



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

November 3, 2003

Ordinance 14787

Proposed No. 2003-0474.1

Sponsors Gossett, Hammond, Patterson,
Edmonds, Constantine and Pelz

1 AN ORDINANCE authorizing the county executive to
2 amend the existing interlocal agreement with the
3 Muckleshoot Indian Tribe to provide additional enhanced
4 police services.

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7 STATEMENT OF FACTS:

- 8 1. The Muckleshoot Indian Tribe and King County have a previously
9 established agreement relating to the provision of law enforcement
10 services by the King County sheriff's office for the Muckleshoot Indian
11 Tribe.
- 12 2. The Muckleshoot Indian Tribe wishes to amend the agreement to add
13 additional positions and supervision.
- 14 3. The county has the resources to provide these services.

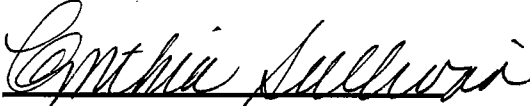
15 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

16 SECTION 1. The county executive is authorized to execute an amendment to the
17 existing agreement, substantially in the form attached to this ordinance, with the
18 Muckleshoot Indian Tribe to provide enhanced law enforcement services.
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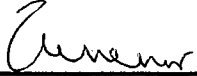
Ordinance 14787 was introduced on 10/20/2003 and passed by the Metropolitan King
County Council on 11/3/2003, by the following vote:

Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.
Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Hammond, Mr.
Gossett, Ms. Hague, Mr. Irons and Ms. Patterson
No: 0
Excused: 0


KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 7 day of November, 2003.


Ron Sims, County Executive

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2003 NOV - 7 PM 1:38
CLERK
KING COUNTY COUNCIL

Attachments A. Amendment to Agreement Between King County and the Muckleshoot Indian Tribe
Relating to Law Enforcement Services

ATTACHMENT A.

**Amendment to Agreement
Between King County and the Muckleshoot Indian Tribe
Relating to Law Enforcement Services**

WHEREAS King County, a home rule charter county and a political subdivision of the State of Washington, hereinafter referred to as the "County," and the Muckleshoot Indian Tribe, a federally-recognized Indian tribe, hereinafter referred to as the "Tribe" have an agreement relating to law enforcement services,

NOW THEREFORE, the County and Tribe hereby agree to the following amendments:

1. **Section 1.2.2 is added: Supervision.** At the Tribe's request, the County will provide a dedicated sergeant to provide direction and supervision to the dedicated officers assigned to the Tribe pursuant to Section 1.2.1. The County will require that the Tribe retain a dedicated sergeant if there are five or more officers dedicated to the Tribe. The Tribe may participate in the selection of the dedicated sergeant. The County also will provide Flex Supervision of the dedicated officers.
2. **Section 1.2.3 is added: Changes to Enhanced Law Enforcement Services.** The Tribe may adjust the number of officers or sergeants dedicated to their contract by notifying the County of the change with 60 days written notice, except that a reduction of all officers and sergeants shall constitute termination under the provisions of Section 7.2. Further, the Tribe is required to retain the dedicated sergeant subject to the terms of Section 1.2.2.
3. **Section 2.3 is amended to read: Tribe's 2003 Estimated Contract Amount.** Enhanced Service costs and unit costs shall be the basis for calculating the Tribe's estimated contract amount, which will not be exceeded. Beginning on January 1, 2003, the Tribe shall be charged for Enhanced Services on the basis of FTEs (full time equivalents) and for Flex Supervision on the basis of the Tribe's percentage of King County Sheriff's Office Precinct Three Dispatched Calls for Service.
4. **Section 2.4 is removed and replaced with the following Section 2.4: Additional Enhanced Services Positions.** In the event that the Tribe adds positions, the Tribe shall begin paying for the additional position on the date a recruit is hired by the County to fill that position. The County will assign a fully-trained deputy to the position at the earliest possible date.

5. **Section 7.2 is amended to read: Termination.** Either party may terminate this Agreement by providing twelve (12) months advance written notice to the other party. The parties shall jointly develop a transition plan within eight (8) months of such termination notice.

IN WITNESS WHEREOF, the parties have executed this agreement.

King County

Muckleshoot Indian Tribe

King County Executive

Tribal Council Chairman

Date

Date

Approved as to Form

Approved as to Form

Deputy Prosecuting Attorney

Tribal Attorney

Date

Date