



KING COUNTY
Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

December 12, 2012

Ordinance 17506

Proposed No. 2012-0479.1

Sponsors Lambert and Ferguson

1 AN ORDINANCE authorizing the county executive to
2 execute a contract agreement between King County and the
3 city of Lake Forest Park for the assignment of an interim
4 police chief; and declaring an emergency.

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 **SECTION 1. Findings:**

7 A. The city of Lake Forest Park has a police department consisting of a
8 chief of police, a civilian police administrator, eighteen commissioned officers,
9 two records clerks and a support services officer.

10 B. The current police chief for Lake Forest Park has only recently
11 announced that he is retiring at the end of 2012.

12 C. To ensure proper law enforcement administration and the required
13 levels of officer supervision, the city of Lake Forest Park desires to contract with
14 the King County sheriff's office for police chief services until such time as a
15 permanent replacement is selected.

16 D. The sheriff's office has provided contract police chief services to other
17 King County cities for more than three decades. This temporary partnership with
18 the city of Lake Forest Park furthers the county's goal to collaborate with local
19 jurisdictions in the provision of quality and cost effective police services.

20 E. The selected interim chief will function as do other contract police
21 chiefs in current sheriff's office's partner cities. The chief will act as temporary
22 head of the Lake Forest Park Police Department, and will report directly to the
23 city mayor and city administrator.

24 F. The county has the resources to provide this service and has
25 jurisdiction to enforce the law throughout the county and the attached agreement
26 compensates the county for the services using the same methodology used in
27 other city contracts.

28 G. Participation in the agreement will benefit of the citizens of the county,
29 especially the residents of the city Lake Forest Park, and ensure that the city's
30 police department continues to have a police chief to provide appropriate
31 oversight of law enforcement services.

32 H. To meet the need to provide the required police supervision and
33 oversight to the Lake Forest Park Police Department in a timely fashion and
34 therefore, to avoid the risk to the public peace, health, and safety if these services
35 are not available commencing January 3, 2013, it is necessary that this ordinance
36 be enacted as an emergency ordinance.

37 SECTION 2. The county executive is hereby authorized to execute a contract
38 agreement with the city of Lake Forest Park, in substantially the form of Attachment A to
39 this ordinance, for the assignment of an interim police chief.

40 SECTION 3. The county council finds as a fact and declares that an emergency

41 exists and that this ordinance is necessary for the immediate preservation of public peace,
42 health or safety or the support of county government and its existing public institutions.
43

Ordinance 17506 was introduced on 12/10/2012 and passed by the Metropolitan King County Council on 12/10/2012, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Dunn and Mr. McDermott
No: 0
Excused: 1 - Mr. Ferguson

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments: A. Agreement

AGREEMENT BETWEEN THE CITY OF LAKE FOREST PARK AND KING COUNTY
FOR THE ASSIGNMENT OF A POLICE CHIEF

This Agreement is entered into between the City of Lake Forest Park ("City"), a municipal corporation of the State of Washington, and King County ("County"), a home rule charter county and political subdivision of the State of Washington.

WHEREAS, the City has a police department consisting of a Chief of Police ("Chief"), a civilian police administrator, 18 commissioned officers, two records clerks and a support services officer, and

WHEREAS, the current Chief is retiring at the end of 2012; and

WHEREAS, the City wishes to contract with King County for the provision of an interim Chief; and

WHEREAS, RCW 39.34.030(2) authorizes public agencies to enter into an agreement for cooperative action; and

WHEREAS, the King County Sheriff's Office ("KCSO") has jurisdiction to enforce the law throughout King County; and

WHEREAS, the City and the County have agreed that KCSO Captain Baxter would capably serve as interim Chief;

NOW, THEREFORE, the parties, for good and valuable consideration, agree as follows:

1. County Responsibilities: Upon appointment of Captain Baxter as interim Chief by the Mayor of Lake Forest Park and confirmation of said appointment by the Lake Forest Park City Council pursuant to RCW 35A.12.090 and Lake Forest Park Municipal Code Section 2.16.020, the County will make Captain Baxter available on roughly a 50% FTE basis to perform the duties of Chief. These duties are set forth in attached Exhibit A.
2. Selection of Replacement Interim Chief: In the event that the Mayor terminates Captain Baxter's appointment or he otherwise becomes unavailable to perform the duties of Chief, the KCSO will identify a replacement interim Chief, who will commence performing the duties set forth in Exhibit A upon his or her appointment by the Mayor and confirmation by the City Council as set forth in Section 1. In the event the person identified by KCSO is not appointed or confirmed, the parties will work in good-faith to find a suitable alternative.
3. Compensation: The City shall reimburse the County \$23,187 (or \$1932 / week) for the services of the Chief. This amount is based on half of the fully loaded cost of a KCSO Captain. This payment is due no later than April 30, 2013. If the agreement is terminated early or extended, the cost will be adjusted proportionally using the \$1932/ week rate based on the amount of time actually served by the Chief.
4. Term and Termination:
 - A. This Agreement shall commence on January 3, 2013, and shall terminate on March 31, 2013, unless extended or terminated earlier, pursuant to the terms and conditions of this Agreement.
 - B. This Agreement may be terminated by the County Executive or the City, without cause, in whole or in part, prior to the date specified in Subsection 3.A. above, by providing the other party thirty (30) days advance written notice of the termination.

- C. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 3.A., the County may, upon written notification to the City, terminate this Agreement in whole or in part.
 - D. All provisions of this Agreement may be amended, including the term of the Agreement, by the mutual written agreement of the City, the County Sheriff and the County Executive.
5. Dispute Resolution: The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.
6. Entire Contract/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 a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement.
7. Notices: Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the City Administrator or the King County Sheriff and the County Executive.
8. Applicable Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.
9. No Third Party Beneficiaries: There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.
10. Indemnification:
- A. 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 (including Captain Baxter or any replacement interim Chief), 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.

- B. 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 (not including Captain Baxter or any interim replacement Chief), 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.

- C. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

- D. 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, Chapter 51 RCW, 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.

- 11. No Separate Entity Created. No separate legal or administrative entity is created by this Agreement. The Mayor shall be the administrator of this Agreement and shall manage its implementation except as otherwise specially provided herein. Real and personal property used in the performance of this Agreement shall remain the property of the entity supplying it.

IN WITNESS WHEREOF, the parties have executed this Agreement

King County

City of Lake Forest Park

County Executive

Mayor

Dated: _____

Dated: _____

Approved as to form:

Approved as to form:

Deputy Prosecuting Attorney

City Attorney

EXHIBIT A
ROLES AND RESPONSIBILITIES OF CHIEF

- 1) Command Structure
 - (a) For purposes of implementing this Agreement, Chief reports directly to Mayor and City Administrator to implement, apply and enforce state law, the Lake Forest Park Municipal Code, and Lake Forest Park Police Department policies, procedures, and directives.
 - (b) Chief holds the rank of Captain in the KCSO and will report to the KCSO Patrol Operations Chief regarding KCSO issues.

- 2) Title/Insignia
 - (a) Chief shall wear three stars on each collar point signifying role as the Police Chief of the City. Regardless of KCSO rank, Chief will be addressed as "Chief of Police" in public settings, such as city council meetings, public meetings, and contract service staff meetings.

- 3) Interaction with City
 - (a) Chief shall discuss and agree upon protocols for routine, daily interactions with the Mayor and City Administrator as deemed appropriate by the City.
 - (b) The Chief shall function as a department head within the City's organizational structure, and is expected to conduct himself or herself in a manner that supports and maintains trust in the City.
 - (c) At the direction of the Mayor and City Administrator, and as needed, the police chief shall attend and participate in the City's staff and council meetings, and official functions, celebrations, and commissions. As requested by the Mayor and City Administrator and as needed, the Chief will also represent the City police department at community meetings and functions.
 - (d) The Chief is the head of the City's Police Department and represents the Mayor of the City for all law enforcement matters in the community/City. This may include working with other relevant City departments and or other public agencies (e.g. courts, schools, etc.) on behalf of the City.
 - (e) The KCSO views the City as a partner and will maintain a customer service orientation to managing this Agreement. Consistent with this philosophy the Chief is expected to represent the City's point of view, consider City needs in carrying out his/her duties and advocate on behalf of the City similar to other City departmental directors.

- 4) Duties
 - (a) Supervision Received:
 - (i) The Mayor maintains authority and responsibility over the Chief.
 - (ii) The Mayor (and/or the City Administrator, if directed by the Mayor) shall have the general duty and responsibility of providing the Chief with general direction relative to the implementation of law enforcement services to the City.

- (b) Duties Include:
 - (i) Operations
 - (ii) The Chief shall direct all City police operations and develop response plans to manage resources and ensure effective and efficient delivery of services.
 - (iii) The Chief shall oversee the implementation of all City Police Department policies and procedures relating to police services that are established by the City.
 - (iv) The Chief shall utilize analysis of crime data to establish a plan for deploying resources to address identified needs.
 - (v) The Chief shall coordinate police activities for the City, including hours of operation and other specific protocols and procedures.
 - (vi) The police chief shall notify the Mayor and City Administrator of all major crimes or incidents.

- 5) Goals, Objectives, and Performance Indicators
 - (a) The Chief shall establish goals and objectives for City police services in conjunction with the Mayor and City Administrator that reflect the specific needs of the City. The chief shall also identify performance indicators for the entity to measure the established goals and objectives.
 - (b) The Chief shall review the City's performance indicators for police services against the stated goals and objectives, and shall report to the Mayor and City Administrator on progress of goal attainment.

- 6) Personnel Management and Training
 - (a) The Chief shall enforce current, City-adopted standards of performance for City officers, and make recommendations for new standards of performance as appropriate.
 - (b) The Chief shall identify areas of supplemental training for City officers, and make recommendations to the City Administrator for supplemental training.
 - (c) The Chief shall periodically review the performance of City officers and report to the City Administrator any recommendations for performance improvement.
 - (d) The Chief shall perform selected roll calls of City officers.
 - (e) The Chief shall coordinate and direct duties of City officers as specific needs arise, and as requested by Mayor and City Administrator within the context of established policies and procedures.