

July 28, 1998

Introduced By:

Maggi Fimia
Kent Pullen

Proposed No.:

98-478

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2

MOTION NO. **10523**

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A MOTION authorizing the County Executive to enter into
interlocal agreements with the city of Kenmore relating to the
County's provision of local services.

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WHEREAS, the city of Kenmore (the "city") will incorporate on August 31, 1998,

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and

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WHEREAS, the city desires to secure certain municipal services from the county

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for its residents, and

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WHEREAS, the county is willing and able to provide the requested municipal

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services;

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

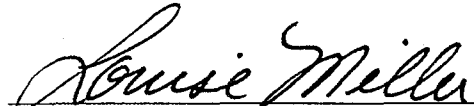
The county executive is hereby authorized to execute interlocal agreements, substantially in the forms attached, with the city of Kenmore for the county to provide the following services:

- 1. Surface Water Management
- 2. Law Enforcement

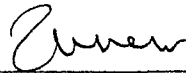
PASSED by a vote of 10 to 0 this 3rd day of August,

19 98

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:



Clerk of the Council

Attachments: Interlocal agreement for surface water services
Interlocal agreement for law enforcement services

INTERLOCAL AGREEMENT BETWEEN KING COUNTY
AND THE CITY OF KENMORE
FOR THE PROVISION OF SURFACE WATER SERVICES
AND TRANSFER OF DRAINAGE FACILITIES AND PROPERTIES

10523

1 This Agreement is hereby entered into by King County, Water and Land Resources
2 Division, and the City of Kenmore, a municipal corporation, for the provision of surface water
3 services to Kenmore and the transfer of drainage system ownership and responsibility to the City.

4 WHEREAS, the residents of the unincorporated King County area known as Kenmore
5 have voted to become an incorporated city, and

6 WHEREAS, Kenmore recognizes the need for comprehensive surface water management
7 to preserve and protect the environment, public and private property, and the health and welfare
8 of its citizens, and has adopted a surface water management program financed through a service
9 charge on developed properties, and

10 WHEREAS, King County has an established program of services to address the
11 management of storm and surface water runoff, and Kenmore wishes to contract with King
12 County to provide such services to city residents and property owners, and

13 WHEREAS, responsibility for drainage facilities formerly within King County and now
14 within Kenmore will transfer from King County to Kenmore to be assumed under the City's
15 surface water management program, together with the transfer of ownership of County-owned
16 drainage properties and transfer of drainage-related easements held by the County, and

17 WHEREAS, pursuant to RCW 36.89.050, the County and the City acknowledge that the
18 transfer of drainage-related properties and facilities is subject to the condition that the facilities
19 and properties will continue to be used for drainage control purposes, and

20 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each
21 authorized to enter into an agreement for cooperative action;

22 NOW THEREFORE, the parties hereto agree as follows:

23 I. Purpose of the Agreement

24 A. The Agreement establishes the means by which the King County Water and Land
25 Resources Division (WLRD) will provide the City of Kenmore and its residents and
26 property owners with drainage-related services and by which King County can act as
27 Kenmore's agent in the billing and collection of the City's surface water service
28 charge.

29 B. This Agreement sets forth the process by which King County will transfer to
30 Kenmore, in perpetuity, ownership of and responsibility for drainage facilities and

1 properties within city limits.

2 C. This Agreement sets forth specific surface water-related capital improvement project
3 activities King County anticipates undertaking in Kenmore.

4 II. Administration

5 A. The City and King County shall each appoint a representative to manage activities
6 covered under this Agreement and to resolve any conflicts that arise. The City and
7 King County shall each notify the other in writing of its designated representative.
8 The administrators of the Agreement shall meet as needed. Either party is authorized
9 to convene a meeting with a minimum of ten (10) calendar days written notice to the
10 other.

11 B. Any conflict that is not resolved by the Agreement administrators within ten (10)
12 working days of the meeting held to discuss the conflict shall be referred for
13 resolution to the City Manager and the WLRD Manager. If the conflict cannot be
14 resolved by the City Manager and the WLRD Manager, it shall be resolved by the
15 City Manager and the Director of the King County Department of Natural Resources
16 (DNR).

17 III. City's Authority for Surface Water Program

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

24 IV. Drainage Service Provision

25 A. King County Responsibilities

26 1. As of the date of incorporation and acting as Kenmore's agent, King County will
27 provide basic drainage services as outlined in the "Description of Basic Drainage
28 Services and Estimated Costs," attached to this Agreement as Exhibit One and
29 incorporated herein. King County will provide the following 1998 services at no
30 cost to the City: regional and residential drainage facility maintenance resulting
31 from regular 1998 facility inspections; scheduled grounds mowing for drainage
32 facilities on "mow list"; and billing and customer service for the 1998 surface

1 water service charge. King County will provide to Kenmore documentation to
2 verify that regional and residential facility maintenance resulting from 1998 f
3 acility inspections has taken place.

- 4 2. Upon the City's request and acting as Kenmore's agent, King County may
5 provide enhanced drainage services as outlined on the "Description of Enhanced
6 Drainage Services and Estimated Costs," attached to this Agreement as Exhibit
7 Two and incorporated herein.
- 8 3. King County will inform Kenmore officials, in writing and in a timely manner, of
9 delinquent surface water service charge billing accounts.
- 10 4. King County will keep records of services delivered in Kenmore and will make
11 said records available to Kenmore at least quarterly or as requested.
- 12 5. The County is a contractor of services only and does not purport to represent the
13 City professionally other than in providing services as outlined in this Agreement.

14 B. Kenmore Responsibilities

- 15 1. Kenmore's initial surface water service charge rate structure shall be as set forth
16 in Exhibit Three, attached to this Agreement and incorporated herein. Said rate
17 structure may be modified as follows: If in any given calendar year the City
18 elects to change its service charge rate structure for the following calendar year, it
19 will notify the County of the new structure at least 60 days prior to the beginning
20 of the new calendar year, allowing time for the County to make necessary
21 adjustments to the billing system.
- 22 2. Kenmore will be responsible for all actions resulting from delinquent accounts,
23 including any liens and foreclosures on Kenmore property resulting from such
24 delinquencies.

25 V. Management of Drainage Service Provision

26 A. Liaisons for Service Provision

27 The City and County will identify the City and County liaisons responsible for
28 administering the drainage services provided for in this Agreement, including day-to-
29 day service provision, contract performance, and notifying the County of requests for
30 changes to Agreement terms. The liaisons will meet regularly to review service
31 issues.

32 B. Adjustments to Services Provided

1 The liaisons will implement procedures as outlined below for adjusting the type and
2 level of services to be provided to the City, as described below:

- 3 1. *Provision of Enhanced Services.* Should the City wish the County to provide
4 enhanced drainage services as outlined on Exhibit Two, or other enhanced
5 services to be identified, the parties will agree in writing to a scope of work and
6 cost estimate for services to be provided.
- 7 2. *Service Revisions.* If Kenmore wishes to revise or discontinue a specific service
8 being provided by King County at any given time, the City will inform the
9 County in writing of the requested revision or discontinuance. The County will
10 accommodate requests to revise services where practicable in the County's
11 judgment. In the absence of a written request to discontinue a service, the County
12 will continue to provide and bill the City for the service. This provision does not
13 supersede the Termination and Amendment provisions of this Agreement, as
14 outlined in section IX.

15 VI. Financial Arrangements for Drainage Services

16 A. Surface Water Service Charge Revenue Collection and Disbursement

- 17 1. King County will bill Kenmore's surface water service charge to city property
18 owners using the King County Property Tax and Drainage Billing Statement.
- 19 2. King County will hold service charge revenues collected for Kenmore in a
20 separate account and will disburse the revenue to the City via electronic transfer
21 on each business day.
- 22 3. Kenmore will pay the County for revenue collection and disbursement as set forth
23 on Exhibit One and below:
- 24 a. Beginning in 1999, Kenmore will pay the County an annual per-account fee
25 for surface water management service charge billing and customer service.
26 The amount of the fee is established in the first quarter of each calendar year
27 and is a standardized fee charged to all jurisdictions which contract with the
28 County for surface water service charge billing and customer service.
- 29 b. Kenmore will pay a one-time fee of one dollar and eighty-six cents (\$1.86)
30 per account to cover the cost of modifying the billing system for Kenmore
31 accounts. The fee will be billed and paid in two annual installments of
32 ninety-three cents (\$0.93) per account. The first half of the charge will appear

1 on the first bill for services in 1999.

- 2 c. The King County Department of Finance will charge the City a flat one
3 percent (1%) of all revenue collected by the County for the City under the
4 terms of this Agreement, except those revenues collected as a result of City
5 enforcement action. This charge will remain unchanged for the duration of
6 this Agreement and will be deducted from the revenues collected on a
7 monthly basis by the County and forwarded to the City.

8 B. Service Costs

- 9 1. Estimated annual costs for services are shown on Exhibit One and Exhibit Two.
10 Cost estimates and actual costs (as reflected on quarterly service invoices) account
11 for direct services plus administrative overhead charges, as required by King
12 County Council Motion No. 8689.
- 13 2. Costs shown on Exhibit One are estimated for the Kenmore city area as it exists at
14 the effective date of this Agreement. Estimated and actual costs may increase
15 should Kenmore annex further land areas and request the County to provide
16 surface water services in these areas. Requested increases in service due to an
17 increased Kenmore service area will be handled through procedures outlined in
18 Agreement section V.
- 19 3. Adjustments to the type and level of service and cost of services are subject to the
20 annual budget processes of King County and Kenmore. Costs for each year will
21 reflect relevant economic adjustments such as cost of living increases adopted by
22 the King County Council.
- 23 4. In the event that King County may be required or requested to provide services to
24 Kenmore in unscheduled or unpredictable circumstances or events, the parties will
25 agree in writing for additional payment for services should those extraordinary
26 service costs cause the total of estimated services as set forth in Exhibit One to be
27 exceeded.

28 C. Billing and Payments

- 29 1. King County will prepare and present to Kenmore quarterly invoices showing the
30 actual services provided and the total cost of those services. Actual costs billed may
31 vary from estimated costs. Actual costs which exceed estimated costs as shown on
32 Exhibits One and Two will be fully documented and such documentation provided

1 to Kenmore.

2 2. In the event that Kenmore disputes the validity of any service costs billed, such
3 disputes will be resolved in a timely manner pursuant to procedures outlined in
4 Agreement Section II.

5 3. Kenmore will pay King County all undisputed billed amounts within 45 days after
6 receipt of the invoice. Interest may be assessed on undisputed amounts which are
7 unpaid after 45 days.

8 VII. 1998 Surface Water Service Charge Revenues

9 King County will transfer to Kenmore one-quarter of the surface water management
10 service charge collected by King County for 1998. King County will retain amounts
11 sufficient to pay one-quarter of the debt service portion of the 1998 King County surface
12 water service charge, pursuant to Washington State and King County statutes.

13 VIII. Transfer of Drainage System Ownership and Responsibility

14 A. Kenmore Responsibilities

- 15 1. As of the City's incorporation date, the City will assume full and complete
16 responsibility for the operation, maintenance, repairs, and any subsequent
17 improvements to the drainage facilities and/or properties listed on Exhibit Four
18 ("City of Kenmore Residential and Regional Drainage Facilities") and Exhibit
19 Five ("City of Kenmore Drainage Properties"), attached to this Agreement and
20 incorporated herein, and all liability arising from such responsibilities.
21 Responsibilities include all financial responsibilities, including but not limited to
22 materials, construction, personnel, payroll, and purchasing costs. The City does
23 not accept liability for any act or omission of the County prior to the effective date
24 of this Agreement.
- 25 2. The City agrees to operate and maintain the drainage facilities and properties
26 listed on Exhibits Four and Five as designed and to at least the same maintenance
27 standards as those adopted and employed by King County to ensure that the local
28 and watershed-wide effects of said facilities shall not be diminished.
- 29 3. The City will abide by and enforce all terms, conditions, reservations, restrictions,
30 and covenants to title.
- 31 4. The City will provide King County access to all relevant information, except that
32 information which is attorney-client privileged or otherwise exempt from

1 disclosure under RCW 42.17, which is maintained by the City in connection with
2 the facilities and properties listed on Exhibits Four and Five following transfer if
3 legal action is brought or threatened against King County or King County and the
4 City jointly with regard to the properties or facilities listed in Exhibits Four and
5 Five.

- 6 5. The City will consult with King County prior to the destruction of any
7 documentation associated with the facilities and/or properties listed on Exhibits
8 Four and Five for a period of seven (7) years.
- 9 6. The City grants King County all necessary access to drainage-related properties
10 and easements transferred to the City for purposes of providing the City with the
11 drainage facility maintenance services contracted for through this Agreement.
- 12 7. The City accepts the properties and facilities listed on Exhibits Four and Five "as
13 is." The County makes no warranty concerning such facilities other than as set
14 forth in this Agreement.

15 B. King County Responsibilities

- 16 1. On the incorporation date or as soon as possible thereafter, King County will
17 convey to the City by deeds the County-owned drainage properties listed on
18 Exhibit Five. The deeds include all access easements, all reservations of record
19 known to King County, and any specific covenants pertaining to use and
20 maintenance of the sites. Copies of all deeds will be attached to and incorporated
21 by reference into this Agreement.
- 22 2. King County will furnish the City with a list of any and all contracts or other
23 agreements, conditions or maintenance obligations, or dedications related to the
24 use or other restrictions on the conveyed properties. King County will provide the
25 City a copy of each such contract, agreement, permit or dedication to the extent
26 known and available to King County.
- 27 3. King County hereby assigns to the City all easements on private property
28 heretofore acquired by or dedicated to King County for drainage purposes.
- 29 4. King County will provide the City, at the earliest opportunity, copies of all
30 warranties, maps, titles, "as built," maintenance logs and records, maintenance
31 and performance standards, and any and all other records related to the properties
32 and facilities listed on Exhibits Four and Five, to the extent known and available to

1 King County.

2 5. King County will provide Kenmore access to all relevant information, except that
3 information which is attorney-client privileged or otherwise exempt from
4 disclosure under RCW 42.17, which is maintained by the City in connection with
5 the facilities and properties listed in Exhibits Four and Five following transfer if
6 legal action is brought or threatened against the City of Kenmore or the City of
7 Kenmore and King County jointly with regard to the properties or facilities listed
8 in Exhibits Four and Five.

9 C. Both Parties

- 10 1. Both parties will make staff available to identify and review any additional County-
11 owned drainage properties and/or facilities to be conveyed to the City. Such facilities
12 and properties include those located in areas annexed to the City in the future and
13 those for which the County's facility acceptance process has not yet been completed.
14 Additional County-owned drainage properties or facilities shall be transferred to the
15 City pursuant to this Agreement. Documentation of additional facilities to be
16 transferred shall be attached to this Agreement as an amendment, pursuant to
17 Agreement Section XI.
- 18 2. The records related to matters covered by this Agreement are subject to inspection,
19 review or audit by King County or the City at the requesting party's sole expense.
20 Such records shall be made available for inspection during regular business hours
21 within a reasonable time of the request.

22 IX. Capital Projects In Process As of Incorporation Date

23 A. Projects Planned for Construction

- 24 1. As of summer 1998, King County plans to have initiated, by the City's
25 incorporation date, construction work on specific surface water-related capital
26 improvement projects within city limits. Construction on certain of such capital
27 projects is likely to extend past the incorporation date. The projected status of
28 each capital project as of June 1998, along with projected construction
29 timeframes, is outlined on Exhibit Six, attached to this Agreement and
30 incorporated herein. King County intends to carry the projects through to
31 construction completion, without cost to Kenmore, subject to the following
32 conditions:

- a. King County obtaining any necessary permits, temporary and/or permanent easements, and rights of entry from property owners;
 - b. for projects on private property, a project scope of work which is mutually agreeable to the property owner and King County;
 - c. King County resolving any issues necessary to be resolved appropriately for project completion, such as resolution of downstream impact issues.
 - d. King County obtaining any outside funding (including federal grants) necessary for project completion.
2. In the event that King County finds that any of the conditions for project completion may not be met, King County will notify Kenmore as soon as practicable and will work cooperatively with the City on additional efforts to meet project completion conditions.
 3. In the event that a project cannot be completed due to the inability to meet completion conditions, King County and Kenmore will discuss the potential for use of funds on other projects listed on Exhibit Six or Exhibit Seven (described below), including the use of funds to cover differences between estimated and actual project costs.
 4. Constructed projects which King County deems to be drainage facilities requiring ongoing maintenance will be transferred, along with any related easements and King County owned properties, upon completion to Kenmore pursuant to Agreement Section VII.

B. Additional Capital Project Activity

As of summer 1998, King County plans to have initiated, by the City's incorporation date, additional work on specific surface water-related capital improvement projects within city limits. Work on these projects, as outlined on Exhibit Seven, attached to this Agreement and incorporated herein, is expected to extend past the incorporation date. King County intends to complete work on the projects to the completion phase as indicated in the Exhibit Seven column "Project Phase Anticipated for WLRD Completion." Completion of project phases is dependent on King County appropriately resolving the following issues: downstream impacts, necessary permitting, and private property placement; King County will work cooperatively with the City of Kenmore in efforts to resolve such issues should they arise.

1 X. Surface Water Code Enforcement

2 Kenmore and King County recognize the mutual benefits of coordinating on the transition
3 of surface water and/or water quality code enforcement actions from the County to the
4 City. Prior to the date of incorporation, King County shall have pursued appropriate
5 action, as determined by King County, to process outstanding code enforcement cases. At
6 the time of incorporation, the County will work cooperatively with Kenmore to provide
7 the City with information on any outstanding code enforcement cases and to assist the
8 City in determining appropriate future actions to pursue violations of Kenmore's surface
9 water and/or water quality codes.

10 XI. Effectiveness, Termination and Amendment

11 A. This Agreement is effective upon Kenmore's incorporation on August 31, 1998.

12 B. The drainage service provision aspects of this Agreement shall remain in effect until
13 December 31, 2001. Either party may terminate service provision with 120 days
14 written notice to the other party.

15 C. Notwithstanding termination of this Agreement, all facilities and properties
16 transferred pursuant to this Agreement shall remain the City's, unless the County
17 consents to accept said properties and facilities in writing, as approved by the King
18 County Council.

19 D. This Agreement may be amended, altered, or clarified only by written agreement of
20 the parties hereto, and may be supplemented by addenda or amendments which have
21 been agreed upon by both parties in writing. Copies of such addenda and amendments
22 shall be attached hereto and by this reference made part of this Agreement as though
23 fully set forth herein.

24 E. This Agreement is a complete expression of the terms hereto and any oral or written
25 representations or understandings not incorporated herein are excluded. The parties
26 recognize that time is of the essence in the performance of the provisions of this
27 Agreement. Waiver of any default shall not be deemed to be a waiver of any
28 subsequent default. Waiver of breach of any provision of this Agreement shall not be
29 deemed to be a waiver of any other or subsequent breach and shall not be construed to
30 be a modification of the terms of the Agreement unless stated to be such through
31 written approval by the parties which shall be attached to the original Agreement.

32 XII. Indemnification and Hold Harmless

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

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

13 B. In executing this Agreement, the County does not assume liability or responsibility
14 for or in any way release the City from any liability or responsibility which arises in
15 whole or in part from the existence or effect of City ordinances, rules or regulations.
16 If any cause, claim, suit, action or administrative proceeding is commenced in which
17 the enforceability and/or validity of any such City ordinance, rule or regulation is at
18 issue, the City shall defend the same at its sole expense and if judgment is entered or
19 damages are awarded against the City, the County or both, the City shall satisfy the
20 same, including all chargeable costs and attorney's fees.

21 C. The City shall indemnify and hold harmless King County and its elected officials,
22 officers, agents and employees, or any of them, from and against any and all claims,
23 actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever,
24 which are caused by or result from a negligent act or omission of the City, its officers,
25 agents and employees in performing obligations pursuant to this Agreement, and from
26 claims that arose after the effective date of incorporation.

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

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

4 E. Each party agrees that its obligations under this subparagraph extend to any claim,
5 demand, and/or cause of action brought by or on behalf of any employees, or agents.
6 For this purpose, each party, by mutual negotiation, hereby waives, with respect to the
7 other party only, any immunity that would otherwise be available against such claims
8 under the Industrial Insurance provisions of Title 51 RCW.

9 F. In the event that a court of competent jurisdiction finds that the City and the County
10 were concurrently negligent, then each party's liability shall only be to the extent of
11 each party's negligence.

12
13 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ of
14 _____, 19__.

15
16 Approved as to form:

KING COUNTY:

17
18
19 _____
20 Deputy Prosecuting Attorney

King County Executive

21
22
23 CITY OF KENMORE:

24
25
26 _____
27 Legal Counsel

City Manager

CITY OF KENMORE
DESCRIPTION OF BASIC DRAINAGE SERVICES AND ESTIMATED COSTS

10523

EXHIBIT ONE

Drainage System Maintenance

- Inspection of regional, residential, and commercial drainage facilities for maintenance needs. (Regional and residential facilities in current facility inventory are listed on Exhibit Four.)
- Preparation of work authorizations for residential and regional facilities based on inspection results.
- Completion of maintenance work (through King County Road Services Division Special Operations crew) identified through annual inspections; tracking of/reporting on completed work.
- As indicated, additional inspections to assess regional and residential facility conditions after major storm events; preparation and completion of work authorizations as needed.
- After-hours response during urban flooding situations (King County Road Services Division is primary responder; WLRD staff are contacted to respond as deemed appropriate by Roads)
- Preparation of Maintenance Correction Letters for commercial facilities, issuance to private property owners for their completion of maintenance, and processing of surface water service charge discounts for those property owners who certified completion of maintenance.
- Twice annual mowing of facility grounds for facilities on "mow list."
- Response to/assistance toward resolution of complaints/inquiries regarding facilities; preparation/completion of special work authorizations for regional and residential facilities where indicated.
- Technical review for acceptance of new facilities into the facility inventory.
- Updating, maintenance of facility file information and the computerized management information system.

Estimated Annual Cost (based on current facility inventory-19 regional, 68 residential, 87 commercial facilities)	\$135,000
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Drainage Investigation and Response

- Technical response to/assistance toward resolving complaints/inquiries received for drainage and water quality problems.
- Reporting on investigation results and recommendation for complaint resolution where indicated.
- Engineering support/analysis for developing options for problem resolution (upon city's request).
- Engineering study to identify resolution to significant drainage problems (if need arises and city requests)

Estimated Annual Cost (based on past activity levels):	\$75,000
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Surface Water Service Charge Billing/Customer Service

- Billing of Kenmore surface water service charge on King County property tax statement
- Response to inquiries from customers on service charge issues; adjustments to customer accounts where appropriate (includes any necessary site visits to property to verify characteristics).

Estimated Annual Cost (based on \$1.44 per-account billing fee/5,500 accounts):	\$7,920
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- One-time conversion of customer account database to reflect change to Kenmore accounts (cost excluded from annual total at bottom)

Estimated One-Time Cost (based on \$1.86 per-account conversion fee/5,500 accounts):	\$10,230
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Revenue Collection

Collection of surface water service charge revenues and daily electronic transfer of funds to Kenmore (service performed by King County Department of Finance)

Estimated Annual Cost (based on 1% of estimated annual revenue (private billings) of \$638,000):	\$6,380
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TOTAL ESTIMATED ANNUAL BASIC SERVICES:	\$224,300
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CITY OF KENMORE
DESCRIPTION OF ENHANCED DRAINAGE SERVICES AND ESTIMATED COSTS

Businesses for Clean Water. Assistance in implementing a program to recognize businesses which take steps to prevent pollution from entering drainage systems and waterways. The program forms partnerships with the business community, provides outreach and assistance on pollution prevention, and recognizes and promotes businesses which successfully implement pollution prevention practices. Program activities may include developing and providing educational materials, conducting business community outreach, providing technical assistance on pollution prevention practices, providing publicity in newspapers, newsletters and other media to focus attention on businesses working to prevent pollution, and providing "business action grants" to business groups.

Estimated cost: \$4,000 to \$25,000, depending on levels of program customization and activity and number of participant businesses

Public Involvement. Assistance to the City in sponsoring public involvement and education activities for local groups and citizens to help protect and enhance water resources. Activities can include: conducting volunteer projects such as streambank cleanup and revegetation, educational events such as native plant workshops, and stencilling storm drains with a "dump no waste - drains to stream" message.

Estimated cost: \$2,000 - \$3,000 per public involvement event

Small Drainage Improvement Projects. Design, project management, and construction of small capital facilities to address flooding problems on public or private property.

Estimated cost: Depending on project scale, costs range from \$2,000 to \$50,000

Technical Services. Consulting services provided on an hourly basis for a range of drainage- and surface water-related issues, including engineering analysis for development activity; application of surface water design manual provisions; and implementation of water quality protection measures.

Estimated cost: hourly costs ranging from \$50 to \$70

Annual Surface Water Management Service Charges

There are two types of service 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 Kenmore Residential and Regional Drainage Facilities

Exhibit Four

10523

Residential Facilities

FACILITY NAME	FILE #	FACILITY ADDRESS	DEDICATED TRACT?*	P	T	V	I	C	O
1 Amber Heights	D91845	8803 NE 150th St	No, Right of Way	N	Y	N	N	Y	N
2 Amber Heights	D91846	14803 88th Ave NE	Yes, Tract A. Also Easement	Y	N	N	N	Y	N
3 Belmont Heights	D92164	NE 145th St & 88th Ave NE	Yes, Tract A. Also Easement and Right of Way	Y	N	N	N	Y	N
4 Belmont Lane	D91981	14501 92nd Ave NE	No, Easement and Right of Way	N	Y	N	Y	Y	N
5 Berkeley Estates	D91524	87th Ct NE & NE 152nd St	No, Easement and Right of Way	N	N	Y	N	N	Y
6 Bixby Knolls Div 1	D90109	14926 72nd Pl NE	Yes, Tract A & C (tax title). Also Easement	Y	N	N	N	N	N
7 Bixby Knolls Div 1	D90110	7203 NE 149th St	Yes, Tract B (tax title). Also Easement	Y	N	N	N	N	N
8 Bon Air Heights	D91071	6800 NE 187th Pl	No, Easement and Right of Way	N	N	N	Y	Y	N
9 Bon Air Heights	D91072	NE 187th St/67th Pl NE	No, Easement	N	N	N	Y	N	N
10 Bon Air Heights	D91073	67th Pl NE & NE 185th St	No, Easement	N	Y	N	Y	N	N
11 Brookfield Div 2 (2-yr. Maint/defect bond)	D92210	7800 NE 147th St	Yes, Tract B, Also Right of Way	N	Y	N	N	N	Y
12 Brookfield Div 2 (2-yr. Maint/defect bond)	D92211	7800 NE 147th St	No, Easement and Right of Way	N	Y	N	N	Y	Y
13 Bryan Park	D91839	16200 81st Pl NE	No, Easement and Right of Way	N	Y	N	N	Y	Y
14 Bryan Park	D91840	8138 NE 161st Pl	No, on access tract for private property	N	Y	N	Y	Y	Y
15 Carla Hills	D91950	7846 NE 145th St	No, Easement and Right of Way	N	Y	N	N	Y	N
16 Carla Hills	D91951	14520 78th Ave NE	No, Right of Way	N	Y	N	N	Y	N
17 Fairway Woods	D91096	16328 Inglewood Terrace	No, Easement	N	Y	N	N	N	N
18 Forest Hills Estates	D90468	19007 61st Ave NE	No, Easement and Right of Way	N	Y	N	N	N	Y
19 Highland Vista	D91953	15208 64th Ave NE	No, Easement and Right of Way	N	Y	N	N	Y	N
20 Inglewood Court	D92194	7110 NE 165th St	No, Right of Way	N	Y	N	N	N	N
21 Inglewood Highlands	D90925	16400 Juanita Dr NE	Yes, Tract A. Also Easement	Y	N	N	N	N	Y
22 Inglewood Meadows	D92051	7187 NE 165th Pl	Yes Tract B. Also Easement and Right of Way	N	Y	N	N	N	N
23 Inglewood Place	D91369	16710 Juanita Dr NE	Yes, Tract A. Also Easement	Y	N	N	N	N	Y
24 Kenmore Lane	D91383	19603 61st Ave NE	No, Easement	N	N	N	Y	N	N
25 Kenmore Place North	D91475	19606 76th Ave NE	No, Right of Way	N	Y	N	N	N	Y
26 Kenmore Place South	D91476	19518 76th Ave NE	No, Right of Way	N	Y	N	N	N	N
27 Maplebrook	D90797	5830 NE 204th St	No, Easement and Right of Way	N	Y	N	N	Y	Y
28 McDonald Highlands	D90711	NE 151st St/Arrowhead Pt Dr	No, private property	N	Y	N	N	Y	Y
29 McDonald Highlands Tr H	D90876	15033 62nd Ave NE	No, Easement	N	Y	N	N	N	Y
30 McDonald Highlands, Tr F	D90875	6332 NE 151st St	No, Easement	N	Y	N	N	Y	Y
31 McDonald Highlands, Tr K	D90874	6635 NE 151st St	Yes, Tract K. Also Easement	N	Y	N	N	Y	Y
32 Northlake Heights #5	D90480	18501 66th Ave NE	Yes, Tract A. Also Easement and Right of Way	N	Y	N	N	Y	N
33 Northlake Hills	D90267	19717 60th Ave NE	No, Easement and Right of Way	N	Y	N	N	N	N
34 Northlake Hills	D90811	5820 NE 198th Pl	No, Easement and Right of Way	N	Y	N	N	Y	N
35 Pacific Northwest Estates	D90328	NE 159th St & 71st Ave NE	No, on private road tract	N	Y	N	N	N	Y
36 Park at Inglemoor Tr H	D92420	8850 NE 160th Pl	Yes, Tract H. Also Right of Way	N	Y	N	N	Y	N
37 Park at Inglemoor Tr F	D92421	9052 NE 160th Pl	Yes, Tract F. Also Right of Way	N	Y	N	N	Y	N
38 Park at Inglemoor Tr B & F	D92422	9050 NE 160th Pl	Yes, Tracts B & F. Also Right of Way	Y	Y	N	N	Y	N
39 Park at Inglemoor Tr A	D92423	8800 NE 160th Pl	Yes, Tract A. Also Right of Way	N	N	N	N	Y	N
40 Prestige Heights	D90214	NE 195th St/E of 63rd Ave NE	Yes, Tract A.	N	Y	N	N	N	Y
41 Prestige Heights	D90215	19101 62nd Ave NE	Yes, Tract C.	N	Y	N	N	N	N
42 Prestige Heights #2	D90213	19003 64th Ave NE	Yes, Tract B.	N	Y	N	N	N	N
43 Prestige Heights #2	D90216	19009 65th Ave NE	No, Easement and Right of Way	N	Y	N	N	N	Y
44 Prestige Heights #2	D90217	6366 NE 194th St	No, Easement and Right of Way	N	Y	N	N	N	N
45 Rainberry Park	D91531	NE 150th St & 78th Ave NE	No, Easement and Right of Way	N	Y	N	N	N	Y
46 SP 0183098	D91013	77th Pl NE & NE 167th St	No, Easement	N	Y	N	N	N	N
47 SP 0388001	D91742	8157 NE 165th St	No, Easement and Right of Way	N	Y	N	N	N	N
48 SP 0479040-041, 0379176-177, 0180054	D90816	5637 NE 200th Pl	No, Easement	N	Y	N	N	N	Y
49 SP 0484006-0484007	D91217	8003 NE 147th Pl	No, Easement	N	Y	N	N	N	N
50 SP 0578114 & 0578115	D90815	NE 201st & 60th Ave NE	No, Easement	N	Y	N	N	N	N
51 SP 0582068	D91657	NE 195th St & 76th Ave NE	Yes, Tract A.	Y	N	N	N	N	Y
52 SP 0779095	D91155	7105 NE 188th Ct	No, Easement	N	Y	N	N	N	Y
53 SP 0883087 & 0883088	D91125	15335 81st Ave NE	No, Easement	N	Y	N	N	N	Y
54 SP 0980052	D90921	19311 59th Pl NE	No, Easement	N	N	N	Y	Y	Y
55 SP 0985025	D91268	15109 84th Ave NE	No, Easement	N	Y	N	N	Y	N
56 SP 1081078	D92275	8000 NE 149th St	No, Easement	N	Y	N	N	N	N
57 SP 1185057 & 1285039	D91157	7007 NE 153rd Pl	Yes, Jackson's Country Club Tract X	Y	N	N	N	N	N
58 SP 1276024 (Fountain)	D91847	84th Ave NE & NE 146th St	No, Right of Way	N	Y	N	N	Y	Y
59 SP 1278021	D90754	8323 NE 162nd Ct	No, Easement	N	Y	N	N	N	N
60 SP 1286049 (Britton)	D91613	88th Ave NE & NE 146th St	Yes, Tract X. Also Easement	N	Y	N	N	N	Y
61 SP S89S0150-151	D92090	16926 72nd Ave NE	Yes Tract A. Also Right of Way	N	Y	N	N	Y	N
62 SP S89S0242,243	D92047	16507 69th Pl NE	Yes, Tract Y.	N	Y	N	N	N	N
63 SP S89S0268	D92259	15808 81st Pl NE	No, Easement and Right of Way	N	Y	N	N	N	N
64 SP S89S0312-313	D92112	19433 76th Ct NE	No, Easement and Right of Way	N	Y	N	N	N	N
65 Strawberry Hill	D90220	15213 72nd Ave NE	No, Easement and Right of Way	N	Y	N	N	N	Y
66 Uplake Vista Div 2	D91521	19410 65th Pl NE	No, Easement and Right of Way	N	Y	N	N	N	Y
67 Uplake Vista Div 2	D91522	19226 65th Pl NE	No, Easement and Right of Way	N	Y	N	N	N	Y
68 Vincent Court	D92039	7169 NE 167th St	No, Right of Way	N	Y	N	N	N	N

*Facilities may be wholly located on publicly-owned tracts, or may lie on easements and/or right of way

**Key to Facility Types: P=pond, T=tank, V=vault, I=infiltration, C=conveyance, O=oil/water separator

City of Kenmore
Residential and Regional Drainage Facilities

10523

Regional Facilities

FACILITY NAME	FACIL.LOCATION	DEDICATED TRACT?*	FACIL. TYPE
1 Inglewood Terrace Drainage Improvement	15830 70th Avenue NE	No, Easement	Enclosed drain
2 Quinault Estates East Sediment Pond	8628 NE 169th Street	No, Right-of-way	Settling pond
3 Quinault Estates East Tightline	16300 88th Ave. NE	No, Easement	Enclosed drain
4 Quinault Estates Sediment Vaults	8646 NE 170th Street	No, Right-of-way	Sediment vaults
5 Quinault Estates West Sediment Pond	8404 NE 169th Street	No, Right-of-way	Settling pond
6 Quinault Estates West Ravine	NE 169th Pl./84th Ave. NE	No, Easement	Enclosed drain
7 Quinault Estates Middle Ravine	84th Ave./NE 157th St.	No, Right-of-way	Enclosed drain
8 Quinault Estates Drainage Improvement	84th Ave. NE/NE 169th St.	No, Easement	Enclosed drain
9 Cottonwood Grove Drainage Improvement	20400 73rd Ave. NE	No, Easement	Enclosed drain
10 Moorlands Culvert Replacement	16527 74th Ave. NE	No, Right-of-way	Enclosed drain
11 Muck Creek Drainage Improvement	18700 71st Ave. NE	No, Easement	Enclosed drain
12 Northlake Heights Drainage Improvement	18821 64th Ave. NE	No, Easement	Enclosed drain
13 Swamp Creek Return Channel	19041 73rd Ave. NE	No, Easement	Channel
14 Swamp Creek Overflow Channel	18546 73rd Ave. NE	No, Easement and R-o-w	Channel
15 Swamp Creek Sediment Pond	19600 73rd Ave. NE	In Swamp Creek Park	Sediment pond
16 Paul Roberts Addn. Drainage Improvement	5507 NE 193rd Street	No, Easement	Enclosed drain
17 Kenlake Vista Drainage Improvement	18710 61st Place NE	No, Easement and R-o-w	Pipe system
18 Leary Bank Stabilization	19525 73rd Ave. NE	No, Easement	Bank Stabilization
19 Alderwood Manor Drainage Impvmt.	18700 blk. 80th Ave. NE	No, Easement and R-o-w	Channel

City of Kenmore Drainage Properties

Tract A, Amber Heights, as per plat recorded in Volume 162, pages 63 through 67, records of King County, Washington.

Tract A, Belmont Heights, as per plat recorded in Volume 163, pages 86 through 89, records of King County, Washington.

Tract B, Brookfield Division No. 2, as per plat recorded in Volume 169, pages 27 through 29, records of King County, Washington.

Tract B, Eagle Brook Division II, as per plat recorded in Volume 175, pages 55 through 58, records of King County, Washington.

Tracts A, B, D, Inglewood Estates, as per plat recorded in Volume 177, pages 59 through 61, records of King County, Washington.

Tract A, Inglewood Highlands, as per plat recorded in Volume 115, pages 2 through 3, records of King County, Washington.

Tract B, Inglewood Meadows, as per plat recorded in Volume 166, pages 86 through 88, records of King County, Washington.

Tract A, Inglewood Place, as per plat recorded in Volume 143, pages 42 through 44, records of King County, Washington.

Tract X of King County Short Plat No. 1185057, Recording No. 8607251341, said short plat being a portion of the SW corner of Section 13, Township 26 North, Range 4, East, W.M., King County, Washington. (Also known as Lot 3, Block C, Jackson's Country Club Unrecorded)

Tract K, McDonald Highlands, as per plat recorded in Volume 121, pages 62 through 70, records of King County, Washington.

Tract A, Northlake Heights Division No. 5, as per plat recorded in Volume 106, pages 38 and 39, records of King County.

Tracts A, B, F and H, Park at Inglemoor, as per plat recorded in Volume 175, pages 76 through 79, records of King County, Washington.

Tracts A, B & C, Prestige Heights, as per plat recorded in Volume 115, pages 97 through 101, records of King County, Washington.

Tract X of King County Short Plat No. 1286049, Recording No. 8908030712, said short plat being a portion of Lot 4, Block 1, Moorland Gardens Unrecorded.

Tract A of King County Short Plat No. 582068, Recording No. 8309220852, said short plat being a portion of Tract 3, Block 2, Alderwood Manor No. 14.

Tract A of King County Short Plat No. S89S0150, Recording No. 9010169010, said short plat being a portion of Government Lot 3, Section 12, Township 26 North, Range 4 East, W.M., in King County, Washington.

Tract Y of King County Short Plat No. S89S0243, Recording No. 9206169003, said short plat being a portion of Government Lot 4, Section 12, Township 26 North, Range 4 East, W.M., in King County, Washington.

Tract A of King County Short Plat No. S90S0406, Recording No. 970501-9007, said short plat described as follows: The North 1/2 of the SE 1/4 of the NE 1/4 of the NW 1/4 of Section 18, Township 26 North, Range 5 East, W.M., in King County, Washington.

City of Kenmore In-Process Capital Projects

Project Name	Location	Project Description	Status as of Summer 1998
Miller Property Buyout (HUD grant)	18724 73 rd Ave. NE	Purchase of property, razing of building. Property to be maintained for open space and drainage purposes in perpetuity.	Purchase negotiations initiated. Project completion likely to extend into early 1999.
Flooded Property Mitigation (Hazard Mitigation Grant from FEMA)	Stephenson (raze): 18542 73 rd Ave. NE Cartwright (raze): 19128 73 rd Ave. NE Nemirow (raze): 7319 NE 192 nd St. Tschirgi (elevate): 18926 73 rd Ave. NE	Purchase and razing of three homes/parcels. Purchase and elevation of one home for flood protection.	Awaiting grant approval by FEMA. Decision to be announced by 7/1/98. Project completion likely to extend into 1999.
Wildcliffe Shores	NE 170 th St. and 72 nd Ave. NE	Construction of bypass pipe to direct high flows from Tributary 0057C around the currently flooding area at Wildcliffe Shores.	Construction to be initiated summer 1998, likely to extend past incorporation.
Lake Forest Park Drainage Improvement	60 th PL NE/NE 190 th ST	Construction of an overflow structure to pipe floodwater to an existing road culvert.	Construction to be initiated summer 1998, likely to be completed by 8/31/98.
Black Drainage Improvement	NE 190 th & 72 nd CT NE	New pipe system to reduce flooding to home.	Construction to be initiated summer 1998, likely to be completed by 8/31/98.
Eva Harvick Drainage Improvement	NE 181 st & 80 th Ave. NE	Replace existing drain line with new pipe to alleviate property flooding.	Construction to be initiated summer 1998, likely to extend past incorporation.
Shaffer Bank Stabilization	6815 NE 204 th	Stabilize Swamp Creek streambank to prevent loss of private property and downstream sedimentation.	Construction to be initiated summer 1998, likely to extend past incorporation.
Geigle Channel Improvements	NE 187 th & 71 st NE	Acquire permanent drainage easement, clean out section of channel.	Construction to be initiated summer 1998, likely to be completed by 8/31/98.
East Cottonwood Grove Drainage Improvement	73 rd Ave. NE & 204 th Pl. NE	Install new conveyance system to R/D system to address drainage problems on three properties.	Construction to be initiated summer 1998, likely to be completed by 8/31/98.

Exhibit Seven**Additional Capital Project Activity in City of Kenmore**

Project Name	Location	Project Description	Status as of Summer 1998	Project Phase Anticipated for WLRD Completion
Swamp Creek Overflow Channel	Along 73 rd Ave. NE between NE 192 nd St. and NE 185 th St.	Widen existing overflow channel, replace access to private home across channel.	Interim design projected for 1998, final design for early 1999	Complete design
Swamp Creek Debris Control Structure	On stream immediately North of 73 rd Ave. NE bridge	Construct debris structure on channel upstream of bridge to prevent debris blockage.	Design and maintenance issues to be included in overflow channel design.	Complete design
Selective Local Berming	Locations under evaluation (probably between Wallace Park and 73 rd Ave. NE	Build setback berms to redirect overflows back into stream channel.	Feasibility study to be initiated in 1998, completed after incorporation.	Complete feasibility study

10523

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF KENMORE
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 Kenmore, 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 completed 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. Law Enforcement Services. 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, 1997, which is incorporated herein by reference:

-
- 1.1. Precinct/City Services. 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. Support Services. 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

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", August 5, 1997, which is incorporated herein by reference.
2. City Department, Shared Supervision and Flexible Services Models. 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. City Department Model. 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 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. Flexible Services Model. 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. 1998 City Law Enforcement Services. Beginning August 31, 1998, 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 1998 and thereafter, revisions to city law enforcement services shall be made in accordance with Section 4.

4. Compensation.

4.1. Development of Service Costs. 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 1998 are contained in Appendix A, "King County Police Services", August 5, 1997, 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. Development of Unit Costs. 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. Calculation of City's Estimated Contract Amount. Service costs and unit costs shall be the bases for calculating the City's estimated contract amount. Beginning on August 31, 1998, 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.
- 4.4. City's 1998 Estimated Contract Amount. The estimated contract amount for 1998 is \$1,638,659, annualized, as shown in Exhibit B, except that for 1998 only the County agrees to provide law enforcement services as described in this agreement without cost to the City for the first two months only of this agreement, being August 31, 1998 through October 31, 1998. For 1999 costs, the County agrees to revise the cost estimate provided as outlined in Section 4.8 in December, 1998, following the King County Council's adoption of the 1999 County budget, and provide the City by March 1, 1999 with a revised estimated contract amount, if lower than the amount shown in Exhibit B.
- 4.5. Mid-year Adjustment. Mid-year supplemental appropriations requested by the city will be reflected as adjustments in the current year estimated contract amount.
- 4.6. Billing. The estimated contract amount shall be billed monthly in 12 equal amounts. Payments shall be due within 30 days after invoicing by the County.
- 4.7. Annual Adjustment. Subject to the provisions of Section 4.9, beginning in May, 1999 and continuing in 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.
- 4.8. Revisions to City Law Enforcement Services and Contract Amount. Beginning in 1998, 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.

- 4.9. Limit on Annual Growth. 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. Decisions and Policy-Making Authorities. 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. Use of Non-Sworn Personnel. 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. City Purchases. 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. Assignment of Detectives. At the request of the City and to the extent feasible, as determined by the King County Sheriff 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.

- 6.14. Start-up Costs. The City agrees to reimburse the County for any and all personnel costs incurred in 1998 toward hiring officers to be assigned to the City in 1999. These costs, further described in Section 4.1 herein, shall be added to the total costs billed for 1998 and paid by the City according to this agreement.
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. Personnel and Equipment. The County is acting hereunder as an independent contractor so that:
- 8.1. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the County;
- 8.2. Status of Employees. 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. Liabilities. 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. Provision of Personnel. 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. Municipal Violations. County police personnel shall cite violations of municipal ordinances into the City's municipal court.
9. City Responsibilities. In support of the County providing the services described in Exhibit B, the City promises to:

- 9.1. Municipal Police Authority. 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. Within six months of the date of incorporation, adopt a criminal municipal code 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. Duration. This agreement is effective upon authorization and signature by both parties, except that services and charges shall commence on August 31, 1998. The contract period shall continue for a period of three years. Thereafter, the agreement shall renew automatically from year to year unless either party initiates the termination process outlined herein.
11. Termination Process. 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 eighteen months from the date of commencement of services and charges.
 - 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. Indemnification.
 - 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. Liability Related to City Ordinances, Policies, Rules and Regulations. 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. Non-discrimination. 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. Audits and Inspections. 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. Referral of Unresolved Problems. The chief executive officer of the City may refer any problem which cannot be resolved to the King County Sheriff.
- 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, 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 for such measures by a 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

CITY OF KENMORE

King County Executive

Kenmore City Manager

Approved as to Form

Approved as to Form

Deputy Prosecuting Attorney
for NORM MALENG
King County Prosecuting Attorney

Kenmore City Attorney

Precinct Services		Flex			City		
		Adj. FTE	Amount	Flex FTE Cost	FTEs	Amount	City FTE Cost
Captain - City Chief	O	1.00	\$ 126,148	\$ 126,148	1.00	\$ 123,468	\$ 123,468
Captain- Precinct Operations	R/O	7.00	\$ 889,240	\$ 127,034	7.00	\$ 870,480	\$ 124,354
Community Crime Prevention Unit	O	2.00	\$ 198,808	\$ 99,404	2.00	\$ 193,448	\$ 96,724
Community Service Officers	O	9.00	\$ 660,652	\$ 73,406	9.00	\$ 636,532	\$ 70,726
DARE	O	10.00	\$ 972,888	\$ 97,289	10.00	\$ 946,088	\$ 94,609
Evidence and Supply Tech.	R/O	na	na	na	1.00	\$ 63,538	\$ 63,538
Major - City Chief	O	3.00	\$ 401,658	\$ 133,886	3.00	\$ 393,618	\$ 131,206
Major - Pct Commander	R/O	3.00	\$ 401,658	\$ 133,886	3.00	\$ 393,618	\$ 131,206
Motorcycle - precinct based	O				8.00	\$ 819,206	\$ 102,401
Office Tech I	R/O	na	na	na	1.00	\$ 57,186	\$ 57,186
Office Tech II	R/O	na	na	na	1.00	\$ 59,921	\$ 59,921
Office Tech III	R/O	na	na	na	1.00	\$ 64,811	\$ 64,811
Precinct Crime Analysis	O	3.00	\$ 303,823	\$ 101,274	3.00	\$ 295,783	\$ 98,594
Precinct Detectives	R	28.00	\$ 3,231,942	\$ 115,427	28.00	\$ 2,613,589	\$ 93,342
Precinct Det./Proactive Sgt.	R	na	na	na	1.00	\$ 104,738	\$ 104,738
Precinct Pro-Active	O	21.00	\$ 2,480,785	\$ 118,133	21.00	\$ 1,931,218	\$ 91,963
Reactive Patrol	R	266.00	\$ 26,261,590	\$ 98,728	266.00	\$ 25,548,804	\$ 96,048
Reactive Patrol/City Admin. Sgts	R	38.00	\$ 4,229,458	\$ 111,302	38.00	\$ 4,127,631	\$ 108,622
		Flex			City		
Support Services		Adj. FTE	Amount	Flex FTE Cost	FTEs	Amount	City FTE Cost
Air Support	O	2.00	\$ 364,857	\$ 182,429	2.00	\$ 364,857	\$ 182,429
Asset Forfeiture Unit	O	3.00	\$ 358,239	\$ 119,413	3.00	\$ 358,239	\$ 119,413
Bomb Disposal Unit*	R/O	1.00	\$ 154,372	\$ 154,372	1.00	\$ 154,372	\$ 154,372
Canine (Special Ops)	R/O	9.00	\$ 1,094,416	\$ 121,602	9.00	\$ 1,094,416	\$ 121,602
Communications-911	R	59.50	\$ 5,023,464	\$ 84,428	59.50	\$ 5,023,464	\$ 84,428
Crimestoppers	O	1.00	\$ 105,170	\$ 105,170	1.00	\$ 105,170	\$ 105,170
Drug Enforcement Unit	O	9.00	\$ 1,097,640	\$ 121,960	9.00	\$ 1,097,640	\$ 121,960
DWI	O	4.00	\$ 496,138	\$ 124,035	4.00	\$ 496,138	\$ 124,035
Fraud, Forgery, Organized Crime*	O	6.00	\$ 778,387	\$ 129,731	6.00	\$ 778,387	\$ 129,731
General Traffic	O	6.00	\$ 601,241	\$ 100,207	6.00	\$ 601,241	\$ 100,207
Hostage Negotiation	R/O	0.05	\$ 5,841	\$ 116,820	0.05	\$ 5,841	\$ 116,820
Major Crimes Detectives	R	25.00	\$ 3,349,397	\$ 133,976	25.00	\$ 3,349,397	\$ 133,976
Marine Patrol	O	7.00	\$ 774,084	\$ 110,583	7.00	\$ 774,084	\$ 110,583
MARR Unit	O	6.00	\$ 437,978	\$ 72,996	6.00	\$ 437,978	\$ 72,996
Motorcycle	O	8.00	\$ 989,393	\$ 123,674	8.00	\$ 989,393	\$ 123,674
Tactical Unit	R	1.50	\$ 274,323	\$ 182,882	1.50	\$ 274,323	\$ 182,882
Vice	O	1.20	\$ 141,216	\$ 117,680	1.20	\$ 141,216	\$ 117,680
Gambling	O	0.80	\$ 94,144	\$ 117,680	0.80	\$ 94,144	\$ 117,680

	Precinct 2	Precinct 3	Precinct 4
Precinct Facilities/Maintenance Black Book Cost	144,043	142,785	152,077
2.7% increase over Orange Book Cost	151,926	150,599	160,400

A	B/C	D	E	F	G	I	J	K	L	M
1									Workload Indicators - 1994	City
2		City Model	Amount	Cost	Billing Factor		Flex Model	FTE Equip.	Dispatched Calls	Number of Calls from Workload Indicators Column B
3					NA		Flex Service Cost		Pct Detective Caseload	
4				FTE amount from Column E + FTE cost from Costs Column H	NA		NA	NA	Comm. Crime Prev. Cost	
5				FTE amount from Column E + FTE cost from Costs Column H	FTE		FTE amount from Column I + FTE cost from Costs Column E	Cost from Column I / FTE cost from Costs Column E	Part 1 Crimes	Number of P 1 Crimes from column B
6				FTE amount from Column E + FTE cost from Costs Column H	% Pct. DCFS		% of Pct. DCFS from Column N from Column N * No. of Pct. Ops. Cpts. * FTE cost from Costs Column E	Cost from Column I / FTE cost from Costs Column E	Part 2 Crimes	Number of P2 Crimes from column B
7				FTE amount from Column E + FTE cost from Costs Column H	% Pct. Activity		% of Pct. CCPU workload from Column M * No. of Pct. CCPU officers * FTE cost from Costs Column E	Cost from Column I / FTE cost from Costs Column E	Total Crimes	SUM(M5:M6)
8				FTE amount from Column E + FTE cost from Costs Column H	% Pct. DCFS		% of Pct. FlexDCFS from Column O * No. of Pct. Flex CPOs * FTE cost from Costs Column E	Cost from Column I / FTE cost from Costs Column E	Part 1 Major Crimes	Number of P1 crimes of Major Crimes Unit from Workload Indicators table
9				FTE amount from Column E + FTE cost from Costs Column H	% FTE		FTE amount from Column I + FTE cost from Costs Column E	Cost from Column I / FTE cost from Costs Column E	Bomb Disposal Incidents	WorkloadIW3
10				FTE amount from Column E + FTE cost from Costs Column H	% FTE		FTE amount from Column I + FTE cost from Costs Column E	Cost from Column I / FTE cost from Costs Column E	Canine Details	WorkloadIW4
11				FTE amount from Column E + FTE cost from Costs Column H	% FTE		NA	NA	FFOC Caseload	WorkloadIW5
12				% of Precinct FTE amount from Column E + Pct. E&M cost from Costs Row 46	% Pct. DCFS		% of Pct. DCFS from Column N * cost from Costs Line 46	NA	Gang Unit Caseload	WorkloadIW6
13				FTE amount from Column E + FTE cost from Costs Column H	FTE		% FTE amount from Column I + FTE cost from Costs Column E	Cost from Column I / FTE cost from Costs Column E	Hostage Negotiation Incidents	WorkloadIW7
14				FTE amount from Column E + FTE cost from Costs Column H	% Pct. DCFS		% of Pct. DCFS from Column N * cost from Costs Column E	Cost from Column I / FTE cost from Costs Column E	Theatrical Unit Incidents	WorkloadIW9
15				FTE amount from Column E + FTE cost from Costs Column H	FTE		NA	NA	Vice Unit Arrests	WorkloadIW10
16				FTE amount from Column E + FTE cost from Costs Column H	FTE		NA	NA	Licensed Gambling Establishments	WorkloadIW11
17				FTE amount from Column E + FTE cost from Costs Column H	FTE		NA	NA	Precinct CPO Flex	WorkloadID55
18				FTE amount from Column E + FTE cost from Costs Column H	% Pct. DCFS		% of Pct. DCFS from Column N * No. of Pct. Crime Anal. * FTE cost from Costs Column E	Cost from Column I / FTE cost from Costs Column E	Precinct Crime Analysts	WorkloadID58
19				FTE amount from Column E + FTE cost from Costs Column H	FTE		% of workload from Column M * No. of Pct. Detectives * FTE cost from Costs Column E	Cost from Column I / FTE cost from Costs Column E	Precinct Detectives	WorkloadID61
20				FTE amount from Column E + FTE cost from Costs Column H	FTE		NA	NA	Pct. Patrol Flex %	WorkloadIJ73
21				FTE amount from Column E + FTE cost from Costs Column H	% FTE		FTE amount from Column I + FTE cost from Costs Column E	Cost from Column I / FTE cost from Costs Column E	React Patrol Sgts. %	WorkloadIJ68
22				NA	% Pct. DCFS		% of Pct. Flex DCFS from Column O * Pct. flex patrol % of patrol force * cost from Costs Column D	Cost from Column I / FTE cost from Costs Column E	Captain Precinct Ops	WorkloadID54
23				FTE amount from Column E + FTE cost from Costs Column H	FTE		FTE amount from Column I + FTE cost from Costs Column E	Cost from Column I / FTE cost from Costs Column E	Pct. Facilities and Maintenance cost	CostsID46
24				NA	% Pct. DCFS		% of Pct. DCFS from Column N * Pct. patrol Sgts. * cost from Costs Column D	Cost from Column I / FTE cost from Costs Column E	Precinct Sworn Staff	WorkloadID579

	A	B	C	D	E	F	G	I	J	K	L	M
25	Reactive Patrol Sigs (city)			FTE	SUM(E4:E23) E12	FTE amount from Column E * FTE cost from Costs Column H	FTE		FTE amount from Column I * FTE cost from Costs Column E	Cost from Column I / FTE cost from Costs Column E	Precinct CCPU Staff	WorkloadID59
26		Totals			SUM(F4:F23)				SUM(J4:J23)	SUM(K4:K23)	MARR Unit	TBD
27												
28	Support Services											
29	Title	Billing Factor	Amount		City Model Cost				Flex model Cost	FTE Equip		
30	Air Support	% DCFS	% DCFS from Column P * Cost from Costs Column G		% DCFS from Column P * Cost from Costs Column G				% DCFS from Column P * Cost from Costs Column G	J30/CoatsE23		
31	Bomb Disposal Unit	% Incidents	% Incidents from Column P * cost from Costs Column G		% Incidents from Column P * cost from Costs Column G				% Incidents from Column P * cost from Costs Column G	J31/CoatsE24		
32	Canine	% Canine Details	% of Incidents from Column P * cost from Costs Column G		% of Incidents from Column P * cost from Costs Column G				% of Incidents from Column P * cost from Costs Column G	J32/CoatsE25		
33	Communications-911	% DCFS	% DCFS from Column P * Cost from Costs Column G		% DCFS from Column P * Cost from Costs Column G				% DCFS from Column P * Cost from Costs Column G	J33/CoatsE27		
34	Crimestoppers	% Total Crimes	% Total Crimes from Column P * cost from Costs Column G		% Total Crimes from Column P * cost from Costs Column G				% Total Crimes from Column P * cost from Costs Column G	J34/CoatsE28		
35	Drug Enforcement Unit	% Part 1 Crimes	% Part 1 Crimes from Column P * Cost from Costs Column G		% Part 1 Crimes from Column P * Cost from Costs Column G				% Part 1 Crimes from Column P * Cost from Costs Column G	J35/CoatsE29		
36	DWI	FTE	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 I * FTE cost from Costs Column H	J36/CoatsE30		
37	Fraud, Forgery, Organized Crime	FTE or % Caseload	% of total unit caseload from Column P * cost from Costs Column G		% of total unit caseload from Column P * cost from Costs Column G				% of total unit caseload from Column P * cost from Costs Column G	J37/CoatsE31		
38	Gang Unit Detectives	% Caseload	% of total unit caseload from from Column P * cost from Costs Column G		% of total unit caseload from from Column P * cost from Costs Column G				% of total unit caseload from Column P * cost from Costs Column G	J38/CoatsE32		
39	General Traffic	FTE	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 I * FTE cost from Costs Column H	J39/CoatsE33		
40	Hostage Negotiation	% Incidents	% Incidents from Column P * cost from Costs Column G		% Incidents from Column P * cost from Costs Column G				% Incidents from Column P * cost from Costs Column G	J40/CoatsE34		
41	Laptop and Criminal Investigations Computers	TBD	No charges in 1996 model. Formula for distributing future costs to be determined.		No charges in 1996 model. Formula for distributing future costs to be determined.				No charges in 1996 model. Formula for distributing future costs to be determined.			
42	Major Crimes Detectives	% Part 1 Major Crimes	% Part 1 Major Crimes from Column P * cost from Costs Column G		% Part 1 Major Crimes from Column P * cost from Costs Column G				% Part 1 Major Crimes from Column P * cost from Costs Column G	J42/CoatsE36		
43	Marine Patrol	NA	Formula for distributing costs to be determined.		Formula for distributing costs to be determined.				Formula for distributing costs to be determined.	J43/CoatsE37		
44	MARR Unit	TBD	% of MARR unit costs from Column P * cost from Costs Column G		% of MARR unit costs from Column P * cost from Costs Column G				% of MARR unit costs from Column P * cost from Costs Column G	J44/CoatsE38		
45	Motorcycle	FTE	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 I * FTE cost from Costs Column H	J45/CoatsE39		
46	Tactical Unit	% of Incidents	% Incidents from Column P * cost from Costs Column G		% Incidents from Column P * cost from Costs Column G				% Incidents from Column P * cost from Costs Column G	J46/CoatsE40		
47	Vice	% Unit Arrests	% Vice Unit arrests from Column P * cost from Costs Column G		% Vice Unit arrests from Column P * cost from Costs Column G				% Vice Unit arrests from Column P * cost from Costs Column G	J47/CoatsE41		

	A	B	C	D	E	F	G	I	J	K	L	M
48	Gambling			% Gambling Licenses		% Licensed gambling establishments from Column P * cost from Cost1\$ Column G			% Licensed gambling establishments from Column P * cost from Cost1\$ Column G	J48/Cost1\$E42		
49	City Model FTEs & Equip			E26+K49	Support Cost	SUM(F30:F48)				SUM(K30:K48)		
50	Flex Model FTE Equip			K26+K49	Total Cost	F49+F26						
51												
52												
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	O	P
1	% Pct. Flex	%Total
2	% of Pct. Flexible Parol areas DCFS from WorkloadI column D	% of Total DFS DCFS from WorkloadI column E
3		
4		N4*WorkloadJ58
5		WorkloadI D42
6		
7		WorkloadF42
8		% of P1 crimes of type handled by Major Crimes Unit from WorkloadI Workload Indicators table
9		WorkloadI W3/WorkloadI AG3
10		WorkloadI W4/WorkloadI AG4
11		WorkloadI W5/WorkloadI AG5
12		WorkloadI W6/WorkloadI AG6
13		WorkloadI W7/WorkloadI AG7
14		WorkloadI W9/WorkloadI AG9
15		WorkloadI W10/WorkloadI AG10
16		WorkloadI W11/WorkloadI AG11
17		
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22		
23		
24		

King County DPS

1996 Workload and Staffing

96 DCFS

	% Precinct	Pct	% Total
Precinct 1	100.00%	100.00%	32.81%
Precinct 2	100.00%	18.99%	2.36%
Woodville	2.20%	0.00%	0.00%
North Road	1.79%	3.13%	0.00%
Unincorporated	11.64%	36.61%	8.73%
Unincorporated District	13.44%	39.72%	10.08%
Unincorporated Floor	14.12%	32.86%	10.59%
Woodville % excluding Shoreline	10.63%		
Precinct 3	100.00%	100.00%	32.40%
Boys Ann Village	54	0.12%	0.04%
Maple Valley	1,953	4.53%	1.47%
Corraligo	2,538	5.87%	1.90%
Unincorporated	38,659	89.47%	28.95%
Precinct 4	100.00%	98.50%	34.79%
SeaTac	12,098	36.07%	9.07%
Burien	12,943	37.90%	9.70%
Unincorporated Floor	14,509	31.27%	10.88%
Shyway			
Vashon	1,970	4.23%	1.48%
wilke	21,356		
Precinct 5		0.00%	0.00%
Federal Way		0.00%	0.00%
Unincorporated		0.00%	0.00%

Precinct No.	Precinct 1			Precinct 4			Precinct 5			Gr. Totl
	A1	F1	K1	B1	L1	M1	A5	F5	K5	
A1	1,448	2,235	5,544							
A2	2,104	3,379	8,210							
A3	3,346	4,369	56	713						
A4	2,811	5,504	87	4,677	O1					
A5	1,549	4,127	38	4,877	O2					
A6	2,454	36	4,800	89	70					
A7	1,917									
B1	2,641	F7	585	K11	685	O4				
B2	1,556	F8	3,143	L1	1,924	O5				
B3	900	F9	2,640	L2	2,418	O6				
B4	2,200	F44		L3	3,319	O7				
B5	2,157	F99	16							
B6	1,210	H1	4,036	L4	4,617	O8				
B7	940									
B8	1,284	J1	1,862	N1	2,847					
C1	1,840	J2	2,232	N2	3,406					
C2	1,257	J3	2,151	N3	2,474					
C3	2			N4	1,770					
C4	1,483	M4	2,483	N5	1,970					
C5	2,064	C6	1,218	V1	1,970					
C7	1,001	C7	1,001							
C9	145	C9	145							
D1	1,379	D1	1,379							
W1	3,151	W1	3,151							
W7	22	W7	22							
Totals	43,745	43,749	46,397							133,271

1994 Workload Indicators

	Beacon Art	Burien	Federal Way	North Road
Bomb Disposal Incidents	0	10	13	2
Cannabis Deaths	0	372	572	16
FFOC Caused	0	272	0	5
Geog Unit Caused	0	14	11	0
Hostage Negotiation Incidents	0	2	1	0
Part 1 Major Crimes	0	156	0	11
Tactical Unit Incidents	0	0	89	0
Vice Unit Arrests	0	0	18	29
Licensed Gambling Establishments	0.00%	6.94%	9.03%	1.39%
Bomb Disposal Incidents	0.00%	3.33%	4.97%	0.07%
Cannabis Deaths	0.00%	12.19%	0.00%	0.22%
FFOC Caused	0.00%	9.86%	8.43%	0.00%
Geog Unit Caused	0.00%	11.11%	5.56%	0.00%
Hostage Negotiation Incidents	0.00%	10.71%	8.00%	0.76%
Part 1 Major Crimes	0.00%	0.00%	20.00%	0.00%
Tactical Unit Incidents	0.00%	0.00%	15.61%	0.00%
Vice Unit Arrests	0.00%	9.73%	15.61%	4.32%

1995 Workload Indicators

	Beacon Art	Burien	Federal Way	North Road
Bomb Disposal Incidents	0	5	13	0
Cannabis Deaths	0	396	532	0
FFOC Caused	0	211	0	11
Geog Unit Caused	0	1	1	0
Hostage Negotiation Incidents	0	144	2	6
Part 1 Major Crimes	0	0	33	0
Tactical Unit Incidents	0	0	18	29
Vice Unit Arrests	0.00%	3.29%	8.55%	0.66%
Licensed Gambling Establishments	0.00%	12.44%	18.28%	0.00%
Bomb Disposal Incidents	0.00%	8.77%	0.00%	0.66%
Cannabis Deaths	0.00%	12.44%	18.28%	0.00%
FFOC Caused	0.00%	8.77%	0.00%	0.66%
Geog Unit Caused	0.00%	0.00%	0.00%	0.00%

	Pct 1	Pct 2	Pct 3	Pct 4	Pct 5	Total	Total
	Critics	Critics	Critics	Critics	Critics	Critics	Critics %
Precinct 1	2,417	7,003	23,245	14,510	27,396	77,571	16.78%
Precinct 2	444	443	1,519	887	1,678	5,571	12.00%
Woodville	629	436	2,149	1,065	1,818	6,097	13.29%
Shyway	5	13	0.00%	18	0.00%	36	0.08%
North Road	240	297	8,829	537	1,019	11,922	25.94%
Unincorporated	6,099	5,904	20,749	12,003	22,664	67,419	14.68%
Precinct 3	8,564	6,324	20,145	14,888	28,076	77,997	16.98%
Boys Ann Village	9	13	0.00%	22	0.00%	44	0.10%
Maple Valley	414	332	1,419	766	1,639	4,570	10.00%
Corraligo	485	341	1,659	826	1,598	4,909	10.72%
Unincorporated	7,656	5,618	26,039	13,274	25,000	77,587	16.98%
Precinct 4	8,241	6,902	23,396	12,243	28,776	79,662	17.34%
SeaTac	2,345	1,795	7,984	4,140	7,119	23,387	5.13%
Burien	2,274	1,995	7,744	4,359	8,056	24,428	5.35%
Shyway		689		689		1,378	0.30%
Unincorporated	3,722	2,423	12,676	6,145	11,606	36,572	8.00%

	Precinct 2			Precinct 3			Precinct 4			Precinct 5		
	Pct 1	Pct 2	Pct 3	Pct 1	Pct 2	Pct 3	Pct 1	Pct 2	Pct 3	Pct 1	Pct 2	Pct 3
A1	195	318	811	383	245	811	1,003	868	466			
A2	361	508	824	574	589	811	115	101	466			
A3	524	526	811	884	688	811	493	416	466			
A4	471	608	811	1,090	725	811	159	79	01			
A5	207	256	811	538	673	811	841	689	02			
A6	486	446	811	1,063	745	811	837	608	03			
A7	346	313	811	1,203	100	811	6	4	04			
B1*	508	425	811	555	395	811	303	286	05			
B2*	275	267	811	361	306	811	484	374	06			
B3	107	128	811	6	5	811	702	473	07			
B4	379	413	811	844	720	811	826	662	08			
B5	442	394	811	9	13	811	387	463				
B6	155	233	811	833	598	811	755	554				
B7	80	113	811	389	261	811	439	353				
B8	132	166	811	389	261	811	439	353				
C1	370	296	811	445	233	811	267	284				
C2	205	205	811	268	347	811	268	347				
C3	150	198	811			811						
C4	241	160	811			811						

1995 Workload Indicators

	Beacon Art	Burien	Federal Way	North Road
Bomb Disposal Incidents	0	5	13	0
Cannabis Deaths	0	396	532	0
FFOC Caused	0	211	0	11
Geog Unit Caused	0	1	1	0
Hostage Negotiation Incidents	0	144	2	6
Part 1 Major Crimes	0	0	33	0
Tactical Unit Incidents	0	0	18	29
Vice Unit Arrests	0.00%	3.29%	8.55%	0.66%
Licensed Gambling Establishments	0.00%	12.44%	18.28%	0.00%
Bomb Disposal Incidents	0.00%	8.77%	0.00%	0.66%
Cannabis Deaths	0.00%	12.44%	18.28%	0.00%
FFOC Caused	0.00%	8.77%	0.00%	0.66%
Geog Unit Caused	0.00%	0.00%	0.00%	0.00%

1996 Workload and Staffing

Exhibit A, Part 3

Cable Detail	0.00%	5.73%	8.33%	0.13%	0.13%	4.43%	5.34%	0.00%	1.82%	3.12%	68.98%	0.31%	100.00%
FDOC-Cable	0.00%	7.66%	0.00%	0.00%	1.34%	2.83%	17.42%	0.00%	2.90%	1.20%	67.70%	0.82%	100.00%
Cable Unit/Cable	0.00%	8.16%	8.16%	0.00%	0.00%	20.41%	4.08%	0.00%	0.00%	6.12%	51.90%	0.00%	100.00%
Large Negotiation Incidents	0.00%	9.63%	0.00%	1.11%	0.00%	10.79%	8.04%	0.04%	1.06%	0.00%	62.35%	1.02%	100.00%
Part 1 Major Crimes	0.00%	8.49%	8.49%	0.00%	0.00%	8.56%	14.98%	0.00%	0.00%	16.42%	58.21%	4.48%	100.00%
Tactical Unit Incidents	0.00%	8.49%	8.49%	0.00%	0.00%	21.86%	14.98%	0.00%	0.00%	0.00%	58.21%	4.48%	100.00%
See Unit/Action	0.00%	9.70%	10.40%	0.00%	4.32%	2.51%	3.22%	0.00%	2.22%	0.00%	51.15%	3.80%	100.00%
Licensee Training Establishments	0.00%	9.70%	10.40%	0.00%	4.32%	2.51%	3.22%	0.00%	2.22%	0.00%	51.15%	3.80%	100.00%

10523

UPDATED FOR WORKLOAD AND BLUE BOOK

Shared Supervision Model-

<i>Precinct/City Services</i>		Flex Model Pricing Structure				
Title	R/O	Billing Factor	?	Amount	Cost	FTE
Canine (city)	R/O		FTE N			
Captain - City Chief	O		FTE N		-	-
Captain- Pct. Operations	R	% Estimated Time	Y	0.05	6,352	0.05
Community Crime Prevention Unit	O	% Pct. Activity	N			
Community Policing Specialists	O	% Pct. DCFS	N		-	-
Storefront Officer	O		FTE Y	0.40	39,491	0.40
Community Service Officers	O		% FTE N	0	-	-
DARE	O		FTE Y	0.1	9,729	0.10
Evidence and Supply Tech	O		% FTE	NA	NA	NA
Pct. Facilities and Maintenance	R/O	% Pct. DCFS	Y	8.61%	12,736	
Major - City Chief	O		FTE		-	-
Major - Pct. Commander	R	% Estimated Time	Y	0.05	6,694	0.05
Office Tech I	O			NA	NA	NA
Office Tech II	O			NA	NA	NA
Office Tech III	O			NA	NA	NA
Pct. Crime Analysis	O	% Pct. DCFS	Y	8.61%	8,719	0.09
Pct. Detectives	R	% Pct. Cases Assigned	Y	14.86%	102,919	0.89
Pct. Detective Sgt.	R		NA	NA	NA	NA
Pct. Pro-Active	O	% Pct. DCFS	Y	8.61%	10,171	0.09
Reactive Patrol (flex)	R/O	% Pct. DCFS	N	0.00%	-	-
Reactive Patrol (city)	R/O		FTE Y	9.00	888,550	9.00
Reactive Patrol Sgts. (flex)	R/O	% Pct. DCFS	Y	28.02%	93,571	0.84
Reactive Patrol Sgts (city)	R/O		FTE Y	1.00	111,302	1.00
				Precinct Cost \$	1,290,234	12.50

<i>Support Services</i>		Billing Factor	?	Amount	Service Cost	FTE
Air Support	O	% DCFS or Cost per call	N	2.83%	-	-
Asset Forfeiture ³	O	% P1 Crimes	N	2.66%	-	-
Bomb Disposal Unit	R/O	% Incidents	Y	2.43%	3,750	0.02
Canine	R/O	% Canine Details	Y	2.28%	24,972	0.21
Communications-911	R	% DCFS	Y	2.83%	141,923	1.68
Crimestoppers	O	% Total Crimes	N	2.84%	-	-
Drug Enforcement Unit	O	% P1 Crimes	N	2.66%	-	-
DWI	O	% DCFS	Y	2.83%	14,017	0.11
Fraud, Forgery, Organized Crime	O	% Caseload	Y	3.32%	25,848	0.20
General Traffic	O	% DCFS	Y	2.83%	16,986	0.13
Hostage Negotiation	R/O	% Incidents	Y	6.12%	358	0.00
Major Crimes Detectives	R	% P1 Major Crimes	Y	1.50%	50,095	0.37
Marine Patrol	R/NA	% Incidents	Y	11.12%	16,691	0.12
MARR Unit	R/O	% DCFS	Y	2.83%	4,572	0.06
Motorcycle	O	% DCFS	Y	2.83%	27,952	0.23
Tactical Unit	R	% Incidents	Y	4.48%	12,283	0.07
Vice	O	% Unit Arrests	Y	0.00%	-	-
Gambling	O	% Gambling Licenses	Y	0.00%	-	-
				Support Cost \$	339,448	3.21
				Total Cost \$	1,629,682	15.72
				98 Adopted Adjustment	(13,451)	
				REVISED TOTAL COST ¹ \$	1,616,231	15.72
				Computer Replacement/Rental \$	22,428	
				Unincorporated County Coverage ⁴		3.16
				REVISED TOTAL COST \$	1,638,659	18.88

10523

<u>Workload Indicators - 1996</u>	<u>City</u>	<u>% Prec</u>	<u>% Prec. Flex</u>	<u>%Total</u>
Dispatched Calls	3,768	8.61%	28.02%	2.83%
Pct Detective Caseload	144	14.86%		
Comm. Crime Prev. Csltd.				2.83%
Part 1 Crimes	783			2.66%
Part 2 Crimes	719			3.05%
Total Crimes	1502			2.84%
Part 1 Major Crimes	23			1.50%
Bomb Disposal Incidents	4			2.43%
Canine Details	130			2.28%
FFOC Caseload	73			3.32%
Gang Unit Caseload				
Hostage Negotiation Incidents	1			6.12%
Tactical Unit Incidents	1			4.48%
Vice Unit Arrests	0			0.00%
Licensed Gambling Establishments	0			0.00%
Precinct CPO Flex				
Precinct Crime Analysts	1			
Precinct Detectives	6			
Pct. Patrol Flex %	12.03%			
React Patrol Sgts. %	8.57%			
Captains - Precinct Ops	2			
Pct. Facilities and Maintenance cost	147,932			
Precinct Sworn Staff	143			
Precinct CCPU Staff				

FOOTNOTES:

- 1) This is the full flex model and reflects the current level of service provided in Kenmore.
- 2) Beginning in 1998, all cities will be offered a 50/50 split (after costs) on seized assets. See MO
- 3) Computers based on 9.0 Reactive Officers
- 4) Value of these additional officers (3 reactive patrol and .16 sgt.) is \$313,991.

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. DISCRETIONARY POLICIES WHICH NEED TO BE NEGOTIATED WITH THE COUNTY BUT 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. DISCRETIONARY POLICIES WHICH REQUIRE UNIFORM APPLICATION DEPARTMENT-WIDE

- 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

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

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)

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

Exhibit D
Police Manager

105234

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.

1998 Hourly Costs for Selected Services-EXHIBIT E

Service	1998 Est. Cost	1995/96 Ave Flight Hours*	1998 Hourly Cost	Minimum Charge	Notes
Air Support*	364,857	481	759.33	759.33	Minimum charge is 1 hour
Service	1998 Est. Cost	995/96 Ave Mission Hours	1998 Hourly Cost	Minimum Charge	Notes
Bomb Disposal Unit	154,372	1,297	119.02	476.09	Minimum charge is 2 hours
Service	1998 Est. Cost	1998 Person Hours**	1998 Hourly Cost	Minimum Charge	Notes
Canine Unit	1,094,416	15,768	69.41	138.81	Minimum charge is 2 hours
Service	1998 Est. Cost	1998 Person Hours**	1998 Hourly Cost	Minimum Charge	Notes
DARE Unit	972,888	17,520	55.53		Typical class = 25 hours
Service	1998 Est. Cost	1998 Person Hours**	1998 Hourly Cost	Minimum Charge	Notes
Drug Unit	1,097,640	17,520	62.65	125.30	Minimum charge is 2 hours
Drug Lab Response Team	1,097,640	17,520	62.65	250.60	Minimum charge is 2 hours
Service	1998 Est. Cost	995/96 Ave Mission Hours	1998 Hourly Cost	Minimum Charge	Notes
Hostage Negotiation Team	5,841	137.63	42.44	339.53	Minimum charge is 2 hours
Service	1998 Est. Cost	1998 Person Hours**	1998 Hourly Cost	Minimum Charge	Notes
Major Crimes	3,349,397	59,568	56	112	Minimum charge is 2 hours
Service	1998 Est. Cost	1998 Hourly Cost of Boat		Minimum Charge	Notes
Marine Patrol	774,084	37	58.89	309.06	Minimum charge is 2 hours
Marine Patrol - Dive Unit	see above	37	58.89	544.60	Minimum charge is 2 hours

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Service	1998 Est. Cost	1996 Mission Hours*	1998 Hourly Cost	Minimum Charge	Notes
MARR Unit	437,978	6,786	64.54	258.16	Minimum charge is 2 hour

Service	1998 Est. Cost	1998 Person Hours**	1998 Hourly Cost	Minimum Charge	Notes
Polygraph Examiner	100,597	1,752	57	57	

Service	1998 Est. Cost	995/96 Ave Mission Hours	1998 Hourly Cost	Minimum Charge	Notes
Tactical Unit	274,323	895	306.55	4,291.69	Minimum charge is 2 hour

* AIR SUPPORT UNIT DETAILS

Search & Rescue ASU missions will be "no charge".

Pro Net (bank hold-up) tracking call-outs will be "no charge".

On-view activity made by the ASU will be at "no charge" to the jurisdiction.

On duty call-outs for ASU by non-contract cites will be billed based on the hourly rate, for the "exact mission time" (no longer a two hour minimum).

Off-duty call-outs for ASU will be billed at the minimum rate of "one hour" (no longer at the two-hour minimum).

** Based on 1,752 available hours per year

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