

June 6, 1997
ST/424A2
Clerk 7/10/97

Introduced By:

BRIAN DERDOWSKI

LARRY GOSSETT

Proposed No.:

97-438

MOTION NO. **10257**

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A MOTION authorizing the County Executive to enter into interlocal agreements with the city of Covington relating to the County's provision of local services.

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WHEREAS, the city of Covington (the "city") will incorporate on August 31, 1997, and

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WHEREAS, the city desires to secure certain municipal services from the county for its

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residents, and

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WHEREAS, the county is willing and able to provide the requested municipal services;

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

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The county executive is hereby authorized to execute interlocal agreements, substantially

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in the forms attached, with the city of Covington for the county to provide the following services:

- 1. Building and Land Use (DDES);
- 2. Law Enforcement.

PASSED by a vote of 11 to 0 this 28th day of July, 19 97

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

June Hogue
Chair

ATTEST:

[Signature]
Clerk of the Council

Attachment: Interlocal Agreements

INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF COVINGTON
RELATING TO PROCESSING OF BUILDING PERMITS
AND LAND USE APPLICATIONS

THIS AGREEMENT is made and entered into this day by and between King County, a home rule charter County in the State of Washington (hereinafter referred to as the "County") and the City of Covington, a municipal corporation in the State of Washington (hereinafter referred to as the "City").

WHEREAS the City has incorporated within an area which had previously been unincorporated King County, and

WHEREAS all local governmental authority and jurisdiction with respect to the newly incorporated area transfers from the County to the City upon the date of incorporation, and

WHEREAS the County and City agree that having County staff process incorporation area building permit applications and land use applications on behalf of the City for a transitional period will assist in an orderly transfer of authority and jurisdiction; and

WHEREAS, it is the parties intent by virtue of this agreement that any and all discretionary decisions shall be made by the City, and

WHEREAS this agreement is authorized by the Interlocal Agreement Act, RCW 39.34;

NOW, THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between the City and County as follows:

1. Enactment. In order to enable the County to process the permits and land use applications in accordance with the terms of this Agreement, the City shall enact an ordinance adopting those County zoning, land use, and development regulations in existence at the time of incorporation, for all permits and land use applications identified in Section 2 of this agreement. In addition, the City shall adopt legislation authorizing the County to charge applicants the fees authorized by King County Code Title 27 for applications received prior to incorporation which the County may continue to process post incorporation under this agreement.

2. Preincorporation Permit Application Filed With King County.

2.1 Beginning on the effective date of incorporation, and except as provided for herein, the County shall act as an agent of the City and shall review all building permit and land use applications filed with the County before the effective date of incorporation which involve property within the City. Review by the County shall occur in accordance with County regulations adopted by the City as set forth in Section 1. Unless otherwise provided herein, said review shall include: decisions to approve, condition or deny applications; follow-up inspections and enforcement of conditions of approval; issuance of extensions for completion of inspections; and issuance of ancillary permits, such as fire and mechanical permits, which are essential for completion of each original project permit.

2.2 With regard to those land use permits which do not require a public hearing prior to issuance, the County will continue to process such applications and shall make a report and recommendation to the City's designated decision-maker. Any final action on these applications shall be taken by the City.

2.3 For those applications which require quasi-judicial or legislative approval e.g. subdivision or rezones, or which involve administrative appeals, the County shall likewise prepare a report and recommendation to the City for use by the City Manager or other authorized decision-maker for the City. The decision-maker shall not be a County employee. The City shall be responsible for scheduling, providing notice of, and conducting any public hearings required in conjunction with the application.

2.4 With regard to those subdivisions, short subdivisions, and planned unit developments that have been granted preliminary approval prior to incorporation, the County shall continue to review the development up to the point of making a recommendation to the City on whichever pending phase of review the development is in on the date of incorporation. For purposes of this agreement, post-preliminary approval review phases include engineering plan approval, final plat/PUD approval, construction inspection approval, and maintenance/defect approval. After making its recommendations, unless otherwise agreed, the County shall turn the application over to the City for all further decisions and processing. The City may request, and the County may agree, in certain cases, to complete subsequent post-preliminary approval review phases. All financial guarantees required of the applicant at completion of a current

review phase to secure compliance with the requirements of subsequent phases, shall be filed with or turned over to the City, which shall have sole discretion on the assessment of required performance and the release of said guarantees.

2.5 The County will prepare and send to the City a list of all preincorporation building and land use permit applications pending within the incorporation area. The City or County may exclude from this agreement any permits or applications on the list. Such exclusion shall be by written notice to the County within thirty (30) days following receipt of the applicable list. The City may thereafter notify the County, and the County may notify the City, of such other permits or applications each wishes to exclude.

3. Referral of New Requests.

3.1 The County agrees to advise permit applicants that any new building or land use applications or permit requests within the boundaries of the incorporation area must be submitted to the City. The County agrees to accept requests for permit renewals or extensions only when construction has already begun and such renewal or extension is necessary to complete the project under the terms of this Agreement. The County agrees to accept requests for ancillary permits only for mechanical or fire systems for building under construction and when such ancillary permits are necessary to complete construction of the same project under the terms of this Agreement. The County will not accept permit applications which seek to extend the use or dimensions of the project under construction, or which seek approval for free standing signs, tenant improvements, or accessory structures.

4. SEPA Compliance.

4.1 In order to satisfy the procedural requirements of the State Environmental Policy Act ("SEPA"), the City shall serve as lead agency for all applications processed by the County pursuant to this agreement. The City shall designate and identify a SEPA-responsible official (who shall not be a County employee) to perform environmental review, including the issuance of threshold determinations and preparation of the environmental impact statements for projects within the incorporated area. Any and all pending or future appeals from SEPA threshold determinations and other SEPA matters relating to projects within the incorporation area shall be heard by the City. The County will notify the City's responsible official when a SEPA determination or decision is required and will not further process the application until the responsible official has acted.

4.2 The County agrees to provide technical SEPA assistance to the City's responsible official if requested. County staff will provide such assistance as is requested by the City. The City will compensate the County for the cost of such services.

5. Administrative and Ministerial Processing.

5.1 County review specified in this agreement is intended to be of an administrative and ministerial nature only. Any and all legislative or quasi-judicial decisions or decisions of a discretionary nature shall be made by the City and/or its designated decision-maker.

5.2 For purposes of this agreement, decisions to condition or deny any permit approval on SEPA grounds are discretionary determinations which will be made by the City.

6. Enforcement.

6.1 The County is authorized, on behalf of the City, to enforce conditions of approval for those applications which the County has retained review authority over pursuant to this agreement. Such enforcement authority shall not include initiation of either administrative notice and order proceedings or court actions. Initiation of such proceedings shall be the sole responsibility of the City.

7. Processing Priority. The County agrees to process preincorporation building and land use permit applications in accordance with the County's administrative procedures, at the same level of service as provided to County applications.

8. Filing Fees.

8.1 In order to cover the costs of processing preincorporation building and land use permit applications, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinances adopted by the City pursuant to Section 1 above, or as may be modified at some future date by the County and the City.

8.2 For all applications excluded from County processing or transferred to the City pursuant to the terms of Section 2.5 of this agreement, the County will retain the base permit fee and a percentage of fees equivalent to the percentage of permit processing

and administration performed by the County on the application. Any remaining application fee amounts received by the County prior to exclusion or transfer shall be promptly forwarded to the City.

9. Duration. This agreement shall become effective upon the signature of both parties and adoption by the City of necessary regulations required by Section 1, above, whichever date occurs later. This agreement continues until December 31, 1998 unless otherwise terminated or extended. This agreement may be terminated at an earlier date pursuant to a mutual agreement between the parties. Either party may terminate this agreement upon providing at least sixty (60) days written notice to the other party. The agreement may be extended as provided in Section 11.

10. Termination Procedures. Upon termination of this agreement, the County shall cease further processing, enforcement, and related review functions with respect to applications identified in Sections 2 and 3 of this agreement. The County shall thereupon transfer to the City those application files and records, posted financial guarantee instruments, and unexpended portions of filing fees for pending land use and building-related applications within the incorporation area. Transfer documents shall specify the work performed to date on the applications and shall be signed by the appropriate County official. Upon transfer, the City shall notify affected applicants that it has assumed all further processing responsibility.

11. Extension. Pursuant to a mutual agreement between the parties, this agreement may be extended for a minimum of sixty (60) days and a maximum of three

(3) years. To extend the agreement, the City shall make a written request to the County not less than sixty (60) days prior to the end of the agreement. The request shall specify the term of the extension. The parties must agree to the extension by the termination date or the agreement will lapse.

12. Application Process. The County and the City will each prepare and have available for applicants and other interested parties a document describing the handling of applications based on this agreement.

13. Legal Representation. Except as set forth in Section 14 below, and except for such routine advice as may be provided to the County in furtherance of its service as described in this agreement, the services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.

14. Indemnification.

14.1 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 reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this agreement and related to building and land use applications filed with the County prior to the effective date of incorporation. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense,

provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

14.2 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 reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this agreement and related to applications filed with the City on or following the effective date of incorporation. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.

14.3 The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County,

its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

15. Personnel. Control of personnel assigned by the County to process applications under this agreement shall remain with the County. Standards of performance, discipline and all other aspects of performance shall be governed by the County.

16. Administration. This agreement shall be administrated by the County Director of Development and Environmental Services or his/her designee, and the City Manager, or his/her designee.

17. Amendments. This agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein are excluded. Any modifications to this agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

King County

Ron Sims
King County Executive

Dated

Approved as to Form:

NORM MALENG
King County Prosecuting Attorney

By: _____
Senior Deputy Prosecuting Attorney

Dated

City of Covington

Covington City Manager

Dated

Approved as to Form:

City Attorney

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF COVINGTON
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 Covington, 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 August 5, 1996, 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", 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 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. 1997 City Law Enforcement Services. Beginning August 31, 1997, the County agrees to provide to the city the level, degree and type of precinct/city and support services in accordance with Exhibit B, 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 1997 are contained in Appendix A, "King County Police Services", August 5, 1996, 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 are listed in Exhibit A.
- 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, 1997, 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.
- 4.4. City's 1997 Estimated Contract Amount. The estimated contract amount for 1997 is \$ _____ as shown in Exhibit B. The County agrees to revise this amount in December, 1997, following the King County Council's adoption of the 1998 County budget, and provide the City by March 1, 1998 with a revised estimated contract amount, if lower than the amount shown in Exhibit B.
- 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 each 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. 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. 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 a 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 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.

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. Adopt a criminal municipal code by March 1, 1998, 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. The contract period shall continue for a period of three years, from August 31, 1997 through December 31, 2000. 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, 1999.
 - 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 COVINGTON

King County Executive

City Manager

Approved as to Form

Approved as to Form

Deputy Prosecuting Attorney
for NORM MALIGN
King County Prosecuting Attorney

City Attorney

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 ¹
- Standards of Conduct
- Arrest Warrant Policies
- Labor Contracts (4)
- Supervisory Standards

¹* 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's to reach a final determination. The city and County's will share responsibility and liability for any mutually negotiated deviation from County's 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's are agreeable to the city and that changes in the city are agreeable to the County's.

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 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.