08/11/1999

Law&SWMmot

Introduced By:

Brian Derdowski Kent Pullen

Clerk 08/13/99

Proposed No.:

1999-0451

MOTION NO. 10743

A MOTION authorizing the county executive to enter into interlocal agreements with the city of Sammamish for law enforcement and surface water management services.

WHEREAS, the city of Sammamish will incorporate on August 31, 1999, and

WHEREAS, the city desires to secure certain municipal services from the county for its residents, and

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

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

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## 10743

1 The county executive is authorized to execute interlocal agreements, substantially 2 in the forms of Attachment A and Attachment B to this motion, with the city of 3 Sammamish for the county to provide the following services: A. Law enforcement; and 4 5 B. Surface water management. PASSED by a vote of 12 to 0 this 36 day of August 6 7 KING COUNTY COUNCIL 8 KING COUNTY, WASHINGTON Duise Milly 10 11 ATTEST: 12 Terk of the Council 13 14

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Attachments: A. Interlocal Agreement Between King County and the City of Sammamish Relating to Law Enforcement Services

B. Interlocal Agreement Between King County and the City of Sammamish for the Provision of Surface Water Services and Transfer of Drainage Facilities and Properties

## 10743

## INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF SAMMAMISH 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 Sammamish, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

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

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

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

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

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

- 1. <u>Law Enforcement Services</u>. The County will make available to the City any of the law enforcement services listed in Appendix A, "King County Police Services", dated May 17, 1999, which is incorporated herein by reference:
  - 1.1. <u>Precinct/City Services.</u> Precinct/city services consist of law enforcement and other related services provided by personnel assigned to a police precinct

primarily for the benefit of the geographic areas within the boundaries of the precinct except as may be modified by Section 2. Precinct/city services include:

- 1.1.1. Reactive patrol to enforce State law and City-adopted municipal criminal and traffic codes and to respond to residents' and business' calls for service;
- 1.1.2. Proactive patrol to prevent and deter criminal activity;
- 1.1.3. Traffic patrol to enforce applicable traffic codes;
- 1.1.4. Precinct detectives to investigate local crimes such as burglary, vandalism and auto theft;
- 1.1.5. Community service and community crime prevention officers;
- 1.1.6. Drug Awareness Resistance Education (DARE) officers;
- 1.1.7. Precinct command and support staff; and
- 1.1.8. Police reserves to perform a variety of routine police patrol functions.
- 1.1.9. For purposes of this agreement, precinct/city services shall be considered required or optional in accordance with Exhibit A, except that precinct command staff shall not be required if the City opts to provide its own precinct under Section 6.4.
- 1.2. 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 Sheriff's Office. 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", May 17, 1999, which is incorporated herein by reference.
- 2. <u>City Department, Shared Supervision and Flexible Services Models</u>. Law enforcement services provided to the city under this agreement shall be available to the city under a city department model, a shared supervision model, or a flexible services model, provided that the City must select any service which is required in accordance with Exhibit A.
  - 2.1. <u>City Department Model.</u> Under the city department model, the level, degree and type of precinct/city services and the number of positions assigned to those services shall be determined by the City in consultation with the King County Sheriff 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 Sheriff's Office.
    - 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. <u>Shared Supervision Model</u>. 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 Sheriff's Office.
  - 2.2.3. Support and administrative services shall be provided to the City at the level, degree and type as provided by the County in unincorporated King County, except as otherwise modified by Section 6.3.
  - 2.2.4. Additional support services may be purchased by the City and assigned for the sole benefit of the City, provided they are optional services as defined in Exhibit A.
  - 2.2.5. The City may choose to provide its own legal advisor for the purpose of providing advice to officers assigned to its city, provided that the legal advisor shall be available to the officers on a 24-hour per day basis.
- 2.3. <u>Flexible Services Model</u>. Under the flexible services model, base level law enforcement services will be provided to the city in proportion to the City's share of workload, unless the City enhances services as provided for herein or unless the City opts to provide its own precinct under Section 6.4.
  - 2.3.1. Positions designated to provide precinct/city services to the City shall be dedicated to work within the precinct in which the City is located, subject

- to responses to assist another jurisdiction or County police precinct according to mutually agreed-upon written\_criteria.
- 2.3.2. Additional precinct/city services may be purchased at the discretion of the city and will be used in accordance with mutually agreed-upon protocols.
- 2.3.3. Additional support services may be purchased by the City for the sole benefit of the City, with the exception of any support service that is required in accordance with Exhibit A.

#### 3. <u>City Law Enforcement Services.</u>

- 3.1. <u>1996 City Law Enforcement Services.</u> Beginning September 1, 1999, 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 1999 and thereafter, revisions to city law enforcement services shall be made in accordance with Section 4.

#### 4. Compensation.

- 4.1. <u>Development of Service Costs.</u> The County shall develop service costs for each precinct/city, support, and administrative service provided by the King County Sheriff's Office. Service costs for 1999 are contained in Appendix A, "King County Police Services", May 17, 1999, which is incorporated herein by reference.
  - 4.1.1. Service costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, quartermaster, overtime, supplies, services, telephone, motor pool, lease cars, systems services, insurance, equipment and associated administrative costs. If not already included, costs shall include adjustments for cost-of-living and inflation.
  - 4.1.2. Service costs shall not include the cost of services that are required by state law, provided only within unincorporated King County, or supported by a dedicated revenue source, and services excluded from cost allocation at the discretion of the County. For the purpose of the agreement, such services and their associated administrative costs, as listed in Appendix A, shall be considered non-chargeable.
  - 4.1.3. Service costs shall reflect the deduction of revenues, as outlined in Appendix A.

- 4.2. <u>Development of Unit Costs.</u> The County shall develop unit costs for each precinct/city and support service based on service costs developed in accordance with Section 4.1. Unit costs and formulas are listed in Exhibit A.
- 4.3. <u>Calculation of City's Estimated Contract Amount.</u> Service costs and unit costs shall be the bases for calculating the City's estimated contract amount. Beginning on November 1, 1999, 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. <u>City's 1999 Estimated Contract Amount.</u> The estimated contract amount for 1999 is \$2,435,726 as shown in Exhibit B. The County agrees to revise this amount in December, 1999, following the King County Council's adoption of the 2000. County budget, and provide the City by March 1, 2000 with a revised estimated contract amount, if lower than the amount shown in Exhibit B.
- 4.5. <u>Mid-year Adjustment.</u> Mid-year supplemental appropriations requested by the city will be reflected as adjustments in the current year estimated contract amount.
- 4.6. <u>Billing.</u> The estimated contract amount shall be billed monthly in 12 equal amounts. Payments shall be due within 30 days after invoicing by the County.
- 4.7. <u>Annual Adjustment</u>. Subject to the provisions of Section 4.9, beginning in May, 2000 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 2000, 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. <u>Limit on Annual Growth.</u> The annual growth in unit costs shall not exceed 90% of the growth in the previous July to June Urban Wage and Clerical Workers Index for greater Seattle. Provided, however, any costs related to existing contractual obligations or labor\_contracts currently in negotiations, binding arbitration requirements, federal or state court mandates, federal or state law requirements, recommendations of the oversight committee which have a fiscal

impact and are approved by the County or any other costs determined by the full oversight committee to be beyond the County's control, shall not be subject to this provision.

- 5. <u>Decisions and Policy-Making Authorities.</u> The County will provide the services identified in Exhibit B in accordance with the following:
  - 5.1. Operational Decisions and Policy-Making Authorities. The respective authorities of the City and the County to make operational decisions and develop and implement policies shall be governed by the guidelines contained in Exhibit C.
  - 5.2. <u>Police Manager.</u> 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 by August 2000 a list of duties and authorities for the police manager. Such duties and authorities shall include, but shall not be limited to, those listed in Exhibit D and shall be consistent with the guidelines contained in Exhibit C.

#### 6. Special Provisions.

- 6.1. <u>Use of Non-Sworn Personnel.</u> The City and the County intend to increase the use of non-sworn personnel, and the parties agree that the following functions and positions, among others, can be considered by the oversight committee for civilianization: parking enforcement; warrant service; court liaison; crime scene technician; evidence transport; background investigations; records management; crime prevention; accident scene traffic director; missing children services; lost property services; vacation house checks; business watch; permitting; fingerprinting; abandoned vehicle tagging; park patrol; and prisoner transport.
- 6.2. <u>City Purchases.</u> As an alternative to using the County's routine supplies and equipment, the City may purchase routine supplies or purchase or lease any equipment for its own use, provided that the equipment can be integrated into applicable County systems. Routine supplies and equipment includes, but is not limited to, paper, copying machines, cellular telephones, office furnishings, laptop computers and vehicles. In the event the City chooses to purchase and/or lease any of these or similar items for its own use, the County will delete from the City's contract amount the full county charge for any items that otherwise would have been provided by the County.
- 6.3. Hourly Charges for Optional Support Services. To the extent the City does not select one or more support service designated as optional, the County will not charge the City for those services. In the event any of these services are deployed at the request of the City's chief or his/her designee with the appropriate authority, the City agrees to pay the County for the service based on the hourly charges contained in Exhibit E. The County intends to apply these charges to other jurisdictions, regardless of whether the jurisdiction has a contract with the County for law enforcement services.

- 6.4. City Police Facility. The City may purchase or lease its own police facility and provide for the maintenance of such facility. In the event the City chooses to provide for its own police facility, precinct support staff and maintenance, the County will delete from the City's contract costs the portion of county charges for precinct facilities, precinct support staff and-maintenance that otherwise would have been provided by the County. In the event a city under the city department model chooses to provide its own facility, such facility shall constitute a precinct for the geographical area of the city, as it pertains to Section 1.1.
- 6.5. Refund of Accrued Replacement Reserves. If the City has reimbursed the County for the initial purchase of any equipment prior to this agreement, or if the City has purchased equipment under the provisions of Section 6.2, and if the City chooses to terminate this agreement, the County agrees to refund to the City any accrued replacement reserves, and any accrued market rate interest, on such equipment, including vehicles, and transfer ownership of such equipment from the County to the City.
- 6.6. Exclusion of Replacement Charges for 800 MHz Radios. At the option of the City, the County agrees not to charge the City for replacement of the 800 MHz mobile and portable radios used by the officers currently assigned to the city, provided that the City agrees to pay for the full costs of replacing the radios at the end of their estimated useful life of ten (10) years or when a radio is determined by the County to no longer meet the performance standards of the County. If the City chooses to terminate this agreement prior to the expiration of the useful life of the radios, the County agrees to transfer ownership of the radios from the County to the City and the City agrees to assume responsibility for any service costs associated with continued use of the radios on the regional 800 MHz radio system, including the cost of subscriber access, reprogramming and maintenance. The cost of additional radios shall be borne by the City.
- 6.7. Observation of Labor Negotiations. The City may participate with other cities that contract with the County for law enforcement services to select no more than two (2) representatives to observe labor negotiations between the County and the collective bargaining units representing the employees of the King County Sheriff's Office, 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 or his/her designee shall confer with the City's chief executive officer or his/her designee regarding the initial assignment of personnel to the City or to patrol districts incorporating the City and thereafter shall confer with the City's chief executive officer or his/her designee regarding any proposed changes in assignment or promotions of officers assigned to the City or to patrol districts incorporating the

- city. Nothing in this agreement shall prevent individuals from seeking promotional opportunities or receiving a promotion.
- 6.9. <u>Assignment of Detectives.</u> At the request of the City and to the extent feasible, as determined by the King County Sheriff 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 1999 toward hiring officers to be assigned to the City in 2000. These costs, further described in Section 4.1 herein, shall be added to the total costs billed for 1999 and paid by the City according to this agreement.

#### 7. Reporting.

- 7.1. <u>Reporting Districts.</u> 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. <u>Notification of Criminal Activity.</u> The police manager, if designated, or the precinct commander will notify the City in the event of a significant criminal occurrence within the City.

- 7.3. Quarterly Reports. The County will report quarterly on criminal activity-and on law enforcement services provided, by major category of service as listed in Exhibit B.
- 8. <u>Personnel and Equipment</u>. The County is acting hereunder as an independent contractor so that:
  - 8.1. <u>Control of Personnel.</u> Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the County;
  - 8.2. <u>Status of Employees.</u> All persons rendering service hereunder shall be for all purposes employees of the County, except that the City may hire non-commissioned city employees to perform certain functions in conjunction with County police personnel.
  - 8.3. <u>Liabilities.</u> All liabilities for salaries, wages, any other compensation, injury, sickness or liability to the public for negligent acts or omissions arising from performance of the law enforcement services by the County hereunder shall be that of the County.
  - 8.4. <u>Provision of Personnel.</u> The County shall furnish all personnel and such resources and material deemed by the County as necessary to provide the level of law enforcement service herein described.
  - 8.5. <u>Municipal Violations.</u> County police personnel shall cite violations of municipal ordinances into the City's municipal court.
- 9. <u>City Responsibilities</u>. In support of the County providing the services described in Exhibit B, the City promises to:
  - 9.1. <u>Municipal Police Authority.</u> Confer hereby municipal police authority on such County officers as might be engaged hereunder in enforcing City ordinances within City boundaries, for the purposes of carrying out this agreement.
  - 9.2. <u>Municipal Criminal Code.</u> 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. <u>Special Supplies.</u> Supply at its own cost and expense any special supplies, stationary, notices, forms and the like where such must be issued in the name of the City.
- 10. <u>Duration.</u> This agreement is effective upon authorization and signature by both parties, except that services and charges shall commence on August 31, 1999. The contract period shall continue until December 31, 1999.
- 11. <u>Termination Process.</u> Either party may initiate a process to terminate this agreement as follows:
  - 11.1. <u>Written Notice</u>. 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 December 31, 1999.
  - 11.2. <u>Transition Plan.</u> Upon receipt of such notice, an 18-month transition period shall begin and the parties shall commence work on and complete within at least 120 days a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the County to the City. The transition plan shall identify and address any personnel, capital equipment, workload and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.

#### 12. <u>Indemnification</u>.

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

the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- 12.3. <u>Liability Related to City Ordinances</u>, <u>Policies</u>, <u>Rules and Regulations</u>. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- 12.4. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 13. <u>Non-discrimination</u>. The County and the City certify that they are Equal Opportunity Employers. The County has developed and implemented Affirmative Action Programs in accordance with the guidelines in Revised Order 4 of the United States Department of Labor. The City will develop and implement Affirmative Action Programs which meet the applicable federal standards.
- 14. <u>Audits and Inspections.</u> The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this contract and three (3) years after termination.
- 15. <u>Amendments.</u> 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. <u>Contract Administrators</u>. The chief executive officer of the City and the police manager, if designated, or the precinct commander shall serve as contract administrators to review contract performance and resolve problems. The contract

- administrators will meet at least quarterly with either party authorized to call additional meetings with ten days written notice to the other.
- 16.2. <u>Referral of Unresolved Problems.</u> The chief executive officer of the City may refer any problem which cannot be resolved to the King County Sheriff.

#### 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 by December 31, 1999, or a later mutually agreed-upon date.
  - 17.2.2. The city members may make recommendations on any issue affecting contract costs and conditions, such as the budget for the King County Sheriff's Office, 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 SAMMAMISH

King County Executive

Interim City Manager

Approved as to Form

Approved as to Form

City Attorney

Deputy Prosecuting Attorney for NORM MALENG

King County Prosecuting Attorney

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Unincorporated Dedicated	11,619	26.55%	0.00%	8.81%		2,629	74	5,137	X	4,655	
Unincorporated Flex	865'6	21.93%	57.13%	7.28%	AS	1,579	FS	4,499	<b>8</b> 2	4,876	
Shoreline A. S.	13,823	31.59%	0.00%	10.48%	9V	2,710	F6	3,850	82	7	
Kenmore	3,997	9.13%	23.79%	3.03%	A7	1,606		·			
			-		B	2,709	E	823	ΚΞ	555	
Precinct 3	41,930	100.00%	100.00%	31.79%	. B2	1,608	8£	3,443	ជ	1,900	
Beaux Arts Village	49	0.12%	0.12%	0.04%	. B3	943	F3	2,080	ä	2,464	
Maple Valley	2,364	5.64%	5.64%	1.79%	7	2,139	44	_	3	1,971	
Covington	2,590	6.18%	6.18%	1.96%	BS	2,526	F99	12			
Unincorporated	36,927	88.07%	88.07%	28.00%	98 ——	1,144	豆	2,782	3	4,473	
					187				•		
Precinct 4	46,207	100.00%	100.00%	35.03%		_	5	1,636			
SeaTac	11,808	25.55%	30.01%	8.95%	<u></u>	1,918	8	25	Z	3,075	
Bunien	13,066	. 28.28%	33.20%	%16.6	5	1,226	8	741	N2	2,330	
Unincorporated Flex	14,477	31.33%	36.79%	10.98%	C		Ş	091	2	3,491	
Skyway					8	1,318	S	2,398	¥	2,477	
Vashon	1,980	4.29%	0.00%	1.50%	ঠ		8	1,422	NS	1,693	
uninc	21,333				2	•	5	847	7	1,980	
					č	1,210					
Precinct 5		0.00%	0.00%	0.00%		606	*IH	190'1		<del></del>	
Federal Way	•	0.00%	0.00%	. %00.0	ව	194 H3•	•	1,135			
Unincorporated	•	0.00%	0.00%	0.00%	ō	1,503					
		,			IM	3,204					
			٠	•	LM7	2		•			
NOTE FOR UPDATED MODELS-pct 4 flex under burien and sea tac should take out L23 rather than L22 as	4 flex under b	urien and sea tac s	should take out	L23 rather than L22 as	·						
is currently in the formula.				٠.		•					
					-	_					

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Zing County DPS

1997 Workload and Staffing

Part 1 Crimes

								7 100000		•			ı
	3	Ġ		Ē	ē							•	
	Crimes	Part 2 Crimes	2	Crimes	Crimes %			Crimes	Crimes		ran i Crimes	Crimes	
Precinct 2	7,261	195'9	30.76%	13,822	32.20%	•	١٧	144	209	F	357		Z
Shoreline	2,370	2,281	10.04%	4,651	10.83%		42	423	318	F2	594		<u> </u>
Woodinville	485	392	2.05%	877	2.04%		٤	546	211	Œ	868	547	3
Skykomish			0.02%	<b>=</b>	0.03%		74	424	509	F4 .	1,072	741	8
North Bend	282	298	1.19%	280	1.35%		AS	348	298	FS	857	730	Z
Unincorporated	3,406	2,961	14.43%	6,367	14.83%		<b>Y</b> 6	485	436	F6	789	543	8
Kenmore ·	713	621	3.02%	1,334	3.11%		٨7	313	232	F7	149	142	\$
							<u>8</u>	496	382	F8	069	376	3
Precinct 3	8,161	890'9	34.57%	14,229	33.15%		B2*	217	239	F9	373	326	្ន
Beaux Arts Village	4	4	. 0.02%	8	0.02%		B3	119		F99	4		3
Maple Valley	479	604	2.03%	1,083	2.52%	÷		1					
Covington	817	741	3.46%	1,558	3.63%		<b>B</b>	308	393	Ħ	711	682	7
Unincorporated	198'9	4,719	29.06%	11,580	26.97%		BS	428	352	RII	4	4	ž
							98 180	119	201			<u>~</u>	Z
Precinct 4	· 8,185	6,693	34.67%	14,878	34.66%		B7	106	86	ō	285	152	2
SeaTac	2,152	1,601	9.12%	3,753	8.74%	•	88	151	178	73	=	12	¥
Burien	2,341	2,056	9.92%	4,397	10.24%		ច	448	282	8	145	68 .	ž
Skyway	768	. 561		1,329			8	202	3	25	25		7
							C22		0	ន	417	302	. •
Unincorporated	2,924	2,475	12.39%	8,399	12.58%		<u>.</u>	219	174	8	304	166	
			٠.				<u>ਨ</u>	225	175 G7	6	216	%	
							ខ	315	247				
		:					ზ	153		£	260	224	
							3	120	126				
TOTAL	23,607	19,322	100.00%	42,929	100.00%		బ	178	49				*
	٠						<u>.</u>	282	298				
							M	485	392				
							W7	٠	00				
									•			•	

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King County DPS	-					1997 Workload and Staffing.	kload and	l Staffi	ng.
Clerical - City					-	0.0%	%0.0	%0.0	100.0%
Clerical - County	4	4	9	0					
Evidence Tech	1	1	1	0	3	33.3%	33.3%	33.3%	0.0%
Precinct Staff Total	111.5	135	157	43	389.5	28.6%	34.7%	40.3%	11.0%

transport was been

100.0%

Reserve Officers Vols / RSVP Chaplains

	1994	Traffic Wor	Fraffic Workload (direct FTEs only)	TEs only)	
	DCFS	DWI	Gen. Traffic	Motorcycle	Total
Beaux Arts	0.03%	00.0	0.00	0.00	0.00
Burien	7.87%	0.31	0.31	0.63	1.26
Federal Way	17.26%	0.69	0.69	1.38	2.76
Kent Meridian	2.04%	0.08	0.08	0.16	0.33
Newcastle	0.59%	0.02	0.02	0.05	0.09
North Bend	0.78%	0.03	0.03	90:0	0.12
SeaTac	6.94%	0.28	0.28	95.0	1.11
Shoreline	8.28%	0.33	0.33	99:0	1.32
Skykomish	0.01%	0.00	0.00	00.0	0.00
Skyway	0.00%	0.00	0.00	0.00	0.00
Woodinville	1.58%	90.0	90.0	0.13	0.25
Uninc. KC	54.62%	2.18	2.18	4.37	8.74
Total FTEs	100.00%	4.00	4.00	8.00	16.00

maple valley	covington

	1994	Traffic Wor	Fraffic Workload (direct FTEs only)	TEs only)		
	DCFS	DWI	Gen. Traffic	Motorcycle	Total	
iris	0.03%	0.0			0.00	
	7.87%	0.31			1.26	
Way .	17.26%	0.69	69.0	1.38	2.76	
eridian	2.04%	0.08			0.33	
	0.59%	0.02			0.09	
end	0.78%	0.03			0.12	
2.	6.94%	0.28			1.1	
ū	8.28%	0.33			1.32	
tsi	0.01%	00.0			0.00	
	0.00%	0.00			0.00	
ville .	1.58%	90.0			0.25	
S	54.62%	2.18			8.74	
TEs	100.00%	4.00			16.00	

# King County DPS

# 1997 Workload and Staffing.

	.068   14.878 8,185
	8,161
	14.229
	7,261 6,561 14,229
	Total 13.822
Ĺ	-

Drawing 3	Progingt 1	Drading	Champling	1	è	è			è	
•	rrecinci 3	L'recinct 4	Shoreline	lotals	22%	28		Shoreline	% 101	
	-		-	4	25.0%	25.0%	25.0%	25.0%	%0.001	
		-	-	7	%0°0	0.0%	20.0%	\$0.0%	100.0%	
	7	7	0	9	33.3%	33.3%	33.3%	0.0%	100.0%	
				0						
			7	7	0.0%	0.0%	%0.0	100.0%	100.0%	
		4		<b>∞</b>	25.0%	25.0%	\$0.0%	0.0%	100.0%	
	-	_		٣	33.3%	33.3%	33.3%	0.0%	100.0%	
		-		7	0.0%	\$0.0%	\$0.0%	0.0%	. %0.001	
	, <b>m</b>	m .	•	٥	33.3%	33.3%	33.3%	0.0%	100.0%	
	00	=	m	78	. 21.4%	28.6%	39.3%	10.7%	100.0%	
	-		<b>-</b>	4	25.0%	25.0%	25.0%	25.0%	100.0%	
•	-	-		m	33.3%	33.3%	33.3%	0.0%	100.0%	
	3	6	4	81	11.1% -	16.7%	\$0.0%	22.2%	100.0%	
				7	%0.0	\$0.0%	20.0%	%0:0	100.0%	
		•		0						
	7			7	0.0%	100.0%	%0:0	0.0%	100.0%	
		٠	2	7	0.0%	0.0%	0.0%	0.0%	. %0.0	
		4	0							
	<b>5</b> 0,	1			,					
	9	•	0	82	10.8%	16.2%	21.6%	0.0%	48.6%	
	7		9	11.5	6.2%	5.4%	0.0%	16.2%	31.1%	
		-		2.5	9.5%	8.1%	2.7%	0.0%	20.3%	100.0%
	7	44	23	101.5	8.0%	5.2%	16.3%	8.2%	37.7%	_
	24	56		11	10.0%	8.9%	%9.6	0.0%	28.6%	
	49	18	0	16	8.9%	18.2%	6.7%	0.0%	33.8%	
ľ				0	%0.0	%0:0	%0.0	%0:0	%0.0	
				0	%0.0	%0:0	%0.0	0.0%	0.0%	
				ó	%0.0	%0:0	0.0%	0.0%	%0.0	
	٠			0	%0.0	%0.0	%0.0	0.0%	%0.0	100.0%
	87	88	ा इ	22 269.5	26.9%	32.3%	32.7%	8.7%	100.0%	
- 1	129	144	42	377.5	27.9%	34.2%	38.1%	11.1%	100.0%	
		£	0	3	%0'0	0.0%	100.0%	0.0%	100.0%	
	-			•	700.00	1000	1000	è	2000	

# King County DPS

# 1997 Workload and Staffing

1994 Workload Indicators	Beaux Arts	Burien	Federal Way	Newcastle	North Bend	SeaTac	Shoreline	Skykomish	Woodinville	Non- Contract	Uninc.	Total
Bomb Disposal Incidents	0	2		7	7		0	0		25	16	<del>4</del>
Canine Details	.0	372	572	4	91	296	632		148	556	8,908	11,504
FFOC Caseload	0	272	0	S	38	88	291	4	. 24		1,509	2,231
Gang Unit Caseload	•	7	71.	0	0	7	4	0	-		87	142
Hostage Negotiation Incidents	0	7	<u>÷</u>	0	0	4		0	0	-	9	81
Part I Major Crimes	0	136	•	Ξ	7	191	156	2	91		947	. 1,456
Tactical Unit Incidents			7		•	. 2				4	11	25
Vice Unit Arrests	0	0	88	0	0	123	182	0	0		51	445
Licensed Gambling Establishments	0	81	29	0	<b>∞</b>	2	15	0	•	•	66	185
						,						
	٠											
1004 Warkland Indicators	Beaux Arte	Biri.	Federal	Newson	North Bend	Ces To	Shoreline	Skykomish	Woodinville	Non-	Lining	Total
Bomb Disposal Incidents	0.00%	6.94%	9.03%	1.39%	1.39%	1.39%	0.00%	0.00%	0.00%	- 16.67%	63.19%	100.00%
Canine Details	0.00%	3.23%	4.97%	0.03%		2.57%	5.49%	0.00%	1.29%	4.83%	77.43%	100.00%
FFOC Caseload	0.00%	12.19%	0.00%	0.22%	1.70%	3.94%	13.04%	. 0.18%	1.08%	0.00%	67.64%	100.00%
Gang Unit Caseload	0.00%	%98.6	8.45%	0.00%	0.00%	898%	9.86%	0.00%	0.10%	0.00%	61.27%	100.00%
Hostage Negotiation Incidents	0.00%	11.11%	5.56%	0.00%	0.00%	22.22%	0.00%	0.00%	0.00%	5.56%	55.56%	100.00%
Part 1 Major Crimes	0.00%	10.71%	0.00%	0.76%	0.48%	11.06%	10.71%	0.14%	1.10%	0.00%	65.04%	100.00%
Tactical Unit Incidents	0.00%	0.00%	8.00%	0.00%	0.00%	8.00%	0.00%	0.00%	0.00%	16.00%	8.00%	100.00%
Vice Unit Arrests	0.00%	0.00%	20.00%	0.00%	. 0.00%	27.64%	40.90%	0.00%	0.00%	0.00%	11.46%	100.00%
Licensed Gambling Establishments	0.00%	9.73%	15.68%	0.00%	4.32%	5.41%	8.11%	0.00%	3.24%	0.00%	53.51%	%00:001
			Federal		-					Į.	•	
1995 Workload Indicators	Beaux Arts	Burien	Way	Newcastle	North Bend	SeaTac	Shoreline	Skykomish	Woodinville	Contract	Uninc.	Total
Bomb Disposal Incidents	0	'n	. 13	0	-	7	4	0	-	. 4	83	152
Canine Details		396	582			273	237		. 18		1,614	3,183
FFOC Caseload	0	211	0	=	23	25	318	0	. 73	0	1,676	2,406
Gang Unit Caseload												0
Hostage Negotiation Incidents	•	_	-	0	0	<b>m</b>	<b>-</b>	0	0	7	=	61
Part I. Major Crimes	0	144	0	<b>9</b>	7	162	137	0	22	0	1,337	1,822
Tactical Unit Incidents	0		7			4				4	12	23.
Vice Unit Arrests	•	•	£.	0	•	36	11	0	•	0	•	35

(				• .		,		•	;				
King County DPS					•		997 Wc	rkload an	1997 Workload and Staffing	. 8			
Licensed Gambling Establishments	0	<b>81</b>	29		-∞	10	51	0	9		66	185	
									-				
1995 Workload Indicators	Beaux Arts	Burien	Federal Wav	Newcastle	North Bend	SeaTac	Shoreline	Skykomish	Woodinville	Non-	Ining	Total	
Bomb Disposal Incidents	0.00%	3.29%	8.55%	0.00%			2.63%	0.00%	0.66%	28.29%	\$4.61%	100.00%	
Canine Details	0.00%	12.44%	18.28%	0.00%	0.00%	8.58%	7.45%	0.00%	2.54%	0.00%	50,71%	100.00%	
FFOC Caseload	0.00%	8.77%	.00.0	0.46%	0.96%	3.91%	13.22%	0.00%	3.03%	0.00%	%99.69	100.00%	
Gang Unit Caseload													
Hostage Negotiation Incidents	0.00%	5.26%	5.26%	0.00%	0.00%	15.79%	5.26%	0.00%	0.00%	10.53%	\$7.89%	100.00%	
Part 1 Major Crimes	0.00%	7.90%	0.00%	0.33%	0.77%	8.89%	7.52%	0.00%	1.21%	0.00%	73.38%	100.00%	
Tactical Unit Incidents	0.00%	4.35%	8.70%	0.00%	. 0.00%	17.39%	0.00%	0.00%	0.00%	17.39%	52.17%	100.00%	
Vice Unit Arrests	0.00%	0.00%	35.87%	0.00%	0.00%	-39.13%	18.48%	0.00%	0.00%	0.00%	6.52%	100.00%	
Licensed Gambling Establishments	0.00%	9.73%	15.68%	0.00%	4.32%	5.41%	8.11%	.0000	3.24%	0.00%	53.51%	100.00%	
٠			Federal							Non		Maple	
1996 Workload Indicators	Beaux Arts	Burien	Way	Covington	Covington North Bend	SeaTac	Shoreline	Skykomish	Woodinville	Contract	Uninc.	Valley	Kenmore
Bomb Disposal Incidents	0	9	24	<b>∞</b>	7	-	15	ı	4	<u>6</u>	\$		, 4
Canine Details	0	711	308	9	4	224	161	•	82		1,138	53	130
FFOC Caseload	0	77	•	0	21	•	276	•	8	83	1,339	18	73
Gang Unit Caseload													
Hostage Negotiation Incidents	0	-	7	0	0	m	~	•	0	0	4	0	-
Part I Major Crimes	0	145	0	17	. 4	175	78	•	=	0	808	. 16	23
Tactical Unit Incidents	0	0	7	0	0	0	-	•		E.	6	<del>-</del>	
Vice Unit Arrests	0	0	0	0	0	0	0	•	0	. 7	33	0	0
Licensed Gambling Establishments	0	<b>22</b>	0	0	0	=	. 21	• ;	۰,	•	66	7	0
_		•	Federal							Non-		Maple	
1996 Workload Indicators	Beaux Arts	Burien	Way	Covington	North Bend	SeaTac	Shoreline	Skykomish	Woodinville	Contract	Uninc.		Kenmore
Bomb Disposal Incidents	0.00%	5.49%	13.19%	4.40%	1.10%	0.55%	8.24%	0.00%	2.20%	10.44%	\$1.65%	0.55%	2.20%
Canine Details	0.00%	9.05%	13.17%	0.26%	0.60%	9.58%	8.42%	0.00%	. 3.51%	0.00%	48.65%	1.24%	5.56%
FFOC Caseload	0.00%	1.14%	0.00%	0.00%	1.08%	0.41%	14.24%	0.00%	2.06%	4.28%	%60.69	0.93%	3.77%
Gang Unit Caseload								0.00%					
Hostage Negotiation Incidents	0.00%	8.33%	16.67%	0.00%	0.00%	25.00%	8.33%	0.00%	0.00%	0.00%	33.33%	0.00%	8.33%
Part I Major Crimes	0.00%	11.27%	0.00%	1.32%	1.09%	13.60%	<b>%</b> 90.9	0.00%	0.85%	0.00%	62.81%	1.22%	1.79%
Tactical Unit Incidents	0.00%	0.00%	11.76%	0.00%	0.00%	0.00%	5.88%	.000%	0.00%	17.65%	52:94%	5.88%	5.88%
Vice Unit Arrests	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	%00.0	0.00%	5.71%	94.29%	0.00%	0.00%
99BS adopted xls		<i>;</i>						Page 6					
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0.00%	nore	. 51	. 4 8		7 ×2	3 ~	. 0	0		nore	9.55%	- %95'9	2.21%		12.50%	2.87%	11:11%	%00.0	0.00%	. Dice		0	150	19	0	٦.	29	2	• •	0	
4.14%	Mapic Valley Kenmore	0 <i>t</i>	72			ŗĢ		٧,	e)ue	Valley Kenmore	0.00%	1.82%	3.32%		%00.0	0.33%	0.00%	0.00%	2.87%	Maple Valley Kenmore		-	38	45	ò	0	01	_	0	. 9	
57.40%	Vninc. V	62	1,421	í	8 24	6	. 42	201		Uninc. V	39.49%	50.85%	65.54%		\$0.00%	62.87%	38.89%	64.29%	59.77%	Uning.		80	1,354	1,479	0	∞	176	6	E.	8	
. %00:0	Non- Contract	÷ :	28	•	~ c	۰,	· •••	0	N.		- 27.39%	4.35%	4.57%						%00.0	Non- Contract		35	37	19		<b></b> .	0	S.	~	0	
d Statting 3.55%	Woodinville	. 2 C	3 3	•	0 5	<b>:</b>	0	9		Woodinville	3.18%	4.66%	2.91%		0.00%	1.72%	0.00%	0.00%	3.45%	Woodinville		m	24	78	0	0	81	<b>o</b>	•	9	
1997 Workload and Staffing	Skykomish	•			• •	•	٠	•.		Skykomish	0.00%	0.04%	- 0.05%	%00:0	0.00%	0.00%	0.00%	0.00%	0.00%	Skykomish		0.00	0.33	0.33	0.00	0.00	0.00	0.00	0.00	0.00	
997 Wo 12.43%	Shoreline	13	253		0 5	-	17	21		Shoreline	8.28%	9.47%	11.67%		0.00%	8.28%	2.56%	20.24%	12.07%	Shoreline	•	=	226	282			105	-	=	61	Į.
6.51%	SeaTac	7 616	46	•	- Y	9 0		=,		SeaTac	4.46%	8.27%	2.12%		6.25%	11.15%	0.00%	3.57%	6.32%	SeaTac		m	237	49	0	7	158	<del>-</del>	<b>:</b>	=	
5.33%	North Bend	7 7	37		<b>&gt;</b> =	: °	0	6		North Bend	1.27%	1.20%	1.71%		0.00%	0.90%	0.00%	0.00%	5.17%	 North Bend		7	15	27	0	0	<b>E</b>	0	0	6	
0.00%	Covington	0 5	4 4	•		. 0		•		Covington	0.00%	2.02%	1.89%		0.00%	0.57%	0.00%	0.00%	0.00%	Covington		4	50	21	0	0	12	0	0	0	,
0.00%	Federal Way	•	o'	0 (	<b>,</b>		•	0	Federal	Way	0.00%	0.00%	0.00%		0.00%	0.00%	0.00%	0.00%	0.00%	Federal	•	12	297	0	0	-	0	_	=	2	
10.65%	Burien	10	87	•	1 K	? -		82	,	Burien	6.37%	10.75%	4.01%	0.00%	18.75%	11.31%	2.56%	2.38%	10.34%	Burien		<b>∞</b>	295	101	0	7	142	-	<del>-</del>	<u></u>	
.000%	Beaux Arts	0 0	0	•	<b>-</b>		0	0		Beaux Arts	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	Beaux Arts		0	0	0	•	0	0	0	ö	0	
King County DPS Licensed Gambling Establishments	1997 Workload Indicators	Bomb Disposal Incidents Caning Details	FFOC Caseload	Gang Unit Caseload	Hostage Negotiation incidents Part 1 Major Crimes	Tactical Unit Incidents	Vice Unit Arrests	Licensed Gambling Establishments		1997 Workload Indicators	Bomb Disposal Incidents	Canine Details -	FFOC Caseload	Gang Unit Caseload	Hostage Negotiation Incidents	Part I Major Crimes	Tactical Unit Incidents	Vice Unit Arrests	Licensed Gambling Establishments	1995/96/97 Workload Indicator Ave.		Bomb Disposal Incidents	Canine Details	FFOC Caseload	Gang Unit Caseload	Hostage Negotiation Incidents	Part I Major Crimes	Tactical Unit Incidents	Vice Unit Arrests	Licensed Gambling Establishments	

			Federal	ر.						Non-		Maple	٠.
1995/96/97 Warkload Indicator Avg.	Beaux Arts	Burien	Way	Covington	North Bend	SeaTac	Shoreline	Skykomish	Woodinville	Contract	Uninc.	Valley	Kenmore
Bomb Disposal Incidents	0.00%	4.95%	7.33%	2.38%	0.99%	1.98%	6.34%	0.00%	1.98%	20.79%	47.33%	0.30%	5.64%
Canine Details	0.00%	10.63%	10.70%.	1.05%	0.54%	8.54%	8.15%	%10.0	3.40%	1.35%	48.85%	1.37%	5.39%
FFOC Caseload	0.00%	4.83%	0.00%	0.93%	1.22%	2.23%	12.78%	0.02%	3.53%	2.75%	%+6.99	2.04%	2.74%
Gang Unit Caseload													
Hostage Negotiation Incidents	0.00%	10.31%	6.19%	0.00%	0.00%	14.43%	4.12%	0.00%	0.00%	8.25%	47.42%	0.00%	9.28%
Part I Major Crimes	0.00%	9.76%	0.00%	0.82%	0.89%	10.81%	7.22%	0.00%	1.23%	0.00%	66.58%	0.67%	1.99%
Tactical Unit Incidents	0.00%	3.33%	6.67%	0.00%	0.00%	6.67%	3.33%	0.00%	0.00%	23.33%	46.67%	2.50%	7.50%
Vice Unit Arrests	0.00%	0.95%	15.64%	%00.0 · ·	0.00%	18.48%	.16.11%	0.00%	0.00%	4.74%	44.08%	0.00%	0.00%
Licensed Gambling Establishments	0.00%	10.11%	5.43%	0.00%	4.87%	\$.99%	10.67%	0.00%	3.37%	0.00%	56.18%	3.37%	0.00%

#### MARR Unit Costing Data DRAFT

					Diagranii		
1993	Fatalities	Injuries	% of Total	Eluding	% of Total Call-outs	% of Total TOTA	AL.
Federal Way	3	10		4	0		17
SeaTac	0	8		1	0		8
Burien	0	1		1	, 3		5
Woodinville	0	3		0	0		3
North Bend	0	0		0	0		0
Shoreline**	1	10		3	0		14
Unincorporated	24	42		20	. 2		88
Total	- 28	74		29	. 5	1	36
**includes an estimated 3 a	ccidents wh	ich were i	handled by 1	WSP			
					Diagram		
1994	Fatalities	Injuries	% of Total	Eluding	% of Total Call-outs	% of Total TOT	<u>AL</u>
Federal Way	4	17		4	. 0		25
SeaTac	3	8		8	0		19
Burien	Ō	5		2	3		10
Burien VYoodinville	0	5		2	3		10 0
	0	5 0 4		2 0 1	3 0		10 0 5
VY ood in ville	0 0 0 3	5 0 4 14		2 0 1 6	3 0 0 3		0 5 26
Woodinville North Bend	0 0 0 3 25	5 0 4 14 56		2 0 1 6 21	3 0 0 3 11		0 5 26 113
Woodinville North Bend Shoreline**	0 0 0 3 25 35			2 0 1 6 21 42	3 0 0 3 11 17		0 5 26

					Diagram	_	
1995	Fatalities	Injuries	% of Total	Eluding	% of Total Call-outs	% of Total	TOTAL
Federal Way	1	8		7	2	•	18
SeaTac	. 4	4		1	4		13
Burien	1	4		0	1		- 6
Woodinville	0	3		0	0		3
North Bend	. 0	1 1		. 0	1		2
Shoreline**	2	6		7	3		16
Unincorporated	24	50	•	23	12		109
Total	. 32	76		38	23		169
**includes an actimates	d 3 accidents wh	ich were	vd belboad	WSP			

					Diagram		
1996	<u>Fatalities</u>	Injuries	% of Total	Eluding	% of Total Call-outs	% of Total	TOTAL
Federal Way	9	15		7	6		37
SeaTac	6	5		1	. 2		14
Burien	0	11		3	4		18
Woodinville	1	0		1	1	•	3
North Bend	1	.1		1	0		3
Shoreline	3	6		5	3		. 17
Maple Valley	3	1		1	1		6
Covington	2	1		1	0		4
Unincorporated	21	41		16	23		101
Total	48	81		36	. 40		203
					•		
1997	Fatalities	Injuries	% of Total	Eluding	% of Total Call-outs	% of Total	TOTAL
Federal Way	0			0	0		0
SeaTac	2	7		2	0		11
Burien	0	2		4	. 0		6
Woodinville	. 0	3		0	0		3
North Bend	0	0		Ó	. 0		0
Shoreline	4	6		3	. 0		13
Maple Valley	2	3		1	0	•	6
Covington	ō	2		Ó	O.		2
Kenmore	Ö	2	•	ō			
44 1	•						

		City		City		City	Diagram	City
Fatalities	injuries	% of Total	Eluding	% of Total	TOTAL	% of Total	Call-outs	% of Total
10	23	12.60%	14	17.46%	. 47	13.74%	0	0.00%
9	13	8.66%	3	4.16%	26	7.60%	0	0.00%
0	14	5.60%	7	8.73%	22	6.34%	0	0.00%
1	4	1.91%	1	1.25%	6	1.75%	0	0.00%
1	1	0.89%	1	1.25%	3	0.97%	0	0.00%
8	- 14	8.27%	10	12.89%	32	9.36%	0	0.009
3	3	2.42%	1	. 1.66%	8	2.24%	0	0.009
1	3	1.34%	1	0.82%	4	1.17%	0	0.00%
0	2	0.76%	0	0.00%	2	0.58%	.0	0.009
49	102	57.54%	42	51.98%	192	56.24%	. 0	0.009
82	180	100.00%	08	100.00%	342	100.00%	0	0.00%
	9 0 1 1 8 3 1 0	10 23 9 13 0 14 1 4 1 1 8 14 3 3 1 3 0 2 49 102	e Fatalities   Injuries   % of Total   10   23   12.60%   9   13   8.66%   0   14   5.60%   1   1   1   1.01%   1   1   1   1   1.01%   1   1   1   1   1   1   1   1   1	e Fatalities Injuries % of Total Etuding 10 23 12.60% 14 9 13 8.66% 3 3 0 14 5.50% 7 1 1 1 1 0.89% 1 1 1 1 0.89% 1 1 8 14 8.27% 10 3 3 2.42% 1 1 1 3 1.34% 1 0 2 0.76% 0 49 102 57.54% 42	E Tatalities         Injuries         % of Total         Etuding         % of Total           10         23         12.60%         14         17.48%           9         13         8.66%         3         4.16%           0         14         5.60%         7         8.73%           1         4         1.91%         1         1.25%           8         14         8.27%         10         12.89%           3         3         2.42%         1         1.66%           1         3         1.34%         1         0.62%           0         2         0.76%         0         0.00%           49         102         57.54%         42         51.98%	e Fatalities         Inhuries         % of Total         Etuding         % of Total         TOTAL           10         23         12.65%         14         17.45%         42           9         13         8.65%         3         4.16%         26           0         14         5.60%         7         8.73%         22           1         4         1.91%         1         1.25%         3           8         14         8.27%         10         12.89%         3           3         3         2.24%         1         1.66%         8           1         3         1.34%         1         0.62%         4           0         2         0.76%         0         0.00%         2           49         102         57.54%         42         51.98%         192	e Tatalities         Inturies         % of Total         Etuding         % of Total         TOTAL         % of Total           10         23         12.60%         14         17.49%         47         19.71%         47         19.71%         47         19.71%         26         7.60%         26         7.60%         26         7.60%         22         6.34%         22         6.34%         11.75%         68         1.75%         68         1.75%         68         1.75%         3         0.97%         3         0.97%         3         0.97%         3         0.97%         3         2.24%         1         1.66%         8         2.24%         1         1.66%         8         2.24%         1         1.65%         8         2.24%         1         1.06%         4         1.17%         4         1.17%         4         1.75%         4         1.17%         4         1.17%         4         1.17%         4         1.17%         4         1.17%         4         1.17%         4         1.17%         4         1.17%         4         1.17%         4         1.17%         4         1.17%         4         1.17%         4         1.17%         4         1.17%	e Tatalities         Injuries         % of Total         Eludind         % of Total         TOTAL         % of Total         Call-outs           10         23         12.65%         14         17.49%         47         13.74%         0           9         13         8.66%         3         4.16%         26         7.66%         0           0         14         5.60%         7         8.73%         22         6.34%         0           1         4         1.191%         1         1.25%         6         1.75%         0           1         1         0.89%         1         1.25%         3         0.97%         0           8         14         8.27%         10         12.89%         32         9.36%         0           3         3         2.42%         1         1.66%         8         2.24%         0           1         3         1.34%         1         0.62%         4         1.17%         0           0         2         0.76%         0         0.00%         2         0.58%         0           49         102         57.54%         42         51.98%         192

				revised					City
Adjusted 94 - 98 average	<b>Fatalities</b>	<u>Injuries</u>	less 8%***	subtotal	% of Total	Eluding	% of Total	TOTAL	% of Total*
Federal Way	10	23	(2.64)	30	12.60%	- 14	17.46%	44	13.82%
SeaTac		. 13	(1.81)	21	8.66%	3	4.18%	24	7,53%
Burien	l o	14	(1.17)	13	5.60%	7	8.73%	20	6.38%
Woodinville	1	4	(0.40)	5	1.91%	1	1.25%	8	1.74%
North Bend	1	1	(0.19)	. 2	0.89%	1	1.25%	3	0.98%
Shoreline	8	14	(1.73)	20	8.27%	10	12.89%	30	9.43%
Maple Valley	3	3	(0.51)	6	2.42%	. 1	1.68%	7	2.23%
Covington	1	3	(0.28)	3	1,34%	1	0.62%	4	1.16%
Kenmore	0	2	(0.16)	2	0.76%	0	0.00%	2	0.57%
Unincorporated	. 49	102	(12.05)	139	57.54%	42	51.98%	180	56.15%
Total	82	180	(20.95)	241	100.00%	80	100,00%	321	100.00%

Subtotal	487,074	
less Revenue Credit	(185,580)	*******
Less Officer Accident Investigation	(64,834)	
Less Crime Scene Investigation	(72,938)	(72,938)
Cost of MARR Unit	810,427	

Assume that fatality/injury cases take 55 hour.
Assume that eluding cases take 10 hours eluding case weight 0.15 fatality/injury case weight 0.85

## 10743

#### UPDATED FOR 1997 WORKLOAD AND MARCH 17 ADOPTED GREEN BOOK

#### **Shared Supervision Model**

Precinct/City Services	<u>.                                      </u>	riex Mo	del Pricing Struc	ture	
Title	R/O	Billing Factor ?	Amount	Cost	FTE
Canine (city)	R/O	FTE N			
Captain - City Chief	0	FTE Y	1.00	127,248	1.00
Captain- Pct. Operations	R.	% Pct DCFS Y	6.83%	8,692	0.0
Community Crime Prevention Unit	0	% Pct DCFS N	-	-	•
Community Policing Specialists	0	% Pct. DCFS N			•
Storefront Officer	0	FTE N	•	•	-
Community Service Officers	0	% FTE N	-		-
School Resource Officer	0	, FTE Y	2.00	203,851	2.00
Evidence and Supply Tech	0	%FTE N	-	-	-
Pct. Facilities and Maintenance	R/O	% Pct. DCFS	6.83%	10,658	
Major - City Chief	0	FTE N			
Major - Pct. Commander	R	% Pct DCFS Y	6.83%	9,844	0.0
Motorcycle	0	FTE Y	1.00	86,747	1.0
Office Tech I	0	FTE	NA	ΝA	N/
Office Tech II	0	FTE	.NA	NA	N/
Office Tech III	0	FTE	NA	NA	N/
Pct. Crime Analysis	0	% Pct. DCFS Y	6.83%	6,933	0.0
Pct. Detectives	R	FTE Y	1.00	97,216	1.0
Pct. Detective Sgt.	R/O	% Pct DCFS N	. NA	NA	N/
Pct. Pro-Active	0	FTE Y	1.00	94,806	1.0
Reactive Patrol (flex)	R/O	% Pct. Ded N	-	•	-
Reactive Patrol (city)	R/O	FTE Y	14.00	1,426,958	14.0
Reactive Patrol Sgts. (flex)	R/O	FTE Y	1.16	132,168	1.1
Reactive Patrol Sgts. (city)	R/O	FTE N	-	•	-
Administrative Sgt (city)	R/O	FTE Y	1.00	113,938	1.0

Support Services	R/O	Billing Factor	?	Amount	Service Cost	FTE
Air Support	Ö	% DCFS or Cost per call	N	0.00%	-	-
Asset Forfeiture <sup>3</sup>	0	% P1 Crimes	N	3.22%	-	
Bomb Disposal Unit	R/O	% Incidents	N	`0.00%	·-	-
Canine	R/O	% Canine Details	Y	0.78%	7,542	′ 0.0
Communications-911	R	% DCFS	Y	2.27%	117,691	1.6
Drug Enforcement Unit	0	% P1 Crimes	Y	3.22%	30,781	0.2
Domestic Violence Intervention Unit (DVIU)	0	% Caseload	Y	1.45%	14,280	0.1
DWI	0	% DCFS	Y	2.27%	11,192	0.0
Fraud, Forgery, Organized Crime	0	% Caseload	Y	2.40%	21,158	0.1
General Traffic	0	% DCFS	N	0.00%	-	-
Hostage Negotiation	R/O	% Incidents	Y	6.19%	351	0.0
Major Crimes Detectives	R	% P1 Major Crimes	Y	1.37%	45,861	0.3
Marine Patrol	R/NA	%Incidents	Y	16.50%	24,759	0.2
MARR Unit	R/O	% Incidents	Y	0.65%	2,714	0.0
Motorcycle	. 0	% DCFS	N	0.00%	,•	
Tactical Unit	R	% Incidents	Y	2.50%	4,613	0.0
Vice	0	% Unit Arrests	Y	0.00%	-	
Gambling	0	% Gambling Licenses	Y	0.00%		
				Support Cost	280,943	3.0
				Total Cost 5	2,600,002	25.4

O&M Costs of Storefront \$

REVISED TOTAL COST<sup>1</sup> \$

COPS Universal Hiring Credit (8.0 FTE)<sup>2</sup> \$

35,724

(200,000)

25.40

2,435,726

<sup>1)</sup> This exhibit does not include the cost of purchasing laptop computers or the replacement fund.

<sup>2)</sup> COPS Universal Hiring Grant Credit will be received annually at \$25,000 per FTE for three years.

Workload Indicators - 1997	City	% Ртес	% Prec. Ded	%Total
Dispatched Calls	2,989	6.83%	25.73%	2.27% 1997
Pct Detective Caseload	69	11.90%	•	1997
Comm. Crime Prev. Csld.				1997
Part I Crimes	760			3.22% 1997
Part 2 Crimes	596			3.08% 1997
Total Crimes	1356			3.16% 1997
				1997
Part 1 Major Crimes	20	*		1.37% 96/97 Average
Bomb Disposal Incidents	12			7.14% 96/97 Average
Canine Details	22			0.78% 96/97 Average
DVIU Caseload	. 50			1.45% 97 Average
FFOC Caseload	53			2.40% 96/97 Average
Hostage Negotiation Incidents	1			6.25% 96/97 Average
Tactical Unit Incidents	1			2.50% 96/97 Average
Vice Unit Arrests	0			0.00% 96/97 Average
Licensed Gambling Establishments	0			0.00% 96/97 Average
Precinct CPO Flex				
Precinct Crime Analysts	1			
Precinct Detectives	6			
Precinct Patrol Flex	24			*
React Patrol Sgts.	3			
Captains - Precinct Ops	. 2			
Pct. Facilities and Maintenance cost	156,028			
Precinct Sworn Staff	105.5			
Precinct CCPU Staff	0			

#### Exhibit C

#### Guidelines for City and County Policy Development and Implementation

#### I. <u>DISCRETIONARY POLICIES UNDER THE CONTROL OF THE CITY</u>

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

### II. <u>DISCRETIONARY POLICIES WHICH NEED TO BE NEGOTIATED WITH THE COUNTY BUT</u> MAY VARY FROM CITY TO CITY

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

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

- Pursuit Policy
- Seized Property
- Basic Skills Training

Emergency Vehicle Operations Firearms (Include Reviews)

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

Police Officers & Sergeants Guild

Local 519 Public Safety Employees (Lieutenants & Captains)

Local 519 Non-Commissioned Dispatchers

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

<sup>&</sup>lt;sup>1</sup>\* Any area that affects wages, hours or working conditions must be negotiated with the organized bargaining unit impacted. They include:

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

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

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

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

#### **Supervision Received**

- A. The Police Manager shall report to the city's chief executive officer and to the existing command structure within the King County Sheriff's Office (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 to reach a final determination. The city and County 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 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 County 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 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.

# ASSET SEIZURE AND FORFEITURE MEMO OF UNDERSTANDING #A BETWEEN THE KING COUNTY SHERIFF'S OFFICE AND THE CITY OF SAMMAMISH

WHEREAS the King County Sheriff's Office Drug Enforcement Unit (Hereinafter Drug Enforcement Unit), and the City of Sammamish agree to enter into a contract for joint criminal investigations and civil asset forfeiture investigations involving drug related offenses in violation of the Uniform Controlled Substances Act (RCW 69.50.505), violations of the Legend Drug Act (RCW 69.41), violations of the Money Laundering Act (RCW 9A.82), property involved in a Felony (RCW, property involved in a Felony (RCW Chapter 10.105) and any additional criminal or seizure statutes which may be applicable currently or in the future; and

IT IS HEREBY AGREED that the Drug Enforcement Unit will be the seizing entity for any asset forfeiture cases initiated under this contract; and

IT IS HEREBY AGREED between the parties that any properties, real or personal, forfeited to the Drug Enforcement Unit in conjunction with the above mentioned cases will be sold in accordance with the applicable state law, and the proceeds from those sales divided equally between the two agencies; and

IT IS FURTHER AGREED that the division will be 50% to the City of Sammamish and 50% to the Drug Enforcement Unit or applicable seizure fund; and

IT IS FURTHER AGREED that the division will occur after the Drug Enforcement Unit has submitted the required ten percent (10%) to the State of Washington, and has deducted any costs incurred related to the seizure and forfeiture; and

IT IS FURTHER AGREED that the parties may choose to divide certain pieces of personal or real property. In the event of such division and transfer of the property, each party will be solely responsible for the administration of such property including, but not limited to the accounting to the state, and selling or maintaining the said property; and

IT IS FURTHER AGREED that any United States currency seized and forfeited by the Drug Enforcement Unit, awarded by the courts, or accepted in settlement in conjunction with this case will be divided in the same manner as indicated above; and

IT IS FURTHER AGREED that the Drug Enforcement Unit will be responsible for gathering the proceeds from all relevant sales, for accounting for all seizures and forfeitures in conjunction with the personal and real property encompassed under the contract, for submitting the 10% share to the State of Washington in accordance with the applicable state law or making any other mandatory disbursement under the applicable

Asset Seizure and Forfeiture Memorandum of Understanding City of Sammamish

statute, and for distributing the remaining funds – in proportionate shares – to the parties; and

IT IS FURTHER AGREED that the parties to this contract will be equally responsible for sharing the costs incurred in the seizure, forfeiture or disposal of any property real or personal seized and/or forfeited pursuant to this contract; and

IT IS FURTHER AGREED that amendments to this agreement must be made in writing and mutually agreed upon by the parties in advance; and

IT IS FURTHER AGREED that either party may terminate this agreement by providing sixty (60) days written notice to the other party. All property seized and/or forfeited, or in the process of forfeiture will be honored under the terms of this agreement, regardless of any notice of intent to terminate.

DAVID G. REICHERT, SHERIFF King County Sheriff's Office

Date:

LEE WALTON, INTERIM CITY MANAGER

City of Sammamish

Date: July 28, 1999

#### MEMORANDUM OF UNDERSTANDING # B

### QUARTERMASTER POLICY August 31, 1999

Contract Section 6.13. <u>City Identification</u>.

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 uniforms with alternate uniforms.

Additional costs related to the uniforms shall be borne by the City. However, whenever an officer leaves the city, either at the initiative of the County or of the officer, within 11 months or less after the assignment to the City, and the cost of outfitting the replacement officer in city exceeds the city's annual quartermaster allocation, then the City and the County shall split the cost 50 - 50.

The uniforms will be pooled by King County Sheriff's Office Quartermaster and reissued to new or existing city officers. The City will retain items that were specially purchased by the City for example, bicycle uniforms.

Each City is allocated a quartermaster budget calculated as follows: \$600. Multiplied by the number of reactive patrol officers, reactive patrol sergeants, proactive officers, precinct detectives, proactive/precinct detective sergeants, precinct crime analysis detectives, DARE officers, community crime prevention officers and captains dedicated full-time to that city. Cities will receive a credit of \$364 for each community service officer dedicated full-time to that city.

If there are additional costs related to city specific uniforms, then those costs will be billed in the following year. The Sheriff's Office will track expenditures against the City's quartermaster budget.

Lee Walton, Interim City Manager City of Sammamish

David G. Reichert, Sheriff King County Sheriff's Office Date \_\_\_\_\_

Date July 38,1999

10743

#### IRIS MOBILE COMPUTING PROGRAM

# Memorandum of Understanding # C Addendum to Exhibit B of the Contract Police Interlocal Agreement City of Sammamish and King County Sheriff's Office August 31, 1999

#### **OVERVIEW:**

Pursuant to discussions during the development of the King County Sheriff's Office laptop and IRIS software project, the following criteria have been developed for an <u>interim phase-in</u> of computers. This Memorandum of Understanding will remain in effect until such time as a new contract model is negotiated and implemented, in 1999.

#### INTENT:

It is the overall goal of the mobile computing project to make available computers, laptop or desktop, to all officers serving in contract cities and Unincorporated areas of King County. This project has been in the development and testing phases since approximately 1994. Full implementation of the IRIS system will begin in December 1997. Precincts, contract cities, storefront stations, and work units will be scheduled for implementation by the King County Sheriff's Office Computer Resource Unit (CRU).

#### **COMPUTER RENTAL/PURCHASE OPTIONS:**

1. Contract Cities may purchase computer laptop hardware, accessories and software for their police staff. King County will provide minimum specifications and recommended model for purchase. (Specifications: Attachment A).

If the City chooses equipment other than the Department's recommended model, the CRU will perform tests on the equipment to insure the IRIS software functions.

Replacement computers will be furnished via the Replacement Fund, which will commence in January 1998. The Replacement Fund will appear, as a separate line on the Exhibit B (will not be included in the WAN overhead), so management of the fund will be separate from the General Fund.

Equipment purchased by the City will be designated as City property and will be returned to the City at the end of three years, or upon replacement of the computer. City chiefs will track issuance of City owned computer and equipment.

2. King County Sheriff's Office will purchase hardware and accessories and provide the equipment to City specified personnel for a monthly rental fee. In approximately three years, replacement computers will be furnished from the replacement fund. (Cost Estimate: Attachment B).

IRIS MOBILE COMPUTING PROGRAM Memorandum of Understanding #C September 1, 1999

#### COSTING MODELS FOR FURNISHING COMPUTERS:

<u>City Model</u>: The City will furnish computers (one-time purchase or rent) for dedicated FTE's listed in the Precinct/City Services Section of Exhibit B. (Not Support Services). The City will determine the number of computers that will be purchased and assigned.

<u>Flex Model</u>: The City will furnish (one-time purchase or rent) computers for their <u>dedicated</u> FTE's as stated in the Precinct/City Services section of Exhibit B.

The City will rent computers from the County for their percentage share of the flex FTE's. The City and County shall agree upon which flex FTE's should be assigned computers. For example, flex officers, flex detectives and flex sergeants should receive computers however, precinct support staff and command staff already have County purchased computers.

#### **MAINTENANCE:**

King County Computer Resource Unit staff will be responsible for all equipment, software and accessories that are used in conjunction with the IRIS program. The cost of the WAN technician's salary, benefits, and maintenance is included in the BLUE Book costs for 1998 and is loaded into the cost of WAN technicians. (Cost Breakdown: Attachment C).

#### **VEHICLE COMPUTER STANDS:**

King County will purchase and install laptop stands. The City will be billed for the one-time expenditure when installation of the stand is complete. The stand may also be rented over a thirty-six month period. At the end of 36 months, the City will own the stand. Stand life is expected to be over five years and the stand may be transferred from one vehicle model to another, except for 4-wheel drives or non-police type cars.

#### **COMMUNICATIONS:**

The city must provide connection to the closest King County Wide Area Network. (Price estimated: Attachment D).

Wireless modems, communications software and service providers have not been decided upon as of September 1, 1999, for accessing DOL/WASIC/NCIC via the laptop. The County will continue researching and recommending the best options available to the Contract Cities for a joint decision. Once a joint decision is made, the cost will be revised to include; the modem, software and communication costs.

MOBILE COMPUTING PROGRAM Memorandum of Understanding #C September 1, 1999

#### PRICING STRUCTURE:

King County will estimate the purchase price of replacement hardware, software, accessories and tax. With the expectation that the computer's useful life will be three years, a Computer Replacement Fund will be established as a monthly cost in the BLUE Book for 1998. (Cost estimate: Attachment B).

When new computers with IRIS software are placed into service, the 1997 or 1998 rental rate will go into effect the first of the following month.

King County will provide IRIS to all contract cities. No development fee or enhancement fee will be charged, unless the City requests customization.

#### **EXISTING LEASE CONTRACTS:**

Current computers in use (Toshiba's/Twinheads) will continue at 1996 lease rates until such time the computers are replaced.

#### **EVALUATION:**

The cities and King County Sheriff's Office will establish an evaluation process by which to measure the overall efficiencies and effectiveness of the Mobile Computing Project. Evaluation criteria will be developed at the direction of the Oversight Committee and commence in 1998.

I hereby agree to the provisions set forth in the Mobile Computing Program memo of understanding.

Lee Walton, Interim City Manager City of Sammamish July 28,1999 Date

David G. Reichert, King County Sheriff

Date

#### **Optimum Configuration**

**System Unit** 

Microprocessor: Compac Armada 1590 DMT Intel Pentium

166-MHz with MMX technology

Cache: Part number 291450-007

Integrated 32 KB, 256 KB level 2

EDO DRAM Standard: 32 MB Maximum: 80 MB

Advanced Power Management: Yes Coprocessor: Yes

AC Adapter: Integrated
Display Type: 12.1-inch CTFT

Resolution: 800 x 600 SVGA with up to 16 M

Extended Text: Ye

PCIMA Card

**Graphics** 

Video: 64-bit PCI Local Bus with 2 MB EDO DRAM

1024 x 768 External:

Storage

Removable 1.44 –MB Diskette Drive:

SMART Hard Drive:

CD-ROM Drive:

Standard

2.1-GB

20x CD-ROM

Communications

Integrated 33.6 Kbps Modem: Standard

**Battery** 

Type Life\*: Li-lon up to 3 hrs.

**Physical Specifications** 

Dimensions (HxWxD 2.1 x. 12.2 x 9.6 in/5.38 x 31.1 x 24.5 cm

Weight: 7.46 1bs/3.38 kg

Accessories
Auto Adapter
Carry Case
Battery Pack

16 RAM (added by Mfg.)

Battery Charger Total Package: \$3,725.00

Purchase may be on a piggyback agreement with the County. To obtain contract details, please contract Jon McCracken at 296-4072.

\*When tested in the standard configuration using the Ziff-David Battery Mark test version 1.0, the battery life of the armada 1500 family will range from two hours to 0 minutes depending on individual usage.

\*\*All prices are U.S. estimated street prices. Actual price may vary.

These are currently recommended notebook specifications. The specifications are generally considered to minimum. It is quite possible that you may want to exceed specifications. If equipment differs, the Computer Resource Unit should test prior to purchase. The IRIS application can be loaded on the test machine to verify the viability of the Notebook computer for the IRIS application. This could generally be accomplished in a day. This would be an opportunity to do an actual test drive of the IRIS system before you buy. Please note that OFFICE 97 is no longer a requirement on Notebook PC.

#### IRIS MOBILE COMUPTING PROGRAM Memorandum of Understanding #C September 1, 1999

ATTACHMENT B LAPTOP PRICING CITY OF SAMMAMISH

#### **CITY PURCHASE:**

Recommended Model

Compaq Armada 1590 DMT,

with options

KC Bid Price

\$3,449.07

Tax (8.0%)

275.93

Total

\$ 3,725.00

#### **COMPUTER RENTAL:**

Recommended Model

Compaq Armada 1590 DMT

Monthly fee per computer \$103.47

#### **LAPTOP COMPUTER STAND:**

One-time Cost (includes tax)

<u>\$ 365.</u>

Monthly Rental (\$10.14 per stand).

IRIS MOBILE COMUPTING PROGRAM Memorandum of Understanding #C September 1, 1999

### ATTACHMENT C IRIS SUPPORT COSTS

#### **Annual "Per FTE" IRIS Support Costs:**

**Precinct WAN Technician** 

Salary & Benefits \$ 516.96

Hardware, Systems & Software Maintenance \$\frac{171.80}{688.76}\$

Total annual support Costs in Exhibit B:

18.16 FTE's @ 688.76 = <u>\$12,507.16</u>

Laptop Computer Replacement Fund

(3725. / Three year replacement cycle) \$ 1,241.67

Total annual "Per FTE Replacement Fund cost:

18.16 FTE's @ 1,241.67 = \$22,548.73

The "Per FTE" cost will be applied to the number of FTE's appearing in the Precinct/City services Section Exhibit B of the Interlocal Agreement. \* The "Per FTE" cost will not be applied to 'support personnel' that do not use the IRIS system.

The Replacement Fund cost per FTE will be applied to only those FTE's designated to have a laptop computer.

Individual City cost estimates will be prepared as an addendum to Exhibit B for the Laptop Program. This estimate will detail the FTE assigned laptops, desktops and which personnel, if any, will not be using computers or IRIS.

#### IRIS MOBILE COMUPTING PROGRAM Memorandum of Understanding #C September 1, 1999

## ATTACHMENT D WAN Service Estimate

#### WAN SERVICE

Frame Relay @ 1,544 Kbps Line Install Cost (Estimated)	\$ 616.00 one-time
Hardware Cost (Estimated) (1601, Frame relay router with csu, software & cables)	\$3,300.00 one-time
Monthly phone line cost (Estimated)	\$ 301.00
Annual Phone line cost (Estimated)	\$3,612.00

- Prices subject to cost at time of installation, plus tax.
- Installation to be completed in conjunction/consultation with King County ITS.

# 10743

# MEMORANDUM OF UNDERSTANDING # D OVERTIME December 18, 1997

Guiding Principle: It is the intent of the Contract Cities and King County Sheriff's Office to provide operational overtime when requested for special events, dignitary protection and unusual occurrences. Overtime, when requested in these categories, will be billable at the actual overtime rate of the officer(s) working. Responses to events listed below are treated as if the event were occurring in any other city, with the responsibility falling on that city.

#### **DISCRETIONARY OVERTIME:**

If a City requests and utilizes King County Sheriff's Officers on overtime for special events within the City, the actual officer overtime expenditure will be billed to the City following the event. This billing will occur with the standard monthly billing. Examples of discretionary overtime are; park patrol, parades, and community events.

#### CITY DISASTERS OR UNUSUAL OCCURRENCES:

If a city experiences a disaster or unusual occurrence that is confined to their city and officer overtime is requested by the city chief, to stabilize the situation, the actual overtime expenditures will be billed only if disaster relief reimbursement funds are not approved. Examples of this are a plane crash, riot or union strike.

In the case of a County, State or National declared disaster where overtime is required to manage the event, the overtime expense will be billed to the appropriate agency (i.e.; FEMA). If reimbursement for overtime is not granted, then the city will be responsible for the direct overtime expense, less any mutual aid provided. Examples of this are; flooding, wind storms, and sink holes.

#### **DIGNITARY PROTECTION WITHIN THE CITY:**

In the event a dignitary requiring federal, state or local protection visits a city, the city will determine if additional police response is needed. The city manager, in consultation with the city chief, will establish the level of service to be provided.

King County Sheriff's Office Special Operations provides dignitary protection when the dignitary arrives in the County and they assist in escorting the dignitary to the city. If the dignitary detail includes the US Secret Service, other Federal Government Agencies, or King County Sheriff's Office Special Operations, the city is not responsible for expenses related to that detail. City expense is confined to meeting the city's established level of service for the dignitary visit, if overtime is incurred.

Examples of dignitary protection services are traffic and crowd control related to visits from the Office of the President of the United States and foreign dignitaries.

**Billing Process**: The city chief will accumulate and code all special event overtime forms. The original form will be routed to payroll and a copy forwarded to the Contract Unit for billing preparation.

#### MEMORANDUM OF UNDERSTANDING # D Discretionary Overtime December 18, 1997 Page 2

This agreement will remain in effect until such time a new overtime understanding is mutually agreed upon by the Cities and the County.

This agreement is effective August 31, 1999.

I hereby agree to this memorandum of understanding.

Lee Walton, Interim City Manager

City of Sammamish

David G. Reichert, Sheriff King County Sheriff's Office

# Amendment to the Interlocal Agreement Between King County and the City of Sammamish Relating To Law Enforcement Services, Dated August 31, 1999.

This is an amendment to the 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 Sammamish, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

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

WHEREAS, the County and the City desire to clarify the Interlocal Agreement to ensure that police services are provided in accordance with the principles adopted and incorporated into the Interlocal Agreement, as relates to overtime, salary, special pay and benefit costs of dedicated police and dedicated support staff, and

WHEREAS, this Amendment will modify the existing Interlocal Agreement, will take effect on August 31, 1999, and will continue until such time as the Interlocal Agreement is re-negotiated, and

WHEREAS, The County agrees to make a concerted and diligent effort to keep overtime expenses as low as possible by employing best business practices, and

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

The following will be added to Section 4. Compensation.

#### 4. Compensation

- 4.10 Reports. Cities will receive a monthly Overtime, Salary, Special Pay and Benefits Report that will include current and year to date expenditures for overtime, salary, special pay, and benefits. The report will provide a comparison between the actual expenditures and budgeted amounts based on the adopted March Cost Book and exhibits for 1999. Cities will also receive monthly vacancy reports.
- 4.11 **Application.** All cities hereby agree to pay for discretionary overtime expenses separately. Only dedicated police and dedicated support staff overtime, salary, special pay and benefit costs are included in this Amendment.

- 4.11.1 All cities agree to pay for actual overtime, salary, special pay and benefit costs.
- 4.11.2 If a city with a population of under 20,000 exceeds its budgeted amount for overtime, special pay, salaries and benefits by more than 5% (five percent) it will have the option to pay the amount exceeding 5% (five percent) over the subsequent two years. At least 50% (fifty percent) of the balance must be paid in the second year after the overage occurs. The city is responsible for paying the overage that does not exceed 5% (five percent) in the first year.
- 4.11.3 Upon termination of an Interlocal Agreement between a city and the County, the city is obligated to pay all incurred overtime, special pay, salaries and benefits overage costs by the termination date.
- 4.12 **Reconciliation**. This new reconciliation process will replace the annual adjustment process cited in Interlocal Agreement Section 4.7. Annual adjustments will be made in March of 2000 in such a way that cities with a positive balance at year-end 1999 will receive a credit and cities with a deficit will receive a debit in the subsequent monthly billing. All computations will be based on actual overtime, salary, special pay and benefit costs.
- 4.13 Computation. The cost formula shall be calculated by totaling the actual costs of overtime, salary, special pay and benefits of each participating city and reconciling that figure to the city's budgeted amount. The annual adjustment process would occur as described in Section 4.12.
- 4.14 **Discretionary Overtime**. Discretionary overtime will be billed in accordance with the existing Memorandum of Understanding #D, dated December 18, 1997 and incorporated herein by reference.
  - 4.14.1 If a City requests and utilizes King County Police officers on overtime for special events within the City, the actual officer overtime expenditure will be billed to the City following the event. This billing will occur with the standard monthly billing, in accordance with Section 4.6 Billing. Examples of discretionary overtime include; but are not limited to, park patrol, parades, and community events.
  - 4.14.2 If a city experiences a disaster or unusual occurrence that is confined within its boundaries and officer overtime is requested by the city chief, to stabilize the situation, the actual overtime expenditures will be billed only if disaster relief reimbursement funds are not approved. Examples of this include; but are not limited to, a plane crash, riot or union strike.
  - 4.14.3 In the case of a County, State or National declared disaster where overtime is required to manage the event, the overtime expense will be billed to the appropriate agency i.e.; FEMA. If reimbursement for overtime is not granted, then the city will be responsible for the direct overtime expense, less any mutual aid

- provided. Examples of this include; but are not limited to, flooding, wind storms and sink holes.
- 4.14.4 In the event a dignitary requiring federal, state or local protection visits a city, the city will determine if additional police response is needed. The city manager, in consultation with the city chief, will establish the level of service to be provided.
- 4.14.5 King County Police Special Operations provides dignitary protection when the dignitary arrives in the County and they assist in escorting the dignitary to the city. If the dignitary detail includes the US Secret Service, other Federal Government Agencies, or King County Police Special Operations, the city is not responsible for expenses related to that detail. City expense is confined to meeting the city's established level of service for the dignitary visit, if overtime is incurred. Examples of dignitary protection services are; but are not limited to, traffic and crowd control related to visits from the Office of the President of the United States and foreign dignitaries.
- 4.14.6 Billing Process: The city chief will accumulate and code all special event overtime forms. The original form will be routed to payroll and a copy forwarded to the Contract Unit for billing preparation.

IN WITNESS WHEREOF, the parties have executed this agreement.

King County	City of Sammamish
	Mulle
King County Executive	Interim City Manager
Date:	Date: July 28,1999
Approved as to form	Approved as to form
Deputy Prosecuting Attorney For Norm Maleng King County Prosecuting Attorney	City Attorney City of Sammamish
Date:	Date:



# AND THE CITY OF SAMMAMISH FOR THE PROVISION OF SURFACE WATER SERVICES AND TRANSFER OF DRAINAGE FACILITIES AND PROPERTIES

1	This Agreement is hereby entered into by King County, Water and Land Resources
2	Division, and the City of Sammamish, a municipal corporation, for the provision of surface water
3	services to Sammamish and the transfer of drainage system ownership and responsibility to the
4	City.
5	WHEREAS, the residents of the unincorporated King County area known as Sammamish
6	have voted to become an incorporated city, and
7	WHEREAS, Sammamish recognizes the need for comprehensive surface water
8	management to preserve and protect the environment, public and private property, and the health
9	and welfare of its citizens, and has adopted a surface water management program financed
10	through a service charge on developed properties, and
11	WHEREAS, King County has an established program of services to address the
12	management of storm and surface water runoff, and Sammamish wishes to contract with King
13	County to provide such services to city residents and property owners, and
14	WHEREAS, responsibility for drainage facilities formerly within King County and now
15	within Sammamish will transfer from King County to Sammamish to be assumed under the
16	City's surface water management program, together with the transfer of ownership of County-
17	owned drainage properties and transfer of drainage-related easements held by the County, and
18	WHEREAS, pursuant to RCW 36.89.050, the County and the City acknowledge that the
19	transfer of drainage-related properties and facilities is subject to the condition that the facilities
20	and properties will continue to be used for drainage control purposes, and
21	WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each
22	authorized to enter into an agreement for cooperative action;
23	NOW THEREFORE, the parties hereto agree as follows:
24	I. Purpose of the Agreement
25	A. The Agreement establishes the means by which the King County Water and Land
26	Resources Division (WLRD) will provide the City of Sammamish and its residents
27	and property owners with drainage-related services and by which King County can
28	act as Sammamish's agent in the hilling and collection of the City's surface water

service charge.

29

B. This Agreement sets forth the process by which King County will transfer to Sammanish, in perpetuity, ownership of and responsibility for drainage facilities and properties within city limits.

#### 4 II. Administration

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

#### III. City's Authority for Surface Water Program

By ordinance, Sammamish will establish and maintain the legal authority to operate a surface water management program, including operation and maintenance of drainage facilities, financed through a surface water service charge to developed properties within the city. Such ordinance will also authorize the County to provide drainage services to the City under contract, including acting as the City's agent to collect the city's surface water service charge from property owners. The County's provision of services under this Agreement is contingent upon the City's adoption of such ordinance.

#### IV. Drainage Service Provision

#### A. King County Responsibilities

1. As of the date of incorporation and acting as Sammamish's agent, King County will provide basic drainage services as outlined in the "Description of Basic Drainage Services and Estimated Costs," attached to this Agreement as Exhibit One and incorporated herein. King County will provide the following 1999 services at no cost to the City: regional and residential drainage facility maintenance resulting from regular 1999 facility inspections; and billing and

1	customer service for the 1999 surface water service charge. King County will
2	provide to Sammamish documentation to verify that regional and residential
3	facility maintenance resulting from 1999 facility inspections has taken place.
4	2. Upon the City's request and acting as Sammamish'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 Sammamish officials, in writing and in a timely manner,
9	of delinquent surface water service charge billing accounts.
0	4. King County will keep records of services delivered in Sammamish and will make
1	said records available to Sammamish at least quarterly or as requested.
2	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.
4	B. Sammamish Responsibilities
15	1. Sammamish's initial surface water service charge rate structure shall be as set
16	forth in Exhibit Three, attached to this Agreement and incorporated herein. Said
17	rate structure may be modified as follows: If in any given calendar year the City
8	elects to change its service charge rate structure for the following calendar year, it
9	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. Sammamish will be responsible for all actions resulting from delinquent accounts,
23	including any liens and foreclosures on Sammamish 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.

1	B. Adjustments to Services Provided
2	The liaisons will implement procedures as outlined below for adjusting the type and
3	level of services to be provided to the City, as described below:
4	1. Provision of Enhanced Services. Should the City wish the County to provide
5	enhanced drainage services as outlined on Exhibit Two, or other enhanced
6	services to be identified, the parties will agree in writing to a scope of work and
7	cost estimate for services to be provided.
8	2. Service Revisions. If Sammamish wishes to revise or discontinue a specific
9	service being provided by King County at any given time, the City will inform the
10	County in writing of the requested revision or discontinuance. The County will
11	accommodate requests to revise services where practicable in the County's
12	judgment. In the absence of a written request to discontinue a service, the County
13	will continue to provide and bill the City for the service. This provision does not
14	supersede the Termination and Amendment provisions of this Agreement, as
15	outlined in section VIII.
16	VI. Financial Arrangements for Drainage Services
17	A. Surface Water Service Charge Revenue Collection and Disbursement
18	1. King County will bill Sammamish's surface water service charge to city property
19:	owners using the King County Property Tax and Drainage Billing Statement.
20	2. King County will hold service charge revenues collected for Sammamish in a
21	separate account and will disburse the revenue to the City via electronic transfer
22	on each business day.
23	3. Sammamish will pay the County for revenue collection and disbursement as set
24	forth on Exhibit One and below:
25	a. Beginning in the year 2000, Sammamish will pay the County an annual per-
26	account fee for surface water management service charge billing and
<b>27</b> ·	customer service. The amount of the fee is established by the County in the
28	first quarter of each calendar year and is a standardized fee charged to all
29	jurisdictions, which contract with the County for surface water service charge

b. Beginning in the year 2000, Sammamish will pay a one-time fee of one dollar and eighty-six cents (\$1.86) per account to cover the cost of modifying

billing and customer service.

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32

1	the billing system for Sammamish accounts. The fee will be billed and paid
2	in two annual installments of ninety-three cents (\$0.93) per account. The first
3	half of the charge will appear on the first bill for services in 2000.
4	c. Beginning in 1999, The King County Department of Finance will charge the
5	City a flat one percent (1%) of all revenue collected by the County for the
6	City under the terms of this Agreement. This charge will be deducted from
7	the revenues collected by the County and forwarded to the City.
8	B. Service Costs
9	1. Estimated costs for services are shown on Exhibit One and Exhibit Two. Cost
10	estimates and actual costs (as reflected on quarterly service invoices) account for
11	direct services plus administrative overhead charges, as required by King County
12	Council Motion No. 8689.
13	2. Costs shown on Exhibit One are estimated for the Sammamish city area as it exists
14	at the effective date of this Agreement. Estimated and actual costs may increase
15	should Sammamish 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 Sammamish 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 Sammamish. 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	Sammamish in unscheduled or unpredictable circumstances or events, the parties
25	will 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 Sammamish quarterly invoices showing
30	the actual services provided and the total cost of those services. Actual costs billed
31	may vary from estimated costs.
32	2) Sammamish will pay King County for billed amounts within 45 days after receipt

ì		of the invoice. Interest may be assessed on amounts, which are unpaid after 45
2	e in Autor <mark>a</mark> negravija in	days.
3	VII. Transf	er of Drainage System Ownership and Responsibility
4	A. Sa	mmamish Responsibilities
5	· · · · · · · · · · · · · · · · · 1.	As of the City's incorporation date, the City will assume full and complete
6		responsibility for the operation, maintenance, repairs, and any subsequent
7		improvements to the drainage facilities and/or properties listed on Exhibit Four
8	* : : * * * * * * * * * * * * * * * * *	and Exhibit Five, attached to this Agreement and incorporated herein, and all
9		liability arising from such responsibilities. Responsibilities include all financial
10		responsibilities, including but not limited to materials, construction, personnel,
11	en e	payroll, and purchasing costs.
12	2.	The City agrees to operate and maintain the drainage facilities and properties
13		listed on Exhibits Four and Five as designed and to at least the same maintenance
14		standards as those set forth by King County in the adopted King County Surface
15		Water Design Manual at Appendix A to ensure that the local and watershed-wide
16		effects of said facilities shall not be diminished.
17		The City will abide by and enforce all terms, conditions, reservations, restrictions
18		and covenants to title.
19	:	The City will provide King County access to all relevant information that is
20	englik engelik kenala dipan	maintained by the City in connection with the facilities and properties listed on
21	n, lesso etales il pies	Exhibits Four and Five following transfer if legal action is brought or threatened
22		against King County or King County and the City jointly with regard to the
23		properties or facilities listed in Exhibits Four and Five.
24		The City will consult with King County prior to the destruction of any
25		documentation associated with the facilities and/or properties listed on Exhibits
26	de se production de	Four and Five for a period of seven (7) years.
27	6.	The City grants King County all necessary access to drainage-related properties
28		and easements transferred to the City for purposes of providing the City with the
29		drainage facility maintenance services contracted for through this Agreement.
30		The City accepts the properties and facilities listed on Exhibits Four and Five "as
31	•	is." The County makes no warranty concerning such facilities other than as set
32		forth in this Agreement.

#### B. King County Responsibilities

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- 1. On the incorporation date or as soon as possible thereafter, King County will convey to the City by deeds the County-owned drainage properties listed on Exhibit Five. The deeds include all access easements, all reservations of record known to King County, and any specific covenants pertaining to use and maintenance of the sites. Copies of all deeds will be attached to and incorporated by reference into this Agreement.
- 2. King County will furnish the City with a list of any and all contracts or other agreements, conditions or maintenance obligations, or dedications related to the use or other restrictions on the conveyed properties. King County will provide the City a copy of each such contract, agreement, permit or dedication to the extent known and available to King County.
- 3. King County hereby assigns to the City all easements on private property heretofore acquired by or dedicated to King County for drainage purposes.
- 4. King County will provide the City, at the earliest opportunity, copies of all warranties, maps, titles, "as builts," maintenance logs and records, maintenance and performance standards, and any and all other records related to the properties and facilities listed on Exhibits Four and Five, to the extent known and available to King County.
- 5. King County will provide Sammamish access to all relevant information that is maintained by the County in connection with the facilities and properties listed in Exhibits Four and Five following transfer if legal action is brought or threatened against the City of Sammamish or the City of Sammamish and King County jointly with regard to the properties or facilities listed in Exhibits Four and Five.

#### C. Both Parties

1. Both parties will make staff available to identify and review any additional County-owned drainage properties and/or facilities to be conveyed to the City. Such facilities and properties include those located in areas annexed to the City in the future and those for which the County's facility acceptance process has not yet been completed. Additional County-owned drainage properties or facilities shall be transferred to the City pursuant to this Agreement. Documentation of additional facilities to be transferred shall be attached to this Agreement as an amendment, pursuant to

Agreement Section VIII.

7.

11.

- 2. The records related to matters covered by this Agreement are subject to inspection, review or audit by King County or the City at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.
- 6 VIII. Effectiveness, Termination and Amendment
  - A. This Agreement is effective upon Sammamish's incorporation on August 31, 1999.
  - B. The drainage service provision aspects of this Agreement shall remain in effect until December 31, 2004. Either party may terminate service provision with 120 days written notice to the other party.
    - C. Notwithstanding termination of this Agreement, all facilities and properties transferred pursuant to this Agreement shall remain the City's, unless the County consents to accept said facilities and properties in writing, as approved by the King County Council.
    - D. This Agreement may be amended, altered, or clarified only by written agreement of the parties hereto, and may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this Agreement as though fully set forth herein.
    - E. This Agreement is a complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. The parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the parties which shall be attached to the original Agreement.
  - IX. Indemnification and Hold Harmless
    - A. King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from a negligent action or omission of King County, its

officers, agents and employees in performing its obligations pursuant to this

Agreement, including all claims, actions, suits, liability, loss, costs, expenses and
damages of any nature whatsoever arising prior to the effective date of incorporation.

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

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

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

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

1	E. Each party agrees that its obligations	under this subparagraph extend to any	claim,
2	demand, and/or cause of action broug	tht by or on behalf of any employees, o	r agents.
3. E.	For this purpose, each party, by mutu	al negotiation, hereby waives, with res	pect to the
4	other party only, any immunity that w	vould otherwise be available against su	ch claims
5	under the Industrial Insurance provisi	ons of Title 51 RCW.	¥
6		가게 되었다. 그 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 기계를 받았다. 기계를 가지 않는 것이 되었다.	
7	IN WITNESS WHEREOF, the parties hereto ha	ve executed this Agreement on the	of
8	, 19	and a great man and the second of the second	
9			
10	Approved as to form:	KING COUNTY:	
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13	omika kalendari kanggari kacamatan	and the state of t	
14	Deputy Prosecuting Attorney	King County Executive	
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#### EXHIBIT ON

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#### 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 crews) 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-20 regional, 165 residential, 36 commercial facilities)

\$225,000

#### 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:

\$40,000

#### Surface Water Service Charge Billing/Customer Service

- Billing of Sammamish 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 \$1.37 per-account billing fee/9,904 accounts):

\$13,570

 One-time conversion of customer account database to reflect change to Sammamish accounts (cost excluded from annual total at bottom)

Estimated One-Time Cost (based on \$1.86 per-account conversion fee/9,904 accounts):

\$18,420

#### Revenue Collection

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

Estimated Annual Cost (based on 1% of estimated annual revenue (private billings) of \$891,550):

Total estimated revenue (including for local roads and state highways) is \$1,051,000.

\$8,920

### -- CITY OF SAMMAMISH DESCRIPTION OF ENHANCED DRAINAGE SERVICES AND ESTIMATED COSTS

<u>Basin Stewardship</u>. Basin stewards act as liaisons among basin residents, organizations, and governmental staff to manage, protect, and restore local surface water resources. The City of Sammamish has been served by the East Lake Sammamish Basin Steward and the Bear Creek Basin Steward. Steward services available to the City of Sammamish include:

- Providing technical assistance to city staff and citizens regarding water and aquatic resources, city, county, and regional programs and policies, environmental review for development, and flooding problems.
- Acting as a point of contact and liaison for basin residents, organizations, and city staff to provide information on, manage, and protect Basin resources.
- Providing environmental education and presentations to diverse audiences, including citizens, school groups, community groups, businesses, agency staff, and elected officials;

Estimated cost: Services offered on an hourly basis at approximately \$75/hr

<u>Public Involvement.</u> 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: \$500 - \$3,000 per public involvement event

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

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

<u>Technical Services.</u> Consulting and other technical services provided on an hourly basis for a range of drainage- and surface water-related issues, including engineering analysis for development activity; lake management and stewardship activities; application of surface water design manual provisions; and implementation of water quality protection measures.

Estimated cost: Services offered on an hourly basis with costs ranging from \$50 to \$80

**EXHIBIT THREE** 

### 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.

	1	Residential Facilities  FACILITY NAME  FACILITY NAM	** D9#	FACILITY ADDRESS	DEDICATED TRACT?*	PTV	1110
	ا <sub>1</sub> 1	AAA 2YR BOND Beaver Lake Estates Phase 2, Tr		2400 E Beaver Lk Dr SE	Yes, Tract B	YNN	
	2	AAA 2YR BOND Beaver Lake Estates Pond "E"	D92413	25901 SE 27th St	Yes, Tract E	YNN	
	3	AAA 2YR BOND Caldwell SP L95S0029-30	D92 <b>442</b>	SE 16th PI & 219th PI SE	No, Right of Way	NNN	
	4	AAA 2YR BOND Highland Creek Estates Phase I	D92424	4220 230th Wy SE	Yes, Tract A		NI
	5	AAA 2YR BOND Moonshadow Estates -	D92437	23550 SE 28th Ct	Yes, Tract B, and easement	NNY	
	6	AAA 2YR BOND Pine Lake Estates	D92465	3490 212th Ave SE	Yes, Tract B	NYN	
	7	AAA 2YR BOND Pine Lake Estates Tr A	D92433 D92434	3380 213th PI SE	Yes, Tract A	YNN	NI
	8	AAA 2YR BOND Pine Lake Estates Tr B AAA 2YR BOND Pine Lake Estates Tr C	D92434 D92435	3492 212th Ave SE 21430 SE 34th PI	Yes, Tract B Yes, Tract C, and right of way	YNN	
	40	AAA 2YR BOND Todd's Landing	D92335	SE 27th St & 228th Ave SE	Yes, Tract D, easement	YNN	
		AUTUMN WIND	D92286	23390 NE 14TH ST	Yes, Tract A	YNN	
		AUTUMN WIND	D92287	23200 NE 14TH ST	Yes, Tract D		N '
		BALMORAL DIV 1 (PB)	D91107	641 222ND PL SE	Yes, Tract B	YNN	N '
	14	BEAVER LAKE WOODS	D90254	2814 - 255TH AVE SE	No, Easement	NNN	
		BEAVER LAKE WOODS	D90255	25128 SE 28TH ST	No, Easement and Right of Way	ŅNN	
		BEAVER LAKE WOODS	D90256	25317 SE 29TH PL	No, Easement	NNN	
		BROADMOORE ESTATES	D91597	24212 NE 30 PL	No, Easement and Right of Way	N Y N N Y N	
		BROADMOORE ESTATES	D91598 D91599	23927 NE 31ST WAY 3132 - 240TH AVE NE	No, Easement and Right of Way Yes, Tract F	YNN	
		BROADMOORE ESTATES Brookemont	D92375	21033 SE 28th PI	No, Right of Way	NYN	
		Cambria	D91690	4715 229th PI SE	Yes, Tract D	NNN	
•		CARLTON HEIGHTS	D91970	2500 EAST LAKE SAMM. PKWY SE	Yes, Tract A	YNN	
		CEDARWOOD LANE (PB)	D91136	21220 SE 5TH PL.	Yes, Tract B	YNN	
		CIMARRON DIV 1 (PB)	D91067	1200 230TH AVE NE	Yes, Tract B. Also Right of Way	YNN	IY
		CIMARRON DIV 1 (PE)	D91210	22839 NE 14TH ST	No, Easement	YNN	N
	26	COUNTRY, THE (PA)	D90118	2108 - 227 AVE NE	Yes, Tract A	YNN	I N
	27	COUNTRY, THE (PC)	D90168	22632 - 227TH AVE NE	Yes, Tract C. Also Easement	YNN	
		COUNTRY, THE (PD)	D90169	1925 - 224TH PL NE	Yes, Tract D. Also Easement	YNN	
		CREST ON THE PLATEAU, THE	D91191	3035 - 224th AVE NE	No, Easement	NNY	
		DANBURY ESTATES	D91835 D91823	25701 SE 31ST PL	Yes, Tract A	YNN	
		DEERFIELD #3 & 4 DEERFIELD DIV 1	D91823 D91327	1816 - 236 AVE NE 1900  228TH AVE NE	Yes, Tract A. Also Right of Way	YNN	
		DEERFIELD DIV 2	D91328	1900 231ST AVE NE	Yes, Tract C. Also Easement	YNN	
		DEMERY HILL DIV 1 (VA)	D91349	900 221ST AVE NE	Yes, Tract A. Also Easement	NNY	
		DEMERY HILL DIV 2 (LTA)	D91189	1000 226TH AVE NE	Yes, Tract A	NNY	
		DEMERY HILL DIV 2 (LTB)	D91298	800 225TH CT NE	Yes, Tract B	NNY	
		EDEN GLEN (NLT)	D90391	314 - 205TH CT NE	No, Right of Way	N.Y.N	
		EDEN GLEN (SLT)	D90392	20429 NE 3RD ST	No, Right of Way	NYN	
		FIELD RUSH	D92154	2750 - 232 AVE SE	Yes, Tract A	NNY	
		FIR TREE MEADOWS	D91805	2532 - 234 PL SE	Yes, Tract C. Also Easement	YNN	
•		FIRSTMARK ADDITION #6 GREEN ACRES (PA)	D90186 D90377	21522 NE 8TH ST 22627 NE 19TH PL	No, Easement Yes, Tract A	N N N Y N N	
		GREEN ACRES (PC)	D90378	22706 NE 18TH PL	Yes. Tract C	YNN	
		HAMPTON WOODS DIV 2 (INF)	D91351	2000 222ND AVE NE	No, Easement and Right of Way	NNN	
		HAMPTON WOODS DIV 2 (VAULT 2)	D91350	2313 223RD CT NE ,	44	NNY	
	46	HAMPTON WOODS DIV 2 VAULT 1	D91269	2012 223RD PL NE	No, Right of Way No, Right of Way	NNY	
		Hidden Ridge at Highpoint A	D92406	5150 192nd Dr NE	Yes, Tract A	YNN	I 'N
		Hidden Ridge at Highpoint F	D92407	4600 194th Ave NE	Yes, Tract F	Y N.N	
•		Hidden Ridge at Highpoint T	D92419	19050 NE 51st St	No, Right of Way	NYN	
		HIGH COUNTRY DIV 4 (DD)	D91185	26652 SE 31ST ST	Yes, Tract A		I N
		HIGH COUNTRY DIV 1 (PB)	D91186	26600 SE DUTHIE HILL RD	Yes, Tract B	YNN	
		HIGH COUNTRY DIV 1 (PC) HIGH COUNTRY DIV 2 (PA)	D91187 D91149	3124 262ND AVE SE 26100 SE 27TH ST	Yes, Tract C Yes, Tract A	YNN YNN	l Y
		Highland Creek Estates "B"	D91149 D92425	4500 229th PI SE	Yes, Tracts A and B	YNN	
		INDIAN ACRES	D91518	21415 SE 19TH ST	No. Easement	NNN	
		INGLEMOOR	D90986	704 218TH PL NE	No, Easement	NYN	
	57	INGLEWOOD ACRES (LT)	D90321	21211 NE 13TH CT	No, Easement	NYN	I N.
		INGLEWOOD GLEN (PA)	D90437	1435 - 224TH AVE NE	Yes, Tract A. Also Easement	YNN	I N
		INGLEWOOD GLEN (PC)	D90436	22800 NE 12TH ST	Yes, Tract C	YNN	j N
	-	INGLEWOOD RIDGE (PB)	D90501	22300 INGLEWOOD HILL RD	Yes, Tract B	YNN	
		INGLEWOOD STATION	D92160	20300 E LK SAMM/INGLEWOOD HILL	No, Easement	YNN	
		KEMPTON DOWNS DIV. 1	D91393	23300 SE 42ND ST	Tract D	YNN	
		LAC RIANT Lakefield Cul-de-Sac	D92179 D92405	3601 - 234 AVE SE	Yes, Tract C	YNN	
		LANCASTER RIDGE	D92405 D91681	1515 205th Ct NE 800 223RD WAY SE	No, Easement and Right of Way Yes, Tract D		V N
		LANCASTER RIDGE	D91682	1017 221ST AVE SE	Yes, Tract C	YNN	
		LANCASTER RIDGE	D91683	1026 223RD WAY SE	Yes, Tract B. Also Easement		N
		LOREE ESTATES LT1	D90111	19716 SE 17TH ST	No, Right of Way	NYN	
	69	LOREE ESTATES LT2	D90114	1616 - 198TH PL SE	No, Easement and Right of Way		N N
		LOREE ESTATES LT4	D90115	20200 SE 19TH ST	No, Right of Way	NYN	
		LOREE ESTATES LT5	D90113	1803 203RD AVE SE	No, Easement and Right of Way		N
	72	MONTAGE	D91856	207 - 209 PL SE	Yes, Tract E	NNY	r N

<sup>\*</sup>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

			10/43			1	
FACILITY NAME	≥ D9#	FACILITY ADDRESS	DEDICATED TRACT?	-22 -43 T	PIT	·ĺν	77
73 MONTAGE	D91857	20703 SE 3rd WAY	Yes, Tract F		N N		
74 Mountain Sun Estates	D92450	23300 NE 8th St	Yes, Tract A, and easement		Y. A		
75 NEW COUNTRY ESTATES	D90502	22100 NE 4TH ST	Yes, Lot 10		Y N	ŀΝ	I N
76 PACIFIC ESTATES	D91619	2320 NE 23 CT	No, Easement		Y A		•
77 Pennington (tank 1)	D92318 D92319	3500 212th PI SE	No, Right of Way		N Y		
78 Pennington (tank 2) 79 Pennington (tank 3)	D92319 D92320	3500 212th Ave SE 21500 SE 35th Wy	No, Right of Way No, Right of Way		N Y		
80 PEREGRINE POINT	D92233	4246 212TH AVE NE	Yes, Tract E		NN		N
81 PINE ACRES	D91175	2800 217TH AVE SE	Yes, Tract A		YA		
82 PINE HILL (PA)	D91198	1801 236TH AVE SE	Yes, Tract A		Y A	I N	I N
83 PINE LAKE GLEN (TANK)	D92014	3109 - 214 PL SE	Yes, Tract E (common property) .		N Y	' N	I N
84 PINE LAKE HEIGHTS	D92222-	21721 SE 35th ST.	No, Easement		Y A		
85 PINE LAKE HEIGHTS DIV 2 (LT1)	D90992	2901 218TH AVE SE	No, Right of Way		N, Y		
86 PINE LAKE HEIGHTS DIV 2 (LT2_ 87 PLATEAU ESTATES	D90993 D91401	21819 SE 30TH PL 23036 NE 27TH PL	No, Right of Way Yes, Tract K. Also Easement		N ) Y: N		
88 PLATEAU ESTATES DIV 2	D91336	3030 - 229th PL NE	Yes, Tract H. Also Easement		YN		
89 PONDEROSA TRAILS	D91801	SE 24 ST & 245 AVE SE	No, Easement		Y		
90 RIDGE AT PINE LAKE (PA)	D90247	21311 SE 37TH ST	Yes, Tract A. Also Easement		YA		
91 RIDGE AT PINE LAKE (PB)	D90251	3719 - 219TH PL SE	Yes, Tract B. Also Easement	11	YA	l N	I N
92 ROCKMEADOW FARM (PA)	D90785	20606 SE 34TH ST	No, Easement		Y		
93 ROCKMEADOW FARM (PE)	D90647	3500 - 207TH AVE SE	Yes, Tract E. (common property)	٠.	Y. M	Ι·Ν	I N
DA POCKMEADOW CARM (PE)	D90648	2400 208TH AVE SE	Also Easement		· ·		I AI
94 ROCKMEADOW FARM (PF)	J30046	2400 2001 AVE SE	Yes, Tract F. (common property)  Also Right of Way		Υ.Λ	1 . N	i N
95 ROCKMEADOW FARM (T)	D90646	3532 207TH AVE SE	No, Easement and Right of Way		N Y	/ N	ı N
96 ROSAIA ESTATES	D91422	808 218TH AVE NE	No, Easement		N		
97 SAHALEE HILLS DIV 2 (PA)	D90232	2701 - 228TH AVE NE	Yes, Tract A. Also Easement		Y		V N
98 SAHALEE SOUTH	D91676	21401 NE 10TH PL	Yes, Tract A		Y	√ N	I N
99 SAHALEE WOODS	D90498	21600 NE 18TH PL	Yes, Tract C. Also Easement	•	Y		N
100 SALAL RIDGE (PA)	D91005	1335 232ND PL NE	Yes, Tract A		Y		
101 SAMMAMISH CREST 102 SAMMAMISH FIRS	D90384 D90475	1834 - 220TH PL NE 22013 NE 18TH ST	No, Easement and Right of Way No, Right of Way		NI		N N N
103 SAMMAMISH GLEN FKA SP 184018-19	D90473	20224 NE 18th PLACE	No, Right of Way			YN	
104 SAMMAMISH HIGHLANDS DIV 1	D91517	22914 SE 41ST PL	No, Easement		Y		N N
105 SAMMAMISH HIGHLANDS DIV 2	D90458	3838 - 231st Ave SE	No, Easement		N. Y	/ N	N N
106 SAMMAMISH HIGHLANDS DIV 3 (P3)	D90452	22916 SE 37TH ST	No, Easement		Y	I N	I N
107 SAMMAMISH HIGHLANDS DIV 3 (P4)	D90453	3680 232nd AVE SE	No, Easement		Y		V N
108 SAMMAMISH VIEW EAST	D92417	20200 NE 16TH ST	Yes, Tract A				V N
109 SHANNONWOOD (PB) 110 SHANNONWOOD (PC)	D9030 <b>3</b> D9030 <b>4</b>	1621 209TH AVE NE 1838 - 211TH PL NE	No, Easement No, Easement		YN		N N N N
111 SIMONE LANE	D90304 D91095	300 218TH AVE SE	No, Easement		N		
112 SOUTH HAMPTON ESTATES	D91423	21501 NE 9TH PL	No, Right of Way		N· )		
113 SP 0286036	D91519	1000 238TH AVE NE	Yes, Tract A		Y		
114 SP 0383097	D91460	1600 218TH AVE SE	No, Right of Way		N	I N	V
115 SP 0387048	D92201	20705 SE 24TH ST	No, Easement				N N
116 SP 0479135	D90755	25200 SE 18TH PL	No, Right of Way	-			V Y.
117 SP 0484009	D91482	21926 SE 16TH PL	No, Easement		N		
118 SP 0484009 119 SP 0485054-55	D9148 <b>3</b> D9148 <b>4</b>	21832 SE 16TH PL 4126 196TH AVE NE	Yes, Tract A Yes, Tract Y		YA		V N
120 SP 0486019 (CLARK)	D91978	2414 - 234 PL SE	No, Right of Way	- '	N		
121 SP 048825	D91762	22606-SE 16TH PL.	No, Easement	٠			N
122 SP 0682078 & 1082011	D91134	24100 NE 27TH PL	No, Easement and Right of Way		N	1 1	Į N
123 SP 0684048	D91316 .	19405 SE 14TH ST.	No, Right of Way				N N
124 SP 0688020 (SNIDER)	D92087	E LAKE SAMM PKWY/SE 26th ST.	No, Easement and Right of Way				N N
125 SP 0886040 126 SP 0888012 (SUTHERLAND)	D91520	21300 NE 1ST ST	Yes, Tract X. Also Easement	•	YI		V N V N
126 SP 0666012 (SOTHERLAND) 127 SP 1180016	D92048 D91456	3236 E LK SAMM PKWY NE 1300 238TH AVE SE	No, Easement and Right of Way				V N
128 SP 1288012 (WILLARD)	D92109	ISSAQUAH PINE LK/ 234th AVE SE	No, Right of Way Yes, Tract A. Also Easement				N
129 SP 1288012 (WILLARD)	D92135	234th AVE SE/ISSAQUAH PINE LK	No, Right of Way				V N
130 SP S89S0099 (MORKEN)	D92139	831 - 228TH AVE SE	No, Easement				V N
131 SP S89S0315 (RUDEN-BUTLER)	D92066	SE 8 & 234 AVE SE	Yes, Tract A		N '	YN	N V
132 SUFFIELD	D91248	2100 232ND PL NE	No, Easement				Y
133 SUFFIELD DIV 2 (PA)	D91101	2050 236TH AVE NE	Yes, Tract A				N
134 SUMMER RIDGE DIV 7	D91869	23739 NE 24TH PL.	Yes, Tract E. Also Ecomont				N N N N
135 SUMMER RIDGE DIV 1 (PE) 136 SUMMER RIDGE DIV 2&3	D91042 D91109	2655 - 233rd PL NE 23400 NE 29th ST	Yes, Tract E. Also Easement Yes, Tract A				V N Y N
137 SUMMER RIDGE DIV 5 & 6 (PD)	D91673	23400 NE 24TH PL	Yes, Tract A (common property)				V N
138 SUMMER RIDGE DIV 6 (V1)	D91674	2500 239TH PL NE	Yes, Tract B (common property)				Y N
139 SUMMER RIDGE DIV 6 (V2)	D91675	2500 239TH PL NE	Yes, Tract B (common property)				Y N
140 SUNRIDGE ESTATES (PA)	D90997	2400 239TH AVE SE	Yes, Tract A				N
141 SUNRIDGE ESTATES (PB)	D90998	23810 SE 28TH ST	Yes, Tract B				V Y
142 SUNRISE SUMMIT 143 SUNRISE SUMMIT (ST)	D91443 D91337	2128 205TH AVE SE	Yes, Tract A. Also Easement				N N
1-0 CONTROL COMMIT (ST)	D31331	2303 205TH AVE SE	No, Right of Way		14	, ,	N N

<sup>\*</sup>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

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	PACILITY NAME	№ 2 D9#	FACILITY ADDRESS*	DEDICATED TRACT?	IP	T	VI	1	Гі
14	TAMEE' GLEN	D91017	22710 NE 15TH ST	No, Right of Way	N	Y	N	N	7
14	5 TIBBETT'S STATION # 1	D91605	26400 SE DUTHIE HILL ROAD	Yes, Tract A. Also Easement	Y	N	N	N	1
	S TIBBETT'S STATION # 1	D91606	3200 261ST PLACE SE	Yes, Tract B	Y	N	N	Y	1
14	T TIMBERCREST ON THE PLATEAU	D92076	3200 - 235th AVE SE	Yes, Tract D	Y	N	N	N	1
148	3 TIMBERLINE (PA)	D90374	4001 - 208TH AVE NE	No, Easement	Y	N	N	Y	•
149	TIMBERLINE (PB)	D90376	20512 NE 37TH WY	Yes, Tract B	: Y	N	N	N	
150	TIMBERLINE (PE)	D90375	20800 NE 37TH WY	Yes, Tract E	Y	N	·N	N	
15	TIMBERLINE DIV 2	D90343	4335 212th Ave NE	Yes, Tract B	Y	N	N	N	ı
15	2 TIMBERLINE DIV 2	D90344	4009 - 204TH AVE NE	No, Easement and Right of Way	- <b>N</b>	N	·N	N	
15	3 TIMBERLINE DIV 4 (LT)	D90757	20031 NE 39TH ST	No, Easement and Right of Way	N	Y	N	N	
	4 TIMBERLINE DIV 5	D90421	21015 NE 36TH ST	No, Easement and Right of Way	N	Y	Ν	N	
	5 TIMBERLINE HIGHLANDS (ELT)	D91161	20605 NE 34TH PL	No, Right of Way	Ñ	Ν	Y	Y	
15	5 TIMBERLINE HIGHLANDS (WLT)	D91160	3344 203RD PL NE	No, Right of Way	N	N	Y	Y	
	7 TIMBERLINE PARK (PI)	D91147	20154 NE 44TH ST	Yes, Tract I	Y	N	N	N	
15	B TLINGIT ADDITION	D91053	431 205TH AVE NE	No, Right of Way	·N	Y	N	N	
15	9 TREE FARM, THE (PA)	D90196	431 - 239TH AVE NE	Yes, Tract A. Also Easement	Y	`N	N	N	
16	TREE FARM, THE (PB)	D90575	750 224TH AVE NE	Yes, Tract B	Y	N	N	N	
16	1 Uplands on the Plateau	D92032	23540 SE 48th St	Yes, Tract A	Y	N	N	N	,
16	2 WASHINGTON PARK EAST (PB)	D90365	328 - 217 AVE NE	Yes, Tract B	Y	N	N.	N	
16	3 WASHINGTON PARK EAST (PC)	D90507	325 - 219TH AVE NE	Yes, Tract C	ii Y	N	N	N	
16	WASHINGTON PARK ESTATES DIV 2	D90420	#6 218TH AVE NE	Yes, Tract A	Y	Ň	·N	N	
16	5 Woodbridge Creek Tr I	D92443	1649 242nd Ave SE	No, Easement	Y	N	N	N	
16	WOODCREEK ACRES (PA)	D90961	22314 SE 18TH CT.	Yes, Tract A. (tax title property)	Ý	N	Ν	N	
				Also Easement					
	the control of the co				50.4	- 4			

<sup>\*</sup>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 SAMMAMISH DRAINAGE PROPERTIES**

Tract F, Audubon Park, as per plat recorded in Volume 171, pages 65 through 73, records of King County, Washington.

Tracts A and D, Autumn Wind, as per plat recorded in Volume 163, pages 67 through 70, records of King County, Washington.

Tract B, Balmoral Division No. 1, as per plat recorded in Volume 131, pages 92 and 93, records of King County, Washington.

Tracts B and E, Beaver Lake Estates, as per plat recorded in Volume 169, pages 65 through 77, records of King County, Washington.

Tracts I, O and P, Beaverdam Division No. 1, as per plat recorded in Volume 178, pages 59 through 69, records of King County, Washington.

Tracts J and M, Beaverdam Division No. 2, as per plat recorded in Volume 178, pages 88 through 98, records of King County, Washington.

Tract F, Broadmoore Estates, as per plat recorded in Volume 147, pages 33 through 39, records of King County, Washington.

Tract D, Cambria, as per plat recorded in Volume 143, pages 80 through 83, records of King County, Washington.

Tract A, Carlton Heights, as per plat recorded in Volume 158, pages 33 through 39, records of King County, Washington.

Tracts A and B, Cascade Sunrise, as per plat recorded in Volume 178, pages 1 through 3, records of King County, Washington.

Tract B, Cedarwood Lane, as per plat recorded in Volume 133, pages 28 and 29, records of King County, Washington.

Tract B, Cimarron Division No. 1, as per plat recorded in Volume 125, pages 66 and 67, records of King County, Washington.

Tract A, Danbury, as per plat recorded in Volume 160, pages 1 through 3, records of King County, Washington.

Tract A, Deerfield Division No. 1, as per plat recorded in Volume 130, pages 69 and 70, records of King County, Washington.

Tract C, Deerfield Division No. 2, as per plat recorded in Volume 134, pages 48 through 50, records of King County, Washington.

Tract E, Deerfield Division No. 3, as per plat recorded in Volume 141, pages 87 through 92, records of King County, Washington.

Tract A, Deerfield Division No. 4, as per plat recorded in Volume 148, pages 44 through 48, records of King County, Washington.

Tract A, Demery Hill Division No. 1, as per plat recorded in Volume 133, pages 67 through 69, records of King County, Washington.

Tracts A and B, Demery Hill Division No. 2, as per plat recorded in Volume 133, pages 83 through 85, records of King County, Washington.

Tract E, Dobbs Mill, as per plat recorded in Volume 164, pages 26 through 30, records of King County, Washington.

The West 35 feet of the South 30 feet of Lot 4, King County Short Plat No. 778145, Recording No. 7912111023, as conveyed to King County by deed Recording No. 9412231156—being a portion of the NW 1/4 of the NE 1/4 of Section 32, Township 25 North, Range 6 East, W.M. (Eden Creek Outlet Relocation).

Tract B, Eden View, as per plat recorded in Volume 105, pages 40 and 41, records of King County, Washington.

Tract A, Field Rush, as per plat recorded in Volume 166, pages 43 through 45, records of King County, Washington.

Tract C, Fir Tree Meadows, as per plat recorded in Volume 155, pages 13 through 19, records of King County, Washington.

Tracts A, B and C, Green Acres, as per plat recorded in Volume 121, pages 89 and 90, records of King County, Washington.

Tracts A & F, Hidden Ridge at High Point, as per plat recorded in Volume 160, pages 17 through 25, records of King County, Washington.

Tracts A, B and C, High Country Division No. 1, as per plat recorded in Volume 132, pages 3 through 6, records of King County, Washington.

Tract A, High Country Division No. 2, as per plat recorded in Volume 132, pages 93 and 94, records of King County, Washington.

Tract B, Highland Creek Estates Division II, as per plat recorded in Volume 173, pages 90 through 97, records of King County, Washington.

Tracts A and C, Inglewood Glen, as per plat recorded in Volume 112, pages 60 through 62, records of King County, Washington.

Tract B, Inglewood Ridge, as per plat recorded in Volume 112, pages 97 and 98, records of King County, Washington.

Tract D, Kempton Downs Division No. 1, as per plat recorded in Volume 135, pages 39 through 43, records of King County, Washington.

Tract C, Lac Riant, as per plat recorded in Volume 145, pages 39 through 43, records of King County, Washington.

Tracts B, C and D, Lancaster Ridge, as per plat recorded in Volume 142, pages 7 and 8, records of King County, Washington.

Tracts E and F, Montage, as per plat recorded in Volume 153, pages 47 through 56, records of King County, Washington.

Tract A, Mountain Sun Estates, as per plat recorded in Volume 127, pages 66 and 67, records of King County, Washington.

Tract B, Moonshadow Estates, as per plat recorded in Volume 184, pages 56 through 58, records of King County, Washington.

Lot 10, New Country Estates, as per plat recorded in Volume 103, pages 10 through 13, records of King County, Washington.

Tract E, Peregrine Point, as per plat recorded in Volume 150, pages 86 through 89, records of King County, Washington.

Tract A, Pine Acres, as per plat recorded in Volume 134, pages 57 and 58, records of King County, Washington.

Tract A, Pine Hill, as per plat recorded in Volume 124, pages 17 through 19, records of King County, Washington.

Tracts A, B and C, Pine Lake Estates, as per plat recorded in Volume 170, pages 31 through 35, records of King County, Washington.

Tracts A and B, Pine Lake Estates Division No. 2, as per plat recorded in Volume 172, pages 67 through 69, records of King County, Washington.

Tract K, Plateau Estates, as per plat recorded in Volume 114, pages 60 through 63, records of King County, Washington.

Tract H, Plateau Estates Division No. 2, as per plat recorded in Volume 114, pages 64 through 66, records of King County, Washington.

Tracts A and B, The Ridge at Pine Lake, as per plat recorded in Volume 110, pages 79 through 81, records of King County, Washington.

Tract A, Sahalee Hills Division No. 2, as per plat recorded in Volume 119, pages 31 through 36, records of King County, Washington.

Tract A, Sahalee South, as per plat recorded in Volume 143, pages 56 through 58, records of King County, Washington.

Tract C, Sahalee Woods, as per plat recorded in Volume 104, pages 90 and 91, records of King County, Washington.

Tract A, Salal Ridge, as per plat recorded in Volume 128, pages 52 and 53, records of King County, Washington.

Tract A, Sammamish View East, as per plat recorded in Volume 163, pages 8 through 10, records of King County, Washington.

Lot 38, Sammamish Wood Highlands, as per plat recorded in Volume 106, pages 1 and 2, records of King County, Washington.

Tract A of King County Short Plat No. 1088004, Recording No. 9204229001, said short plat described as follows: That portion of the East 1/2 of the East 1/2 of the NW 1/4 of the SW 1/4 of Section 12, Township 24 North, Range 5 East, lying North of SE 34<sup>th</sup> Street described as follows: Beginning at the NE corner of said subdivision, thence along the East line of said subdivision South 00-54-54 West 713.92 feet to a point lying on the Northerly R/W of SE 34<sup>th</sup> (H.L. Phillips Road) thence along said Northerly R/W North 74-29-16 West 217.17 feet, thence along said Northerly R/W 120.72 feet along the arc of a curve to the left having a radius of 984.93 feet & a central angle of 07-01-20 the chord of which bears North 77-59-56 West 120.64 feet to the West line of the East 1/2 of the East 1/2 of the NW 1/4 of the SW 1/4 of said section, thence along the West line of the East 1/2 of the East 1/2 of the NW 1/4 of the SW 1/4 of said section North 01-03-34 East 639.94 feet to a point lying on the North line of said subdivision, thence along the North line of said subdivision South 88-23-34 East 326.96 feet to the point of beginning.

EXHIBIT FIVE page five

Tract B of King County Short Plat No. 1288012, Recording No. 9202149002, said short plat described as follows: Tract 3 of King County Short Plat No. 276024, Recording No.7604300768, together with that portion of Tract 4 of said short plat segregated by approved King County Lot Line Adjustment No. 583031, the whole being more particularly described as follows: Beginning at the Easterly corner common to said Tract 3 and abutting Lot 1 of King County Short Plat No. 379130 recorded under Recording No. 8105010892, thence North 88-06-24 West along the line common thereto a distance of 260.49 feet to the NW corner of said lot 1; thence South 1-28-29 West along the line common to said lot and said tracts 3 and 4 a distance of 819.71 feet to the Northeasterly line of Tract B on the boundary of the plat of Lac Riant, Recorded in Volume 145 of Plats, pages 39 through 43. records of said county; thence North 42-10-40 West along said plat boundary, as established by said King County Lot Line Adjustment No. 583031, a distance of 362.16 feet to an angle point thereon; thence North 01-28-29 East along said adjusted line and plat boundary a distance of 230.00 feet to the South line of said Tract 3; thence North 88-03-31 West along said South line and plat boundary a distance of 264.19 feet (263.98 feet Plat) to the Southeasterly margin of 234th Avenue S.E. as dedicated in said plat;; thence in a general Northeasterly direction along said road margin by the following courses and distances: North 11-42-12 East 142.26 feet to the beginning of a curve to the right with a radius of 438.45 feet, Northeasterly along said curve through a central angle of 07-19-43 an arc length of 56.08 feet to a point of tangency, North 19-01-55 East 75.01 feet to the beginning of a curve to the right with a radius of 320.17 feet, Northeasterly along said curve through a central angle of 35-28-24 an arc length of 198.23 feet to a point of tangency, North 54-30-19 East 98.72 feet to the beginning of a curve to the left with a radius of 377.55 feet, Northeasterly along said curve through a central angle of 16-22-24 an arc length of 107.89 feet to a point of tangency, and North 38-07-55 East 125.42 feet to the beginning of a curve to the right with a radius of 25.00 feet; thence Northeasterly and Southeasterly along said curve through a central angle of 97-45-05 an arc length of 42.65 feet to a point of compound curvature on the Southwesterly margin of Issaquah-Pine Lake Road and the beginning of a curve to the right with a radius of 1879.86 feet; thence Southeasterly along said margin and curve through a central angle of 01-15-28 an arc length of 41.27 feet to a point of tangency; thence South 42-51-32 East along said margin 435.46 feet to the POINT OF BEGINNING. Being a portion of the East 1/2 of the SW 1/4 of Section 10, Township 24 North, Range 6 East, W.M.

Tract A of King County Short Plat No. 286036, Recording No. 8801151076, said short plat described as follows: Lot 4 of King County Short Plat No. 478130, Recording No. 7903280609, being a portion of the SW 1/4 of the SE 1/4 of Section 27, Township 25 North, Range 6 East, W.M;

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities as described in instrument recorded under Recording No. 7902270957, and SUBJECT TO covenants as described in instrument recorded under Recording No. 7904020711, and SUBJECT TO Protective Covenants as described in instruments recorded under Recording Nos. 7904020713 and 7908300660, and SUBJECT TO Agreement as described in instrument recorded under Recording No. 7907110948.

Tract A, King County Short Plat No. 484009, Recording No. 8404040900, said short plat described as follows: Lot 3 of King County Short Plat No. 877054, Recording No. 7802210838, being a portion of the East 1/2 of the NE 1/4 of the SW 1/4 of Section 4, Township 24 North, Range 6 East, W.M.

Tract X, King County Short Plat No. 886040, Recording No. 8802170892, said short plat described as follows: The SW 1/4 of the SW 1/4 of the NW 1/4 of Section 33, Township 25 North, Range 6 East, W.M., Less the North 220.72 feet and Less the South 220.72 feet and Less County Road and Less Coal and Mineral Rights. (Also known as a portion of Lot 2 of Burke-Farrars Kirkland #18, Unrecorded).

Tract A, King County Short Plat No. S89S0211, Recording No. 9207159002, said short plat described as follows: The West 1/2 of the NW 1/4 of the NE 1/4 of Section 10, Township 24 North, Range 6 East; Less the South 210.00 feet of the West 25 feet and Less the North 30 feet for street.

Tract A, King County Short Plat No. S89S0315, Recording No. 9209169015, said short plat described as follows: Lot B-1, King County Short Plat 678138, Recording No. 7905241110, Said short plat described as follows: That portion of the SE 1/4 of the SW 1/4 of Section 34, Township 25 North, Range 6 East, W.M. described as follows: Beginning at a point on the Northerly margin of SE 8th St. and the East line of said subdivision, said point being North 1-05-56 East 30 feet from the South 1/4 corner of said Section 34, thence North 88-14-00 West along said Northerly margin 720 feet, thence North 24-47-57 West 120 feet to a point of tangent curve right having a radius of 300 feet, thence along said curve right through a central angle of 70-39-53, an arc distance 370 feet to a point of reverse curve to the left having a radius of 600 feet; thence along said curve left through a central angle of 31-11-28, an arc distance of 425.12 feet, thence on a non-tangent line North 21-32-27 East 278.45 feet to a point on the North line of said subdivision, thence South 88-33-20 East along said North line 636.09 feet to the East line of said subdivision, thence South 1-05-56 West along said East line 1340.74 feet to the point of beginning.

Tract A, Suffield Division No. 2, as per plat recorded in Volume 136, pages 11 through 15, records of King County, Washington.

Tract E, Summer Ridge Division No. 1, as per plat recorded in Volume 126, pages 11 and 12, records of King County, Washington.

Tract A, Summer Ridge Division No. 2, as per plat recorded in Volume 130, pages 63 and 64, records of King County, Washington.

Tract D, Summer Ridge Division No. 5, as per plat recorded in Volume 137, pages 78 through 81, records of King County, Washington.

Tract B, Summer Ridge Division No. 6, as per plat recorded in Volume 148, pages 38 through 43, records of King County, Washington.

Tract A, Summer Ridge Division No. 7, as per plat recorded in Volume 149, pages 75 through 80, records of King County, Washington.

Tracts A and B, Sunridge Estates, as per plat recorded in Volume 127, pages 72 and 73, records of King County.

Tract A, Sunrise Summit, as per plat recorded in Volume 122, pages 14 through 16, records of King County, Washington.

Tracts A, C and D, The Country, as per plat recorded in Volume 117, pages 37 and 38, records of King County, Washington.

Tracts A, B, E and Q, The Trossachs Division No. 1, as per plat recorded in Volume 175, pages 34 through 44, records of King County, Washington.

Tracts B and E, The Trossachs Division No. 4, as per plat recorded in Volume 179, pages 45 through 58, records of King County, Washington.

Tract I, The Trossachs Division No. 6, as per plat recorded in Volume 179, pages 59 through 68, records of King County, Washington.

Tracts A and B, Tibbetts Station Division No. 1, as per plat recorded in Volume 141, pages 12 through 15, records of King County, Washington.

Tract A, Tiburon Estates, as per plat recorded in Volume 104, pages 20 and 21, records of King County, Washington.

Tract D, Timbercrest, as per plat recorded in Volume 151, pages 15 through 18, records of King County, Washington.

Tracts B and E, Timberline Division No. 1, as per plat recorded in Volume 118, pages 11 through 14, records of King County, Washington.

Tract B, Timberline Division No. 2, as per plat recorded in Volume 114, pages 69 through 73, records of King County, Washington.

Tract I, Timberline Park, as per plat recorded in Volume 128, pages 15 through 17, records of King County, Washington.

Tract D, Todds Landing, as per plat recorded in Volume 167, pages 54 through 58, records of King County, Washington.

Tracts A & B, Tree Farm, as per plat recorded in Volume 120, pages 30 through 33, records of King County, Washington.

Tract A, Uplands on the Plateau, as per plat recorded in Volume 149, pages 59 through 64, records of King County, Washington.

Tract C, Washington Park East, as per plat recorded in Volume 110, pages 44 and 45, records of King County, Washington.

Tract A, Washington Park Estates, as per plat recorded in Volume 116, pages 45 and 46, records of King County, Washington.

Tract H, Woodbridge Creek, as per plat recorded in Volume 155, pages 11 and 12, records of King County, Washington.

· 1. 有限支持数据数据的 6.14、20 gi 10.16(Acresia)的 特别的现在分词 10.12(10.12)。

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