

10797

09/14/1999

OTAmendMotion6
Clerk 09/15/99

Introduced By: Larry Gossett

Proposed No.: 1999-0514

MOTION NO. **10797**

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A MOTION authorizing the county executive to enter into an interlocal agreement with the cities of Beaux Arts, Burien, Carnation, Covington, Kenmore, Maple Valley, Newcastle, North Bend, Sea Tac, Shoreline, Skykomish and Woodinville and the town of Beaux Arts Village to enable the county to charge for incurred overtime for police services.

WHEREAS, the sheriff's office desires to charge its cities that contract for police services for incurred overtime costs, and

WHEREAS, the county has an existing interlocal agreement with the cities to provide the services and has the resources to recoup the costs;

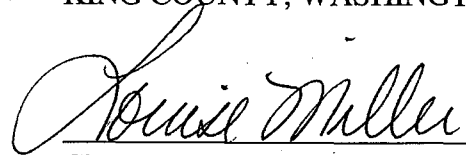
NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive is authorized to execute an interlocal agreement, substantially in the form attached, with the cities of Burien, Carnation, Covington, Kenmore, Maple

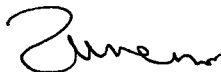
1 Valley, Newcastle, North Bend, Sea Tac, Shoreline, Skykomish and Woodinville and the
2 town of Beaux Arts Village.

3 PASSED by a vote of 10 to 0 this 18th day of October, 1999.

4 KING COUNTY COUNCIL
5 KING COUNTY, WASHINGTON

6 
7 _____
Chair

8 ATTEST:

9 

10 Clerk of the Council

- 11 Attachments: Attachment A. Beaux Arts Village
- 12 Attachment B. City of Burien, Washington
- 13 Attachment C. City of Carnation
- 14 Attachment D. City of Covington
- 15 Attachment E. The City of Kenmore
- 16 Attachment F. Amendment to the Interlocal Agreement Between King
- 17 County and the city of SeaTac Relating To Law Enforcement
- 18 Services, Dated April 15, 1999
- 19 Attachment G. Amendment to the Interlocal Agreement Between King
- 20 County and the city of Skykomish Relating To Law
- 21 Enforcement Services, Dated April 15, 1999
- 22 Attachment H. Amendment to the Interlocal Agreement Between King
- 23 County and the city of Woodinville Relating To Law
- 24 Enforcement Services, Dated April 15, 1999



BEAUX ARTS VILLAGE

10550 S.E. 27th • Beaux Arts, WA 98004 • 454-8580

10/97

Attachment A

INCORPORATED AS A TOWN 1954

1999.514

May 17, 1999

Captain Bruce Kalin
King County Sheriff's Office
Contracting Unit
516 Third Avenue
Seattle, WA 98104-2312

Dear Captain Kalin:

Enclosed is the copy of the Overtime Amendment to the Interlocal Agreement between the King County Sheriff's Office and the Town of Beaux Arts Village. It has been reviewed by our Town Attorney, Wayne Stewart. The Town Council has authorized the Mayor to sign the agreement, which he has done.

We will expect a fully executed copy to be returned to the Town to attach to our current contract.

Thank you.

Sincerely,

Gail D'Alessio
Clerk/Treasurer

Enclosure

Cc: Mayor and Council

**Amendment to the Interlocal Agreement Between
King County and the Town of Beaux Arts Village
Relating To Law Enforcement Services, Dated April 15, 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 Town of Beaux Arts Village 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 January 1, 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.

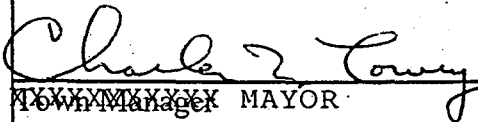
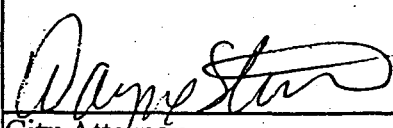
4.11.1 All cities agree to pay for actual overtime, salary, special pay and benefit costs.

- 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
King County Executive
Date:
Approved as to form
Deputy Prosecuting Attorney For Norm Maleng King County Prosecuting Attorney
Date:

Town of Beaux Arts Village
 Town Manager MAYOR 5-11-99
Date:
Approved as to form
 City Attorney Town of Beaux Arts Village
Date: 5-3-99

#0061

10797

07/06/99

City of Burien, Washington
Contract Routing Sheet

Attachment B

1999.514

(This sheet must be attached to all contracts during the contract preparation stage.)

Name of Contracting Party: King County Law Enforcement Services

Project Name: Police Services Overtime Amendment Project #: _____

Contract Amount: \$0 - changes overtime billing to direct charging
(Include Contractor's Proposal Amount, Contingency, and Sales Tax)

Fund/Dept. in budget where this contract is located: Police Services

Budgeted amount for this contract: N/A

What is the unobligated amount remaining in this budget line after this contract is approved? N/A
(A separate ordinance which authorizes the project and does a budget amendment is required for projects that are not in the current year budget.)

Date of Council Approval: April 19, 1999 Ordinance # (if applicable): N/A

****A Purchase Order is required in addition to the contract for the purchase of goods and services over \$100, and professional services/consultants/construction contracts over \$250.**

REVIEWED BY:

Contract Manager: Gary L Date: _____

Contract Management Analyst: _____ Date: _____

Department Director: [Signature] Date: 06-02-99

Fin. & Admin. Svcs. Director: [Signature] Date: 6-9-99

After the contract has been routed and all routing signatures obtained, return contract and completed routing sheet to Contract Manager. The Contract Manager or designee sends two originals of the contract to the other contracting party for signature. The other party signs both originals and returns both to the Contract Manager or designee. The Contract Manager or designee provides both signed contracts and this completed routing sheet to the Deputy City Clerk. The Deputy City Clerk obtains the City signatures listed in the contract (City Attorney, City Clerk, City Manager). The Deputy City Clerk keeps one executed original and contract routing sheet for City Clerk files, sends one executed original to other party, and provides one copy to the Contract Manager and one copy to the Contract Management Analyst.

(This completed sheet is to be placed in the City Clerk contract file with original executed contract.)

**Amendment to the Interlocal Agreement Between
King County and the City of Burien
Relating To Law Enforcement Services, Dated _____.**

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 Burien, 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 January 1, 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

King County Executive

Date:

Approved as to form

Deputy Prosecuting Attorney
For Norm Maleng
King County Prosecuting Attorney

Date:

City of Burien

Gary Plong

City Manager

6-14-99

Date:

Approved as to form

[Signature]

City Attorney
City of Burien

4/14/99

Date:

CITY OF CARNATION

1999.514

May 18, 1999

King County Department of Public Safety
ATTN: Mary Pat Illingworth, Contracting Unit
516 Third Avenue
Seattle, WA 98104-2312

RE:

Dear Officer Illingworth:

Enclosed is the original Amendment to the Interlocal Agreement Between King County and the City of Carnation Relating to Law Enforcement Services that was approved by our City Council at their regular meeting April 6, 1999. I would greatly appreciate a copy being returned to my attention after signing by the King County Council.

Sincerely,

Mary L. Otness
Acting Deputy City Clerk

**Amendment to the Interlocal Agreement Between
King County and the City of Carnation
Relating To Law Enforcement Services, Dated _____.**

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 Carnation, 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, those cities have a current signed Interlocal Agreement for Law Enforcement Services and this Amendment will modify the existing Interlocal Agreement.

WHEREAS, this Amendment will take effect on January 1, 1999, and continue until such time as the Interlocal Agreement is re-negotiated.

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.

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

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 agreement.

- 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 a contract 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 and incorporated herein.
- 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 are; 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 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; 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 are; 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 CARNATION

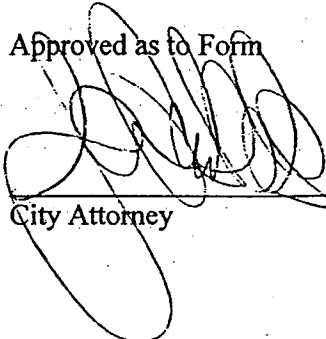
King County Executive

David Hunter
Mayor

Approved as to Form

Approved as to Form

Deputy Prosecuting Attorney
for NORM MALENG
King County Prosecuting Attorney



City Attorney



City of Covington

10797

Attachment D

1999.514

May 25, 1999

Captain Bruce Kalin
Tech Services
KCSO
516 3rd Avenue
Seattle, WA 98104

Re: Amendment to the Interlocal Agreement between King County and the City of Covington

Dear Captain Kalin:

Please find enclosed the Amendment to the Interlocal Agreement between King County and the City of Covington, which has been executed by the City of Covington. Please circulate to Mr. Ron Sims, King County Executive and to the Deputy Prosecuting Attorney for signature, then return to:

City Clerk's Office
The City of Covington
17210 SE 272nd Street
Covington, WA 98042

Thank you for your assistance.

Sincerely,

Donna Abeles
Administrative Clerk
City of Covington

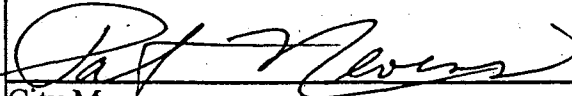
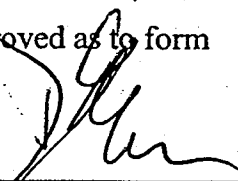
Enclosure

- 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.
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- 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
King County Executive
Date:
Approved as to form
Deputy Prosecuting Attorney For Norm Maleng King County Prosecuting Attorney
Date:

City of Covington
 City Manager 4/20/99
Date:
Approved as to form 
City Attorney City of Covington 4/22/99
Date:



107974

HTC 11111 L
The City Of Kenmore

P. O. Box 82607 • Kenmore, Washington 98028-0607

1999-514

April 20, 1999

Captain Bruce Kalin
Contracting Section, King County Police
King County Courthouse
516 3rd Avenue
Seattle, WA 98104

Re: Amendment to Law Enforcement Services Agreement

Enclosed please find above amendment executed by the City of Kenmore as authorized by the City Council at the April 12, 1999 regular council meeting.

Please return an executed copy of this amendment once it has been signed by the County Executive. If you need anything further, please contact me. Thank you.

Sincerely,

Ruth Muller
Operations

Enc. (1)

**Amendment to the Interlocal Agreement Between,
King County and the City of Kenmore
Relating To Law Enforcement Services, Dated April 15, 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 Kenmore 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 January 1, 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.

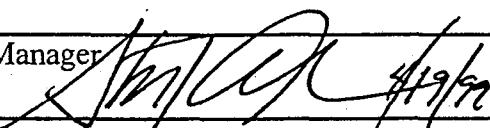
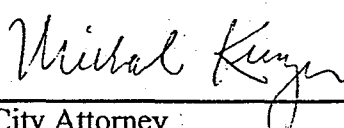
4.11.1 All cities agree to pay for actual overtime, salary, special pay and benefit costs.

- 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
King County Executive
Date:
Approved as to form
Deputy Prosecuting Attorney For Norm Maleng King County Prosecuting Attorney
Date:

City of Kenmore
City Manager 
Date: 4/19/99
Approved as to form

City Attorney City of Kenmore
4/19/99
Date:

10797

1999.514

**Amendment to the Interlocal Agreement Between
King County and the City of SeaTac
Relating To Law Enforcement Services, Dated April 15, 1999**

1999.514

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 SeaTac 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 January 1, 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.

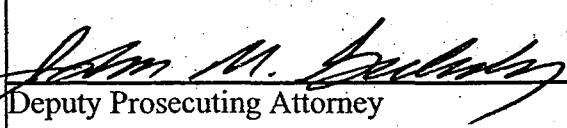
4.14.1 If a City requests and utilizes King County Police officers on overtime for special events within the City, the actual officer overtime expenditure will be billed to the City following the event. This billing will occur with the standard monthly billing, in accordance with Section 4.6 Billing. Examples of discretionary overtime include; but are not limited to, park patrol, parades, and community events.

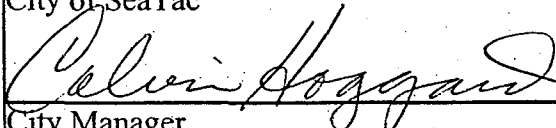
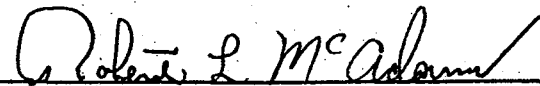
4.14.2 If a city experiences a disaster or unusual occurrence that is confined within its boundaries and officer overtime is requested by the city chief, to stabilize the situation, the actual overtime expenditures will be billed only if disaster relief reimbursement funds are not approved. Examples 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
King County Executive
Date:
Approved as to form

Deputy Prosecuting Attorney For Norm Maleng King County Prosecuting Attorney
8/25/99
Date:

City of SeaTac
 City Manager
Date: April 15, 1999
Approved as to form

City Attorney City of SeaTac
Date: 4/15/99

**Amendment to the Interlocal Agreement Between
King County and the City of Skykomish
Relating To Law Enforcement Services, Dated April 15, 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 Skykomish 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 January 1, 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.

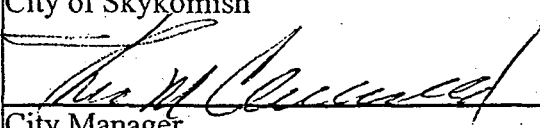
4.14.2 If a city experiences a disaster or unusual occurrence that is confined within its boundaries and officer overtime is requested by the city chief, to stabilize the situation, the actual overtime expenditures will be billed only if disaster relief reimbursement funds are not approved. Examples 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
King County Executive
Date:
Approved as to form
Deputy Prosecuting Attorney For Norm Maleng King County Prosecuting Attorney
Date:

City of Skykomish
 City Manager
Date: 5-12-99
Approved as to form
City Attorney City of Skykomish
Date: 5-12-99

**Amendment to the Interlocal Agreement Between
King County and the City of Woodinville
Relating To Law Enforcement Services, Dated April 15, 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 Woodinville 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 January 1, 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.

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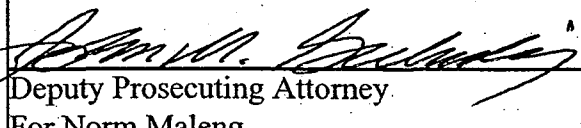
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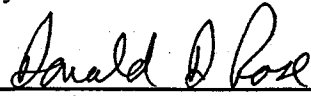
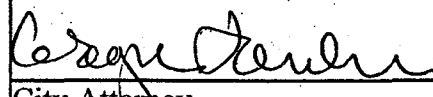
4.14.2 If a city experiences a disaster or unusual occurrence that is confined within its boundaries and officer overtime is requested by the city chief, to stabilize the situation, the actual overtime expenditures will be billed only if disaster relief reimbursement funds are not approved. Examples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

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- 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
King County Executive
Date:
Approved as to form
 Deputy Prosecuting Attorney For Norm Maleng King County Prosecuting Attorney
8/25/99
Date:

City of Woodinville
 City Manager 6/8/99
Date:
Approved as to form
 City Attorney City of Woodinville
6/8/99
Date:

**Amendment to the Interlocal Agreement Between
King County and the City of Covington
Relating To Law Enforcement Services, Dated April 15, 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 Covington 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 January 1, 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.

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