



Public Safety and Justice Committee Meeting Agenda

June 14, 2018 6:00 PM – 7:30 PM
Riverton Room

PS&J Councilmembers:

Joel Wachtel, Chair

Mayor Mike Siefkes

Erin Sitterley

Note: A quorum of the Council may be present.

PS&J Staff Coordinator: Carl Cole, Police Chief

ITEM	TOPIC	PROCESS	WHO	TIME
1	Call to Order		Chair	
2	Fire Services Amendment Proposal	Update/Direction	M. Morris	30
3	Municipal Court Options	Update/Direction	T. Ramsaur	50
4	Public Comment	Please raise your hand if you'd like to speak so the Chair can call on you. Public comments are limited to 10 minutes total and three minutes per individual speaker. Time may be reduced for each speaker to stay within the 10-minute time limit.	Chair	10
	Adjourn		Chair	

Next Meeting Date:

July 12, 2018

Potential Meeting Topics:

Through Hauling Presentation (shared with T&PW)

Court Services options

Vehicle Trespass Ordinance

Fire Services Contract

Police Services Contract



MEMORANDUM

To: Public Safety and Justice Committee Through:
From: Anita Woodmass, Management Analyst
Date: June 8, 2017
Re: **Proposed Amendments to the 2014 Interlocal Agreement between the City of SeaTac and the PSRFA**

Contract Background

The City executed a contract for the provision of fire services starting on January 1, 2014 (to terminate 2033) with the Puget Sound Regional Fire Authority (PSRFA). The existing contract and budget is divided into five key areas of service delivery being: labor, operation costs, administration costs and capital costs. Additional monies are itemized for fire prevention (permit review, code compliance, permit inspections), fire investigation, emergency management and a nominal amount for fire explorers.

City Council Action

City Council requested a review of the contract, reexamining the services provided and looking for opportunities for improved efficiencies. The City may provide notice of termination at any time after January 1, 2019. A two year notification period is required.

PS&J Requested Action

At its April PS&J meeting, the Committee requested that City staff and the PSRFA work to bring proposed amendments for review to a future Committee meeting.

ACTION ITEM: Amend the contract to accurately reflect expectations of both parties, services, and cost/budget. The amendment and updated agreement should include a requirement for review process and frequency.

City staff and Chief Morris have been working closely to examine the existing contract and identify opportunities for improved service delivery, clarification of expectations for both parties, and potential cost savings. In reviewing the contract and budget a number of amendments are proposed.

Proposed Amendments

Several opportunities for clarification and potential action have been identified as detailed in the attached document titled "Proposed Amendments to the 2014 Interlocal Agreement between the City of SeaTac and the Puget Sound Regional Fire Authority."

Committee Action Requested

1. Forward to Council for Action either as proposed in the attached document or with suggested additional edits.
2. Direct staff/consultant to evaluate options for the provision of fire services outside of the PSRFA for Council consideration and potential action.
3. Leave the existing contract as is.

Proposed Amendments to the 2014 Interlocal Agreement between the City of SeaTac and the Puget Sound Regional Fire Authority.

06/08/2018

	Agreement Heading	Proposed Change	Discussion
Recitals	References Kent Fire Department Regional Fire Authority (RFA)	Amend to accurately reflect the Puget Sound Regional Fire Authority (PSRFA)	
1	Definitions	No change	
Term, Renewals and Termination			
2.1	Term	No change	
2.2	Renewals	No change	
New	Amendments or Adjustments	New language to allow for the contract to be reviewed and adjusted every two years (biennial) starting 2018, with the next review in 2020	It allows both parties the flexibility and opportunity to remove or add services and adjust the budget as needed or make temporary adjustments
2.3	Fire Prevention, Investigations and Emergency Management	Amend to add the language identified above	This is to provide a consistent review on par with the proposed language for a biennial review
2.4	Voluntary Termination	No change	
2.5	Termination for Material Breach	No change	
Services Performed by the RFA for the City			
3.1	Fire Suppression Services		
3.2a	Levels of Service	Amend language to reference Station 46 minimum staffing needs as two separate bullet points Station 46: a) Engine 46 b) Engine 47	Station 47 was relocated to Station 46 in 2017 and operates as Engine 47
3.2b	Response Standards	Add a reference to the "Standards of Cover" document.	The Standards of Cover document sets the required response times for the organization.

		Remove reference to Advanced Life Support response time from the list	Advanced Life Support is administered by King County Medic 1 and not PSRFA.
3.2c	Adjustments of Staffing	Add language that states the PSRFA will provide notice to the City if more than 72 hours of additional staff time is required	The contract states the RFA will provide the City with "advanced notice of any permanent increase or decrease in standards". It does not explain what constitutes a 'permanent' change. It is proposed that more than 72 hours of additional staff time be the cut off to provide the City with notification
3.3	Fire Prevention Services	Remove reference to Code Enforcement and Public Education	The PSRFA restructure includes several elements as part of its fire prevention program
3.4	Fore Investigation Services	No change	
3.5a	Emergency Management Support	Amend to clarify that the EM employee works for the PSRFA and not the City	The EM position is employed by the PSRFA and is a dedicated resource to the City. A 2017 approved agreement reflects this employment
3.5b	Emergency Coordination Center	No change	
3.5c	Recordings	No change	
Payment for Services			
4.1	Payment Procedures	No change	
4.2	Failure to Submit Invoices	No change	
4.3	RFA Charges	No change	
4.4	Cost Providing Services	No change	
Asset Transfers			
5.1	Real Property	No change	
5.2a	Routine Maintenance	No change	
5.2b	Major Repairs	No change	
5.2c	Utilities	No change	
5.2d	Maintenance Contract	Amend the annual cost of \$73,500	With the demolition of Station 47, the square footage to be maintained has been reduced
5.2e	Capital Improvements	No change	
5.2f	Disposition of Real Property	No change	

Personal Property			
5.3a	Title	No change	
5.3b	Condition of Property	No change	
5.3c	Service and Maintenance Records	No change	
5.3d	Warranty Transfers	No change	
5.4	Capital Purchases	No change	
5.5	Records	No change	
5.6	Disposition of Property	No change	
5.7	Reserve Apparatus Leasing	No change	
5.8	Impact Fees and SEPA	No change	
Employee Transfers			
6.1	City Employees	No change	
6.2	Collective Bargaining	No change	
6.3	Accrued Leave Balances	No change	
6.4	City LEOFF	No change	
6.5	Indemnification	No change	
6.6	Civil Service	No change	
6.7	Represented Personnel	No change	
Oversight and Administration			
7.1	Governance Board	No change	
7.2	Administration of Agreement	No change	
7.3	Monthly Meetings	No change	
7.4	City Leadership	No change	
7.5	Annual Report	No change	
Existing Agreements			
8.1	Mutual and Automatic Agreements	No change	
Indemnification and Hold Harmless			
9.1	Liability	No change	
Indemnification and Hold Harmless			
9.1	Liability	No change	
Insurance			
10.1	SeaTac Insurance	No change	
10.2	RFA Insurance	No change	
Independent Municipal Governments			
11.1	Independent Governments	No change	
11.2	No Agency	No change	
11.3	Debts and Obligations	No change	
11.4	Assignment of Resources	No change	

Dispute Resolution			
12.1	Resolution	No change	
12.2	Mediation	No change	
12.3	Binding Arbitration	No change	
12.4	Breach	No change	
Miscellaneous			
13.1		No change	
13.2		No change	
13.3		No change	
13.4		No change	
13.5		No change	
13.6		No change	
13.7		No change	
13.8		No change	
13.9		No change	
13.10		No change	
13.11		No change	
13.12		No change	
Exhibit A			
1	Actual Labor Costs	Amend text to reflect 2 Stations.	Station 47 has since been demolished and Engine 47 relocated to Station 46. Note. The 2018 estimates are based on the actual labor costs for 2017, with an adjustment per the Collective Bargaining Unit.
2	Operating Costs	Rename to Salaries and reflect in text. Cost for 2019 is \$1,212,439 + CPI	The operating cost is calculated using the 2018 figures. This is to reflect the wages and benefits of the positions necessary to support the operation and administration fire operations
3	Administrative Costs	Rename to Recurring Costs and reflect in text. Cost for 2019 is \$883,161 + CPI.	The operating cost is calculated using the 2018 figures. This is to reflect the wages and benefits of the positions necessary to support the

			operation and administration fire operations
4	Annual Capital Contribution	No change	
5	Public Education Costs	Delete	Public Education is removed as a separate line item and is part of the new Division called Community Risk Reduction and doesn't need to be funded or identified specifically. The PSRFA currently provides this service and does not invoice the City for this cost.
6	Fire Prevention Costs	Delete	Public Education is removed as a separate line item and is part of the new Division called Community Risk Reduction and doesn't need to be funded or identified specifically. The cost is covered as part of the Salaries line item.
7	Fire Investigation Costs	Delete	Fire Investigation is removed as a separate line item and is part of the new Division called Community Risk Reduction and doesn't need to be funded or identified specifically. The cost is covered as part of the Salaries line item.
8	Emergency Management Costs	Delete	This is covered under a separate agreement. The cost is covered as part of the Salaries line item.
Exhibit B			
1-4	Fire Prevention Services	No change at this time	Staff are currently reviewing the language pertaining to code enforcement to ensure it accurately reflects the roles and responsibilities of the program
Exhibit C			
1-7	Fire Investigation Services	No change	

Exhibit D			
1-7	Emergency Management Services	Amend to reflect the 2017 Agreement for the Emergency Management Position	
Exhibit E			
1-7	Public Education Services	No change	
Exhibit F			
	Real Property	Remove Station 47 property description	
Exhibit G			
	Employees Transferred	No change	

INTERLOCAL AGREEMENT

This Agreement is entered into between KENT FIRE DEPARTMENT REGIONAL FIRE AUTHORITY, a municipal corporation, hereafter referred to as "RFA", and the CITY OF SEATAC, a municipal corporation, hereafter referred to as "City."

RECITALS

1. This agreement is entered into by the City under the authority of RCW 35A.11.040 and the RFA under the authority of RCW 52.26.090 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The RFA and the City currently each maintain and operate their own fire departments to provide fire protection, fire suppression and emergency medical services in their respective jurisdictions.
3. The purpose of this Agreement is to consolidate services to allow for Kent Fire Department Regional Fire Authority to provide fire protection, fire suppression and emergency medical services to the City of SeaTac.

AGREEMENT

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. DEFINITIONS.

1.1. The following terms, when used in this agreement, shall be defined as follows:

- (a) "RFA" shall mean Kent Fire Department Regional Fire Authority.
- (b) "City" shall mean City of SeaTac.
- (c) "Chief" shall mean the duly appointed Fire Chief, or acting Fire Chief, of the RFA.
- (d) "Contract Reserve Fund" shall mean the fund into which the City's annual capital contributions, as established in **EXHIBIT A**, shall be held by the RFA.
- (e) "Material Breach" shall be defined as a either:
 - (i) The RFA's failure to provide Services at the Level specified in Section 3;
 - (ii) The City's failure to pay the contract payments specified in **EXHIBIT A** or
 - (iii) Any other failure of a party to perform a contractual obligation that prohibits the other party from performing its payment or service obligations)

- (f) "SeaTac Fire Vehicles and Apparatus" shall mean vehicles and apparatus that are transferred from the City to the RFA pursuant to this Agreement or that are purchased by the RFA with City funds or from the Contract Reserve Fund.

2. TERM, RENEWALS AND TERMINATION.

2.1. **Term.** Except as provided in Paragraph 2.3, this agreement shall be effective on January 1, 2014 "Commencement Date" and shall terminate on December 31, 2033 "Expiration Date" unless earlier terminated in accordance with Paragraph 2.4 and 2.5. For purposes of this Agreement January 1st shall be referred to as the "Anniversary Date."

2.2. **Renewals.** The parties agree that eighteen (18) months prior to the Expiration Date, the parties will meet to discuss the renewal of this Agreement. The parties will conduct good-faith conversations to determine if the parties can agree upon mutually acceptable renewal terms. The parties agree that any renewal of this Agreement must be reached on or before December 31, 2032.

2.3. **Fire Prevention, Fire Investigations and Emergency Management Services.** The services identified in Paragraphs 3.3, 3.4 and 3.5 shall be effective January 1, 2014 through December 31, 2016 and, subject to the termination provision below, shall automatically renew for additional one-year terms. No sooner than January 1, 2015, either Party may give notice of termination of all or a portion of the services identified in Paragraphs 3.3, 3.4 or 3.5 with a (1) one year written notice of its intent to terminate. Any termination under this provision must specifically identify the services being terminated and will be effective on December 31st of the year following the year the notice is given.

2.4. Voluntary Termination.

(a) **No Termination within First Five Years.** The parties acknowledge that in entering into this Agreement, significant financial and personnel resources were expended. Therefore, neither party may terminate this Agreement within the first five years following the Commencement Date except for a Material Breach (Paragraph 2.4).

(b) **Voluntary Termination.** No sooner than January 1, 2019 either party may give notice of termination of this Agreement for any reason or no reason by providing the other party with a two (2) year written notice of its intent to terminate. Any termination under this paragraph must occur on the Anniversary Date of this Agreement. By way of example only, in the event that one of the parties determines during calendar year 2018 that it desires to terminate this Agreement, it must provide the other party with notice of its intent to terminate on or before January 1, 2019 for termination to be effective as of January 1, 2021.

2.5. **Termination For Material Breach.** Either party may terminate this Agreement in the event of a Material Breach of this Agreement by the other party pursuant to the following process:

- (a) The non-breaching party shall provide the breaching party with written notice which sets forth the alleged Material Breach(es)
- (b) The breaching party shall have ninety (90) days following receipt of the notice from the non-breaching party (the "Cure period") to cure such alleged Material Breach(es).
- (c) In the event that the breaching party fails to cure such Material Breaches during the Cure Period, the non-breaching party may terminate this Agreement upon the expiration of the Cure Period, subject to the Wind Up provisions set forth in Paragraph 2.4.d by providing the breaching party with written notice of termination of this Agreement. The right to terminate this Agreement set forth in this paragraph shall be in addition to the other rights and remedies available to the parties under applicable law.
- (d) In the event of a Material Breach of this Agreement that has not been cured by the expiration of the Cure Period, the parties shall, unless the parties mutually agree otherwise in writing, continue to perform their respective obligations under this Agreement for a minimum of twelve (12) months after the expiration of the Cure Period (the "Wind Up Period"); provided, however, that the Wind Up Period shall be six months if the Material Breach involves the City's failure to make the Contract Payment or the RFA's failure to provide services. Provided, further, that during the Wind Up Period, the parties shall coordinate their efforts to transition services. If the RFA is providing all services as defined in Section 3, the City will be responsible for all payments required herein until the conclusion of the Wind Up Period.

3. SERVICES PERFORMED BY THE RFA FOR THE CITY

- 3.1. Fire Suppression Services.** The RFA shall furnish fire suppression services to all properties and persons presently within or annexed to the City including all City owned or leased real and personal properties. Such services shall be rendered within the City on the same basis as is rendered to other areas within the RFA or with which the RFA has contracts without regard to political boundaries but rather with regard to providing the most efficient and effective service to the entire jurisdiction served by the RFA.
- 3.2. Emergency Medical Services.** The RFA shall furnish emergency medical services to all properties and persons presently within or annexed to the City including all City owned or leased real and personal properties. Such services shall be rendered within the City on the same basis as is rendered to other areas within the RFA or with which the RFA has contracts without regard to political boundaries but rather with regard to providing the most efficient and effective service to the entire jurisdiction served by the RFA.
- (a) Level of Service for Fire Suppression and Emergency Medical Services.** The RFA shall maintain the following minimum staffing levels to support Fire

Suppression and Emergency Medical Services within the City during the term of this Agreement.

(i) Station 45 Minimum Staffing. One Engine with one captain, one engineer and one firefighter.

(ii) Station 46 Minimum Staffing. One Engine or tiller ladder truck with one captain, one engineer and one firefighter or two engineers but no firefighters on tiller ladder truck, one command vehicle and one Battalion Chief.

(iii) Station 47 Minimum Staffing. One Engine with one captain, one engineer and one firefighter.

(iv) Minimum Staffing. For purposes of this Agreement, the parties agree that the Kent RFA must maintain employment of 44 uniformed firefighters that are primarily assigned to City Stations 45, 46 and 47 to maintain minimum staffing at each worksite.

(b) Standards of Response Coverage for Fire Suppression and Emergency Medical Services. The RFA agrees to maintain a Total Response Time (turnout time + drive time) in the response to emergencies and the deployment and use of personnel, at the following levels that exist as of the date this contract was negotiated:

(i) Fire Emergencies. Eight minutes for ninety percent of all fire incidents evaluated on a rolling twelve month period.

(ii) Advanced Life Support Medical Emergencies: Eight minutes for ninety percent of all ALS incidents evaluated on a rolling twelve month period.

(iii) Basic Life Support and Effective Response Force: Ten minutes for ninety percent of all BLS incidents and incidents requiring an effective response force evaluated on a rolling twelve month period.

(c) Adjustments to Staffing Levels or Standards of Response Coverage. The RFA reserves the right to temporarily modify staffing levels and Standards of Response Coverage from time to time as circumstances may require. Subject to the minimum staffing requirements in Paragraph 3.2(a), the RFA shall provide the City with advance notice of any permanent increase or decreases in the Standards of Response Coverage affecting the City. In the event of a decrease the RFA shall explore with the City options for avoiding the decrease.

3.3. Fire Prevention Services (Code Enforcement and Public Education Services). The RFA agrees to perform Fire Prevention Services for the City as follows:

(a) See EXHIBITS B and E.

(b) **Designation of Fire Chief and Fire Marshal.** For the purposes of enforcement of federal, state, and City laws relating to the provision of fire services, and for the purposes of complying with federal and state grant programs or any other programs which relate to the provision of the services hereunder, the City hereby designates the Fire Chief of the RFA as the City's Fire Chief, and the RFA's Fire Marshal as the City's Fire Marshal and Fire Code Official. Notwithstanding the preceding designations, the Fire Chief and Fire Marshal shall remain employees of the RFA and the RFA shall retain absolute discretion over all employment decisions relating to the Fire Chief and Fire Marshal.

(c) All records relating to the provision of Fire Prevention Services in the City of SeaTac shall be considered records of the City, and shall be retained in accordance with the records retention requirements of the City. Custody and disclosure of the records shall be managed in accordance with **EXHIBIT H**.

3.4. Fire Investigation Services. The RFA agrees to perform Fire Investigation Services for the City as follows:

(a) See **EXHIBIT C**.

(b) All records relating to the provision of Fire Investigation Services in the City of SeaTac shall be considered records of the City, and shall be retained in accordance with the records retention requirements of the City. Custody and disclosure of the records shall be managed in accordance with **EXHIBIT H**.

3.5. Emergency Management Services.

(a) **Emergency Management Support and Consultation.** The City shall remain responsible for providing and staffing Emergency Management Services in the City but the RFA shall provide support and consultation in the implementation of Emergency Management Services as specified in **EXHIBIT D**.

(b) **Emergency Coordination Center Staffing.** The City will permit the RFA to assign a designate RFA staff member to the Emergency Coordination Center during periods in which the Emergency Coordination Center is activated.

(c) All records relating to the provision of Emergency Management Services in the City of SeaTac shall be considered records of the City, and shall be retained in accordance with the records retention requirements of the City. Custody and disclosure of the records shall be managed in accordance with **EXHIBIT H**.

3.6. Information Technology. The RFA will provide its own information technology services.

4. PAYMENT FOR SERVICES.

4.1. Payment Procedures. For the services provided pursuant to this Agreement, the City shall pay the RFA the amounts determined under **EXHIBIT A**. The RFA shall

provide the City with quarterly invoices for the amounts and the City shall pay all invoiced amounts within 30 days of receipt.

- 4.2. **Failure to Submit Invoice.** The failure of the RFA to submit an invoice for services to the City within the timeframes provided in this Agreement shall not result in a waiver of the City's obligation to pay for the services; provided that the failure of the RFA to invoice the City for a period in excess of thirteen (13) months from the date the services were rendered shall result in a complete waiver and shall release the City from any obligation to pay for those services, unless otherwise agreed to by the parties.
- 4.3. **RFA Charges Under RCW 52.30.020.** The RFA may exercise its powers under RCW 52.30.020 or other provisions of state or federal law related to fire protection and emergency medical services by contracting directly with state agencies, state institutions or municipal corporations owning real property or improvements within the City.
- 4.4. **Significant Change in Cost of Providing Services.** In the event of a material and significant increase or decrease in the costs of providing services under this Agreement as a result of a legislative policy or declaration that mandates a change in the level of service or cost of service, beyond the control of the parties, then, at the request of either party, the parties shall renegotiate the funding and service provisions of this Agreement. If the parties are unable to successfully renegotiate this Agreement through good faith negotiations, the Dispute Resolution Provisions of this Agreement shall apply.

5. ASSET TRANSFERS.

- 5.1. **Real Property.** The City shall lease to the RFA the real property and improvements identified in **EXHIBIT F** "Real Property" for \$1.00 per year pursuant the terms of separate written leases, which shall contain, at a minimum, terms consistent with this Paragraph and Paragraph 5.2.
- 5.2. **Maintenance and Improvement of Real Property.**
 - (a) **Routine Maintenance.** Routine maintenance includes all regular maintenance that does not meet the threshold of Major Repairs and Maintenance set forth in Paragraph 5.2.b. The RFA shall be solely responsible for the routine maintenance associated with the Real Property.
 - (b) **Major Repairs and Maintenance.** Major Repairs and Maintenance shall be defined as repairs or maintenance items with a cost in excess of \$1,000.00. The City and the RFA shall share equally in the cost of such repairs, provided the RFA's contribution shall be capped at \$10,000.00 for any individual repair or maintenance. The \$10,000 cap cost shall be adjusted January 1 of each year by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June.

(c) **Utilities.** The RFA shall be responsible for payment of all utilities serving the property.

(d) **Maintenance Contract.** Maintenance services for the Real Property shall be provided to the RFA by the City at an annual cost of \$73,500 (2014 value). The cost shall be adjusted January 1 of each year by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June. Yard maintenance service will not be provided by the City and will be the responsibility of the Kent RFA.

(e) **Capital Improvements.** The City shall remain solely responsible for all Capital Improvements to the Real Property.

(f) **Disposition of Real Property in the Event of Termination.** In the event this Agreement is terminated pursuant to Paragraph 2, the Lease Agreements for the Real Property shall be terminated effective on the date the RFA is no longer responsible for providing services to the City and the City shall assume full responsibility for the Real Property.

5.3. Personal Property. The RFA shall purchase from the City the personal property identified in a schedule separate from this Agreement for the estimated amount of \$1,146,021 "Personal Property." The actual cost of the personal property shall be determined on January 1, 2014 "Personal Property Value."

(a) **Title.** The City and the RFA shall work cooperatively to execute all necessary documents to transfer title to all transferred titled personal property.

(b) **Condition of Property.** The RFA agrees to accept the personal property in "as is" condition subject to any applicable warranties.

(c) **Service and Maintenance Records.** The City shall provide the RFA with all applicable service and maintenance records, shop manuals and other documents related to the transferred personal property.

(d) **Warranty Transfers.** The City shall transfer all transferable warranties applicable to the transferred property. In the event a warranty claim may only be made by the City, the City agrees to cooperate with the RFA and use its best efforts to enforce such warranties.

5.4. Capital Purchases. The RFA shall be responsible for purchasing future Vehicles, Apparatus and capital equipment necessary to provide services in the City. The funding for such purchases shall be the City's annual capital contributions as set forth in **EXHIBIT A** plus the proceeds of the sale of any SeaTac Fire Vehicles and Apparatus plus the full amount of the Sound Transit funding designated for the purchase of a Ladder Truck.

- 5.5. Records.** Except as specifically provided elsewhere in this Agreement, there will be no transfers of records between the parties. **EXHIBIT H** shall govern the retention and disclosure of any records of one party held by the other.
- 5.6. Disposition of Property in the Event of Termination.** In the event this Agreement is terminated pursuant to Paragraph 2 (excluding terminations under Paragraph 2.3) the following provisions shall govern the transfer of Personal Property.
- (a) Identification of Personal Property.** The RFA shall sell back to the City any Personal Property transferred to the RFA on January 1, 2014 as provided in Paragraph 5.6(b). The RFA shall transfer to the City any personal property purchased from the Contract Reserve Fund after January 1, 2014, provided that such Personal Property is still owned by the RFA on the Termination Date.
- (b) Valuation of Personal Property.** The parties agree that the Personal Property transferred back to the City shall be valued using the same principles that were used to determine the value on January 1, 2014. The principles include a straight line depreciation schedule for equipment based on the life cycle identified on the RFA's Equipment Replacement schedule. Provided, however, an accelerated depreciation schedule of 75% depreciation for the first 10 years and 25% for the final ten years was used for Fire Apparatus. For apparatus and vehicles with a depreciated value of zero, the apparatus and vehicles were assigned a salvage value of 10% of the replacement value. Consumable supplies were valued at market value.
- (c) SeaTac Capital Facilities Fund.** The RFA shall transfer to the City the entire balance of the RFA's "Contract Reserve Fund" on the effective date of termination.
- (d) City Responsibility for Salary Savings Program.** In the event any former City employees identified on **EXHIBIT G** are receiving payments pursuant to the Salary Savings Program established under the Kent RFA CBA, the City shall reimburse the Kent RFA for the full value of all remaining costs of the Program for those employees.
- (e) City Responsibility for Accrued Leave Balances.** The City shall be responsible for the accrued leave balances, which accrue after January 1, 2014, of any of the 44 RFA employees employed to meet the City's minimum staffing requirement that are laid off by the RFA as a direct result of the termination of this Agreement. This obligation shall apply regardless of whether the employees are rehired by the City under Paragraph 6.7. Provided, however, the RFA shall reimburse the City for the full value of any Employee Leave Balances for former City employees that have not been paid out to the employee prior to the contract termination date and provided that any additional payment from the city would occur following exhaustion of the Employee Leave Balance amount that is referred to in Section 6.3.

- 5.7. Reserve Apparatus Leasing.** In lieu of retaining a second reserve engine as part of the SeaTac Fire Vehicles and Apparatus, the City agrees that it may be required to lease a reserve engine from the RFA in accordance with the following terms. In the event two or more SeaTac Fire Vehicles and Apparatus engines are out of service simultaneously with one engine out of service due to an emergency breakdown or unscheduled repair for more than fourteen calendar days, the City will lease a suitable reserve apparatus from the RFA at the Washington State Fire Chief Rate Schedule until such time as only one engine is out of service.
- 5.8. Impact Fees and SEPA Mitigation.** The City, under certain circumstances, has the ability to impose impact fees and/or require actions of mitigation which may have an impact upon fire protection for development or other activities within the City. Prior to the issuance of a SEPA threshold determination for an annexation, development or other activity within the city which: (i) may materially increase the cost of providing the administrative and operational services specified herein; and for which the City may charge an impact fee and/or require mitigation, the City and the RFA shall meet and discuss the impact on the services provided under this Agreement and the appropriate mitigation or impact fee. Should the City impose such fees, the fees shall be placed into a special reserve account maintained by the City until: (a) they are expended on mitigation; (b) a replacement or subsequent agreement for the provision of services is entered into by and between the RFA and the City, or (c) until termination of this Agreement. In the event this Agreement is terminated and a subsequent agreement for the provision of services is not entered into within one hundred and eight (180) days of the termination, such funds remaining in the special reserve account shall be transferred to the appropriate City account. The RFA and the City agree that final authority to impose impact fees for fire shall remain with the City.

6. EMPLOYEE TRANSFERS.

- 6.1. City Employees to become RFA Employees.** The RFA shall become the employer of those employees of the City identified in **EXHIBIT G**.
- 6.2. Collective Bargaining.** Each party has undertaken to collectively bargain the impact of this Agreement upon the respective labor unions which represent each party's employees. The Kent Fire Fighters Local 1747, I.A.F.F. "RFA Union" and the SeaTac Fire Fighters Local 2919, I.A.F.F. "SeaTac Union" have approved an Memorandum of Understanding under which the SeaTac fire fighters will be integrated into the RFA Union. The approval of this Interlocal Agreement by the City and the RFA will constitute each parties approval of the terms and conditions of the MOU.
- 6.3. Accrued Employee Leave Balances.** The City shall pay to the RFA the full amount of SeaTac Employee Leave Balances excluding the value of accrued compensatory time, existing on December 31, 2013 "Employee Leave Balances." The amount shall be paid as follows: The value of the Employee Leave Balances shall be reduced by the Personal Property Value established under Paragraph 5.3. The resulting amount

shall be paid in two equal payments one due on February 1, 2014 the second due on February 1, 2015.

- 6.4. City LEOFF I Responsibility.** The City will retain the liability for retired LEOFF 1 City Fire Department FTE's to include medical and long term care insurance payments and any other expenses incurred by the City Fire Department LEOFF 1 personnel in accordance with the City LEOFF 1 Policies and Procedures.
- 6.5. Indemnification Regarding City Personnel Claims.** The City shall indemnify, defend and hold the RFA harmless from any and all demands, claims or actions by former City Personnel, which arise out of, or relate to, the City Personnel's employment prior to January 1, 2014.
- 6.6. Civil Service.** The City Employees transferred to the RFA shall be subject to the RFA's Civil Service Commission under Chapter 41.08 RCW.
- 6.7. Effect on Represented Personnel in the Event of Termination.** In the event this Agreement is terminated pursuant to Paragraph 2 (excluding terminations under Paragraph 2.3), and the City reestablishes its fire Department, the City shall rehire up to 44 personnel laid off by the RFA as a result of the termination consistent with the following provisions:

 - (a) If the termination date is prior to January 1, 2029, if the City has sufficient resources and if the RFA determines that it must lay off employees, the RFA shall first layoff, and the City shall rehire, all RFA personnel that were employed by the City of SeaTac on December 31, 2013.
 - (b) If the RFA determines that additional personnel will need to be laid off, the RFA shall give all remaining personnel an option of pursuing employment with the City in order of seniority.
 - (c) In the event the RFA determines that additional employees must be laid off by the RFA, the RFA shall lay off the RFA employee's with the lowest seniority and the City shall offer employment to all laid off RFA employees before hiring other employees.
 - (d) If the termination date is on or after January 1, 2029, and if the RFA determines that represented personnel will need to be laid off, the RFA shall give all personnel an option of transferring employment to the City in order of seniority. In the event the RFA determines that additional employees are laid off by the RFA, the RFA shall lay off the RFA employee's with the lowest seniority and the City shall offer employment to all laid off RFA employees before hiring other employees.
 - (e) If the City does not reestablish its Fire Department, the RFA and the City shall work cooperatively and make reasonable efforts to place any laid off employees with the entity that becomes responsible for fire protection and emergency medical services in the City.

7. OVERSIGHT AND ADMINISTRATION.

- 7.1. **Governance Board.** The City shall appoint one member of the City Council to serve in an advisory non-voting position on the RFA Governance Board.
- 7.2. **Administration of Agreement.** To carry out the purposes of this Agreement, a two-person committee is hereby created to administer this Agreement (“Committee”). The Committee shall consist of the City Manager of the City of SeaTac and the RFA Fire Chief, or their designees. The Committee shall meet no less than one (1) time per year to discuss the performance of the obligations of the City and the RFA pursuant to this Agreement; provided that either member of the Committee may call additional meetings as deemed appropriate. The Committee may, at its discretion and by mutual agreement of the parties, amend the Exhibits to this Agreement and may, at the Committee’s option, develop bylaws, policies, and procedures to aid in the implementation of this Agreement. Unless otherwise specified in this Agreement, all decisions of the Committee must be unanimous. In the event of a dispute of the Committee, such dispute shall be handled in accordance with Paragraph 12.
- 7.3. **Monthly Meetings.** The RFA Fire Chief will meet with the City Manager on a monthly basis, or as agreed by the City Manager and the RFA Fire Chief.
- 7.4. **City Leadership Team Meetings.** The RFA will provide a City Liaison (appointed by the RFA) to attend the weekly City Leadership Team Meetings. The City Manager and the Fire Chief may mutually alter the weekly schedule as necessary to meet the needs of both parties.
- 7.5. **Annual Report.** The RFA Fire Chief or designee shall provide an annual report to the City Council regarding the services provided under this Agreement on or before July 1 of each year beginning 2015.

8. EXISTING AGREEMENTS.

- 8.1. **Mutual and Automatic Aid Agreements.** The RFA shall assume the City’s contractual responsibility and obligations for the provision of mutual and automatic aid under Agreements between the City and other fire agencies. At such time as these agreements are renegotiated and re-executed, the RFA will represent the City’s interests and shall be signatory to the agreements.

9. INDEMNIFICATION AND HOLD HARMLESS.

- 9.1. Each party shall, at all times, be solely responsible and liable for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and shall indemnify and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of such party relating to the performance of this Agreement.

10. INSURANCE.

- 10.1. SeaTac Insurance.** SeaTac shall provide insurance coverage for all facilities owned by SeaTac. The insurance coverage shall include all risk property insurance, insuring the fire stations at the replacement cost.
- 10.2. Kent RFA Insurance.** The RFA shall provide insurance coverage for all equipment and personnel of the RFA. The insurance coverage shall include all risk property insurance, insuring the fire station contents at replacement cost and general liability insurance, including errors and omissions coverage. The RFA shall furnish to SeaTac appropriate documentation showing that such coverage is in effect. The City of SeaTac recognizes that the RFA is a member of a governmental insurance Pool and the RFA shall provide proof of such to the City upon execution of this Agreement and on an annual basis. Policy deductibles shall be the responsibility of the RFA.

11. INDEPENDENT MUNICIPAL GOVERNMENTS.

- 11.1. Independent Governments.** The parties recognize and agree that the RFA and the City are independent governments. Except for the specific terms of this Agreement, nothing herein shall be construed to limit the discretion of the governing bodies of each party. This Agreement shall not be construed as creating an association, joint venture or partnership between the parties, nor to impose any partnership obligations or liabilities on either party.
- 11.2. No Agency.** Except as specifically provided in this Agreement, neither party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative or, or to otherwise bind the other party.
- 11.3. Debts and Obligations.** Neither the City nor the RFA, except as expressly stated in this Agreement, or as required by law, shall be liable for any debts or obligations of the other party.
- 11.4. Assignment of Resources.** The RFA shall have the sole discretion and the obligation to allocate and assign the resources available to it without regard to internal political boundaries and to determine the exact method by which the Services described this Agreement are provided within the RFA and within the City.

12. DISPUTE RESOLUTION.

- 12.1.** Prior to any other action, the City Manager and the RFA Fire Chief shall meet and attempt to negotiate a resolution to such dispute.
- 12.2.** If the parties are unable to resolve the dispute through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

- 12.3.** If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the matter to binding arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.
- 12.4.** Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

13. MISCELLANEOUS

- 13.1. Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.
- 13.2. Service Limitation.** The Services provided under this Agreement represent an extension and expansion services the RFA owes to the public in general. Neither party intends to create a special relationship or duty to the other party or to the public served by either party.
- 13.3. Non-Waiver of Breach.** The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.
- 13.4. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 13.5. Assignment.** Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- 13.6. Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each party.

- 13.7. Compliance with Laws.** Each party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 13.8. Entire Agreement.** The written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the Exhibits are hereby made part of this Agreement.
- 13.9. Severability.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
- 13.10. Interpretation.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
- 13.11. Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 13.12. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

The parties below execute this Agreement, which shall become effective on January 1, 2014.

RFA:

Kent Fire Department
Regional Fire Authority:

CITY:

City of SeaTac:

By: _____

By: _____

Print Name: _____

Print Name: _____

Its _____

Its _____

DATE: _____

DATE: _____

NOTICES TO BE SENT TO:

Attn: Fire Chief
24611 116th Ave. S.E.
Kent, WA 98030

(253) 856-4300 (telephone)
(253) 856-6300 (facsimile)

NOTICES TO BE SENT TO:

Attn:

(206) 973-4800 (telephone)
(206) 973-4819 (facsimile)

APPROVED AS TO FORM:

Brian Snure,
Attorney for RFA

APPROVED AS TO FORM:

Mary Mirante-Bartolo
City Attorney

EXHIBIT A

PAYMENT FOR SERVICES

- 1. Actual Labor Costs.** The City shall pay to the RFA the actual Labor costs required to fund minimum staffing at the City's three fire stations. For purposes of the this Agreement, the total number of fire fighters required to meet the minimum staffing level is 44. Actual Labor cost shall include the fully burdened rate based on actual wages (including overtime) and benefits. The Labor Cost shall be established based on budgeted labor costs for the subsequent calendar year by August 1st and such budgeted amount shall then be reconciled to the actual costs by no later than February 15 of the year following the contract year. *Example: By August 1st 2013 the Kent RFA will establish a budgeted labor cost for calendar year 2014. The City will pay this amount for services rendered in 2014. The Kent RFA will then reconcile the budgeted amount to the actual cost and provide the City with a reconciliation for 2014 services no later than February 15, 2015.*
- 2. Operation Costs.** The City shall pay to the RFA, in 2014, \$914,193.00 for operation costs including costs of equipment maintenance, training, logistics, supplies, etc. On January 1 of each year subsequent to 2014, the cost shall be adjusted by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June.
- 3. Administrative Costs.** The City shall pay to the RFA in 2014 \$914,193.00 for administrative costs including cost of management staff. On January 1 of each year subsequent to 2014, the cost shall be adjusted by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June.
- 4. Annual Capital Contribution.** In order to cover the cost of future capital investments necessary to provide services in the City, the Kent RFA will require specific capital contributions. In 2014, the City shall pay \$460,000 to the Kent RFA to be placed in a restricted "Contract Reserve Fund" to be used by the Kent RFA to cover capital purchases benefitting the citizens of the City. On January 1 of each year subsequent to 2014, the capital contribution shall be adjusted by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June.
- 5. Public Education Costs.** The City shall pay the Kent RFA the set amount of \$57,500 to provide public information officer and public education services identified in **EXHIBIT E**, and, if requested in writing by the City on or before October 1st of the prior year, \$10,000 to publish a semi-annual newsletter to City residents. On January 1 of each year subsequent to 2014, the costs shall be adjusted by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June.
- 6. Fire Prevention Costs.** The City will pay the set amount of \$50,000 for Fire Marshal Services to support fire prevention services in the City of SeaTac. The services provided are identified in **EXHIBIT B**. On January 1 of each year subsequent to 2014, the cost shall be adjusted by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June.

7. **Fire Investigation Costs.** The City will pay the set amount of \$30,500 per year to support fire investigation services in the City of SeaTac. The services to be provided are identified in **EXHIBIT C**. On January 1 of each year subsequent to 2014, the cost shall be adjusted by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June.

8. **Emergency Management Costs.** The City will pay the set amount of \$74,059.20 per year (0.75 FTE) for qualified Kent RFA staff persons to provide the services identified in **EXHIBIT D**. On January 1 of each year subsequent to 2014, the cost shall be adjusted by 100% of the Seattle/Tacoma/Bremerton CPI-W percentage increase for the period of June to June.

EXHIBIT B

FIRE PREVENTION SERVICES

- 1. Fire Prevention Administration Services Provided to City.** The RFA shall provide the following Fire Prevention Administration Services to the City:
 - a. Direct the management and supervision of Fire Prevention Division personnel;
 - b. Administer Fire and Life Safety Division programs and activities to include inspections, plan review, code enforcement, fire investigations, public education, assessment and collection of fees, document management, and payroll.
 - c. Creation and adoption of policies, procedures, rules, and regulations to clarify the application of the codes.
 - d. Creation and development of forms, letters, and other documents to assist in the application of codes.
 - e. Provide interpretations of fire codes.
 - f. Approve materials, equipment, and devices used in construction, and the methods of construction to the extent that approval is authorized by the codes.
 - g. Provide for public access to the Fire and Life Safety Division.
 - h. Perform Accounting and payroll functions to include invoicing and/or billing of assessed fire code related fees, coordinating the collection of fees with the City's Finance Department, time-keeping and completion of payroll documents.
 - i. Document management within the Fire and Life Safety Division; to include creating and maintaining division files, routing of development applications and plans in the division, preparing and imaging retained documentation, and fulfilling public record requests.
 - j. Permit process activities within the Fire and Life Safety Division; to include the logging and routing of plans, data entry of new applications, assembling and routing of completed application packages.
 - k. Issue, Print and mail or deliver fire code permits.
 - l. Process code complaints or inquiries from the public to include data entry, file creation, and routing of information.
 - m. Schedule and conduct fire code enforcement and permit inspections for developers or contractors and coordinate with the City's Building Division on these inspections as needed.

- n. Ensure performance of all duties necessary in order to enforce the fire codes.
- o. Evaluate the codes for local adoption and develop local codes or amendments for consideration by the City.
- p. Review and sign voluntary correction agreements.
- q. Perform all other tasks related to the provision of Fire Prevention Administration Services.

2. Fire Prevention Code Enforcement Services Provided to City. The RFA shall provide the following Fire Prevention Code Enforcement Services to the City:

- a. Initial fire and life safety inspections of new or relocated businesses. Coordinate with the City's Building Division on these inspections as needed.
- b. Inspect businesses that are required to have fire code permit(s).
- c. Investigate and resolve public fire code violation complaints or inquiries. Coordinate with the City's Building Division and Code Enforcement on code violations or complaints.
- d. In conjunction with City Code Enforcement personnel, perform code enforcement duties related to the fire codes as required by SeaTac Municipal Code Chapter 13 .150.
- e. Manage special inspections required by outside agencies such as Department of Corrections, Department of Early Learning, Department of Social and Health Services, and private insurance companies.
- f. Approval and review of fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
- g. Attend and provide testimony and exhibits at Code Enforcement Hearings before the City's Hearings Examiner, and upon appeal, if any, to court.
- h. Perform all other tasks related to providing Fire Prevention Code Enforcement Services. Provide fire prevention code enforcement services when City staff is unavailable or unable to provide these services.

3. Fire Prevention Development Services Provided to City. The RFA shall provide the following Fire Prevention Development Services to the City:

- a. Management of the Knox/Supra rapid entry program.
- b. Provide development review program services to include answering project inquiries, attending meetings, reviewing plans for code compliance, and approving plans. Complete development review processes in accordance with the

City's time frames (minimum of two weeks) and through close coordination the Director of Community and Economic Development (CED) and other City departments

- c. Provide development inspection program services to include pre-construction meetings, inspections, troubleshooting fire protection systems, final acceptance tests, field review of basic permits, and coordination with the Building Division for the issuance of Certificates of Occupancy.
- d. Provide business and economic development support activities to include research of properties, systems and code requirements for potential projects and existing buildings.
- e. Approve of hydrant placement on public and private projects.
- f. Perform Hydrant flows to verify available water supply, if allowed by the local water purveyor.
- g. Provide and oversee false alarm reduction program activities to include next day follow-up of false alarms and coordination with property owner/agent on repairs or troubleshooting, and the identification of next steps for problematic systems.
- h. Provide and oversee fire protection system confidence test program activities to include evaluation of confidence tests provided by third-parties, issuing correction notices and or notices of violation, drafting voluntary correction agreements and field inspections.
- i. Provide and oversee activities to include customer service, answering phone calls, and meeting with customers and members of the public.
- j. Perform all other tasks related to providing Fire Prevention Development Services. Provide fire prevention development services when City staff are unavailable or unable to provide these services.
- k. Provide fire and life safety inspection activities to include business license inspections for new and relocated businesses, annual permitted occupancy inspections with corresponding reports to CED identifying structures with compliance issues, deficiencies, changes in use or alterations. Work directly with CED in pursuing further actions to address the identified issues. City shall remain responsible for code enforcement actions.

4. Fire Prevention Services Staff Dedicated to City. The RFA will staff the followings positions for the provision of Fire Prevention Services to the City, including:

- a. A Fire Division Chief/Fire Marshal on a .25 FTE basis.
- b. .78 FTE to provide operational permit inspection services and development services.

- c. It is recognized that the City is paying for Fire Prevention Services at the above-stated staffing levels, and the RFA acknowledges that it will provide the level of service identified in this Exhibit.
5. **Timeline of Work Provided.** All work performed by the Fire Prevention Division shall be performed pursuant to and within the timelines required of the codes, policies, and procedures of the City, and any state or federal laws applicable to the performance of that work.
6. **Fire Marshal/Fire Code Official Reports to City Manager.** The City's Fire Marshal/Fire Code Official shall provide reports to the City Manager as requested. While the Fire Chief shall have the authority to direct the work of the employees providing Fire Prevention Services, the City Manager, shall have authority to set the desired outcomes of the Fire Prevention staff.
7. **Collection and Transmission of Fees and Charges.** All money, fees, and charges of any kind collected or charged by the Fire Prevention Services Division for services within the City or as a result of the provision of Fire Prevention Services within the City shall be the sole property of the City and payable to the City. The RFA shall establish a standard procedure for the charging and collection of fees and charges as directed by the City's Finance Department, and shall immediately transmit all such money collected to the City.

EXHIBIT C
FIRE INVESTIGATION SERVICES

1. **Services Provided to City.** The RFA shall provide the following Fire Investigation Services to the City:
 - a. Investigate the cause and origin of fires, interview suspects and witnesses, examine fire scenes, document findings and prepare reports, collect and protect evidence, arrest and transport suspects, cooperate with prosecutors, file cases in court, be available for interviews and courtroom testimony, and other associated duties.
 - b. Investigate all fires that are arson, suspicious, injurious, and fires with a loss of \$10,000 or more.
 - c. Coordinate arson investigation activities with the SeaTac Police Department as necessary.
 - d. Identify juvenile fire setters and coordinate intervention and counseling.
 - e. Staff the 24/7 Fire Investigation Unit by responding to all working fires when requested.
 - f. Participate in the Alcohol Tobacco and Firearms (ATF) Puget Sound Arson Explosives Taskforce by Memorandum of Understanding.
 - g. Participate in regional and state fire investigative organizations and activities.
 - h. Perform all other tasks related to providing Fire Investigation Services.
2. **Commissioned Investigators.** Investigators who perform the fire investigation services shall retain no less than a limited commission as a law enforcement officer in the City as determined by the Police Chief.
3. **Uniformed Police Officer When Arrest Made.** Every effort shall be made to have a uniformed commissioned police officer present when making an arrest in the City.
4. **Fire Deaths or severe injury.** In the case of all fire deaths or severe injuries that could result in death the Chief of Police and the King County Sheriff's Office (KCSO) Major Crimes Unit (MCU) will be notified. The SeaTac Police retains primary responsibility for all death investigations. The KCSO MCU supervisor will determine the need to have MCU detectives respond. The RFA fire investigators will continue to have responsibility for the cause and origin investigation in support of the MCU. Case documentation, evidence retention and radio communications processes and protocols will be agreed upon by the parties and SOPs established outside of this document.

5. **Bombings / Explosive Device Incidents:** The SeaTac Police Department and the KCSO Bomb Disposal Unit (BDU) will be notified of all bombings or other explosive device matters. KCSO BDU has primary investigative responsibility for these events and will coordinate with the RFA investigators for the best and most efficient scene investigation and follow-up.
6. **Inform Police Chief.** The Fire Investigation Services Division shall make every attempt to keep the City's Police Chief or his or her designee informed as to the status of all fires in the City that occur as a result of suspected or confirmed criminal conduct by providing status report of investigations as the investigations evolve. Immediate notification to the Chief of Police or designee will occur in cases involving deaths or serious injuries potentially resulting in death.
7. **Fire Investigation Services Dedicated to City.** Fire Investigation Services staff will be directly supervised by the RFA's Fire Marshal/Fire Code Official who also supervises the Fire and Life Safety Division.
 - a. Fire Marshal/Fire Code Official Reports to City's Police Chief. The City's Fire Marshal/Fire Code Official shall provide reports to the City's Police Chief on request. While the Fire Chief shall have the authority to direct the work of the Fire Investigation employees, the Police Chief shall have authority to set the desired outcomes of the Fire Investigation staff, and may establish policies and procedures for the conduct of the work of the Fire Investigations staff related to police action/enforcement.
 - b. Collection and Transmission of Fees and Charges. All money, fees, and charges of any kind collected or charged by the Fire Investigation Services Division for services within the City or as a result of the provision of Fire Investigation Services within the City shall be the sole property of the City and payable to the City. The RFA shall establish a standard procedure for charging and collecting fees and charges as directed by the City's Finance Department, and shall immediately transmit all such money collected to the City.

EXHIBIT D
EMERGENCY MANAGEMENT SERVICES

1. Emergency Management Services Staff Dedicated to City. The RFA will provide one .75 FTE staff member to assist the City with the following Emergency Management Services:

a. Compliance issues:

- i. Work with City Administration and departments to maintain a current Comprehensive Emergency Management Plan (CEMP) and to ensure that the most current SeaTac CEMP is on file with Washington Emergency Management Division (WA EMD)
- ii. Work with City Administration and departments to develop and maintain current Continuity of Operations Plans (COOP) endorsed and promulgated by the City Council
- iii. Manage and continue application on a fiscal calendar for Emergency Management Performance Grant (EMPG) funds through WA EMD
- iv. Monitor, manage and ensure that all City of SeaTac permanent employees are compliant with the current National Incident Management System (NIMS) Incident Command System (ICS) requirements

b. Daily activities:

- i. Coordinate with Kent OEM on the identification of City of SeaTac facilities required by EPA rule for Tier II reporting
- ii. Monitor and maintain equipment and physical requirements for the SeaTac Emergency Coordination Center (ECC)
- iii. Develop, monitor and deliver ECC staff training to ensure staffing needs are met in periods of disaster or event activations
- iv. Serve as the ECC Manager when SeaTac ECC is activated
- v. Provide for guidance and management of all Public and Individual assistance needs and act as Applicant Agent for disaster or event reimbursements
- vi. AS AVAILABLE -- Coordinate with Kent Public Education and Kent OEM for the delivery of any community, school or business Emergency Management training, information or direction

c. Work Station:

- i. Work station needs, *i.e.*, desk, computer, phone, copy capability, office supplies (*pens, paper, notebooks, etc.*); will be supplied by the City of SeaTac

EXHIBIT E
PUBLIC EDUCATION SERVICES

1. **Public Education Services Provided to City.** The RFA shall provide Public Education services to the City in the manner and at the level identified by the City in writing. Such services may include, but are not limited to, any of the following services:
 - i. Support and participation in City events, such as Festivals, Back to School Fair, Open house events, and National Night Out.
 - ii. Fire Safety classes in each of the City's elementary, middle and high schools, when permitted by the schools, consistent with the other fire departments in the Highline School District.
 - iii. Support and participation in providing tours of the fire stations.
 - iv. Providing of CPR and First Aid classes.
 - v. Support and participation in the bicycle and life jacket program.
 - vi. Support and participation in smoke detector program.
 - vii. Public Information Officer at emergency scenes as needed.
 - viii. Provide live fire demonstrations for special events.
 - ix. In coordination with the Fire Investigation unit, provide intervention and counseling of juvenile fire setters.

EXHIBIT F
REAL PROPERTY

Station 45

THE WEST 132 FEET OF TRACT 1 OF HOMESTEAD PARK 5 ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLAT, PAGE 85, RECORDS OF KING COUNTY, EXCEPT THE SOUTH 100 FEET THEREOF, AND LESS COUNTY ROAD;

TOGETHER WITH LOT 1, LINDA LAKE NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS , PAGE 27, RECORDS OF KING COUNTY, WASHINGTON.

Tax Parcel No. 344500-0019

Station 46

LOTS 1 THRU 4 TOGETHER WITH LOTS 17 & 18, BLOCK 3 LOWE'S TERRACE ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 38 OF PLATS, PAGE 25, IN KING COUNTY WASHINGTON.

Tax Parcel No. 443500-0195

Station 47

THE NORTH 200 FEET OF LOT 2, BLOCK 1, THIRD ADDITION TO ADAMS HOME TRACTS, ACCORDING TO PLAT RECORDED IN VOLUME 15 OF PLATS, PAGE 17, IN KING COUNTY, WASHINGTON

Tax Parcel No. 004300-0009

**EXHIBIT G
EMPLOYEES TRANSFERRED**

Name	Hire Date		Name	Hire Date
1. Mark J. Hill	01/12/81		Brian Wiwel*	
2. John T. Madson	01/12/81		Mary Ann Cromwell*	
3. Loren T. Williamson	01/12/81		Tina Williamson*	
4. Thomas G.M. Betenson	03/16/81		Kevin Varao*	
5. Ronald A. Wieland*	07/12/82			
6. Gregory T. Bolender	07/25/82			
7. Jeffrey Richardson	01/12/86			
8. Lawton R. Montgomery	05/08/88			
9. Todd L. Plumb	05/08/88			
10. Patrick Dahl	10/02/89			
11. Travis J. Butcher	10/02/89			
12. John D. Gallup, IV	03/01/90			
13. Michael V. Anthony	12/19/90			
14. Donald W. Nelson	02/11/91			
15. Daniel T. Flood	02/11/91			
16. Richard L. Fetherston	02/11/91			
17. Michael P. Nichols	02/11/91			
18. Fred Johnson	02/11/91			
19. David W. Little	02/11/91			
20. Keven E. Rojecki	02/11/91			
21. Timothy A. Martinsen*	02/11/91			
22. Matthew J. Tarabochia	02/16/92			
23. John A. Wilkins, Jr.	02/16/92			
24. Shane D. Skladany	02/16/92			
25. Cordell T. Council	02/16/92			
26. Richard R. Knight	03/01/92			
27. Brian R. Carson	10/01/92			
28. Michael D. Hawkins	10/01/92			
29. Joseph M. Catlin	10/01/92			
30. Charles Walle	02/24/94			
31. Matthew B. Bailie	02/01/96			
32. Shawn Dailey	06/17/96			
33. Paul R. Figel	07/28/97			
34. Bryan M. Rozewski	01/11/00			
35. Janet L. Williams	07/16/01			
36. Derek L. Frazier	11/01/02			
37. Elias Hudson	02/10/04			
38. Earl Bush	02/10/04			
39. Jeremy Krakosky	02/10/04			
40. Adam Renn	02/01/05			
41. Brian Longley	02/01/05			
42. Jason Breidenbach	02/01/05			
43. Christian Clausnitzer	05/03/05			
44. Brandon Phillips	05/01/06			
45. Jeromy Waddell	08/04/09			
46. Vacant		*Not part of the 44 minimum staffing positions.		

EXHIBIT H

RECORDS MANAGEMENT

1.1. Record Ownership.

- (a) RFA records "RFA Records" shall include:
 - (i) all records prepared, owned, used, or retained by the RFA related to the performance of its statutory and contractual duties.
 - (ii) all City Records actually received by the RFA pursuant to the this Interlocal.
- (b) City records "City Records" shall include:
 - (i) All records prepared, owned, used or retained by the City in relation to fire prevention, fire investigations and emergency management services provided by the RFA to the City.
- (c) The parties recognize that physical custody of RFA Records or City Records is not determinative of whether the records are RFA Records or City Records and the parties shall work cooperatively in responding to requests for records pursuant to subpoena or pursuant to the Washington State Public Records Act.

1.2. Records Custodian. Except as provided below, the RFA will be the primary record custodian of all RFA Records. The City will be the primary custodian of all City Records.

1.3. Requests for Records. The parties recognize that some City Records will be in the custody of the RFA and some RFA Records will be in the custody of the City. The parties agree to the following process to provide a method of responding to records requests received through subpoenas and the Public Records Act, or records otherwise requested by the City or the RFA. The method set forth in this exhibit shall serve only as a guideline, and may be altered from time to time as necessary.

- (a) In the event the one party receives a public record request, subpoena or other request for that party's Records in the custody of the other party, the following process shall be followed:
- (b) The party receiving the request "Receiving Party" will advise the other party in writing that the request has been received. The other party will have five business days to respond to the Receiving Party with the records or a reasonable estimate of the time necessary to provide the Receiving Party with the records.
- (c) The other party will provide copies, at its sole cost and expense, in the form requested by the Receiving Party either directly to the Receiving Party or directly to the requestor as directed by the Receiving Party. In the event the Receiving Party

receives payment for the copies the Receiving Party shall forward such payment to the other party.

- (d) The Receiving Party will remain responsible for communicating with the record requester in compliance with all legal obligations. The Parties shall jointly work to determine which records are to be disclosed to the requesting party, and if the request was submitted under the Public Records Act, which records are exempt from disclosure.
- (e) It shall be the responsibility of the Receiving Party, and at the expense of the Receiving Party, to defend any claim or lawsuit for a violation of the Public Records Act or laws relating to a subpoena, and pay any damages, fees, costs or settlements relating to such claim or lawsuit; provided, that in the event the claim or lawsuit relates in any manner to Receiving Party records in the sole custody of the OTHER PARTY that were not provided to the Receiving Party by the OTHER PARTY, then the OTHER PARTY shall defend such claim or lawsuit and pay any damages, fees, costs or settlements relating to such claim or lawsuit. The parties agree to cooperate fully in the defense of any such claim or lawsuit. If both the Receiving Party and the OTHER PARTY fail to produce all records, they will cooperate in defense and each party will pay all its legal costs and attorneys' fees.

Municipal Court Options

Entity	Meeting date	Draft Agreement	Costs	Distance	Remarks
Des Moines				3.6 miles	Des Moines was called on 4/5/18, 4/18/18, & 4/30/18 and e-mailed on 4/3/18 & 4/30/18. Des Moines sent a letter to CM on March 2, 2018 confirming interest. Des Moines responded on 4/30/18 letting SeaTac know of Court involvement. Michael Matthias, City Manager, Des Moines responded on May 17, 2018 that after additional review of the demands this would place on their Courts they will not be moving forward with SeaTac's proposal.
King County	4/23/2018	yes	yes	5.6 miles	King County is providing Court Services to 13 other King County Cities and therefore has costs and agreements already established. SeaTac was provided preliminary information concerning costs, agreements, and services. King County finalized their costs based upon potential increased 2019 caseload and presented information on May 25, 2018
Tukwila	3/29/2018			3.0 miles	SeaTac & Tukwila staff met to discuss needs. Called Tukwila Courts on 4/16/18 and City Administrator 4/30/18. Waiting for Tukwila response. Received Phone call from David Cline, City Administrator on May 14, 2018 saying they are not able at this time to respond to the request after conversations with the Court, Judge, and Mayor.
SeaTac	N/A	N/A	yes		Court Staff reductions occurred in 2017. Current staffing: Court Administrator, Lead Judicial Support Specialist, 2 Judicial Support Specialist, PT Probation Officer, PT Judge. Removal of Red Light cameras reduced caseload in 2018. Potential increased caseload with new Police officers for 2019 was reviewed and Court staff can accommodate the increase cases with current 2018 staff levels.
Police	N/A	N/A	yes	5.6 miles	Police is hiring 6 additional officers in 2018. One patrol officer added in 2017. Projected increase in tickets issued in 2019 is 3000+ based upon officer type. Court costs are based upon standard overtime rate (4hrs).
Legal	N/A	N/A	yes	5.6 miles	New police officers add more cases to prosecution workload. Costs include car, laptop, space, etc. at KCDC in Burien.
Judge	N/A	N/A	yes		Contract Costs for 2019-2021

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Service	King County District Court	SeaTac Municipal Court
Domestic Violence and anti-harassment protection orders	Provided	Provided
Civil Anti-harassment protection orders heard daily and may include King County Dispute Resolution Mediators for neighbor disputes.	Provided	These are services already provided for all King County Municipal Courts
Civil filings up to \$100,000, small claims and name changes.	Provided	
Petitions to Change Names heard weekly.	Provided	
Small Claims-Disputes less than \$5,000.	Provided	
<p>Traffic Infraction - Mitigation hearings. The prosecutor is not required to appear. Courthouse in person hearing with defendants. Alternatively defendant may appear by written mailed statement. Since March 2015 defendants may also appear by electronic statement via the King County E-mitigation internet program. Once the electronic mitigation statement is submitted, it is automatically filed into the defendant's electronic file and calendared before a judicial officer for a ruling. The judicial officer is able to view the defendant's mitigation statement, the officer's traffic citation, the defendant's driving record and court record of the defendants criminal history all on one computer screen. The Judicial Officer prepares an electronic Order on the case which is automatically mailed to the defendant and filed into the electronic court file. A copy is also emailed to the defendant if an email address was provided at the time of submittal. The email contains a link to the online payment portal so the defendant may make an online payment. The only work required by the court staff is to enter the financial information into the court case management system currently provided by the State Court Administrators (AOC). Costs for deferred findings currently \$150 assessed to traffic infraction defendant.</p>	Provided	Provided
<p>Traffic Infractions - Contested hearings - Courthouse in person hearings are required by court rule. The Prosecutor is not required to appear. Court staff issue and mail all subpoenas for witnesses requested by either party. For contested hearings involving an accident with civilian witnesses, a prehearing conference is scheduled prior to the contested hearing to avoid the need for civilian witnesses appearing in court unnecessarily due to motions to dismiss or settlement by the parties. Payment for a civilian witness appearance is process and paid by the court staff for the city.</p>	Provided	Provided

<p>Search and Arrest Warrants. During Court business hours Judges are available at all courthouse locations, by electronic submission or telephone to review Law Enforcement Officer's request for a search or arrest warrants. During non-courthouse hours, two duty judges are available by means of a telephone tree to review such request either electronically or by telephone. In the event, the telephone tree is otherwise busy, all 25 judges after hours contact information is provided to all contract city law enforcement officers.</p>	<p>Provided</p>	<p>Provided</p>
<p>Criminal Misdemeanors - Arraignment. The court staff set arraignment dates and mail notice to all parties following the filing of either a complaint by the prosecutor or a citation issued by the law enforcement officer. The prosecutor is not required to appear at the arraignment and may be permitted to make a written appearance with bail or condition of release conditions. Defendant's consistent with court rule may be allowed to make a written appearance at arraignment. Court staff issue and mail subpoenas to all witnesses requested by either party for motions and trials. Court staff process and pay all witness fees for witnesses appearing in response to subpoena previously issued. All parties are required to appear for pretrial, motions and trials. Prosecutors are not required to appear for sentencing or review hearings but may appear by written statement. Post conviction evidentiary revocation hearings are set on pre-conviction motions calendars where the prosecuting attorney is required to be present. Prosecutors are notified daily by court staff of bookings into any jail used by the City.</p>	<p>Provided</p>	<p>Provided</p>
<p>Criminal Misdemeanors - Pre-Trial, Motions and Trials. Prosecutor and Defendant are required to attend. Master calendars for these hearings are set for City Partners after consultation with the Prosecutor, Public Defender and Law Enforcement Officers to allow setting the most cost efficient dates. Court Clerks mail subpoenas issued by the judge to all civilian witnesses requested by either party. Court staff process and pay civilian witnesses fees for those appearing pursuant to subpoena. Court staff manage jurors for jury trials and process and pay juror fees. Juror telephone call is program is used to avoid the unnecessary appearance of jurors for trial that have settled at the last minute. Monthly meetings are scheduled with invitation to all criminal justice participants plus City Management to discuss any areas of concern that need to be reviewed.</p>	<p>Provided</p>	<p>Provided</p>

<p>Criminal Misdemeanors - Sentencing and Review Hearings. Prosecutors are not required to appear in person but may appear by written report or recommendation filed with the court. Written reports from the probation department are filed in the Court file prior to all such hearings and are available for all parties to review via the internet connection with court electronic files. Prosecutors are notified daily of any booking into any jail used by the City.</p>	<p>Provided</p>	<p>Provided</p>
<p>Criminal Misdemeanors - Evidentiary Revocation Hearings. When evidentiary hearing must be scheduled for a post-conviction revocation it is scheduled on a motion calendar. This is a practice that allows for efficient use of prosecutor, public defender and law enforcement time allowing them to appear on calendars they already planned to appear.</p>	<p>Provided</p>	<p>Provided</p>
<p>Unified Case Management Project – The Court is currently in the process of configuration for a new case management system to replace the aging state system (JIS) as well as the non-integrated document management system, witness management system, and probation system. The new system will include electronic filing, updated technology and in-house servers will provide increased uptime of services, as well as the ability to interface with outside Law and Justice Agencies such as law enforcement, prosecutors, public defenders, city partners, and jails. The move will allow the Court to gain efficiencies through a reduction of manual duplicative data entry as well as a drastic decrease of the volume of paper documents manually scanned into the system. This will also provide the ability to more effectively manage court calendars and provide needed data for decision makers. Initial pilot Fall 2017 and full court wide implementation in Fall of 2018.</p>	<p>Coming Soon</p>	<p>State is working on project for all courts. King County opted out</p>
<p>Interpreter Web Application allows court clerks, administrative staff and interpreters to conveniently manage scheduling and assignment of interpreter services. It allows the user to see if interpreters are already scheduled so that cases can be added to existing jobs, thereby limiting the duplication of services at any location and controlling costs.</p>	<p>Provided</p>	<p>Provided</p>

<p>District Court Records (DCoR) electronic document management system An electronic storage system for court record and documents Includes electronic routing of work to the employees at any of the District Court's facilities Calendaring component used by all judges on the bench to instantly electronically access all the documents in every case on their individual calendars and judges can enter case notes as needed Includes certain e-filing features that import documents from the Law, Justice and Safety Project Booking and Referral System (BARS), two Red-light Camera vendors, a parking vendor and electronic tickets filed by most law enforcement agencies Reduces paper documents Provides access to prosecutors, public defenders, police and the public By 2013, DCoR will be upgraded to allow attorneys and the public to e-file documents into DCoR</p>	<p>Provided</p>	<p>The City has its own electronic document storage</p>
<p>DCoR Online allows the public to view or print publicly available court documents from the internet for a fee.</p>	<p>Provided</p>	<p>N/A</p>
<p>Video Links for every judge's bench. A computer and camera that permits the judge to link to via video with the SCORE and Kent jails with past connections with Snohomish county jail. Connections with Snohomish county jail can be reestablished as all courtrooms at Shoreline are equipped with video conference capabilities.</p>	<p>Provided</p>	<p>Provided</p>
<p>The Master Calendar System is an automated, web-based program allowing for efficient setting of cases, searches into the future for available court dates, and provides enhanced record keeping. The Master Calendar also implements and aids the Court in maintaining Best Practices in its operation, and allows for better tracking of calendars and scheduling of pro-tems.</p>	<p>Provided</p>	<p>Provided</p>
<p>Jury Management System provides for more automated processing of jurors. The system shows the history of every juror, past and present, and Court locations are able to prepare lists of juries, cost bills, and letters of recognition.</p>	<p>Provided</p>	<p>Pilot Project using Ocourt</p>
<p>IT Help Desk Application designed to assist Court staff and IT staff with technical and functional questions and problems.</p>	<p>Provided</p>	<p>Provided</p>
<p>Knowledge Center and MS SharePoint program enables court, probation staff and management the ability to quickly access procedures and policies that impact court operations.</p>	<p>Provided</p>	<p>Provided</p>

<p>ETicket/Sector Project involves the electronic issuance of traffic tickets with an electronic upload to the court database. The submittal of tickets electronically streamlines the data entry process on the part of the courts and eliminates redundant data entry on the part of the court and DOL when cases are adjudicated. Dispositions are sent to DOL electronically, eliminating the need to mail paper dispositions.</p>	<p>Provided</p>	<p>Provided</p>
<p>Red Light Camera Photo Enforcement and School Bus Paddle Programs transmits case data and documents automatically and Red Light Camera/Bus Camera tickets are not handled by clerical staff until there is a payment or a request for a hearing date.</p>	<p>Provided</p>	<p>N/A Discontinued in 2018</p>
<p>Parking Data Exchange is similar to the Red Light Camera program, transmission of case data and documents has been totally automated. A parking ticket issued electronically is not handled by clerical staff until there is a payment or a request for a hearing.</p>	<p>Provided</p>	<p>Provided</p>
<p>Booking and Referral System (BARS) is a Law Safety Justice project automating the booking process for law enforcement agencies throughout the County. The system takes data submitted by law enforcement and passes it to the Booking System, the Prosecuting Attorney and, when submitted by the Prosecutor to the Court, produces an electronic Superform for judicial review. The eSuperform is transmitted electronically to the District Court DCoR system and can be viewed by the judge in the courtroom.</p>	<p>Provided</p>	<p>Provided</p>
<p>Docket Call is an electronic calendaring systems in the lobby area at each location. This signage replaces paper calendars. The electronic signs scroll names alphabetically allowing multiple people to view them at once and allowing the public to find their name and courtroom in less than 2 minutes.</p>	<p>Provided</p>	<p>Provided</p>
<p>Credit Card Payment at the Court Locations and available on line allowing credit card fine payments at all of its locations. Additionally, any courthouse may accept cash or check for payment of fines afor any cases filed within the King County District Court System.</p>	<p>Provided</p>	<p>The City also has phone payments</p>
<p>Regional Mental Health Court is designed to improve treatment of mentally ill offenders, enhance public safety, and reduce jail use and jail costs.</p>	<p>Provided</p>	<p></p>

<p>Regional Veterans Court (RVC) is a veterans' therapeutic court. RVC is a specialized court within the criminal justice system that are structured to resolve the underlying mental health and any co-occurring substance abuse issues that are causing individuals to become involved with the criminal justice system. The goal of these efforts is to provide treatment and support to court participants to break the cycle of criminal justice involvement and reduce recidivism.</p>	<p>Provided</p>	<p>This is a service provided to all Municipal courts in King County which the City already uses. Regional Veterans Court may refer to Community Court.</p>
<p>Community Court is an alternative problem-solving court that seeks to identify and address the underlying challenges of court participants that may contribute to law violations. A Community Resource Center, an integral component of Community Court, is open weekly at the Redmond Library during Community Court hours and available to all members of the public and Community Court participants. Services that may be available at the Community Resource Center include behavioral health assessments/support, public assistance support, housing support, employment/education assistance, food assistance programs, civil legal aid, and dispute resolution and mediation services. District Court has plans to expand community court to other locations.</p>	<p>Provided</p>	<p>Only Provided by King County</p>
<p>Relicensing Program assists individuals on a walk-in basis with any unpaid District Court matters to become legal, licensed drivers. This walk-in program is included in the services under the interlocal agreement.</p>	<p>Provided</p>	<p>The City is looking into starting one</p>
<p>Unified Payment (UP) Program is a county wide program that assists individuals with traffic-related fines in multiple jurisdictions in King County an easier and less expensive way to pay court-mandated fines. The program also lists the hold on a person's drivers license.</p>	<p>Provided</p>	<p>Provided</p>
<p>Payment Center completes the accounting functions for the entire court in one location. Functions handled at the Payment Center are receipting payments, monitoring delinquent accounts, working with the court's collection agency on time payment agreements, assigning cases to collections, processing online credit card payments through the Court's vendor, issuing bail refunds, reporting and collection of non-sufficient funds payments, resolving accounting issues for Court staff and defendants, auditing cases eligible for Failure to Appear status, ordering reports for auditing purposes, and the daily accounting and balancing of incoming funds.</p>	<p>Provided</p>	<p>Provided</p>

<p>Call Center a single call center for most of the public telephone access. In addition to the phone technology necessary to operate a call center, the court has developed a robust training program and an effective and efficient self-help menu that is both in English and Spanish. In addition, Live Chat via the internet.</p>	Provided	Provided
<p>Cities can choose not less than 75% of the judges elected or appointed to hear their cases. The pool is recreated yearly and after an election.</p>	Provided	N/A
<p>Marshall (armed officer) and weapons screener at all times at all court locations and for all hearing types.</p>	Provided	Provided
<p>Court Staff notify Prosecutor for jail bookings daily.</p>	Provided	Provided
<p>Complete the monthly remittance process and complete payment behalf to the cities all amounts due and owing the State related to remittance</p>	Provided	Provided
<p>Jail and jail alternatives King County District Court makes effective and appropriate use of jail alternatives (work release, work crew, community service, electronic home detention, CCAP, etc.) and the Court has built into its system a number of processes that insure defendants are heard in a timely manner.</p>	Provided	Provided
<p style="text-align: center;">Probation Services</p>	Provided	Provided
<p>Judge-Supervised probation model. Probation Officers monitor compliance with conditions of sentencing set by the court in accordance with a General Administrative Order (GAO), unless otherwise directed in writing by the sentencing or supervising judge.</p>	Provided	Provided
<p>The level of monitoring necessary and appropriate in any case may change (i.e. increase or decrease) during the course of a defendant's sentence and/or treatment and, in order to insure that the probation resources are being put to their highest and best use, it is essential that monitoring levels correspond to the changing needs.</p>	Provided	Provided
<p>Probation officer's caseloads should not include cases where a defendant has failed to appear for a review hearing and a warrant has been issued for his or her arrest.</p>	Provided	Provided
<p>Probation Mental Health Specialists, Domestic Violence Unit, traditional Probation Officers. Mental Health Specialists hold Master's Degrees with concentration in the social/behavioral sciences, and have specialized training dealing with mentally ill offenders. Probation Officers hold at least a Bachelor's Degree.</p>	Provided	Provided
<p>Probation Officers conduct alcohol and drug screenings in conjunction with in-office presentence evaluations under order of the court.</p>	Provided	Liability to City. Must have chemical Dependency Professional Certification

<p>The District Court's probation activities are guided and assisted by the Court's Probation Committee comprised of seven Judges, the Probation Director, and legal counsel. Policy recommendations are developed by the Probation Committee and then referred to the Court's Executive Committee and/or the judges as a whole. Regular input is also encouraged by the Court's contract cities with regard to all areas of operation of the Court including probation.</p>	<p>Provided</p>	<p>Judge, Administrator, and Probation Officer meet to discuss policy and best practice</p>
<p>In-custody presentence interviews are conducted in all county and municipal jails. Locations within King County and via Video Conference between King County Probation and between King County Probation and SCORE.</p>	<p>Provided</p>	<p>If needed Court will go over</p>
<p>Under the King County Judge Supervised Probation model, King County District Court defendants are all seen in person once per month (the highest risk level) unless otherwise directed in writing by the supervising Judge.</p>	<p>Provided</p>	<p>Provided</p>
<p>Judges can also require defendants to be referred to compliance monitoring. Compliance monitoring is generally imposed in lieu of or following a period of active supervision. Offenders of all sentence types may be referred to Compliance Monitoring. Compliance monitoring includes periodic record checks and verification of compliance with other conditions of sentence, and monthly reviews of treatment status reports received.</p>	<p>Provided</p>	<p>Provided</p>
<p>Probation is both imposed and terminated on a case by case basis by order of the Sentencing/Supervising Judge.</p>	<p>Provided</p>	<p>Provided</p>
<p>The Administrative Rules for Courts of Limited Jurisdiction (ARLJ 11) which defines the core Services of a Probation Department, specifies a "minimum of monthly face to face interviews for offenders classified at the highest level." All defendants referred for active supervision are seen face to face once per month.</p>	<p>Provided</p>	<p>Provided</p>
<p>King County probation officers regularly attend reviews in DV court and Regional Mental Health Court, and at the discretion of the Judge in traditional court. The Judges rely on the written reports from Probation and may continue a hearing to have the Probation Officer present if the written report is disputed and the probation officer is not already present.</p>	<p>Provided</p>	<p>The City has a probation Calendar and the Probation Officer attends</p>
<p>King County Probation works diligently to see that treatment providers report violations in an appropriate and timely manner, and that they abide by the minimum reporting requirements established by King County Municipal and District Court Judges in 2005. They have been instrumental in identifying agencies who are not compliant with the Washington Administrative Codes (WACs) and Revised Code of Washington (RCW).</p>	<p>Provided</p>	<p>Provided</p>

Note:

SeaTac provides DVMRT and Thinking for a Change classes. (These are a cognitive restructuring program that attempt to address route thinking which has been shown to crimieogenic think which reduces recidivism.)

SeaTac Probation Officer holds a Masters Degree related to Mental Health

Court costs			Comments
Item	King County District Court	SeaTac Municipal Court	SeaTac costs are from budget documents or contracts
Non-Facility Costs			
Salaries and Benefits	\$ 585,634	\$ 711,048	SeaTac salaries and benefits include Probation (\$90,437.50). King County does not. Anticipated Salaries and benefits include Judge/Administrator/Support Specialists
All other costs	\$ 84,040	\$ 75,986	
Total	\$ 669,674	\$ 787,034	
Facility Costs			
Operations and Rent	\$ 74,766	\$ -	
Security Costs	\$ 53,945	\$ 52,050	G4S Contract
Total	\$ 128,711	\$ 52,050	
Legal			
Travel/IT/Witness	\$ 9,700	\$ -	Needs are different using outside Court
Prosecutor	\$ -	\$ -	Additional prosecutor needed for additional 7 Police Officer's caseload production in both courts (~\$110,000)
Electronic Storage	\$ 150,000	\$ -	Costs estimates (\$100,000-\$150,000) based on inquiries. SeaTac currently uses OnBase. File storage needs security during use at outside court per Criminal Justice Information Services (CJIS) Security Policy.
Total	\$ 159,700	\$ -	
Police			
Police Officers	\$ 46,800	\$ -	Based upon in-custody hearings requiring defendants to be physically present in Court. Anticipated overtime costs (450 hrs x \$75/hr.) for officers to guard and transport inmates. SeaTac currently uses video conference hearings where defendants never leave SCORE.
Transport Van	\$ 33,000	\$ -	
Total	\$ 79,800	\$ -	
SeaTac Court			
Judge	\$ 110,053	\$ -	SeaTac Judge yearly salary/benefits, by contract, will be paid over the next three years (2019-\$110,053), (2020-2021 salaries are yet to be determined by the Washington State Salary Commission)
Impact Bargaining	\$ -	\$ -	Judicial Support Specialists are AFSCME represented (unknown financial obligation)
Total	\$ 110,053	\$ -	
Grand Total	\$ 1,147,938	\$ 839,084	