

July 25, 1995  
LWENFSVC.MOT (SS:clt)

Introduced By: Jane Hague

Proposed No.: 95 - 532

MOTION NO. **9635**

1  
2 A MOTION approving a new contract model  
3 for delivering and pricing law  
4 enforcement services.

5  
6 WHEREAS, for the past year, King County and the cities  
7 that contract with the county for law enforcement services  
8 have been working on a new contract model for delivering and  
9 pricing services, and

10 WHEREAS, in April, 1995, the King County council adopted  
11 Motion 9540, establishing principles to guide the development  
12 of the new contract model, and

13 WHEREAS, work on the new contract model is now complete  
14 and the cities are in the process of reviewing proposed  
15 interlocal agreements based on the new model, and

16 WHEREAS, the new model reflects the principles  
17 established in Motion 9540 by: (1) offering cities services  
18 tailored to the specific needs of their communities; (2)  
19 providing cities with control over the type and level of  
20 services in their cities; (3) providing the option for  
21 unique insignia for uniforms and vehicles used by officers  
22 assigned to cities; and (4) providing a mechanism through an  
23 oversight committee for ongoing contract monitoring and issue  
24 resolution, and

25 WHEREAS, the council recognizes that in the future there  
26 may be minor modifications to the contract model or draft  
27 interlocal agreement that are consistent with these

1 principles and that such minor modifications would not  
2 require council approval;

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

5 1. The King County council hereby approves a new  
6 contract model for delivering and pricing law enforcement  
7 services as substantially reflected in the sample attached  
8 interlocal agreement dated July 20, 1995.

9 2. The King County council hereby authorizes the county  
10 executive to negotiate final interlocal agreements with each  
11 interested city and transmit such agreements to the county  
12 council for review and approval.

13 PASSED by a vote of 13 to 0 this 7<sup>th</sup> day of  
14 August, 1995.

15 KING COUNTY COUNCIL  
16 KING COUNTY, WASHINGTON

17 Kent Pullen  
18 Chair

19 ATTEST:

20 Gerald A. Peterson  
21 Clerk of the Council

22 Attachment:

23  
24 "Interlocal Agreement Between King County and the City of  
25 Shoreline Relating to Law Enforcement Services", July 20,  
26 1995.

27

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND  
THE CITY OF SHORELINE 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 Shoreline, 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 Department of Public Safety 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. Law Enforcement Services. The County will make available to the City any of the law enforcement services listed in Appendix A, "King County Police Services", dated June 12, 1995, which is incorporated herein by reference:

- 1.1. Precinct/City Services. 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 Department of Public Safety. 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", June 12, 1995, which is incorporated herein by reference.
2. City Department, Shared Supervision and Flexible Services Models. 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. City Department Model. 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-Director 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 Department of Public Safety.

- 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. Shared Supervision Model. 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-Director 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 Department of Public Safety.

- 2.2.3. Support and administrative services and precinct command and supervision 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. Flexible Services Model. 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. City Law Enforcement Services.

- 3.1. City Law Enforcement Services. Beginning August 31, 1995, the County agrees to provide to the City the level, degree and type of precinct/city and support services in accordance with Exhibit B (1995), along with related administrative services. Beginning January 1, 1996, the County agrees to provide to the City the level, degree and type of precinct/city and support services in accordance with Exhibit B (1996), along with related administrative services.

- 3.2. Revisions to City Law Enforcement Services. In 1997 and thereafter, revisions to city law enforcement services shall be made in accordance with Section 4.

4. Compensation.

- 4.1. Development of Service Costs. The County shall develop service costs for each precinct/city, support, and administrative service provided by the King County Department of Public Safety. Service costs for 1996 are contained in Appendix A, "King County Police Services", June 12, 1995, 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. Development of Unit Costs. 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 for 1995 and 1996 are listed in Exhibit A (1995) and Exhibit A (1996), respectively.

- 4.3. Calculation of City's Estimated Contract Amount. Service costs and unit costs shall be the bases for calculating the City's estimated contract amount. Beginning on August 31, 1995, 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 (1995). Beginning on August 31, 1995, 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 (1996).



- 4.4. City's Estimated Contract Amount. The estimated contract amount for 1995 is \$ \_\_\_\_\_ as shown in Exhibit B (1995). The estimated contract amount for 1996 is \$ \_\_\_\_\_ as shown in Exhibit B (1996). The County agrees to revise the 1996 amount in December, 1995, following the King County Council's adoption of the 1996 County budget, and provide the City by March 1, 1996 with a revised estimated contract amount, if lower than the amount shown in Exhibit B (1996).
- 4.5. Mid-year Adjustment. Mid-year supplemental appropriations requested by the City will be reflected as adjustments in the current year estimated contract amount.
- 4.6. Billing. 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. Annual Adjustment. Subject to the provisions of Section 4.9, beginning in May, 1997 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 1996, 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. Limit on Annual Growth. Beginning in 1996, 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. Decisions and Policy-Making Authorities. 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. Police Manager. The City may designate 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 September 1, 1995 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. Use of Non-Sworn Personnel. 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. City Purchases. 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 Department of Public Safety, 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-Director 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. Assignment of Detectives. At the request of the City and to the extent feasible, as determined by the King County Sheriff-Director 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 1995 toward hiring officers to be assigned to the City in 1996. These costs, further described in Section 4.1 herein, shall be added to the total costs billed for 1995 and paid by the City according to this agreement.
7. Reporting.
- 7.1. Reporting Districts. 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. Notification of Criminal Activity. 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. Personnel and Equipment. The County is acting hereunder as an independent contractor so that:
- 8.1. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the County;
- 8.2. Status of Employees. 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. Liabilities. 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. Provision of Personnel. 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. Municipal Violations. County police personnel shall cite violations of municipal ordinances into the City's municipal court.

9. City Responsibilities. In support of the County providing the services described in Exhibit B, the City promises to:
- 9.1. Municipal Police Authority. 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. Municipal Criminal Code. The City agrees, by no later than six months following incorporation to 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. Special Supplies. 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. Duration. This agreement is effective upon authorization and signature by both parties, except that services and charges shall commence on August 31, 1995 in accordance with Exhibit B(1995). The contract period shall continue until December 31, 1998. Thereafter, the agreement shall renew automatically from year to year unless either party initiates the termination process outlined herein.
11. Termination Process. Either party may initiate a process to terminate this agreement as follows:
- 11.1. Written Notice. 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 June 30, 1997.
- 11.2. Transition Plan. 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. Indemnification.

- 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. 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.

- 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. Non-discrimination. 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. Audits and Inspections. 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. Amendments. 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. Contract Administrators. 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. Referral of Unresolved Problems. The chief executive officer of the City may refer any problem which cannot be resolved to the King County Sheriff-Director.
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-Director, 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, 1995, 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 Department of Public Safety, 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 \_\_\_\_\_

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Manager

Approved as to Form

Approved as to Form

\_\_\_\_\_  
Deputy Prosecuting Attorney  
for  
NORM MALENG  
King County Prosecuting Attorney

\_\_\_\_\_  
City Attorney

	A	B	C			D			E			F			G			H
1			Flex						City									
2	<b>Precinct/City Services</b>		Billing Factor	Amount	Flex FTE Cost	FTEs	Amount	City FTE Cost										
3	Captain - City Chief	O	FTE	\$ 120,111	\$ 120,111	FTE	\$ 117,664	\$ 117,664										
4	Captain- Precinct Operations	R/O	% Pct. DCFS	\$ 1,046,723	\$ 116,303	% PTE	\$ 1,024,700	\$ 113,856										
5	Community Crime Prevention Unit	O	% Pct. Activity	\$ 276,989	\$ 92,330	FTE	\$ 269,648	\$ 89,883										
6	Community Policing Specialists	O	% Pct. DCFS	\$ 997,334	\$ 76,718	FTE	\$ 965,523	\$ 74,271										
7	Community Service Officers	O	% FTE	\$ 478,508	\$ 68,358	FTE	\$ 478,508	\$ 68,358										
8	DARE	O	% FTE	\$ 1,273,692	\$ 90,978	FTE	\$ 1,239,434	\$ 88,531										
9	Evidence and Supply Tech		na	na	na	FTE	\$ 52,396	\$ 52,396										
10	Major - City Chief	O	FTE	\$ 498,992	\$ 124,748	FTE	\$ 489,204	\$ 122,301										
11	Major - Pct Commander	R/O	% Pct. DCFS	\$ 498,992	\$ 124,748	% FTE	\$ 489,204	\$ 122,301										
12	Office Tech I		na	na	na	FTE	\$ 53,184	\$ 53,184										
13	Office Tech II		na	na	na	FTE	\$ 56,612	\$ 56,612										
14	Office Tech III		na	na	na	FTE	\$ 59,486	\$ 59,486										
15	Precinct Crime Analysis	O	% Pct. DCFS	\$ 375,689	\$ 93,922	% FTE	\$ 365,901	\$ 91,475										
16	Precinct Detectives	R	% Pct. Cases	\$ 2,850,429	\$ 105,571	FTE	\$ 2,328,776	\$ 86,251										
17	Precinct Admin. Sgt.	R	NA	na	na	FTE	\$ 94,301	\$ 94,301										
18	Precinct Pro-Active	O	% FTE	\$ 1,581,401	\$ 105,427	FTE	\$ 1,254,460	\$ 83,631										
19	Reactive Patrol (Flex)	R	% Pct. DCFS	\$ 24,056,718	\$ 87,798	NA	\$ 23,386,369	\$ 85,352										
20	Reactive Patrol (city)	O/R	FTE	\$ 24,056,718	\$ 87,798	FTE	\$ 23,386,369	\$ 85,352										
21	Reactive Patrol Sgts (flex)	R	% Pct. DCFS	\$ 3,733,314	\$ 100,900	NA	\$ 3,642,792	\$ 98,454										
22	Reactive Patrol Sgts (city)		FTE	\$ 3,733,314	\$ 100,900	FTE	\$ 3,642,792	\$ 98,454										
23																		
24	<b>Support Services</b>																	
25	Air Support	O	% DCFS	\$ 221,674	\$ 110,837	% DCFS	\$ 221,674	\$ 110,837										
26	Bomb Disposal Unit	R/O	% Incidents	\$ 121,676	\$ 121,676	% Incidents	\$ 121,676	\$ 121,676										
27	Canine (Special Ops)	R/O	% Canine Details	\$ 1,136,671	\$ 113,667	% Canine Details	\$ 1,136,671	\$ 113,667										
28	Canine (City)	R/O	na	na	na	FTE	\$ 1,085,751	\$ 108,575										
29	Communications-911	R	% DCFS	\$ 5,286,904	\$ 59,072	% DCFS	\$ 5,286,904	\$ 59,072										
30	Crimestoppers	O	% Total Crimes	\$ 232,012	\$ 232,012	% Total Crimes	\$ 232,012	\$ 232,012										
31	Drug Enforcement Unit	O	% Part I Crimes	\$ 1,669,469	\$ 111,298	% Part I Crimes	\$ 1,669,469	\$ 111,298										
32	DWI	O	FTE	\$ 443,025	\$ 110,756	FTE	\$ 443,025	\$ 110,756										
33	Fraud, Forgery, Organized Crime	O	FTE or % Caseload	\$ 870,372	\$ 108,797	FTE or % Caseload	\$ 870,372	\$ 108,797										
34	Gang Unit Detectives	O	% Caseload	\$ 1,024,257	\$ 146,322	% Caseload	\$ 1,024,257	\$ 146,322										
35	General Traffic	O	FTE	\$ 443,026	\$ 110,757	FTE	\$ 443,026	\$ 110,757										
36	Hostage Negotiation	R/O	% Incidents	\$ 56,229	\$ 112,458	% Incidents	\$ 56,229	\$ 112,458										
37	Laptop and Criminal Investigations Computers	R/O	TBD			TBD												
38	Major Crimes Detectives	R	% Part I Major Crimes	\$ 3,620,528	\$ 116,791	% Part I Major Crimes	\$ 3,620,528	\$ 116,791										
39	Marine Patrol	O	NA	\$ 711,649	\$ 91,826	NA	\$ 711,649	\$ 91,826										
40	MARR Unit	O	TBD	\$ 487,075	\$ 69,582	TBD	\$ 487,075	\$ 69,582										
41	Motorcycle	O	FTE	\$ 2,107,806	\$ 117,100	FTE	\$ 2,107,806	\$ 117,100										
42	Tactical Unit	R	% of Incidents	\$ 274,123	\$ 137,062	% of Incidents	\$ 274,123	\$ 137,062										
43	Vice	O	% Unit Arrests	\$ 283,366	\$ 118,069	% Unit Arrests	\$ 283,366	\$ 118,069										
44	Gambling	O	% Gambling Licenses	\$ 188,911	\$ 118,069	% Gambling Licenses	\$ 188,911	\$ 118,069										
45																		
46																		
47			Precinct 2	Precinct 3	Precinct 4	Precinct 5												
48	Precinct Facilities and Maintenance		\$ 144,043	\$ 142,785	\$ 152,077	\$ 187,865												

	A	B	C	D	E
1					
2				City Model	
3	Title		Billing Factor	Amount	
4	Canine (city)		FTE		FTE amount fr cost from Costs
5	Captain - City Chief		FTE		FTE amount fr cost from Costs
6	Captain- Pct. Operations		% FTE		FTE amount fr cost from Costs
7	Community Crime Prevention Unit		FTE		FTE amount fr cost from Costs
8	Community Policing Specialists		FTE		FTE amount fr cost from Costs
9	Community Service Officers		FTE		FTE amount fr cost from Costs
10	DARE		FTE		FTE amount fr cost from Costs
11	Evidence and Supply Tech		FTE		FTE amount fr cost from Costs
12	Pct. Facilities and Maintenance		% Pct. FTE	E26/M24	% of Precinct f Column E * Pc Row 46
13	Major - City Chief		FTE		FTE amount fr cost from Costs
14	Major - Pct. Commander		% FTE		FTE amount fr cost from Costs
15	Office Tech I		FTE		FTE amount fr cost from Costs
16	Office Tech II		FTE		FTE amount fr cost from Costs
17	Office Tech III		FTE		FTE amount fr cost from Costs
18	Pct. Crime Analysis		% FTE		FTE amount fr cost from Costs

	A	B	C	D	E	
19	Pct. Detectives			FTE		FTE amount fr cost from Cost
20	Pct. Detective Sgt.			FTE		FTE amount fr cost from Cost
21	Pct. Pro-Active			FTE		FTE amount fr cost from Cost
22	Reactive Patrol (flex)		NA	NA		NA
23	Reactive Patrol (city)			FTE		FTE amount fr cost from Cost
24	Reactive Patrol Sgts. (flex)		NA	NA		NA
25	Reactive Patrol Sgts. (city)			FTE		FTE amount fr cost from Cost
26				Totals	SUM(E4:E25)- E12	SUM(F4:F25)
27						
28	<i>Support Services</i>					
29	Title		Billing Factor	Amount		City
30	Air Support		% DCFS			% DCFS from Costs/ Colum
31	Bomb Disposal Unit		% Incidents			% Incidents fr from Costs/ C
32	Canine		% Canine Details			% of Incidents from Costs/ C
33	Communications-911		% DCFS			% DCFS from Costs/ Colum
34	Crimestoppers		% Total Crimes			% Total Crimes from Costs/ C
35	Drug Enforcement Unit		% Part 1 Crimes			% Part 1 Crim from Costs/ C
36	DWI			FTE		FTE amount fr cost from Cost
37	Fraud, Forgery, Organized Crime			FTE or % Caseload		% of total unit p * cost from

	A	B	C	D	E
38	Gang Unit Detectives			% Caseload	% of total unit Column P • G
39	General Traffic			FTE	FTE amount cost from Co
40	Hostage Negotiation			% Incidents	% incidents from Costs!
41	Laptop and Criminal Investigations Computers			TBD	No charges in distributing determined.
42	Major Crimes Detectives			% Part I Major Crimes	% Part I Major • cost from C
43	Marine Patrol			NA	Formula for determined.
44	MARR Unit			TBD	% of MARR • cost from C
45	Motorcycle			FTE	FTE amount cost from Co
46	Tactical Unit			% of Incidents	% incidents from Costs!
47	Vice			% Unit Arrests	% Vice Unit cost from Co
48	Gambling			% Gambling Licenses	% Licensed from Column Column G
49	City Model FTEs & Equiv.			E26+K49	SUM(F30:F49) Support Cost
50	Flex Model FTE Equiv.			K26+K49	Total Cost F49+F76
51					
52					
53					
54					
55					
56					
57					
58					

L		M	
		City	% Pre
1	Workload Indicators - 1994		% Pre
2	Dispatched Calls	Number of Calls from Workload Column B	% of Work
3	Pct Detective Caseload		City's caseload
4	Comm. Crime Prev. Cstld.		
5	Part 1 Crimes	Number of P 1 Crimes from Workload! column B	
6	Part 2 Crimes	Number of P2 Crimes from Workload! column B	
7	Total Crimes	SUM(M5:M6)	
8	Part 1 Major Crimes	Number of P1 crimes of type handled by Major Crimes Unit from Workload! Workload Indicators table	
9	Bomb Disposal Incidents	Workload!W3	
10	Canine Details	Workload!W4	
11	FFOC Caseload	Workload!W5	
12	Gang Unit Caseload	Workload!W6	
13	Hostage Negotiation Incidents	Workload!W7	
14	Tactical Unit Incidents	Workload!W9	
15	Vice Unit Arrests	Workload!W10	
16	Licensed Gambling Establishments	Workload!W11	
17	Precinct CPO Flex	Workload!D35	
18	Precinct Crime Analysts	Workload!D38	
19	Precinct Detectives	Workload!D61	

	L	M
20	Pct. Patrol Flex %	WorkloadJ73
21	Recert Patrol Sgs. %	WorkloadJ68
22	Captain Precinct Ops	WorkloadID54
23	Pct. Facilities and Maintenance cost	CostsID46
24	Precinct Sworn Staff	WorkloadID579
25	Precinct CCPU Staff	WorkloadID59
26	MARR Unit	TBD
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		



## King County DPS

## 1994 Workload

A		B	C	D	E	F	G	H
1	94 DCFS		% Precinct	% Precinct Flex	% Total			
2	Precinct 2	45053	100.00%	100.00%	26.80%		0.87	15979
3	Woodinville	2657	5.90%	8.24%	1.58%	A1		4683 F1
4	Skykomish	24	0.05%	0.00%	0.01%	A2		3478 F2
5	North Bend	1311	2.91%	0.00%	0.78%	A3		4583 F3
6	Unincorporated Dedicated	11477	25.47%	0.00%	6.83%	A4		3235 F4
7	Unincorporated Flex	29584	65.66%	91.76%	17.60%	A5		3349 F5
8	Shoreline	13911	30.88%	43.15%	8.28%	A6		4822 F6
9						B1*		3120 F7
10	Precinct 3	37733	100.00%	100.00%	22.45%	B2*		2314 F8
11	Beaux Arts Village	47	0.12%	0.12%	0.03%	B3		2035 F9
12	Newcastle	998	2.64%	2.64%	0.59%	B4		2828 F44
13	Unincorporated	36688	97.23%	97.23%	21.83%	B5		4109 F55
14						C1		1311 F77
15	Precinct 4	46387	100.00%	100.00%	27.60%	C2		2314 F99
16	SeaTac	11659	25.13%	29.31%	6.94%	C7		123
17	Burien	13230	28.52%	33.26%	7.87%	C9		24
18	Unincorporated Flex	14884	32.09%	37.42%	8.86%	C22		68
19	Vashon/Skyway	6614	14.26%	0.00%	3.93%	W1*		2657
20						Totals		45053
21	Precinct 5	38911	100.00%	100.00%	23.15%			
22	Federal Way	29008	74.55%	74.55%	17.26%			
23	Unincorporated	9903	25.45%	25.45%	5.89%			

King County DPS

1994 Workload

	A	B	C	D	E	F	G	H
24								
25								
26								
27		Part 1 Crimes	Part 2 Crimes	Part 1 Crimes %	Total Crimes	Total Crimes %		Part
28	Precinct 2	7,656	7,391	25.76%	15,047	26.61%		A1
29	Shoreline	2,555	2,264	8.60%	4,819	8.52%		A2
30	Woodinville	440	360	1.48%	800	1.41%		A3
31	Skykomish	263	44	0.88%	307	0.54%		A4
32	North Bend	190	250	0.64%	440	0.78%		A5
33	Unincorporated	4,208	4,473	14.16%	8,681	15.35%		A6
34								B1*
35	Precinct 3	6,560	6,205	22.07%	12,765	22.57%		B2*
36	Beaux Arts Village	3	1	0.01%	4	0.01%		B3
37	Newcastle	152	140.15	0.51%	292	0.52%		B4
38	Unincorporated	6,405	6,064	21.55%	12,469	22.05%		B5
39								C1
40	Precinct 4	7,862	7,310	26.45%	15,172	26.83%		C2
41	SeaTac	1,927	1,869	6.48%	3,796	6.71%		C7
42	Burien	2,403	2,163	8.08%	4,566	8.07%		C9
43	Unincorporated	3,532	3,278	11.88%	6,810	12.04%		C22
44								W1*
45	Precinct 5	7,644	5,920	25.72%	13,564	23.99%	Total	15047
46	Federal Way	5,800	4,380	19.51%	10,180	18.00%		
47	Unincorporated	1,844	1,540	6.20%	3,384	5.98%		
48		29722	26826		56548	100.00%		

King County DPS

1994 Workload

	A	B	C	D	E	F	G	H
49								
50	Precinct Staff Allocation	Precinct 2	Precinct 3	Precinct 4	Precinct 5	Totals		P2 %
51								
52	Major	1	1	1	1	4		25.0%
53	Captain - City Chief					1		0.0%
54	Captains - Precinct Ops	3	1	2	2	8		37.5%
55	CPOs Flex	2		6		8		25.0%
56	CPOs City	1				1		100.0%
57	CPOs County	1	2	2		5		20.0%
58	Crime Analysis	1	1	1	1	4		25.0%
59	Crime Prevention		0	1	1	2		0.0%
60	DARE	5	4	3	3	15		33.3%
61	Detectives	8	7	8	5	28		28.6%
62	Detective Sergeants	1	1	1	1	4		25.0%
63	Proactive	0		3	5	8		0.0%
64	Proactive Sgts.			1	1	2		0.0%
65	HUD Funded Officer	0	2	2		4		0.0%
66	School Officer		1			1		0.0%
67	Traffic				6	6		0.0%
68	Patrol Sergeants Flex	7	6	7	9	29		17.5%
69	Patrol Sergeants City	2	2	2	2	8		5.0%
70	Patrol Sergeants County	3	1	1	1	6		3.8%
71	Patrol Officers City	10		9	9	28		17.2%
72	Patrol Officers County	13		19	32	54		33.3%
73	Patrol Officers Flex	39	31	49	45	164		100.0%
74	Light Duty Officers				2	2		0.0%
75	Sick/Disability Leave			0	1	1		0.0%
76	Military Leave					0		0.0%
77	Recruits	2	1	1	5	9		0.8%
78	Patrol Total	64	52	78	53	247		25.9%
79	Precinct Sworn Total	99	81	107	82	352		28.1%
80	CSOs City			1	3	4		0.0%
81	CSOs Flex		1	3	4	8		0.0%
82	Clerical	4	3	4	3	14		28.6%
83	Evidence Tech	1	1	1	1	4		25.0%
84	Precinct Staff Total	104	85	113	89	374		27.8%
85								
86	Reserve Officers	21	12	18	12	63		33.3%
87	Vols / RSV	8		12	7	27		29.6%
88	Chaplains				3	3		0.0%

King County DPS

1994 Workload a

T	U	V	W	X	Y	Z	AA	AB
	Workload Indicators	Beaux Arts	Burien	Federal Way	Newcastle	North Bend	SeaTac	Shoreline
1								
2								
3	Bomb Disposal Incidents	0	10	13	2	2	2	2
4	Canine Details	0	372	572	4	16	296	632
5	FFOC Caseload	0	272	488	5	38	88	291
6	Gang Unit Caseload	0	14	12	0	0	14	14
7	Hostage Negotiation Incidents	0	2	1	0	0	4	0
8	Part 1 Major Crimes	0	156	363	11	7	161	156
9	Tactical Unit Incidents			2				2
10	Vice Unit Arrests	0	0	89	0	0	123	182
11	Licensed Gambling Establishments	0	18	29	0	8	10	15
12								
13	Workload Indicators	Beaux Arts	Burien	Federal Way	Newcastle	North Bend	SeaTac	Shoreline
14								
15	Bomb Disposal Incidents	0.00%	6.94%	9.03%	1.39%	1.39%	1.39%	0.00%
16	Canine Details	0.00%	3.23%	4.97%	0.03%	0.14%	2.57%	5.49%
17	FFOC Caseload	0.00%	10.00%	17.95%	0.18%	1.40%	3.24%	10.70%
18	Gang Unit Caseload	0.00%	9.86%	8.45%	0.00%	0.00%	9.86%	9.86%
19	Hostage Negotiation Incidents	0.00%	11.11%	5.56%	0.00%	0.00%	22.22%	0.00%
20	Part 1 Major Crimes	0.00%	8.58%	19.96%	0.60%	0.38%	8.85%	8.58%
21	Tactical Unit Incidents	0.00%	0.00%	8.00%	0.00%	0.00%	8.00%	0.00%
22	Vice Unit Arrests	0.00%	0.00%	20.00%	0.00%	0.00%	27.64%	40.90%
23	Licensed Gambling Establishments	0.00%	9.73%	15.68%	0.00%	4.32%	5.41%	8.11%

County Proposed Staffing Levels

Precinct/City Services		Flex Model				
Title	R/O		Flex Model Billing Factor	Amount	Flex Service Cost	FTE Equiv
Canine (city)	R		NA	NA	NA	NA
Captain - City Chief	O		FTE	1.00	118,526	1.00
Captain- Pct. Operations	R		% Pct. DCFS	30.88%	\$ 103,717	0.93
Community Crime Prevention Unit	O		% Pct. Activity n	0.00%	-	0.00
Community Policing Specialists	O		% Pct. DCFS Y	100%	73,062	1.00
Community Service Officers	O		% FTE	1	65,254	1.00
DARE	O		% FTE	1.1	96,110	1.10
Evidence and Supply Tech	O	\$	% FTE	NA	NA	NA
Pct. Facilities and Maintenance		0.00%	% Pct. DCFS	30.88%	\$ 44,476	
Major - City Chief	O		FTE			0.00
Major - Pct. Commander	R		% Pct. DCFS	30.88%	37,541	0.31
Office Tech I	O	\$		NA	NA	NA
Office Tech II	O	\$		NA	NA	NA
Office Tech III	O	\$		NA	NA	NA
Pct. Crime Analysis	O		% Pct. DCFS Y	30.88%	27,864	0.31
Pct. Detectives	R		% Pct. Cases Assigned	32.02%	\$ 259,733	2.56
Pct. Detective Sgt.	R		NA	NA	NA	NA
Pct. Pro-Active	O		% FTE			0.00
Reactive Patrol (flex)	R	NA NA	% Pct DCFS	43.15%	\$ 1,573,524	18.67
Reactive Patrol (city)	O		FTE			0.00
Reactive Patrol Sgts. (flex)		NA NA	% Pct. DCFS	43.15%	\$ 271,066	2.79
Reactive Patrol Sgts. (city)	R		FTE			0.00
					\$ 2,670,875	29.67

Support Services		Flex Model				
Title	R/O			Amount	Flex Service Cost	FTE Equiv.
Air Support	O		Y	8.28%	\$ 17,667	0.17
Bomb Disposal Unit	R/O			0.00%	\$ -	-
Canine	R/O			5.49%	\$ 60,185	0.55
Communications-911	R			8.28%	\$ 426,455	2.41
Crimestoppers	O		y	8.52%	\$ 19,463	0.09
Drug Enforcement Unit	O		y	8.60%	\$ 137,953	1.29
DWI	O		n		\$ -	-
Fraud, Forgery, Organized Crime	O		y	10.70%	\$ 89,555	0.86
Gang Unit Detectives	O		y	9.86%	\$ 97,159	0.69
General Traffic	O		Y		\$ -	-
Hostage Negotiation	R/O			0.00%	\$ -	-
Laptop and Criminal Investigations Computers	O/R					
Major Crimes Detectives	R			8.58%	\$ 298,960	2.66
Marine Patrol	O		N		\$ -	-
MARR Unit	R					
Motorcycle	O		Y	2.00%	\$ 225,741	2.00
Tactical Unit	R			0.00%	\$ -	-
Vice	O		Y	40.90%	\$ 111,391	0.98
Gambling	O		Y	8.11%	\$ 14,722	0.13

Support Cost \$ 1,499,252 16.81

## County Proposed Staffing Levels

Precinct/City Services		City Model			
Title	R/O	City Model Billing Factor	Proposed Amount	Proposed City Model Cost	FTEs
Canine (city)	R	FTE		-	
Captain - City Chief	O	FTE	1	117,664	1
Captain- Pct. Operations	R	% FTE		-	0.00
Community Crime Prevention Unit	O	FTE		-	0.00
Community Policing Specialists	O	FTE	3	222,813	3.00
Community Service Officers	O	FTE		-	0.00
Evidence and Supply Tech	O	FTE	0.31	\$ 27,445	0.31
DARE	O	FTE	1	88,531	1.00
Pct. Facilities and Maintenance		% Pct. FTE	46.93%	67,598	NA
Major - City Chief	O	FTE		-	0.00
Major - Pct. Commander	R	% FTE	0.15	18,345	0.15
Motorcycle	O	FTE	2.00	\$ 187,148	2.00
Office Tech I	O	FTE		\$ -	0.00
Office Tech II	O	FTE	1	\$ 56,612	1.00
Office Tech III	O	FTE		\$ -	0.00
Pct. Crime Analysis	O	% FTE		-	0.00
Pct. Detectives	R	FTE	3	258,753	3.00
Pct. Detective Sgt.	R	FTE	1	94,301	1.00
Pct. Pro-Active	O	FTE	4	334,523	4.00
Reactive Patrol	O	FTE	23	1,963,089	23.00
Reactive Patrol Sgts.	R	FTE	7	689,177	7.00
Subtotals				\$ 4,125,999	46.46

Support Services		City Model			
Title	R/O	Support Svcs. Billing Factor	Proposed Amount	Proposed City Model Cost	FTEs
Air Support	O	Y % DCFS	8.28%	\$ 18,346	0.17
Bomb Disposal Unit	R/O	% Incidents	0.00%	-	-
Canine	R/O	Y % Details	5.49%	62,446	0.55
Communications-911	R	% DCFS	8.28%	437,556	7.41
Crimestoppers	O	n % Total Crime	8.52%	\$ -	-
Drug Enforcement Unit	O	n- % Pt 1 Crime	8.60%	\$ -	-
DWI	O	n FTE		\$ -	-
Fraud, Forgery, Organized Crime	O	Y % Caseload	10.70%	\$ 93,151	0.86
Gang Unit Detectives	O	n % Caseload	9.86%	\$ -	-
General Traffic	O	Y FTE		\$ -	-
Hostage Negotiation	R/O	% Incidents	0.00%	-	-
Laptop and Criminal Investigations Computers	O/R	TBD		-	-
Major Crimes Detectives	R	% Pt 1 Major Crime	8.58%	310,502	2.66
Marine Patrol	O	N NA		\$ -	-
MARR Unit	R	TBD		-	-
Tactical Unit	R	% of Incidents	0.00%	-	-
Vice	O	n % Unit Arrests	40.90%	\$ -	-
Gambling	O	Y % Gambling Licenses	8.11%	\$ 15,317	0.13
Subtotals				937,318	11.77
Totals				5,063,317	58.23

## Exhibit C

## Guidelines for City and County Policy Development and Implementation

I. DISCRETIONARY POLICIES UNDER THE CONTROL OF THE CITY

- 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. DISCRETIONARY POLICIES WHICH NEED TO BE NEGOTIATED WITH THE COUNTY BUT 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. DISCRETIONARY POLICIES WHICH REQUIRE UNIFORM APPLICATION  
DEPARTMENT-WIDE

- 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

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

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)



**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

**Exhibit D****Police Manager****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 Department of Public Safety (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 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.

**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 established 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.