

MOTION NO. **8281**

A MOTION authorizing the King County executive to sign an amendment for 1991 to the law enforcement agreement with the City of Federal Way.

WHEREAS, King County and the City of Federal Way have entered into an agreement relating to law enforcement services effective February 28, 1990, and

WHEREAS, the county and city have negotiated certain amendments to the agreement for the calendar year 1991;

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

The King County executive is authorized to enter into an amendment, substantially in the form attached, to the agreement with the City of Federal Way relating to law enforcement services.

PASSED this 10th day of May, 1991

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

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1991 AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF FEDERAL WAY AND KING COUNTY
RELATING TO LAW ENFORCEMENT SERVICES

This is a 1991 amendment to the Interlocal Agreement between the City of Federal Way, a municipal corporation of the State of Washington, hereinafter referred to as the "City", and King County, a home-rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County".

WHEREAS, the City and the County have entered into an Interlocal Agreement relating to law enforcement services effective February 28, 1990; and

WHEREAS, the City and the County have negotiated certain amendments to the Agreement for the calendar year 1991; and

WHEREAS, the parties have the authority to proceed with these amendments to the Interlocal Agreement pursuant to the terms of the Agreement and Chapter 39.34 RCW;

NOW, THEREFORE, in consideration of mutual covenants, the City and County hereby agree to amend the Interlocal Agreement between the City and the County Relating to Law Enforcement services as follows:

1. Section 2, Supplemental Services, is amended to read:

Supplemental Services shall consist of five full-time equivalent patrol officers, in addition to necessary supervision, assigned exclusively to the City for the primary purpose of providing traffic services desired by the City, except that these services shall terminate effective March 1, 1991.

If the City desires to reinstate supplemental services in the future, the City Manager and the County Sheriff are authorized to determine the type and level of and compensation for supplemental services consistent with Section 7. Such determination shall be documented in a Memorandum of Understanding.

2. Section 6, Compensation--Base Level Services, is amended to read:

a. Contract Amount. In consideration for the base level services provided by the County as set forth herein, the City promises to pay to the County a sum equal to the City's share of net annual chargeable costs, determined according to the following methodology:

--the amount of the Department of Public Safety's annual adopted budget, including any negotiated cost-of-living increases and any other funds specifically identified for police services in the County's budget;

--less any services designated as regional, along with associated departmental and countywide overhead;

--plus departmental and countywide overhead associated with the direct services;

--plus capital projects with countywide benefit (amortized over the life of the project).

For 1991, the net annual chargeable costs shall be allocated to the City based on the City's average percentage of the Department of Public Safety's total dispatched calls for service during 1990. The contract amount for 1991 is \$6,532,800 as shown in the revised Exhibit I and accompanying tables. The Exhibit and tables shall be revised for each subsequent budget year.

b. Billing. The contract amount will be billed in equal monthly amounts. Payments are due within 30 days after invoicing by the County.

c. Other. For the City's planning purposes, the County will transmit to the City by September 15 of each year an estimate of the next calendar year's contract amount.

3. Section 7, Compensation--Supplemental Services, is amended to read:

a. Contract Amount. In consideration of the supplemental services provided by the County as set forth herein, the City promises to pay to the County the actual additional costs of providing the service, including but not limited to personnel, capital equipment and departmental supervision as shown in Exhibit II. The contract amount for 1991 is \$41,666.

b. Billing. The contract amount will be billed in equal monthly amounts. Payments are due within 30 days after invoicing by the County.

c. Other. For the City's planning purposes, the County will transmit to the City by September of each year an estimate of the next calendar year's contract amount.

d. Disposition of Vehicles. The County shall apply a credit to the 1991 contract amount referenced in Section 6(a) in the amount of \$88,815, which is equal to the value of the remaining life of the five and one-half traffic patrol vehicles purchased for supplemental services, in addition to any replacement funds contributed by the City.

- 4. Resource Allocation. The parties agree that should the Department of Public Safety, as a whole, be required to reduce its forces or conduct a department-wide budget cutback, the City's services shall be so reduced or cut back on a pro-rata equal share. The parties further agree that vacancies and vacation leave, sick leave and other leaves shall be shared proportionately between the City and the County.
- 5. All other terms and conditions not inconsistent with these amendments in the Interlocal Agreement shall remain in full force and effect pursuant to the terms as stated therein.
- 6. All acts in conformance with this amendment occurring from January 1, 1991 to the date of signing are hereby ratified.

IN WITNESS WHEREOF, The parties have executed this agreement.

City of Federal Way

King County

 J. Brent McFall
 City Manager

 Tim Hill
 King County Executive

Approved As To Form

Approved As To Form

 Sandra Driscoll
 City Attorney

 Deputy Prosecuting Attorney

EXHIBIT I

1991 Base Level
Police Services Chargeable Costs
Contract Amount

1991 DPS Budget (adopted with technical correction*)	\$50,171,350
CX Overhead Chargeable Costs (See Detail, Table I)	1,142,347
Amortized Eligible Public Safety, CIP Costs	56,239
Nonchargeable Public Safety Costs (See Detail, Table II)	(7,742,864)
1990 DPS Revenues (Estimate)	(942,597)
1990 COLA (Estimate)	1,537,412
Service Above Base	(670,000)
NET CHARGEABLE COSTS	<u>\$43,551,887</u>

Federal Way

Federal Way Dispatched Calls for Service -- 1990 Average	15.0%
1991 Federal Way Cost Allocation	\$ 6,532,800
1991 Monthly Amount	\$ 544,400

TABLE II

Public Safety Non-Chargeable Costs - 1991

	<u>Estimated 1990 Status Quo Budget</u>
Civil Warrants	\$ 880,057
Criminal Warrants	721,234
Marine Patrol	278,805
Emergency Coordination	333,925
Emergency Services	229,295
Search and Rescue	51,858
Retired Medical	498,494
Sheriff's Office	195,392
Sex Offender Registration	26,941
Subtotal	<u>\$ 3,216,001</u>
Allocation of Administrative and Support Costs	1,415,628
Car-Per-Officer Purchase	848,036
Helicopter - Pilot Project	359,000
Community Based Policy Pilot Project	614,734
Traffic Officers - County Only	763,308
Patrol Cars	526,157
TOTAL	<u>\$ 7,742,864</u>

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Budget Division
JC Disk:90.K5.X2
Federal Way 1/91

TABLE I

Current Expense Overhead for Public Safety
Chargeable Costs - 1991

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<u>Category</u>	<u>Charge</u>	<u>Non-Charge</u>
ARMS Control	\$ 41,979	
State Examiner		\$ 18,171
		55,098
Budget Services		
Prosecuting Attorney	0	
Grant Accounting	1,650	
Payroll Processing	24,757	
Personnel Services	297,712	
Purchasing Services	36,822	
Voucher Processing	8,169	
Deputy Executive and Executive Administration		121,126
Accounts Receivable	<u>114,068</u>	<u> </u>
Subtotal	\$ 525,157	\$194,395
Inflation (1989-1991)	<u>33,190</u>	<u>12,286</u>
Subtotal	\$ 558,347	\$206,681
Building Occupancy	<u>668,510</u>	<u> </u>
Subtotal	\$1,226,857	\$206,681
Allocation to Nonchargeable Public Safety Costs	<u>(84,510)</u>	<u> </u>
TOTAL	\$1,142,347	\$206,681

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Revised 4-26-91

EXHIBIT II

8281

1991 Supplemental
Traffic Patrol Services

Patrol Officers (10 FTE at \$35,584)	355,840
Sergeant Increment	51,630
Car O&M (Post Training)	<u>92,530</u>
Total	\$500,000

Total	
Federal Way Share (50%) - Annual Charge	250,000
1991 Month Amount	\$ 20,833

SeaTac Share (50%)	250,000
SeaTac 1991 Monthly Amount	20,833

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