Supervision and Flexible Services Models</u>. Law enforcement services provided to the city under this agreement shall be available to the city under a city department model, a shared supervision model, or a flexible services model, provided that the City must select any service which is required in accordance with Exhibit A.
 - 2.1. <u>City Department Model.</u> Under the city department model, the level, degree and type of precinct/city services and the number of positions assigned to those services shall be determined by the City in consultation with the King County Sheriff-Director or his/her designee.
 - 2.1.1. Such positions shall be assigned to the City and shall be dedicated to work within the city limits, subject to responses to assist another jurisdiction or County police precinct according to mutually agreed-upon written criteria.
 - 2.1.2. The number of such positions assigned to the City will remain constant. The City recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including Phase I and Phase II recruits and personnel on long-term disability leave, vacation leave, sick leave or other leave. The number of the City's vacant positions and positions not available for assignment shall be proportionate to the total number of vacant positions and positions not available for assignment in the King County Department of Public Safety.
 - 2.1.3. Support and administrative services shall be provided to the City at the level, degree and type as provided by the County in unincorporated King County, except as otherwise modified by Section 6.3.

- 2.1.4. Additional support services may be purchased by the City and assigned for the sole benefit of the City, provided they are optional services as defined in Exhibit A.
- 2.1.5. The City may choose to provide its own legal advisor for the purpose of providing advice to officers assigned to its city, provided that the legal advisor shall be available to the officers on a 24-hour per day basis.
- 2.2. Shared Supervision Model. Under the shared supervision model, the level, degree and type of precinct/city direct services (such as reactive patrol, precinct detectives and city administrative sergeants, for example) and the number of positions assigned to those services shall be determined by the City in consultation with the King County Sheriff-Director or his/her designee. Precinct command and supervision shall be shared by the County and the City.
 - 2.2.1. Such precinct/city direct services positions shall be assigned to the City and shall work within the city limits, subject to responses to assist another jurisdiction or County police precinct according to mutually agreed-upon written criteria.
 - 2.2.2. The number of such positions assigned to the City will remain constant. The City recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including Phase I and Phase II recruits and personnel on long-term disability leave, vacation leave, sick leave or other leave. The number of the City's vacant positions and positions not available for assignment shall be proportionate to the total number of vacant positions and positions not available for assignment in the King County Department of Public Safety.
 - 2.2.3. Support and administrative services shall be provided to the City at the level, degree and type as provided by the County in unincorporated King County, except as otherwise modified by Section 6.3.
 - 2.2.4. Additional support services may be purchased by the City and assigned for the sole benefit of the City, provided they are optional services as defined in Exhibit A.
 - 2.2.5. The City may choose to provide its own legal advisor for the purpose of providing advice to officers assigned to its city, provided that the legal advisor shall be available to the officers on a 24-hour per day basis.
- 2.3. <u>Flexible Services Model</u>. Under the flexible services model, base level law enforcement services will be provided to the city in proportion to the City's share

of workload, unless the City enhances services as provided for herein or unless the City opts to provide its own precinct under Section 6.4.

- 2.3.1. Positions designated to provide precinct/city services to the City shall be dedicated to work within the precinct in which the City is located, subject to responses to assist another jurisdiction or County police precinct according to mutually agreed-upon written_criteria.
- 2.3.2. Additional precinct/city services may be purchased at the discretion of the city and will be used in accordance with mutually agreed-upon protocols.
- 2.3.3. Additional support services may be purchased by the City for the sole benefit of the City, with the exception of any support service that is required in accordance with Exhibit A.

3. City Law Enforcement Services.

- 3.1. 1997 City Law Enforcement Services. Beginning August 31, 1997, the County agrees to provide to the city the level, degree and type of precinct/city and support services in accordance with Exhibit B, along with related administrative services.
- 3.2. Revisions to City Law Enforcement Services. In 1997 and thereafter, revisions to city law enforcement services shall be made in accordance with Section 4.

4. Compensation.

- 4.1. <u>Development of Service Costs.</u> The County shall develop service costs for each precinct/city, support, and administrative service provided by the King County Department of Public Safety. Service costs for 1997 are contained in Appendix A, "King County Police Services", August 5, 1996, which is incorporated herein by reference.
 - 4.1.1. Service costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, quartermaster, overtime, supplies, services, telephone, motor pool, lease cars, systems services, insurance, equipment and associated administrative costs. If not already included, costs shall include adjustments for cost-of-living and inflation.
 - 4.1.2. Service costs shall not include the cost of services that are required by state law, provided only within unincorporated King County, or supported by a dedicated revenue source, and services excluded from cost allocation at the discretion of the County. For the purpose of the agreement, such services and their associated administrative costs, as listed in Appendix A, shall be considered non-chargeable.

- 4.1.3. Service costs shall reflect the deduction of revenues, as outlined in Appendix A.
- 4.2. <u>Development of Unit Costs.</u> The County shall develop unit costs for each precinct/city and support service based on service costs developed in accordance with Section 4.1. Unit costs and formulas are listed in Exhibit A.
- 4.3. <u>Calculation of City's Estimated Contract Amount.</u> Service costs and unit costs shall be the bases for calculating the City's estimated contract amount. Beginning on August 31, 1997, the City shall be charged for services on the basis of FTE's (full-time equivalents) or workload billing factors as outlined in Exhibit A.
 - City's 1997 Estimated Contract Amount. The estimated contract amount for 1997 is shown in Exhibit B, attached. The County agrees to revise this amount in December, 1997, following the King County Council's adoption of the 1998 County budget, and provide the City by March 1, 1998 with a revised estimated contract amount, if lower than the amount shown in Exhibit B. For 1997 only, King County will provide the first 60 days of service under this contract at no cost to the City.
- 4.4. <u>Mid-year Adjustment.</u> Mid-year supplemental appropriations requested by the city will be reflected as adjustments in the current year estimated contract amount.
- 4.5. <u>Billing.</u> The estimated contract amount shall be billed monthly in 12 equal amounts. Payments shall be due within 30 days after invoicing by the County.
- 4.6. <u>Annual Adjustment</u>. Subject to the provisions of Section 4.9, beginning in May, 1997 and continuing each May thereafter, the estimated contract amount for the current year shall be adjusted based on the lower of the prior year's contract amount as adjusted or actual contract expenditures, including any contract costs recommended by the contract oversight committee established herein. Any one-time underexpenditures will not affect the calculation of allowable growth in unit costs pursuant to Section 4.9.
- 4.7. Revisions to City Law Enforcement Services and Contract Amount. By August 5 or the first working day thereafter, the County shall provide the City with an estimate of the subsequent year's unit costs and service data in the form of a revised Exhibit A and an estimate of the City's contract amount for the same level of service for the subsequent year in the form of a revised Exhibit B. By August 20 or the first working day thereafter, the City shall notify the County of any changes in service or model for the subsequent year. By September 10 or the first working day thereafter, the County shall provide the City with the estimated contract amount for the subsequent year based on the changes in service requested by the City, along with revisions to Exhibit B.

- 4.8. <u>Limit on Annual Growth.</u> The annual growth in unit costs shall not exceed 90% of the growth in the previous July to June Urban Wage and Clerical Workers Index for greater Seattle. Provided, however, any costs related to existing contractual obligations or labor_contracts currently in negotiations, binding arbitration requirements, federal or state court mandates, federal or state law requirements, recommendations of the oversight committee which have a fiscal impact and are approved by the County or any other costs determined by the full oversight committee to be beyond the County's control, shall not be subject to this provision.
- 5. <u>Decisions and Policy-Making Authorities.</u> The County will provide the services identified in Exhibit B in accordance with the following:
 - 5.1. Operational Decisions and Policy-Making Authorities. The respective authorities of the City and the County to make operational decisions and develop and implement policies shall be governed by the guidelines contained in Exhibit C.
 - 5.2. Police Manager. The City may designate a county officer assigned to the City to act in the capacity of a police manager. The County agrees to work with the City to develop a list of duties and authorities for the police manager. Such duties and authorities shall include, but shall not be limited to, those listed in Exhibit D and shall be consistent with the guidelines contained in Exhibit C.

6. Special Provisions.

- 6.1. <u>Use of Non-Sworn Personnel.</u> The City and the County intend to increase the use of non-sworn personnel, and the parties agree that the following functions and positions, among others, can be considered by the oversight committee for civilianization: parking enforcement; warrant service; court liaison; crime scene technician; evidence transport; background investigations; records management; crime prevention; accident scene traffic director; missing children services; lost property services; vacation house checks; business watch; permitting; fingerprinting; abandoned vehicle tagging; park patrol; and prisoner transport.
- 6.2. <u>City Purchases.</u> As an alternative to using the County's routine supplies and equipment, the City may purchase routine supplies or purchase or lease any equipment for its own use, provided that the equipment can be integrated into applicable County systems. Routine supplies and equipment includes, but is not limited to, paper, copying machines, cellular telephones, office furnishings, laptop computers and vehicles. In the event the City chooses to purchase and/or lease any of these or similar items for its own use, the County will delete from the City's contract amount the full county charge for any items that otherwise would have been provided by the County.

- 6.3. Hourly Charges for Optional Support Services. To the extent the City does not select one or more support service designated as optional, the County will not charge the City for those services. In the event any of these services are deployed at the request of the City's chief or his/her designee with the appropriate authority, the City agrees to pay the County for the service based on the hourly charges contained in Exhibit E. The County intends to apply these charges to other jurisdictions, regardless of whether the jurisdiction has a contract with the County for law enforcement services.
- 6.4. City Police Facility. The City may purchase or lease its own police facility and provide for the maintenance of such facility. In the event the City chooses to provide for its own police facility, precinct support staff and maintenance, the County will delete from the City's contract costs the portion of county charges for precinct facilities, precinct support staff and-maintenance that otherwise would have been provided by the County. In the event a city under the city department model chooses to provide its own facility, such facility shall constitute a precinct for the geographical area of the city, as it pertains to Section 1.1.
- 6.5. Refund of Accrued Replacement Reserves. If the City has reimbursed the County for the initial purchase of any equipment prior to this agreement, or if the City has purchased equipment under the provisions of Section 6.2, and if the City chooses to terminate this agreement, the County agrees to refund to the City any accrued replacement reserves, and any accrued market rate interest, on such equipment, including vehicles, and transfer ownership of such equipment from the County to the City.
- 6.6. Exclusion of Replacement Charges for 800 MHz Radios. At the option of the City, the County agrees not to charge the City for replacement of the 800 MHz mobile and portable radios used by the officers currently assigned to the city, provided that the City agrees to pay for the full costs of replacing the radios at the end of their estimated useful life of ten (10) years or when a radio is determined by the County to no longer meet the performance standards of the County. If the City chooses to terminate this agreement prior to the expiration of the useful life of the radios, the County agrees to transfer ownership of the radios from the County to the City and the City agrees to assume responsibility for any service costs associated with continued use of the radios on the regional 800 MHz radio system, including the cost of subscriber access, reprogramming and maintenance. The cost of additional radios shall be borne by the City.
- 6.7. Observation of Labor Negotiations. The City may participate with other cities that contract with the County for law enforcement services to select no more than two (2) representatives to observe labor negotiations between the County and the collective bargaining units representing the employees of the King County Department of Public Safety, provided that such observers adhere to rules established by the County and the bargaining units for the negotiations.

- 6.8. Stabilization of Personnel. The County intends to encourage during the term of this agreement the stabilization of County personnel either assigned to the City or to patrol districts incorporating the city. The King County Sheriff-Director or his/her designee shall confer with the City's chief executive officer or his/her designee regarding the initial assignment of personnel to the City or to patrol districts incorporating the City and thereafter shall confer with the City's chief executive officer or his/her designee regarding any proposed changes in assignment or promotions of officers assigned to the City or to patrol districts incorporating the city. Nothing in this agreement shall prevent individuals from seeking promotional opportunities or receiving a promotion.
- 6.9. <u>Assignment of Detectives.</u> At the request of the City and to the extent feasible, as determined by the King County Sheriff-Director in consultation with the city members of the contract oversight committee, the County shall assign to the precinct incorporating the City detectives from the criminal investigation division, with the exception of detectives in the major crimes unit of the division.
- 6.10. Additional Training. The City may provide training for City precinct detectives to perform criminal investigations for any optional criminal investigation services.

 The cost of any such training shall be borne by the City.
- 6.11. Cost Effect of Service Decisions. An individual city's costs shall not be raised as a result of another city's decision regarding the level or make-up of services. The County reserves the right to eliminate services to fulfill this provision.
- 6.12. Requests for Support Services. The City chief or his/her designee shall have the authority to request any support service provided to the City. If such request is denied, the commander in charge of the support service shall review the decision and provide a report to the City's chief-executive officer regarding the final determination.
- 6.13. City Identification. The City may select unique insignia and/or colors for uniforms and/or vehicles used by the officers assigned to the city, provided that some form of the King County logo is retained on the uniforms and vehicles. To the extent the annual quartermaster allowance exceeds the costs of routine replacement of uniform items, the allowance shall be applied to the costs of adding the insignia to the uniforms or replacing the uniforms with alternative uniforms. Additional costs related to the uniforms and the cost of converting the vehicles shall be borne by the City.

7. Reporting.

- 7.1. Reporting Districts. Reporting districts coterminous with the City boundaries will be maintained to enable accurate data collection on law enforcement services provided and criminal activity.
- 7.2. Notification of Criminal Activity. The police manager, if designated, or the precinct commander will notify the City in the event of a significant criminal occurrence within the City.
- 7.3. Quarterly Reports. The County will report quarterly on criminal activity-and on law enforcement services provided, by major category of service as listed in Exhibit B.
- 8. <u>Personnel and Equipment</u>. The County is acting hereunder as an independent contractor so that:
 - 8.1. <u>Control of Personnel.</u> Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the County;
 - 8.2. <u>Status of Employees.</u> All persons rendering service hereunder shall be for all purposes employees of the County, except that the City may hire non-commissioned city employees to perform certain functions in conjunction with County police personnel.
 - 8.3. <u>Liabilities.</u> All liabilities for salaries, wages, any other compensation, injury, sickness or liability to the public for negligent acts or omissions arising from performance of the law enforcement services by the County hereunder shall be that of the County.
 - 8.4. <u>Provision of Personnel.</u> The County shall furnish all personnel and such resources and material deemed by the County as necessary to provide the level of law enforcement service herein described.
 - 8.5. <u>Municipal Violations.</u> County police personnel shall cite violations of municipal ordinances into the City's municipal court.
- 9. <u>City Responsibilities</u>. In support of the County providing the services described in Exhibit B, the City promises to:
 - 9.1. <u>Municipal Police Authority.</u> Confer hereby municipal police authority on such County officers as might be engaged hereunder in enforcing City ordinances within City boundaries, for the purposes of carrying out this agreement.

- 9.2. Municipal Criminal Code. Adopt a criminal municipal code by March 1, 1998, which incorporates, at a minimum, any portion of the Washington criminal code defining a crime or crimes, which falls within the jurisdiction of the district or municipal court. This includes all misdemeanors and gross misdemeanors. Provided, that if the City fails to adopt, chooses not to adopt, or repeals such criminal municipal code, the City shall be responsible for reimbursing the County for all expenses associated with prosecution, adjudication, sentencing, and incarceration in any criminal case involving a crime which could have been included within a City municipal code.
- 9.3. Special Supplies. Supply at its own cost and expense any special supplies, stationary, notices, forms and the like where such must be issued in the name of the City.
- 10. <u>Duration.</u> This agreement is effective upon authorization and signature by both parties. The contract period shall continue for a period of three years, from August 31, 1997 through August 31, 2000. Thereafter, the agreement shall renew automatically from year to year unless either party initiates the termination process outlined herein.
- 11. <u>Termination Process.</u> Either party may initiate a process to terminate this agreement as follows:
 - 11.1. Written Notice. The party desiring to terminate the agreement shall provide written notice to the other party, provided that such notice may not be provided prior to February 28, 1999.
 - 11.2. Transition Plan. Upon receipt of such notice, an 18-month transition period shall begin and the parties shall commence work on and complete within at least 120 days a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the County to the City. The transition plan shall identify and address any personnel, capital equipment, workload and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.

12. <u>Indemnification.</u>

12.1. City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and

if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- 12.2. County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- 12.3. <u>Liability Related to City Ordinances, Policies, Rules and Regulations.</u> In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- 12.4. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 13. <u>Non-discrimination</u>. The County and the City certify that they are Equal Opportunity Employers. The County has developed and implemented Affirmative Action Programs in accordance with the guidelines in Revised Order 4 of the United States Department of Labor. The City will develop and implement Affirmative Action Programs which meet the applicable federal standards.

- 14. <u>Audits and Inspections.</u> The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this contract and three (3) years after termination.
- 15. Amendments. The agreement may be amended at any time by mutual written agreement of the parties. Any executed amendment to the City's agreement shall be made available to other cities that contract with the County for law enforcement services, subject to circumstances specific to the individual cities.

16. Contract Administration.

- 16.1. Contract Administrators. The chief executive officer of the City and the police manager, if designated, or the precinct commander shall serve as contract administrators to review contract performance and resolve problems. The contract administrators will meet at least quarterly with either party authorized to call additional meetings with ten days written notice to the other.
- 16.2. <u>Referral of Unresolved Problems.</u> The chief executive officer of the City may refer any problem which cannot be resolved to the King County Sheriff-Director.

17. Contract Oversight.

- 17.1. Police Services Contract Oversight Committee. The City and the County agree to establish a police services contract oversight committee consisting of the contract cities' chief executive officers, or their designees, of the cities that contract with the County for law enforcement services and the King County Sheriff-Director, one person designated by the County Executive and one person designated by the chair of the King County Council's Law, Justice and Human Services Committee, or its successor.
- 17.2. Scope of Committee. The committee shall meet at least bi-monthly to ensure the parties comply with the provisions of this agreement, including the administration of the agreement and the management and delivery of police services under the agreement.
 - 17.2.1. In addition, the committee shall establish performance measurements, standards, and benchmarks for evaluating the quality of the County's police services. The County shall work with the City, if desired, to develop a range of options by December 31, 1995, or a later mutually agreed-upon date.
 - 17.2.2. The city members may make recommendations on any issue affecting contract costs and conditions, such as the budget for the King County Department of Public Safety, personnel recruitment, training and

standards, and collective bargaining issues. These recommendations may reflect approval or disapproval of any County proposal relating to these issues and shall be submitted to the county executive, county council and/or city council as appropriate. The County shall provide a written report on the outcome of these recommendations.

18. Entire Agreement/Waiver of Default. The parties agree that this agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such through written approval by the County, which shall be attached to the original agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY	•	٠,	CITY OF MAPLE VALLEY
King County Executive		,	City Manager
Approved as to Form			Approved as to Form
	•		
Deputy Prosecuting Attorney for NORM MALENG King County Prosecuting Attorney	<i>i</i>	٠	City Attorney

1997 Unit Costs 10281 Exhibit A Part One

				Flex			City						
Precinct Services		Adj. FTE		Amount	Fl	ex FTE Cost	FTEs		Amount	City	FTE Cost		
Captain - City Chief	0	2.00	\$	246,948	S	123,474	2.00	S	241,732	S	120,866		
Captain- Precinct Operations	R/O	8.00	\$	983,520	S	122,940	8.00	\$	962,656	\$	120,332		
Community Crime Prevention Unit	0	2.00	S	188,583	\$	94,292	2.00	S	183,367	S	91,684		
Community Service Officers	0	11.00	\$	738,907	S	67,173	11.00	\$	710,219	\$	64,565		
DARE	0	13.00	\$	1,210,425	S	93,110	13.00	S	1,176,521	S	90,502		
Evidence and Supply Tech	ı	na		na		па	1.00	S	59,649	\$	59,649		
Major - City Chief	0	4.00	5	513,717	S	128,429	4.00	\$	503,285	S	125,821		
Major - Pct Commander	R/O	4.00	S	513,717	S	128,429	4.00	S	503,285	S	125,821		
Motorcycle - precinct based							8.00	S	809,466	S	101,183		
Office Tech I		na		na		na	· 1.00	\$. 54,700	S	54,700		
Office Tech II	1 .	na		na		na	1.00	\$	57,477	S	57,477		
Office Tech III		na		na	•	па	1.00	\$	62,396	S	62,396		
Precinct Crime Analysis	0	4.00	\$	384,916	S .	96,229	4.00	• \$	374,484	S	93,621		
Precinct Detectives	R	32.00	S	3,529,846	\$	110,308	32.00	\$	2,943,231	S	91,976		
Precinct Det./Proactive Sgt.	R	na		na		na	1.00	\$	98,024	S	98,024		
Precinct Pro-Active	0	29.00	S	3,136,384	\$	108,151	29.00	S	2,595,336	\$	89,494		
Reactive Patrol	R	272.00	S	25,665,850	. \$	94,360	272.00	S	24,956,479	S	91,752		
Reactive Patrol/City Admin. Sgts	R	37.00	\$ -	3,894,755	S	105,264	37.00	S	3,798,260	• \$	102,656		
• *				Flex		:		-	City				
Support Services		Adj. FTE		Amount	Fle	x FTE Cost	FTEs		Amount	Ci	ty FTE Cost		
Air Support	0	2.00	\$	478,868	S	239,434	2.00	S	478,868	\$	239,434		
Asset Forfeiture Unit	0.	4.00	\$	332,766	\$	83,192	1.00	\$	332,766	\$: 332,766		
Bomb Disposal Unit	R/O	1.00	\$	150,894	\$	150,894	1.00	S	150,894	\$	150,894		
Canine (Special Ops)	R/O	9.00	\$	1,070,096	\$	118,900	9.00	\$.	1,070,096	S	118,900		
Communications-911	R	71.00	\$	5,877,905	\$	82,787	71.00	\$	5,877,905	\$	82,787		
Crimestoppers	0	1.00	\$	101,949	\$	101,949	1.00	S	101,949	\$	101,949		
Drug Enforcement Unit	0	9.00	\$	992,140	S	110,238	9.00	\$.	992,140	S	110,238		
DWI	Q	4.00	\$	496,138	\$	124,035	4.00	\$	496,138	\$	124,035		
Fraud, Forgery, Organized Crime	0	7.00	\$	829,867	\$	118,552	7.00	\$	829,867	\$	118,552		
General Traffic	0	4.00	\$	486,746	\$	121,687	4.00	\$	486,746	\$	121,687		
Hostage Negotiation	R/O	0.05	\$	5,528	S	110,560	0.05	\$.	5,528	\$	110,560		
Major Crimes Detectives	R	31.00	\$	3,734,888	S	120,480	31.00	\$	3,734,888	S	120,480		
Marine Patrol	0	7.00	\$	731,203	\$	104,458	7.00	\$	731,203	\$	104,458		
MARR Unit	R	6.00	\$	390,930	\$	65,155	6.00	\$	390,930	\$	65,155		
Motorcycle	0	8.00	\$	976,940	\$	122,118	8.00	\$	976,940	\$	122,118		
Tactical Unit	R/O	1.50	S	265,452	\$	176,968	1.50	\$	265,452	\$	176,968		
Vice	0	1.20	\$	133,898	\$	111,582	1.20	S	133,898	\$	111,582		
Gambling	. 0	0.80	_	89,265	_	111,582	0.80	_	89,265	_	111,582		

	Precinct 2	Precinct 3	Precinct 4
Square Feet	10,080	11,618	11,443
Precinct Occupancy Charge	82,817	71,590	82,264
Precinct Maintenance Charge	81,635	94,091	92,674
Total Precinct Facilities & Maintenance			
Charge	164,452	165,681	174,937

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EXHOIL A, FAIL 2

CDINITION I INDIAN 0201

FTE amount from Column E * FTE cost from Column H FTE amount from Column H FTE amount from Column H Costs! Column H FTE amount from Column H Costs! Column H FTE or % FTE amount from Column H Costs! Column G FTE or % FTE or %	3	36	35	34	33	32	31	30	29	28	27	26	25	24	23	22	21	20	19	T
cost from Costs! Column E * FTE of total unit caseload from Column P * cost from Costs! Column G		DWI	Drug Enforcement Unit	Crimestoppers	Communications-911	Canine .	Bomb Disposal Unit	Air Support	Title	Support Services			Reactive Patrol Sgts. (city)	Reactive Patrol Sgts. (flex)	Reactive Patrol (city)	Reactive Patrol (flex)	Pct. Pro-Active	Pct. Detective Sgt.	Pct. Detectives	Α .
cost from Costs! Column E * FTE cost from Costs! Column H % of total unit caseload from Column P * cost from Costs! Column G	<u> </u>						·										<u> </u>			ις C
FTE .	FIE or%	FIE	% Part 1 Crimes	% Total Crimes	% DCFS	% Canine Details	% Incidents	% DCFS	Billing Factor			Totals	FTE	NA	FTE	A	FTE	FTE	FTE	b
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FTE amount from Column I * FTE cos Costs! Column H % of total unit caseload from Column from Costs! Column G	% of total unit caseload from Column	*	% Part 1 Crimes from Column P * Cost from Costs! Column G	% Total Crimes from Column P * cost from Costs! Column G	% DCFS from Column P * Cost from Costs! Column G	% of incidents from Column P * cost from Costs! Column G	% incidents from Column P * cost from Costs! Column G	% DCFS from Column P * Cost from Costs! Column G	City Model Cost			SUM(F4:F25)	FTE amount from Column E • FTE cost from Costs Column H	NA	FTE amount from Column E • FTE cost from Costs! Column H	NA	FTE amount from Column E * FTE cost from Costs Column H	FTE amount from Column E * FTE cost from Costs Column H	FTE amount from Column E * FTE cost from Costs Column H	' 3
FTE amount from Column I * FTE cos Costs! Column H % of total unit caseload from Column from Costs! Column G													FTE	% Pct. DCFS	FTE	% Pct. DCFS	%FTE	NA	% Pct. Cases	G
FTE amount from Column I * FTE cos Costs! Column H % of total unit caseload from Column from Costs! Column G																				I
	% of total unit caseload from Column P • cost	FTE amount from Column I • FTE cost from Costs! Column H	% Part 1 Crimes from Column P * Cost from Costs! Column G	% Total Crimes from Column P * cost from Costs! Column G	% DCFS from Column P * Cost from Costs! Column G	% of incidents from Column P * cost from Costs! Column G	% incidents from Column P • cost from Costs! Column G	% DCFS from Column P * Cost from Costs! Column G	Flex model Cost			SUM(J4:J25)	FTE amount from Column I * FTE cost from Costs! Column E	% of Pct. DCFS from Column N * Pct. patrol Sgts. % of total patrol Sgts. * cost from Costs! Cost from Column J / FTE cost Column D from Costs! Column E	FIE amount from Column I * FIE cost from Costs! Column E	% of Pct. Flex DCFS from Column O * Pct. flex patrol % of patrol force * cost from Costs! Column D	FTE amount from Column I * FTE cost from Costs! Column E	NA	% of workload from Column M * No. of Pct. Detectives * FTE cost from Costs! Column E	J
J36/Costs!E30	-	136/Costs1E30	J35/Costs!E29	J34/Costs!E28	J33/Costs!E27	J32/Costs!E25	J31/Costs!E24	J30/Costs1E23	FTE Equiv.			SUM(K4·K25)	Cost from Column J / FTE cost from Costs! Column E	! Cost from Column J / FTE cost from Costs! Column E		Cost from Column J / FTE cost from Costs! Column E	Cost from Column J / FTE cost from Costs! Column E	AA	Cost from Column J / FTE cost from Costs! Column E	K

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Gambling City Model FTEs & Equiv. Flex Model FTE Equiv.	imbling ity Model FTEs & Equiv. lex Model FTE Equiv.	ambling ity Model FTEs & Equiv. lex Model FTE Equiv.	iambling ity Model FTEs & Equiv. lex Model FTE Equiv.	ambling ity Model FTEs & Equiv. lex Model FTE Equiv.	iambling ity Model FTEs & Equiv.	ambling	***************************************	Vice	Tactical Unit	Motorcycle	MARR Unit	Marine Patrol	Major Crimes Detectives	Laptop and Criminal Investigations Computers	Hostage Negotiation	General Traffic	Gang Unit Detectives	A	
																		ВС	ı
					K26+K49	E26+K49	% Gambling Licenses	% Unit	% of Incidents	FTE	Твр	NA	% Part 1 Major Crimes	TBD	% Incidents	FIE	% Caseload	α	
					Total Cost	Support Cost	N UT O	<u> </u>	S I				<u> </u>					E	
					F49+F26	SUM(F30:F48)	% Licensed gambling establishments from Column P * cost from Costs!\$ Column G	% Vice Unit arrests from Column P * cost from Costs!\$ Column G	% incidents from Column P * cost from Costs! Column G	FTE amount from Column E * FTE cost from Costs! Column H	% of MARR unit costs from Column P • cost from Costs!\$ Column G	Formula for distributing costs to be determined.	% Part I Major Crimes from Column P • cost from Costs! Column G	No charges in 1996 model. Formula for distributing future costs to be determined.	% incidents from Column P * cost from Costs! Column G	FTE amount from Column E • FTE cost from Costs! Column H	% of total unit caseload from from Column P * cost from Costs! Column G	ħ	CHINITIAN T LANDATAT AZZE
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						SUM(K30:K48)	J48/Costs1E42	J47/Costs!E41	J46/Costs1E40	J45/Costs!E39	J44/Costs!E38	J43/Costs!E37	142/Costs1E36		J40/Costs1E34	J39/Costs!E33	J38/Costs1E32	К.	

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											26 MARR Unit	25 Precinct CCPU Staff	24 Precinct Sworn Staff	Pct. Facilities and Maintenance cost	22 Captain Precinct Ops	React Patrol Sgts. %	20 Pct. Patrol Flex %	Precint Detectives	L
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Precinct 5	uninc	Vashon	Skyway	Unincorporated Flex	Burien	SeaTac	Precinct 4		Unincorporated	Newcastle	Beaux Arts Village	Precinct 3	Woodinville % excluding Shoreline	Shoreline (inc. in uninc.)	Unincorporated Flex	Unincorporated Dedicated	North Bend	Skykomish	Woodinville	Precinct 2	95 DCFS
39,574	21,850	2,234		14,969	13,683	12,014	47,547		35,339	1,034	43	36,416		14,164	28,704	11,292	1,347	<u>ب</u>	2,527	43,908	
100.00%		4.70%		31.48%	28.78%	25.27%	100.00%		97.04%	2.84%	0.12%	100.00%	8.50%	32.26%	65.37%	25.72%	3.07%	0.09%	5.76%	100.00%	% Precinct
100.00%		0.00%		36.36%	33.24%	29.18%	98.79%	·:.	97.04%	2.84%	0.12%	100.00%		45.35%	91.91%	0.00%	0.00%	0.00%	8.09%	100.00%	% Precinct Flex
23.63%		1.33%		8.94%	8.17%	7.17%	28.40%	,	21.10%	0.62%	0.03%	21.75%		8.46%	17.14%	6.74%	0.80%	-	1.51%	26.22%	% Total
•	Totals	WI		23	S	CJ	Ω	Ω	BS	B4	B3	B2	B1	A6	A5	A4	ځ	A 2	ΙΛ	89%	_
	43,908	2,527		88	38	134	2,176	1,347	4,211	2,725	1,958	2,183	2,861	4,793	2,990	3,191	4,741	3,597	4,348	15,877 st	
					-	H2	F99	F77	F55	F44	F9	F8	F	F6	£	Ţ	2	ı	FI	15,877 shoreline % share of districts A1-A4	
	36,416					1,034	_	•	116		2,052	4,105	2,100	4,969	5,538	5,081	6,525	2,983	1,906	e of distric	
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	47,547	•	2,234	1,735	2,583	3,624	2,439	3,302	4,398	3,101	2,615	1,900	786	-40	4,647	4,525	967	2,983	5,668		
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	39,574								55	3,870	4,888	2,401	5,763	2,884	5,056	4,738	2,192	2,273	5,454		
	39,574 167,445	Gr. Totl																			

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Federal Way Unincorporated

29,655 9,919

74.94% 25.06%

74.94% 25.06%

17.71% 5.92%

Page 1

TOTAL	Unincorporated	Federal Way	riccincia		Pointed	Unincomposited	Skyway	Burien	SeaTac	Freeinct 4			Unincorporated	Newcastie	Manager Village	Beaut Art Village	Precinct 3		Omitorborated		North Bend	Skykomish	Woodinville	Shoreline		Precinct 2	
. 31,814	1,973	6,450	8,423		202	1 000	ļ	2.785	2,295	8,982			6,756	135	4		6.895		4,214			13	435	2,658	410,1	13.5	Part 1 Crimes
25,976	1,334	4,237	5,571		2,8/8	3 070	75.5	2.465	1,162	7,062			5,724	124.00	9	2,00	5 857		4,331	204	364	3	377	2,504	/,486	794 7	Part 1 Part 2 Crimes Crimes Part 2 Crimes
100.00%	6.20%	20.27%	26.48%		12.27%			R 750%	7.21%	28.23%			21.24%	0.42%	0.01%	21.0170	21 67%		13.25%	0.61%	0.04%	2000	1.37%	8.35%	23.62%		Part 1 Crimes
57,790	3,307	10,687	13,994		6,780) 22/	2,23	٠ . د .	3,457	16,044			12,480	259	5	14,134	17 757		8,545	459	: :	3 ;	812	5,162	15,000		Total
100.00%	5.72%	18.49%	24.22%		11.73%		2.0070	0 000	5.98%	27.76%			21.60%	0.45%	0.02%	27.077	77 078		14.79%	0.79%	0.04%		1.41%	8.93%	25.96%	CTIMES 78	Total
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			7,514	435	116		12	; }	145	321	195		582	441	288	269	3	439	735	557	652	. 929	000	543	855	Crimes	Part 1
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			6,895			•		. 5	5,	5	0	į	<u></u>	4	365	744		000	988	1,239	930	1,311		478	335	Crimes	Part 1
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Precinct Staff Total		Clerical - County	Clerical - City	CSOs Flex	CSOs City	worn Total		Recruits	Military Leave	Sick/Disability Leave	Light Duty Officers		ity only		unty only		Patrol Sergeants Flex	Admin. Sergeant	Traffic	School Officer	HUD Funded Officer	Proactive/COP Sgts.	Proactive/Emphasis Team	Gang	Detective Sergeants	Detectives	DARE	Crime Prevention	Crime Analysis	Cros County (storement officers)	CPOs City	CPOs Flex	Captains - Precinct Ops	Captain -City Chief	Major ·	
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21.5%	25.0%		0.0%	0.0%	0.0%	21.5%	19.6%	0.0%	0.0%	0.0%	0.0%	19.6%	0.0%	0.0%	0.0%	0.0%	17.1%		0.0%	100.0%		50.0%	23.1%	%	20.0%	20.6%	25.0%	50.0%	25.0%	25.0%	0.0%		25.0%	0.0%	25.0%	
33.9%	25.0%		0.0%	88.9%	35.3%	32.4%	28.7%	0.0%	0.0%	0.0%	0.0%	6.5%	6.5%	15.6%	2.9%	0.0%	17.1%		0.0%	0.0%		50.0%	61.5%	77.8%	20.0%	32.4%	25.0%	50.0%	25.0%	37.5%	0.0%		25.0%	50.0%	25.0%	
22.8%	25.0%		0.0%	11.1%	64.7%	21.0%	18.2%	0.0%	0.0%	0.0%	0.0%	18.2%	0.0%	0.0%	0.0%	0.0%	17.1%		100.0%	0.0%		0.0%	0.0%	0.0%	40.0%	29.4%	25.0%	0.0%	25.0%	0.0%	0.0%		25.0%	0.0%	25.0%	
100.0%	100.0%		100.0%	100.0%	100.0%	100.0%	100.0%	0.0%	0.0%	0.0%	0.0%	53.1%	16.4%	30.5%	0.0% 12.9%	27.1%	60.0%		100.0%	100.0%		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%		100.0%	100.0%	100.0%	
								100.0%							100.0%				•				•													

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Licensed Gambling Establishments	Vice Unit Arrests	Tient in clocks	Taxial Hajor Crimes	nostage regotiation incidents	United Name (asserted	Gana Hali Carabad	Certific County	Bomb Disposal Incidents	1994 Workload Indicators	Licensed Gambling Establishments	ARC OUR ATTESES	I actical Office incidents	Testing I in the ideas	Part I Major Crimes	Hoctage Megalistics Incidents	Gane Hall Caraland	FFOC Caseload	Canine Details	Bomb Disposal Incidents	1994 Workload Indicators	
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	Beaux Arts	0	0	•	-					> (5	Arts	Beaux
9.73%	0.00%	0.00%	8.58%	11.11%	9.86%	10.00%	3.23%	6.94%	Burien	18	0		100	: .	. .	::		;	5	Burien	
15.68%	20.00%	8.00%	19.96%	5.56%	8.45%	17.95%	4.97%	9.03%	Federal Way	29	89	2	363		. 12	488	372	3 6	ت	Way	Federal
0.00%	0.00%	0.00%	0.60%	0.00%	0.00%	0.18%	0.03%	1.39%	Newcastle North Bend	•	0		=	: -			4 ،		J	Newcastle	
4.32%	0.00%	0.00%	0.38%	0.00%	0.00%	1.40%	0.14%	1.39%	North Bend	. 00	0		7			38	: 6	: .	J	North Bend	
5.41%	27.64%	8.00%	8.85%	22.22%	9.86%	3.24%	2.57%	1.39%	SeaTac	. 10	123	2	161		. 14	00	296	3 .		SeaTac	
8.11%	40.90%	0.00%	8.58%	0.00%	9.86%	10.70%	5.49%	0.00%	Shoreline	15	182		156	0	. 14	291	632	} _	> .	Shoreline	,
0.00%	0.00%	0.00%	0.11%	0.00%	0.00%	0.15%	0.00%	0.00%	Skykomish	0	0		2	0		4	0			Skykomish	
3.24%	0.00%	0.00%	0.88%	0.00%	0.70%	0.88%	1.29%	0.00%	Woodinville	6	0		16	0		24	148			Woodinville	
0.00%	0.00%	16.00%	0.00%	5.56%	0.00%	0.00%	4.83%	16.67%	Non- Contract			4		_			556	24		Contract Unine,	2 0
0.00% 53.51%	0.00% 11.46%	6.00% 68.00%	0.00% 52.06%	5.56% 55.56%	0.00% 61.27%	0.00% 55.50%	4.83% 77.43%	16.67% 63.19%	Uninc.	%	51	17	947	10	87	1,509	8,908	91	!	Uninc,	
100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	Total	185	445	25	1,819	18	142	2,719	11,504	144		Total	

Licensed Gambling Establishments	Vice Unit Arrests	1 actical Unit Incidents	ran 1 Major Crimes	Hostage Negotiation Incidents	Gang Unit Caseload	FFOC Caseload	Canine Details	Bomb Disposal Incidents	1995 Workload Indicators	O	Licensed Gambling Establishments	Vice Unit Arrests	1 actical Unit incidents	Part I Major Crimes	Hostage Negotiation Incidents	Cang Unit Caseload	Froc Caseload	Calline Details	Bomb Disposal Incidents	1995 Workload Indicators
0.00%	0.00%	0.00%	0.00%	0.00%		0.00%	0.00%	0.00%	Beaux Arts	,	0	0	0	• •			0		. 0	Beaux Arts
9.73%	0.00%	4.35%	7.90%	5.26%		6.93%	12.44%	3.29%	Burien	ż		0	-	144	_		211	396		Burien
15.68%	35.87%	8.70%	20.91%	5.26%		21.01%	18.28%	8.55%	Federal Way		20	33	2	381	_		640	582	13	Federal Way
0.00%	0.00%	0.00%	0.33%	0.00%		0.36%	0.00%	0.00%	Newcastle	•	-	0		6	0		. =		0	Newcastle
4.32%	0.00%	0.00%				0.76%	0.00%	0.66%	North Bend	•	ю.	0		14	0		23		_	North Bend SeaTac
5.41%	39.13%	17.39%	8.89%	15.79%		3.09%	8.58%	1.32%	SeaTac	5	5	36	4	162	u		94	273	'n	SeaTac
8.11%	18.48%	0.00%	7.52%	5.26%		10.44%	7.45%	2.63%	Shoreline	5	-	17		137			318	237	4	Shoreline
0.00%	0.00%	0.00%	0.00%	0.00%		0.00%	0.00%	0.00%	Skykomish		•	0		0	0		•		0	Skykomish
3.24%	0.00%	0.00%	1.21%	0.00%		2.40%	2.54%	0.66%	Woodinville	٠	•	0		22	0		73	. 81	-	Woodinville
0.00%	0.00%	17.39%	0.00%	10.53%		0.00%	0.00%	28.29%	Non- Contract Uninc.	0	•	0	4	0	2		0		43	Non- Contract Uninc.
0.00% 53.51%	0.00% 6.52%	52.17%	52.47%	57.89%		0.00% 55.02%	0.00% 50.71%	28.29% 54.61%	Uninc.	8	3 .	o.	12	956	=		1,676	1,614	83	Uninc.
100.00%	100.00%	100.00%	100.00%	100.00%		100.00%	100.00%	100.00%	Total	185	: ;	93	23	1,822	19	٥.	3,046	3,183	152	Total

Page 5

Tactical Unit Incidents Vice Unit Arrests Licensed Gambling Establishments	Bomb Disposal Incidents Canine Details FFOC Caseload Gang Unit Caseload Hostage Negotiation Incidents Part I Major Crimes	1994/95 Workload Indicator Avg.	1994/95 Workload Indicator Avg. Bomb Disposal Incidents Canine Details FFOC Cascload Gang Unit Cascload Hostage Negotiation Incidents Part 1 Major Crimes Tactical Unit Incidents Vice Unit Arrests Licensed Gambling Establishments
0.00% 0.00%	0.00% 0.00% 0.00% 0.00%	Beaux Arts	Beaux Arts 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
2.08% 0.00% 9.73%	5.07% 5.23% 8.38% 8.11% 8.23%	Burien	Burien 8 384 242 7 150 18
8.33% 22.72% 15.68%	8.78% 7.86% 19.57% 5.41% 20.42%	Federal Way	Federal Way 13 577 564 6 1 372 2 2 61 29
0.00% 0.00% 0.00%	0.68% 0.03% 0.28% 0.00% 0.47%	Newcastle	Newcastle 1 2 2 9 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
		North Bend	North Bend 2 8 8 11 11 0 0 8
12.50% 29.61% 5.41%	1.35% 3.87% 3.16% 18.92% 8.86%	SeaTac	SeaTac 2 285 91 7 4 162 3 80
0.00% 37.06% 8.11%	1.35% 5.92% 10.56% 2.70% 8.04%	Shoreline	Shoreline 2 433 305 7 1 147 0 100 15
0.00% 0.00% 0.00%	0.00% 0.00% 0.07% 0.00% 0.00%	Skykomish	Skykomish 0 0 2 1 0 0 0
0.00% 0.00% 3.24%	0.34% 1.56% 1.68% 0.00%	Woodinville	Woodinville 1 115 49 1 19 0 6
16.67% 0.00% 0.00%	22.64% 3.79% 0.00% 8.11% 0.00%	Non- Contract Unine.	Non- Contract Uninc. 34 87 278 5,261 0 1,593 0 44 2 11 0 952 4 15 0 29 0 99
16.67% 60.42% 0.00% 10.61% 0.00% 53.51%	22.64% 58.78% 3.79% 71.64% 0.00% 55.25% 8.11% 56.76% 0.00% 52.22%	Uninc.	Uninc. 87 5,261 1,593 44 11 952 15 29
100.00%			Total 148 7,344 2,883 711 19 1,822 24 269

Maple Valley option I - 1997

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UPDATED FOR WORKLOAD AND ORANGE BOOK

Flexible Services Model

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Precinct/City Services		Flex M	fodel Pricing S	Structure	
Title	R/O	Flex Model Billing Factor	? Amount	Flex Service Cost	FTE
Canine (city)	R/O	FTE		-	
Captain - City Chief	0	FIE		-	0.0
Captain- Pct. Operations	R	% Pot DCFS	5.76%	14,171	0.1
Community Crime Prevention Unit	0	% Pct. Activity 1	S.76%	-	0.0
Community Policing Specialists	0	. % Pct DCFS	٠	•	·
Community Service Officers	0	%FTE		-	0.0
DARE	0	%FTE Y	0.2	18,622	0.20
Evidence and Supply Tech	R/O	% FTE	NA	NA.	. N
Pct. Facilities and Maintenance	R	% Pct. DCFS	5.76%	9,549	
Major - City Chief	0	FTE		•	0.00
Major - Pct. Commander	R	% Pet. DCFS	5.76%	7,402	0.00
Office Tech I	R/O		NA	NA	N/
Office Tech II	R/O		NA	NA	NA
Office Tech III	R/O	, .	NA	NA.	NA
Pct. Crime Analysis	. 0	% Pct DCFS N	5.76%	, •	0.00
Pct. Detectives	R	% Pct DCFS	5.76%	44,501	0.40
Pct. Detective SgL	R/O	NA	NA	NA	NA
Pct. Pro-Active	0	% Pct DCFS N	5.76%	-	0.00
Reactive Patrol (flex)	R	% Pcl DCFS	0.00%	•	0.00
Reactive Patrol (city)	0	FTE	9.00	849,238	9.00
Reactive Patrol Sgts. (flex)	R	% Pct DCFS	3.84%	24,266	0.23
Reactive Patrol Sgts. (city)	0	FTE	1.00	105,264	1.00
	•		Precinct Cost	\$ 1,073,011	11.01

Support Services	R/O	Billing Factor	.7	Amount	Service Cost	FTE
Air Support	0	% DCFS or Cost per call	N	1.25%	•	-
Asset Forfeiture	o	% P1 Crimes	N	1.41%	-	•
Bomb Disposal Unit	R/O	% Incidents	Y	0.49%	688	0.00
Canine	R/O	% Canine Details	N	2.82%	-	•
Communications-911	R	% DCFS	Y	1.25%	73,265	0.88
Crimestoppers	ο.	% Total Crimes	N	1.45%	-	-
Drug Enforcement Unit	0	% P1 Crimes	N	1.41%	•	-
DWI .	0	· % DCFS	N	1.25%		- *
Fraud, Forgery, Organized Crime	0	% Caseload	N	0.76%	-	-
General Traffic	0	%DCFS	N	1.25%	•	-
Hostage Negotiation	R/O	% Incidents	Y	0.00%	•	_
Major Crimes Detectives	R	% P1 Major Crimes	Y	1.00%	37,444	0.31
Marine Patrol	0	NÁ	N			
MARR Unit	R/O.	% Incidents	Y	3.25%	12,693	0.19
otorcycle	0	%DCFS	N	1.25%	-	•
Tactical Unit	R	% Incidents	N	6.25%	-	-
Vice	0	% Unit Arrests	N	0.00%	-	•
Gambling	0	% Gambling Licenses	N	4.49%	· 	-
				Support Cost \$	124,090	1.40

^{1.} This assumes 2 dedicated reactive patrol staff for 2 shifts per day, 1 dedicated reactive patrol staff for 1 shift per day 365 days/yr. This includes 1 dedicated sergeant (city chief) and 2 shifts flex coverage.

Total Cost \$

1,197,102

12.40

^{2.} Maple Valley is expected to pay for air support, bomb disposal, MARR, and tactical unit services on a per use basis as shown in exhibit E.

7771-1	CI.	e/ Duna	% Prec. Flex	0/ T-4-1	
Workload Indicators - 1996	City	% Prec		%Total	
Dispatched Calls	1958	5.76%	5.76%	1.25%	
Pct Detective Caseload		0.00%			
Comm. Crime Prev. Cald.	· ·	0.00%			•
Part 1 Crimes	414			1.41%	
Part 2 Crimes		,			
Total Crimes	766			1.45%	
Part 1 Major Crimes (Estimate)	15.68			1.00%	199
Bomb Disposal Incidents	1	•		0.49%	199
Canine Details	29			2.82%	. 199
FFOC Caseload	. 18			0.76%	199
Gang Unit Caseload	·			•	199
Hostage Negotiation Incidents	0			0.00%	199
Tactical Unit Incidents	1	. *		6.25%	1990
Vice Unit Arrests	. 0			0.00%	199
Licensed Gambling Establishmemts	7			4.49%	1990
Pct. CPO Staff					
Pct. Crime Analysts	1		•		
Pct. Detectives	7			:	
Pct. Patrol Flex %	19.64%				
React Patrol Sgts. %	17.14%	•			
Captains - Pct. Ops.	2				
Pct. Facilities and Maintenance cost	165,681			•	
Precinct Sworn Staff	85				
Precinct CCPU Staff	. 1		÷		

Guidelines for City and County Policy Development and Implementation

I. DISCRETIONARY POLICIES UNDER THE CONTROL OF THE CITY

- Prioritization of reactive patrol free time
- Awards Program
- Travel & Expense Guidelines
- False Alarm Ordinances/Response
- Impound Procedures
- Community Policing
- Crime Prevention Standards
- Additional Training
- Supplemental Reports
- Incident Notification Policies
- Job Description of Supplemental FTE's

II. <u>Discretionary Policies which need to be negotiated with the County but</u> MAY VARY FROM CITY TO CITY

- Accident Response Criteria
- Court Attendance Policies
- Callout Procedures
- Uniform/Equipment/Vehicles (including appearance regulations)
- Reserve Program
- Communications Center Procedures
- Traffic Enforcement Policy & Procedures
- K-9 Policing
- Response Priorities
- Shift Hours
- Specialty Unit Personnel Selection (Street Crimes Units, Crime Prevention, D.A.R.E., etc.)
- Prioritization of Precinct Detective Workload

III. <u>Discretionary Policies which require uniform application department-wide</u>

- Pursuit Policy
- Seized Property
- Basic Skills Training

Emergency Vehicle Operations Firearms (Include Reviews)

- Use of Force
- Off-duty Work
- FTO Program
- Personnel Evaluation System
- IIU Policies & Procedures
- Reporting Forms
- HNT/SWAT
- Alternative Work Schedules 1
- Standards of Conduct
- Arrest Warrant Policies
- Labor Contracts (4)
- Supervisory Standards

Police Officers & Sergeants Guild

Local 519 Public Safety Employees (Lieutenants & Captains)

Local 519 Non-Commissioned Dispatchers

Local 519 Non-Commissioned (Clerical, CSO's, and Evidence & Supply Clerks)

¹* Any area that affects wages, hours or working conditions must be negotiated with the organized bargaining unit impacted. They include:

IV. POLICIES MANDATED BY LOCAL, STATE AND/OR FEDERAL LAW

- DV Response
- Search & Rescue
- Civil Process
- Landlord Tenant Policies
- Abandoned/Unclaimed Property
- Training

BLET
BAC - State
First Aid - L&I
CPR - L&I
Computer info access training
Airborne/bloodborne pathogens
OSHA/WSHA/EPA requirements

- King County Code of Ethics
- Public Disclosure & Records
- Gun Permits
- FLSA
- Family Leave & Benefits Policies
- ADA
- Civil Service Rules
- King County Career Service Rules
- EEOC Guidelines/Requirements
- Discipline

Supervision Received

- A. The Police Manager shall report to the city's chief executive officer and to the existing command structure within the King County Department of Public Safety (KCDPS).
- B. KCDPS maintains authority and responsibility over the precinct.
- C. In the event a city procedure, policy, goal or operation differs from the County's, that city shall negotiate with the County's to reach a final determination. The city and County's will share responsibility and liability for any mutually negotiated deviation from County's procedure, policy or operation.
- D. The city's chief executive officer shall have the general duty and responsibility of providing to the assigned police manager general direction relative to the furnishing of law enforcement services to the city.
- E. The police manager shall maintain communication between command structures to assure that changes in the County's are agreeable to the city and that changes in the city are agreeable to the County's.

Duties to include:

- 1. Establish goals and objectives for city police services, which reflect the specific needs within the city. Identify performance indicators for the city, which measure the established goals and objectives.
- 2. Oversee the implementation within the city of all KCDPS policies and procedures. Maintain a copy of current city police procedures on file at city hall for the city's reference. Notify city's chief executive officer of any county procedures or changes which either supplement or possibly detract from the city's goals and objectives for police services.
- 3. Oversee the implementation of all city policies and procedures relating to police services. Provide to KCDPS any written information relative to police services created by the city. Notify KCDPS of all procedures which differ from King policies and procedures.
- 4. Establish standards of performance for officers assigned to the city.
- 5. Identify areas of supplemental training for officers assigned to the city. Make recommendations to KCDPS for supplemental training. Make recommendations to the city's chief executive officer for training not provided by KCDPS.
- 6. Review the city established performance indicators for city police services against the city's stated goals and objectives. Report to the city's chief executive officer on progress of goal attainment.
- 7. Review the performance of officers assigned to the city. Report to city's chief executive officer and precinct any recommendations for performance improvement.
- 8. Perform selected roll call within city of city assigned officers.
- 9. Coordinate duties of officers assigned to the city as specific needs arise, and as requested by city's chief executive officer within the context of established policies and procedures. Report to precinct any changes in duty of city assigned officers.
- 10. Coordinate police activities within the city, including hours of operation and city specific protocols and procedures.

1997 HOURLY COSTS FOR SELECTED SERVICES

		L	T		
Service	1997 Est. Cost	1995 Flight Hours*	1997 Est. Cost 1995 Flight Hours* 1997 Hourly Cost Minimum Charge	Minimum Charge	Notes
Air Support	478,868	495	967	1,935	Minimum charge is 2 hours.

Notes	Minimum Charge	1997 Hourly Cost	1997 Est. Cost 1997 Person Hours 1997 Hourly Cost Minimum Charge	1997 Est. Cost	Service
Minimum charge is 2 hours for 2 officers	607	152	922	139,723	Bomb Disposal Unit
Notes	Minimum Charge	1997 Hourly Cost	1997 Est. Cost 1995 Mission Hours 1997 Hourly Cost Minimum Charge	1997 Est. Cost	Service

Canine Unit	Service	
1,070,096	1997 Est. Cost	
15,768	1997 Est. Cost 1997 Person Hours 1997 Hourly Cost N	
68	1997 Hourly Cost	
. 136	Minimum Charge	
Minimum charge is 2 hours for 1 officer.	Notes	

DARE Unit	Service	
1,210,425	1997 Est. Cost	
22,776	1997 Est. Cost 1997 Person Hours 1997 Hourly Cost Minimum Charge	
53	1997 Hourly Cost	
	Minimum Charge	
Typical class = 25 hours or \$1 329	Notes	

Minimum charge is 2 hours for 4 officers.	1,696	212	200	42,407	Hostage Negotiation Team
Notes	i	1997 Hourly Cost	1997 Est. Cost 1995 Mission Hours 1997 Hourly Cost Minimum Charge	1997 Est. Cost	Service
Minimum charge is 2 hours for 1 officer.	126	63	15,768	992,140	Drug Unit
Notes	<u> </u>	1997 Hourly Cost	1997 Est. Cost 1997 Person Hours 1997 Hourly Cost Minimum Charge	1997 Est. Cost	Service

Service	1997 Est. Cost	1997 Est. Cost 1997 Person Hours 1997 Hourly Cost Minimum Charge	1997 Hourly Cost	Minimum Charge	Notes
Major Crimes	3,734,888	70,080	53	107	Minimum charge is 2 hours for 1 officer.
			•		
•		1997 Hourly Cost 1997 Hourly Cost	1997 Hourly Cost		
Service	1997 Est. Cost	of Boat	per Officer	per Officer Minimum Charge	Notes
				L	

Minimum charge is 2 hours for 4 officers.	529	57	36	see above	Marine Patrol - Dive Unit
" Clark Charles to the long to the College of	000				
Minimum charge is 2 hours for 2 officers	300	57	36	731,203	Marine Patrol
۲.		l			
Notes	Minimum Charge	per Officer	of Boat	1997 Est. Cost	Service
		1997 Hourly Cost 1997 Hourly Cost	1997 Hourly Cost		

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	53	53	1,752	93,143	Polygraph Examiner
Notes	Minimum Charge	1997 Hourly Cost	1997 Est. Cost 1997 Person Hours 1997 Hourly Cost Minimum Charge	1997 Est. Cost	Service
Minimum charge is 2 hours for 2 officers	268	67	5,845	390,930	MARR Unit
Notes	Minimum Charge	1997 Hourly Cost	1997 Est. Cost 1995 Mission Hours 1997 Hourly Cost Minimum Charge	1997 Est. Cost	Service

Tactical Unit 265	Service 1997 Est. Cost	
265,452	ost	
1,270	1995 Mission Hours	
209	1995 Mission Hours 1997 Hourly Cost	
2,926	Minimum Charge	
Minimum charge is 2 hours for 7 officers.	Notes	

Service	1997 Est. Cost	1995 Mission Hours 1997 Hourly Cost	1997 Hourly Cost	Minimum Charge	Notes
factical Unit	265,452	1,270	209	2.926	Minimum charge is 2 hours for 7 officers
	·				9

1,752	219	TOTAL
(96)	(12)	Holidays
(40)	(5)	In-Service Training
(5)	(3)	Military Leave
(120)	(15)	Vacation
(72)	(9)	Sick Leave
2,088	261	Work Days
Hours	Days	Available Time

** Based on 1,752 available hours per year

*Includes mission time only