



# Administration and Finance Committee Minutes

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December 10, 2020  
 4:00 PM  
 \*Virtual Meeting\*

Commence: 4:00 PM  
 Adjourn: 5:36 PM

Committee Members:	Present	Absent
Mayor Erin Sitterley, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councilmember Clyde Hill	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councilmember Senayet Negusse	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Other Council Members Present: Stanley Tombs, Peter Kwon, Pam Fernald

Staff Coordinator: Gwen Pilo, Finance & Systems Director

1. Call to Order	<i>Committee Chair Erin Sitterley called the meeting to order at 4:00PM.</i>
2. Public Comment	<i>None</i>
3. Review of the Minutes	<u>  X  </u> Recommended for Approval  <i>A copy of the 11/12/2020 minutes was provided to the committee for review. The committee approved the minutes as presented.</i>
4. Audit Exit – State Auditor’s Office	<u>  X  </u> Informational Update  <i>Audit Manager Alex Beherndt, Assistant Audit Manager Sean Fitzgerald, and Audit Lead Sandeep Kaur from the State Auditor’s Office presented the committee with the results of the City’s annual audit. The audit included an accountability audit and a financial statement audit for 2019 financials. Overall, the City received a clean audit with no findings.</i>
5. CWA 2021 Contract Approval	<u>  X  </u> Recommended for Approval  <i>Building Services Manager Mary Kate McGee presented the committee with a proposed motion to renew the building plan review contract with CWA Consultants. The committee reviewed the proposal and recommended this item for approval. This item will be presented on the consent agenda at the next Regular City Council Meeting.</i>

<p>6. Social Media Platform Launch</p>	<p><u>X</u> Informational Update</p> <p><i>Government Relations &amp; Communications Manager Kyle Moore, along with Digital Media Specialist Kate Langsdorf, presented an overview of the City's social media channels and provided information on how the platforms have been performing since their launch.</i></p>
<p>7. Gaming Tax Review</p>	<p><u>X</u> Next Review at a Future Committee Meeting (TBD)</p> <p><i>Budget Analyst Alexis Briggs presented to the committee a memo providing information about SeaTac's social card games tax rate. The committee expressed their desire to lower the City's tax rate for social card games and recommended following a tiered approach, based on the number of card rooms in the City. The committee directed staff to confer with Police and Economic Development staff and build a proposal to review at a future joint committee meeting between A&amp;F and PED.</i></p>
<p>8. Investment Report</p>	<p><u>X</u> Informational Update</p> <p><i>Finance &amp; Systems Director Gwen Pilo provided the committee with the October 2020 Investment Compliance Report and Portfolio Analysis.</i></p>
<p>9. Council Roles Regarding Planning Commission</p>	<p><i>City Manager Carl Cole addressed the committee to propose that the topic of Council Roles Regarding Planning Commission be removed from the A&amp;F future meeting schedule topics to be discussed as part of the larger discussion of Council Code of Conduct. This matter will be discussed further at a future A&amp;F committee meeting.</i></p>
<p>10. Future Meeting Schedule</p>	<p><i>The next A&amp;F committee is scheduled for January 14<sup>th</sup> at 4:00PM (Location: Virtual).</i></p>
<p>11. Adjourn</p>	<p><i>Committee Chair Erin Sitterley adjourned the meeting at 5:36 PM.</i></p>



## MEMORANDUM

Date: January 14, 2021

To: Administration & Finance Committee

From: City Manager Carl Cole

Re: 2021 Decision Card, Legal – Part-time Prosecutor

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During the 2021/2022 Budget Process, Council considered several Decision Cards. Due to the unpredictable budgetary impacts to revenue as a result of the on-going COVID-19 pandemic, I recommended the Decision Cards be approved based on criteria that were High Priority or the likelihood that not approving would result in either a lost opportunity or a significant increase in cost if an item was considered in the future.

During my processing and ranking of the Decision Cards, I overlooked one presented by Legal for the on-going funding of a Part Time Prosecutor in the amount of \$81,858 for the biennium, divided roughly equally between the two years. Legal's justification for the Decision Card (attached) centered on the increase in caseload due to previous years' additions of police officers and the backlog of cases that have resulted from reduced court time available due to the pandemic. It is important to note that this part time position was approved mid-biennium of the 2019/2020 budget cycle and filled later that year. The workload increases do not warrant the addition of a full-time employee at this time.

If this position is not funded, the handling of criminal cases may not meet statutory requirements for timely disposal, resulting in dismissals and potential negative impacts to public safety.

If approved, this Decision Card will require use of ending fund balance due to current revenue projections. Please see attached Decision Card for position details.

**City of SeaTac  
Decision Card**

**Budget**

Date Prepared:

<p><b>Title:</b></p> <p><b>Amount:</b></p> <p><b>BARS#:</b></p> <p><b>On-Going</b></p> <p><b>One-Time</b></p>	<p><b>Department:</b></p> <p><b>Division:</b></p> <p><b>Director:</b></p> <p><b>Preparer:</b></p>
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**Description:** *(Provide a brief overview of what is being requested)*

**Justification:** *(Explain why this is being requested and/or how the request will benefit the City):*

**Alternatives:** *(List possible alternatives and/or risks if funding is not approved):*

**City Goal:** *(Identify one or more City Goal addressed by this request):*

**Funding Source:** *(How will this request be funded):*

	<u>Source/Fund (be specific)</u>	<u>Amount</u>	<u>Amount</u>
Current Operations:			
Ending Fund Balance:			
Grant:			
Other:			
<b>TOTAL</b>			

Date Approved:

# New Position Request Worksheet

(Required for all decision cards requesting a new position)

**Title of Associated Decision Card:**

**Position Title** (*Provided by HR*) :

**Salary Range** (*Provided by HR*) :

**Limited Term Position?** (Y/N)

**Primary Duties/Responsibilities:**

Total Salary (*provided by Finance*)

Total Benefits (*provided by Finance*)

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**Subtotal Salary and Benefits**

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	<b>BARS</b>
Office Supplies	XXX.XX.31.008
Uniform & Safety Clothing	XXX.XX.31.018
Office Furniture & Equipment	XXX.XX.35.000
Computer & Hardware	301 FUND
Telephone	
Cell Phone Purchase	XXX.XX.35.000
Cell Phone Monthly Charges	XXX.XX.42.028
Software Subscriptions	XXX.XX.49.053
Training & Conferences	
Lodging	XXX.XX.43.031
Meals	XXX.XX.43.032
Transportation	XXX.XX.43.033
Registration	XXX.XX.49.061
Vehicle	
Vehicle Purchase	501 FUND
Equipment Rental Charges ( <i>provided by Public Works</i> )	XXX.XX.45.002

Other (*specify*) :

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**Subtotal Associated Costs**

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**TOTAL:**

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**CITY OF SEATAC, WASHINGTON**  
**2021-2022 BIENNIAL BUDGET: EXHIBIT B**

1/26/2021

<b>2021-2022 BIENNIAL BUDGET (EXPENDITURES + ENDING BALANCES) = \$ 224,437,160</b>				
<b>FUND</b>	<b>BEGINNING BALANCE</b>	<b>REVENUES &amp; OTHER SOURCES</b>	<b>EXPENDITURE APPROPRIATION</b>	<b>ENDING BALANCE</b>
<b>001 General Fund</b>	\$ 29,372,543	\$ 78,015,188	\$ 85,452,833	\$ 21,934,897
<b>102 Street Fund</b>	9,235,658	15,567,442	19,398,969	\$ 5,404,130
<b>105 Port ILA</b>	8,642,246	2,904,235	3,799,285	\$ 7,747,196
<b>106 Transit Planning</b>	443,402	787,260	929,301	\$ 301,361
<b>107 Hotel/Motel Tax</b>	8,417,339	1,662,829	1,401,665	\$ 8,678,503
<b>108 Building Management</b>	3,345,506	652,710	490,432	\$ 3,507,784
<b>110 Facility Repair &amp; Replacement</b>	-	-	-	\$ -
<b>111 Des Moines Creek Basin ILA</b>	2,993,957	662,400	1,190,870	\$ 2,465,487
<b>112 Affordable Housing Sales Tax</b>	42,600	144,000	-	\$ 186,600
<b>206 2009 LTGO Bond Fund</b>	-	-	-	\$ -
<b>207 SCORE Bond Servicing</b>	273,088	283,513	283,113	\$ 273,488
<b>301 Municipal Capital Improvements</b>	9,465,606	6,275,000	5,329,743	\$ 10,410,863
<b>306 Facility Construction CIP</b>	1,778,535	4,800	-	\$ 1,783,335
<b>307 Transportation CIP</b>	7,822,039	17,389,400	25,191,686	\$ 19,753
<b>308 Light Rail Station Areas CIP</b>	2,970,194	54,270	-	\$ 3,024,464
<b>403 SWM Utility</b>	2,897,393	8,253,120	9,037,174	\$ 2,113,339
<b>404 Solid Waste &amp; Environmental</b>	794,787	694,854	497,684	\$ 991,957
<b>501 Equipment Rental</b>	703,038	1,888,208	1,948,659	\$ 642,587
<b>TOTAL BIENNIAL BUDGET</b>	<b>\$ 89,197,931</b>	<b>\$ 135,239,229</b>	<b>\$ 154,951,414</b>	<b>\$ 69,485,745</b>

**Revenue**

<b>2021-2022</b>
<b>TOTAL</b>
<b>\$0</b>

**Expenditures**

**FUND #**

**BARS#**

**2021-2022**

**TOTAL**

**Description**

001

001.000.06.515.31.XX.XXX

\$78,796

Part-Time Prosecutor Decision Card (Salaries & Benefits)

***Total General Fund***

***\$78,796***

**Grand Total - ALL FUNDS**

***\$78,796***



# SeaTac City Council

## Request for Council Action

### Agenda Bill #: 5609

**Council consideration:** A Motion Authorizing the City Manager to enter into a three-year Enterprise License Agreement with ESRI for GIS Software and Support.

**Date Action Requested:** 01/26/21

**Review Dates:** A&F: 01/14/21

**Prepared By:** Bart Perman, Information Systems Manager

**Amount:** \$127,050

**Budgeted?:** Yes

**Applicable Fund Name:** General Fund

**Director Approval:**

**City Manager Approval:**

**Purpose:** Authorize the City Manager to execute a three-year Enterprise License Agreement with ESRI for GIS Software and Support.

**ANALYSIS:** The City currently licenses its GIS based software on a single ArcGIS Server license with added modules and user accounts. As the use of GIS in the City has become vital for programs including Emergency Management, Asset Management, Parks and Public Works Maintenance and others, this model has presented challenges for developing our GIS program. These challenges include the lack of ability to have a test/development environment, limited access to the system based on user licenses, and lack of flexibility and scalability of the system. An Enterprise Level Agreement would allow the City to have an unlimited number of ArcGIS servers, access to tools and features we currently do not have, and adequate end user licensing to allow us to deploy tools for use in the field. The agreement is attached as Exhibit A.

**BUDGET SIGNIFICANCE:** This agreement is for \$38,500 plus tax per year for a total of \$127,050 over the life of the agreement. This was approved as part of the City's 2021-2022 budget in the General Fund under Enterprise Software Maintenance and Support.

**COMMITTEE REVIEW(S) AND RECOMMENDATION(S):** The A&F Committee reviewed the proposal at their January 12, 2021 meeting and recommended placement on the Consent Agenda for approval of the full Council.

**ALTERNATIVE(S):** ESRI does not offer less than a 3 year agreement. Alternatives are delaying implementation or staying with the current licensing scheme.

**ATTACHMENTS:** Exhibit A - ESRI Agreement





December 3, 2020

Ms. Anna Yost  
City of SeaTac  
4800 S 188th St  
SeaTac, WA 98188-8605

Dear Anna,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

***"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."***

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: <a href="mailto:service@esri.com">service@esri.com</a>
Attn: Customer Service SG-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Heather Glock



# Quotation # Q-399314

Date: December 3, 2020

Customer # 23401 Contract # ENTERPRISE AGREEMENT

City of SeaTac  
 Finance Systems Dept  
 4800 S 188th St  
 SeaTac, WA 98188-8605

ATTENTION: Anna Yost  
 PHONE: (206) 973-4895  
 EMAIL: ayost@ci.seatac.wa.us

Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853 Fax: (909) 307-3049  
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.  
 Quote is valid from: 12/3/2020 To: 3/3/2021*

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 2	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 3	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				

Subtotal:	\$115,500.00
Sales Tax:	\$11,550.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$127,050.00</b>

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Heather Glock	<b>Email:</b> hglock@esri.com	<b>Phone:</b> 909-793-2853 x8948
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

GLOCKH **This offer is limited to the terms and conditions incorporated and attached herein.**



**Quotation # Q-399314**

**Date:** December 3, 2020

**Customer # 23401    Contract # ENTERPRISE AGREEMENT**

City of SeaTac  
 Finance Systems Dept  
 4800 S 188th St  
 SeaTac, WA 98188-8605

ATTENTION: Anna Yost  
 PHONE: (206) 973-4895  
 EMAIL: ayost@ci.seatac.wa.us

Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853    Fax: (909) 307-3049  
 DUNS Number: 06-313-4175    CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.  
 Quote is valid from: 12/3/2020 To: 3/3/2021*

The following items are optional items listed for your convenience.  
 These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
174382	5	\$665.00	\$3,325.00

Esri Training Pass per Day One Year Term

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Heather Glock	<b>Email:</b> hglock@esri.com	<b>Phone:</b> 909-793-2853 x8948
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

GLOCKH                      **This offer is limited to the terms and conditions incorporated and attached herein.**

**Esri Use Only:**

Cust. Name \_\_\_\_\_  
Cust. # \_\_\_\_\_  
PO # \_\_\_\_\_  
Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
COUNTY AND MUNICIPALITY GOVERNMENT  
(E214-2)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
List of Products**

**Uncapped Quantities**

**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
ArcGIS Desktop Standard  
ArcGIS Desktop Basic  
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup (Advanced and Standard)  
ArcGIS Monitor  
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Engine  
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics  
ArcGIS Runtime (Standard)  
ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
Two (2) ArcGIS CityEngine Single Use Licenses  
100 ArcGIS Online Viewers  
100 ArcGIS Online Creators  
17,500 ArcGIS Online Service Credits  
100 ArcGIS Enterprise Creators  
3 ArcGIS Insights in ArcGIS Enterprise  
3 ArcGIS Insights in ArcGIS Online  
10 ArcGIS Tracker for ArcGIS Enterprise  
10 ArcGIS Tracker for ArcGIS Online  
3 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
3 ArcGIS Utility Network User Type Extensions (Enterprise)

**OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	<b>3</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>3</b>
Maximum number of sets of backup media, if requested*	<b>2</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to



supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



## MEMORANDUM

Date: January 14, 2021

To: Administration & Finance Committee

From: City Manager Carl Cole

Re: Police Services Update

---

The City of SeaTac currently contracts with King County for Police Services. The details of this relationship are described in an Interlocal Agreement (ILA, attached), last updated in 2009. On November 3, 2020, King County voters passed Charter Amendments #5 and #6 (attached).

Charter Amendment #5 (Ordinance 19139, attached) establishes the office of the Sheriff<sup>1</sup> as a position appointed by the County Executive and confirmed by the County Council. Currently, the Office of the Sheriff is a non-partisan position elected by all voters in King County. Ordinance 19139 also includes high-level process for the selection of the appointed Sheriff and returns all collective bargaining elements to the Executive's bargaining agent (current process authorizes the Sheriff to bargain for working conditions and the Executive for wages/benefits). The effective date of the ordinance is January 1, 2022, after the end of the current Sheriff's elected term.

Charter Amendment #6 (Ordinance 19140, attached) gives the authority to determine the structure and duties of the Sheriff's Office to the County Council through the ordinance process. This authority is currently defined by general law in RCW 36.28.010 (attached). The effective date of this ordinance is January 1, 2021.

The passage of these two ordinances could represent a significant change in how police services are delivered in King County. It is unknown at this time how any changes approved by ordinance will affect the levels of service currently provided to contract cities, including SeaTac.

SeaTac is under no obligation to purchase police services from King County, however any changes to the current arrangement require significant lead time to implement. Article 11 of the ILA outlines the process for termination of the agreement which begins with a written 45-day Notice of Intent to Terminate. If after a minimum 45 days, it is still the intent of the City to dissolve the contracting relationship, a written 18-month notice will be sent to King County. It is important to note that these periods are minimums and

<sup>1</sup> Before the establishment of an elected Sheriff in 1996, the office was called the Department of Public Safety. "Sheriff's Office" and "Department of Public Safety" are used interchangeably in this and attached documents.

depending on circumstances, implementation of an alternative to contracting with King County may take longer. It is expected that the City and the County will engage in meaningful conversations during the 45-day period required by the ILA to ensure that dissolution is the proper course of action. Additionally, if the final determination is to dissolve the contracting relationship, the ILA requires a transition plan to be completed and mutually agreed upon within 120 days.

Representatives from both the Executive's Office and the County Council have spoken either to the Oversight Committee<sup>2</sup> or to me personally expressing their support for the current contracting relationship and commitment to ensuring the implementation of Charter Amendments #5 and #6 will not reduce local control over policing decisions.

While it is my intention to take both of these entities at their word, should circumstances arise that create conditions different from what is hoped, the time-frame for implementing an alternative to contracting with King County will not change.

The options before you are:

- 1) Take a "wait and see" approach. If at some point in the future it is clear that implementation of King County Council ordinances regarding the structure (level of service, staffing, etc.) or duties (enforcement of certain laws) of the Sheriff's Office no longer align with SeaTac values and desires, action for dissolution can be started by Council consensus at that time.
- 2) Explore options for policing alternatives without submitting the 45-day Notice of Intent to Terminate contract to be more ready to respond should value misalignment begin to occur. This option would require unbudgeted expenditures (budget amendment), likely through a consultant, as current staff has neither the capacity nor expertise to conduct such an exercise.
- 3) Submit 45-day Notice of Intent to Terminate contract and begin exploring options for Police Services in SeaTac as described in #2.

Regardless of which option is chosen, the City and County, through mutual agreement, could choose to change course and agree to continue the contracting relationship at any time.

<sup>2</sup> ILA Section 17.1 provides for the establishment of the Oversight Committee members being the collective CEO's (City Managers) of all cities that contract with King County for law enforcement services.

# Police Services Update

January 14, 2021



# PRESENTATION OVERVIEW

## PURPOSE OF PRESENTATION

To provide an update of the state of Police Services in SeaTac given the passage of King County Charter Amendments #5 (making the Sheriff position appointed by the Executive, effective January 2022), and #6 (Giving the power to decide the Sheriff's duties and the structure of the Department to the King County Council by ordinance, effective January 2021).

## WHY IS THIS ISSUE IMPORTANT?

1. SeaTac currently purchases their Police Services from King County.
2. Public Safety is one of the most expensive responsibilities of local jurisdictions. This includes Police, Fire, Courts, Animal Control, and Jails. This presentation will only focus on Police Services.
3. Local control of policy and operations extends into the policing realm.
4. Independent jurisdictions may want to see their communities policed differently than others.
5. Councilmanic (King County) changes to the Sheriff's authority may not be aligned with City of SeaTac values.
6. Process for change is time intensive.

# IMAGES



# POTENTIAL COMMITTEE ACTION

## COMMITTEE OPTIONS

- Authorize the City Manager to submit 45-day Notice of Intent to terminate the contracting agreement to King County, and begin exploring options for Police Services
- Forward this issue to full Council for Presentation & subsequent Action
- Maintain status quo and continue to work with County to ensure any changes to police duties align with SeaTac values

## STAFF RECOMMENDATION

- Forward this issue to full Council for Presentation & subsequent Action

## REVIEWS TO DATE

- None, this is your first look at it.



# POLICE SERVICES UPDATE

## King County Charter Amendment 5

In 1996, King County voters approved a charter change that made the Sheriff a non-partisan elected office. In 2020, voters approved Charter Amendment 5 that returns the Sheriff to a position appointed by the Executive and confirmed by the County Council.

## King County Charter Amendment 6

In 2020, voters approved Charter Amendment 6 which assigns the County Council the responsibility of defining the authority, structure and duties of the Sheriff, by ordinance.

# POLICE SERVICES UPDATE

## Relevant text of Charter Amendment 6

“The extent of scope and control of the department of public safety.

For the purposes of this section, "scope and control" mean the authority, exercised by ordinance, **to structure** the department of public safety as well as **set the duties** of the sheriff and department of public safety in accordance with the authority granted the county council under Section 220.20 of the King County Charter...” - emphasis added

# POLICE SERVICES UPDATE

## Why is this concerning?

- Neither the Executive nor the Council have provided any indication of what structure or restructure might be in store.
- There appear to be no limits to what options are on the table.
- While both Council and Executive representatives have expressed that contract partners will be involved in the process of defining structure and duties, nothing solid has been presented.

## Why is this important?

- 30 years ago, when SeaTac began its Police Services contracting relationship with King County, the Sheriff's Office provided a number of law enforcement services and support that are no longer provided.
- Annual costs of receiving Police Services have regularly risen above CPI.
- One of the original appeals to contracting with King County was the "breadth and depth" of benefits the cities would receive at no additional cost...those benefits have diminished significantly, especially since the implementation of an elected sheriff in 1997 (previous charter amendment).

# POLICE SERVICES UPDATE

## Why is this important? ...continued

- The majority of staff in the Sheriff's Office at the beginning of contracting were assigned to unincorporated areas or specialty units (SWAT, K9, DUI, etc.).
- The costing model, still in effect, favored smaller participants.
- As a whole, contracts now provide over 60% of the Sheriff's Office budget.
- Contract partners used to be able to count on a significant unincorporated response to priority calls, at no additional charge.
- The dynamic has shifted as unincorporated staff were cut and the contracts grew to become the majority participant in the costing model.
- Any effort to defund the unincorporated side of the Sheriff's Office will further reduce the "breadth and depth" that was a primary factor in the decision to contract with King County.

# POLICE SERVICES UPDATE

## Other considerations

- King County Council representatives have indicated that the cities will have a meaningful role in any action they take
  - Details have not been provided
- Representatives of the Executive's Office have indicated that maintaining contract relationships is important to them and the cities will have meaningful input into the selection of the next Sheriff
- Implementation of a policing alternative will likely take almost two years
  - Required by ILA to be no sooner than 20 months

# POTENTIAL COMMITTEE ACTION

## COMMITTEE OPTIONS

- Authorize the City Manager to submit 45-day Notice of Intent to terminate the contracting agreement to King County, and begin exploring options for Police Services
- Forward this issue to full Council for Presentation & subsequent Action
- Maintain status quo and continue to work with County to ensure any changes to police authority and Sheriff's Office structure align with SeaTac values

## STAFF RECOMMENDATION

- Forward this issue to full Council for Presentation & subsequent Action

## REVIEWS TO DATE

- None, this is your first look at it.

Questions?

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**INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF \_\_\_\_\_  
RELATING TO LAW ENFORCEMENT SERVICES**

This is an Interlocal Agreement between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of \_\_\_\_\_, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS, a number of cities in King County contract with the County for the provision of law enforcement services within their City boundaries, and

WHEREAS, the County has adopted policies that support the development and continuation of these contracts to preserve the quality, depth and breadth of its law enforcement services, and

WHEREAS, the King County Sheriff's Office (KCSO) acts on behalf of the City, which is responsible for law enforcement services within its jurisdiction; and

WHEREAS, the County and the contract cities recently completed negotiating a new interlocal agreement for 2000 and beyond, which embodies the following principles adopted by County Council Motion 9540:

1. County law enforcement employees should feel responsibility toward and demonstrate responsiveness to cities with agreements for law enforcement services.
2. Each city should have the flexibility to determine the level and deployment of certain services and to identify service priorities, thereby controlling costs.
3. Each city should have the ability to choose unique police uniforms and markings for police vehicles assigned to the City.
4. County law enforcement employees should work cooperatively with city organizations in a problem-solving mode to improve the safety and welfare of city residents and visitors.
5. The County should provide at a reasonable and predictable cost, efficient, high-quality, appropriate law enforcement services supported by technology that furthers the goals of each city and the County.
6. The contracts and service agreements should maintain equity among the interests of city and unincorporated area residents.
7. The agreements should preserve, to the extent practical, the valuable law enforcement services provided by the KCSO, while providing a high level of local service and decision-making.

NOW, THEREFORE, pursuant to RCW 39.34, the County and the City hereby agree:

1. Law Enforcement Services The County will make available to the City any of the law enforcement services listed in Exhibit A, "King County Sheriff's Services" (Exhibit A), which is incorporated herein by reference.
  - 1.1. Precinct/City Services. Precinct/city services consist of law enforcement and other related services provided by personnel assigned to a police precinct primarily for the benefit of the geographic areas within the boundaries of the precinct except as may be modified by Section 2. Precinct/city services include:
    - 1.1.1. Reactive patrol to enforce state law and City-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service;
    - 1.1.2. Proactive patrol to prevent and deter criminal activity;
    - 1.1.3. Traffic patrol to enforce applicable traffic codes;
    - 1.1.4. Precinct detectives to investigate local crimes such as burglary, vandalism and auto theft;

- 1.1.5. Community service and community crime prevention deputies;
  - 1.1.6. Drug Awareness Resistance Education (DARE) deputies;
  - 1.1.7. Precinct command and support staff; and
  - 1.1.8. Police reserves to perform a variety of routine police patrol functions.
  - 1.1.9. For purposes of this agreement, precinct/city services shall be considered required or optional in accordance with Exhibit A, except that precinct command staff shall not be required if the City opts to provide its own precinct under Section 6.4.
- 1.2. Support Services. Support services consist of:
- 1.2.1. Investigation services by deputies assigned to a central criminal investigation unit investigating such crimes as major crimes, drug offenses, fraud and such reports as missing persons, vice, and major accidents. These deputies are supported by crime scene analysis, crime laboratory, polygraph, identification, and evidence control.
  - 1.2.2. Special operations services such as canine patrol, hostage negotiations, tactical unit, and bomb disposal; and
  - 1.2.3. Communications services, including call receiving, dispatch, and reports.
  - 1.2.4. For purposes of this agreement, precinct/city services shall be considered required or optional in accordance with Exhibit A, except that hostage negotiation and bomb disposal may be provided by City deputies under the city department model described herein.
- 1.3. Administrative Services. Administrative services include legal advisor, planning and statistics, subpoena control, training, weapons permits, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations, and other services provided by other County Agencies in support of the KCSO. Such services do not include legal services of the King County Prosecuting Attorney relating to enforcement of municipal criminal and traffic codes or prosecutions arising thereunder.
- 1.3.1. For purposes of this agreement, administrative services shall be required, except as otherwise noted in Exhibit A, which is incorporated herein by reference.
2. City Department, Shared Supervision and Flexible Services Models. Law enforcement services provided to the City under this agreement shall be available to the City under a city department model, a shared supervision model, or a flexible services model, provided that the City must select any service that is required in accordance with Exhibit A.
- 2.1. City Department Model. Under the city department model, the level, degree and type of precinct/city services and the number of positions assigned to those services shall be determined by the City in consultation with the King County Sheriff or his/her designee.
- 2.1.1. Such positions shall be assigned to the City and shall be dedicated to work within the City limits, subject to responses to assist another jurisdiction or County police precinct according to mutually agreed-upon written criteria.
  - 2.1.2. The number of such positions assigned to the City will remain constant. The City recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including Phase I and Phase II recruits and personnel on long-term disability leave, vacation leave, sick leave or other leave. In accordance with Section 6.9, the transfer of personnel will be coordinated by the KCSO, in consultation with the City Chief Executive Officer or designee, to minimize the impact of potential vacancies.
  - 2.1.3. Support and administrative services shall be provided to the City at the level, degree and type as provided by the County in unincorporated King County, except as otherwise modified by

Section 6.3.

2.1.4. Additional support services may be purchased by the City and assigned for the sole benefit of the City, provided they are optional services as defined in Exhibit A.

2.2. Shared Supervision Model. Under the shared supervision model, the level, degree and type of precinct/city direct services (e.g., reactive patrol, precinct detectives, and City administrative sergeants) and the number of positions assigned to those services shall be determined by the City in consultation with the King County Sheriff or his/her designee. Precinct command and supervision shall be shared by the County and the City.

2.2.1. Such precinct/city direct services positions shall be assigned to the City and shall work within the City limits, subject to responses to assist another jurisdiction or County police precinct according to mutually agreed-upon written criteria.

2.2.2. The number of such positions assigned to the City will remain constant. The City recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including Phase I and Phase II recruits and personnel on long-term disability leave, vacation leave, sick leave or other leave. In accordance with Section 6.9, the transfer of personnel will be coordinated by the KCSO, in consultation with the City Chief Executive Officer or designee, to minimize the impact of potential vacancies.

2.2.3. Support and administrative services shall be provided to the City at the level, degree and type as provided by the County in unincorporated King County, except as otherwise modified by Section 6.3.

2.2.4. Additional support services may be purchased by the City and assigned for the sole benefit of the City, provided they are optional services as defined in Exhibit A.

2.3. Flexible Services Model. Under the flexible services model, base level law enforcement services will be provided to the City in proportion to the City's share of workload, unless the City enhances services as provided for herein or unless the City opts to provide its own precinct under Section 6.4.

2.3.1. Positions designated to provide precinct/city services to the City shall be dedicated to work within the precinct in which the City is located, subject to responses to assist another jurisdiction or KCSO precinct according to mutually agreed-upon written criteria.

2.3.2. Additional precinct/city services may be purchased at the discretion of the City and will be used in accordance with mutually agreed-upon protocols.

2.3.3. Additional support services may be purchased by the City for the sole benefit of the City, with the exception of any support service that is required in accordance with Exhibit A.

3. City Law Enforcement Services.

3.1. 2000 City Law Enforcement Services. Beginning January 1, 2000, the County agrees to provide to the City the level, degree and type of precinct/city and support services in accordance with Exhibit B, "Financial Exhibit" (Exhibit B), along with related administrative services.

3.2. Revisions to City Law Enforcement Services. In 2001 and thereafter, revisions to City law enforcement services shall be made in accordance with Section 4.

4. Compensation.

4.1. Development of Service Costs. The County shall develop service costs for each precinct/city, support, and administrative service provided by the KCSO .

4.1.1. Service costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, quartermaster,

overtime, supplies, services, telephone, motor pool, lease cars, systems services, insurance, equipment and associated administrative costs. If not already included, costs shall include adjustments for cost-of-living and inflation.

- 4.1.2. Service costs shall not include the cost of services that are required by state law, provided only within unincorporated King County, or supported by a dedicated revenue source, and services excluded from cost allocation at the discretion of the County. For the purpose of the agreement, such services and their associated administrative costs shall be considered non-chargeable.
- 4.1.3. Service costs shall reflect the deduction of revenues.
- 4.2. Development of Unit Costs. The County shall develop unit costs for each precinct/city and support service based on service costs developed in accordance with Section 4.1. Unit costs are listed in Exhibit A.
- 4.3. Calculation of City's Estimated Agreement Amount. Service costs and unit costs shall be the basis for calculating the City's estimated agreement amount. The City shall be charged for services on the basis of FTE's (full-time equivalents) or workload billing factors as outlined in Exhibit A.
- 4.4. City's Estimated Agreement Amount. The estimated agreement amount is shown in Exhibit B. The County agrees to revise this amount annually following the King County Council's adoption of the Annual County budget. The County will provide the City by March of the year for which the budget has been adopted a revised estimated agreement amount, if it is less than the amount shown in Exhibit B.
- 4.5. Mid-year Adjustment. Mid-year supplemental appropriations requested by the City will be reflected as adjustments in the current year estimated agreement amount.
- 4.6. The estimated agreement amount shall be billed monthly in 12 equal amounts. Payments shall be due within 30 days after invoicing by the County.
- 4.7. Revisions to City Law Enforcement Services and Agreement Amount. Beginning in 2000, by September 1, or the first working day thereafter, the County shall provide the City with an estimate of the subsequent year's unit costs and service data in the form of a revised Exhibit A and an estimate of the City's agreement amount for the same level of service for the subsequent year in the form of a revised Exhibit B. By September 15, or the first working day thereafter, the City shall notify the County of any changes in service or model for the subsequent year. By October 5, or the first working day thereafter, the County shall provide the City with the estimated agreement amount for the subsequent year based on the changes in service requested by the City, along with revisions to Exhibit B.
- 4.8. Limit on Annual Growth for Selected Expenditures. A cap on growth in charges shall be in place for the sum of the following group of items: quartermaster, supplies, services, telephones, capital, system services, printing, central county support services, insurance, and motor pool, except for vehicle purchase and fuel. The annual growth in the sum of these costs per FTE shall not exceed the growth in the previous July to June Urban Wage and Clerical Workers Index for greater Seattle. All other charges, including but not limited to any costs related to existing contractual obligations or labor contracts currently in negotiations, binding arbitration requirements, federal or state court mandates, federal or state law requirements, recommendations of the Oversight Committee that have a fiscal impact and are approved by the County, or any other costs determined by the full Oversight Committee to be beyond the County's control, shall not be subject to this cap.
- 4.9. Reports. The City will receive a monthly Overtime, Salary, Special Pay and Benefits Report that will include current and year-to-date expenditures for overtime, salary, special pay, and benefits. The report will provide a comparison between the actual expenditures and budgeted amounts based on the adopted March Cost Book and exhibits for the previous calendar year. The City will also receive monthly vacancy reports.

- 4.10. Application. The City hereby agrees to pay for discretionary overtime expenses separately. Only dedicated police and dedicated support staff overtime, salary, special pay, and benefit costs are covered by this section.
- 4.10.1. The City agrees to pay for actual overtime, salary, special pay, and benefit costs.
- 4.10.2. If the City has a population of under 20,000 and exceeds its budgeted amount for overtime, special pay, salaries, and benefits by more than five percent, it will have the option to pay the amount exceeding five percent over the subsequent two years. At least 50 percent of the balance must be paid in the second year after the overage occurs. The City is responsible for paying the overage that does not exceed five percent in the first year.
- 4.10.3. Upon termination of an Interlocal Agreement between the City and the County, the City is obligated to pay all incurred overtime, special pay, salaries, and benefits overage costs by the termination date.
- 4.11. Annual Adjustments. Annual adjustments will be made in March of each year in such a way that if the City has a positive balance at year-end of the previous calendar year, it will receive a credit, and if the City has a deficit, it will receive a debit in the subsequent monthly billing. All computations will be based on actual overtime, salary, special pay, and benefits costs.
- 4.12. Computation. The cost formula shall be calculated by totaling the actual costs of overtime, salary, special pay, and benefits of the City and reconciling that figure to the City's budgeted amount. The annual adjustment process would occur as described in Section 4.11.
- 4.13. Discretionary Overtime. It is the intent of the City and the KCSO to provide operational overtime when requested for special events, dignitary protection and unusual occurrences. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) working. Responses to events listed below are treated as if the event were occurring in any other jurisdiction, with the responsibility falling on that jurisdiction.
- 4.13.1. If the City requests and utilizes KCSO deputies on overtime for special events within the City, the actual deputy overtime expenditure will be billed to the City following the event. This billing will occur with the standard monthly billing, in accordance with Section 4.6. Examples include, but are not limited to, park patrol, parades, and community events.
- 4.13.2. If the City experiences a disaster or unusual occurrence that is confined within its boundaries and officer overtime is requested by the City Police Chief to stabilize the situation, the actual overtime expenditures will be billed only if disaster relief reimbursement funds are not approved. Examples of this include, but are not limited to, a plane crash, riot, or union strike.
- 4.13.3. In the case of a County, State, or National declared disaster for which overtime is required to manage the event, the overtime expense will be billed to the appropriate agency (e.g., FEMA). If reimbursement for overtime is not granted, then the City will be responsible for the direct overtime expense, less any mutual aid provided. Examples of this include, but are not limited to, flooding, windstorms, and sink holes.
- 4.13.4. In the event a dignitary requiring federal, state, or local protection visits a City, the City will determine if additional police response is needed. The City Chief Executive Officer, in consultation with the City Police Chief, will establish the level of service to be provided.
- 4.13.5. The KCSO Special Operations Section provides dignitary protection when the dignitary arrives in the County and assists in escorting the dignitary to the City. If the dignitary detail includes the US Secret Service, other Federal Government Agencies, or KCSO Special Operations, then the City is not responsible for expenses related to that detail. City expense is confined to meeting the City's established level of service for the dignitary visit, if overtime is incurred. Examples of dignitary protection services include, but are not limited to, traffic and crowd

control related to visits from the Office of the President of the United States and foreign dignitaries.

4.13.6. Billing Process: The City Police Chief will accumulate and code all special event overtime forms. The original form will be routed to payroll and a copy forwarded to the Contract Unit for billing preparation.

5. Decisions and Policy-Making Authorities. The County will provide the services identified in Exhibit B in accordance with the following:

5.1. Operational Decisions and Policy-Making Authorities. The respective authorities of the City and the County to make operational decisions and develop and implement policies shall be governed by the guidelines contained in Exhibit C, "Roles and Responsibilities of Contract Service Personnel" (Exhibit C).

5.2. City Police Chief. The City may designate a county officer assigned to the City to act in the capacity of the police chief, consistent with the guidelines contained in Exhibit C.

6. Special Provisions.

6.1. Use of Non-Sworn Personnel. The City and the County intend to increase the use of non-sworn personnel, and the parties agree that the following functions and positions, among others, can be considered by the Oversight Committee for civilianization: parking enforcement; warrant service; court liaison; crime scene technician; evidence transport; background investigations; records management; crime prevention; accident scene traffic director; missing children services; lost property services; vacation house checks; business watch; permitting; fingerprinting; abandoned vehicle tagging; park patrol; and prisoner transport.

6.2. City Purchases. As an alternative to using the County's routine supplies and equipment, the City may purchase routine supplies or purchase or lease any equipment for its own use, provided that prior written approval is obtained from the County and the equipment can be integrated into applicable County systems. Routine supplies and equipment include, but are not limited to, paper, copying machines, cellular telephones, and office furnishings. In the event the City has received County approval to purchase and/or lease any of these or similar items for its own use, the County will delete from the City's contract amount the full county charge for any items that otherwise would have been provided by the County. The County will not approve items it can provide at an equal or lower cost or that are not standard issue.

6.3. Hourly Charges for Optional Support Services. To the extent the City does not select one or more support services designated as optional, the County will not charge the City for those services. In the event that any of these services are deployed at the request of the City's Police Chief or his/her designee with the appropriate authority, the City agrees to pay the County for the service based on the hourly charges contained in Exhibit E, "Hourly Costs For Selected Services" (Exhibit E). The County intends to apply these charges to other jurisdictions, regardless of whether the jurisdiction has an agreement with the County for law enforcement services.

6.4. City Police Facility. A City that selects either a city or shared supervision model department may purchase or lease its own facility and provide for the operation and maintenance of said facility. The facility must meet or exceed all applicable city, state and federal codes and requirements. The facility must also adequately meet the space and security needs of permanently assigned KCSO personnel. The City will be responsible for all charges associated with the planning, design, construction, and/or renovation of the facility and property.

6.4.1. If the City provides a full-function police precinct as defined in Exhibit F, "Glossary of Terms" (Exhibit F) for all precinct personnel serving the city, the County will delete all applicable support, facilities, operation, and maintenance costs for city-assigned personnel. If the City

provides city police facilities that otherwise meet the full definition of a police precinct but house fewer than all precinct personnel serving the city, the County agrees to negotiate on a case-by-case basis an equitable reduction of charges to the City. This reduction of charges to the City shall equal the contract charges for facilities, support, operations and maintenance for the personnel housed in the city facility. In all cases, plans and cost adjustment for city police precincts, support and operations must be negotiated and agreed upon in writing in advance, and payment for police services must remain current within 30 days of billing by the County.

- 6.5. Use of City Facility by County. There may be situations when the County needs to lease space for personnel serving unincorporated King County from the City. When this situation occurs, the County and the City may choose to negotiate for the use of a city facility on a case-by-case basis.
- 6.6. Refund of Accrued Replacement Reserves. If the City has reimbursed the County for the initial purchase of any equipment prior to this agreement, or if the City has purchased equipment under the provisions of Section 6.2, and if the City chooses to terminate this agreement, the County agrees to refund to the City any accrued replacement reserves, and any accrued market rate interest, on such equipment, including vehicles, and transfer ownership of such equipment from the County to the City.
- 6.7. Exclusion of Replacement Charges for 800 MHz Radios. If the City or County chooses to terminate this agreement, the County agrees to transfer ownership of that number of radios determined to have been purchased by the 800 MHz Levy from the County to the City. The City agrees to assume responsibility for any service costs associated with continued use of the radios on the regional 800 MHz radio system, including the cost of subscriber access, reprogramming, and maintenance. All other police 800 MHz radios used in the City will revert to County ownership. The cost of additional radios shall be borne by the City.
- 6.8. Observation of Labor Negotiations. The City may participate with other cities that contract with the County for law enforcement services to select no more than two representatives to observe labor negotiations between the County and the collective bargaining units representing the employees of the KCSO, provided that such observers adhere to rules established by the County and the bargaining units for the negotiations.
- 6.9. Stabilization of Personnel. The County will coordinate transfers to minimize the time positions are vacant, as well as the impact of vacancies to cities.
  - 6.9.1. Deputies who have been with the City for less than 24 months will not be granted a lateral transfer except with the concurrence of the City Chief Executive Officer.
  - 6.9.2. Timing and replacement of city-assigned staff who are promoted to a position outside the city will be managed with the concurrence of the City Chief Executive Officer.
- 6.10. Assignment of Detectives. At the request of the City and to the extent feasible, as determined by the KCSO in consultation with the City members of the Oversight Committee, the County shall assign to the precinct incorporating the City detectives from the KCSO Criminal Investigation Division, with the exception of detectives in the Major Crimes Unit of the division.
- 6.11. Additional Training. The City may provide training for City precinct detectives to perform criminal investigations for any optional criminal investigation services. The cost of any such training shall be borne by the City.
- 6.12. Cost Effect of Service Decisions. The City's costs shall not be raised as a result of another city's decision regarding the level or makeup of services. The County reserves the right to eliminate services to fulfill this provision.
- 6.13. Requests for Support Services. The City Police Chief or his/her designee shall have the authority to request any support service provided to the City. If such request is denied, the commander in charge of the support service shall review the decision and provide a report to the City Chief Executive Officer



regarding the final determination.

- 6.14. City Identification. The City may select unique insignia and/or colors for uniforms and/or vehicles used by the deputies assigned to the City, provided that some form of the KCSO logo is retained on the uniforms and vehicles. To the extent that the annual quartermaster allowance exceeds the costs of routine replacement of uniform items, the allowance shall be applied to the costs of adding the insignia to the uniforms or replacing the uniforms with alternative uniforms. Additional costs related to the uniforms shall be borne by the City. However, whenever an officer leaves the City, either at the initiative of the County or of the officer, within 24 months or less after the assignment to the City, and the cost of outfitting the replacement officer in the City exceeds the City's annual quartermaster allocation, then the City and the County shall split the cost equally. The uniforms will be pooled by the KCSO quartermaster and reissued to new or existing City deputies. The City will retain items that were specially purchased by the City (e.g., bicycle uniforms). Each City is allocated a quartermaster budget calculated by multiplying the number of dedicated sworn personnel by the quartermaster cost per FTE as calculated in the costing book each year. If, at the end of the year, the City goes over its allocated quartermaster budget due to the additional cost of City-specific uniform items, those additional costs will be billed in the following year.
- 6.15. Start-up Costs. The City agrees to reimburse the County for salary and benefit costs incurred toward hiring deputies in the year prior to their being assigned to the City. These costs further described in Section 4.1 herein, shall be added to the total costs billed for year the deputies are assigned to the city and paid by the City according to this agreement.
- 6.16. Asset seizure. The KCSO Drug Enforcement (DEU) and Vice Units shall be the seizing entities for any asset seizure and forfeiture investigations involving drug-related offenses in violation of the Uniform Controlled Substances Act (RCW 69.50.505), violations of the Legend Drug Act (RCW 69.41), violations of the Money Laundering Act (RCW 9A.83), and/or any additional criminal or civil seizure statutes that may be applicable currently or in the future related, initiated by the City within its jurisdiction, or other cases initiated pursuant to asset seizure laws and under this agreement.
  - 6.16.1. The terms of this agreement apply to seizures and forfeitures that result from investigations initiated by, or with significant participation by, the City, regardless of whether the City contracts for DEU or Vice services.
  - 6.16.2. Seizures and forfeitures not initiated by, and without significant participation by, the City, are not covered by this agreement, and the City will not be provided a share of any forfeited funds.
  - 6.16.3. If there is a dispute as to the City's share of any forfeited funds, the person in charge of the DEU or Vice Unit and the City Police Chief will meet to attempt to resolve the matter. If this process does not result in a mutually-agreed upon resolution, the dispute will be handled in accordance with Sections 16 and 17 of this agreement.
  - 6.16.4. The KCSO will be responsible for gathering the proceeds from all relevant sales, for accounting for all seizures and forfeitures in conjunction with the personal and real property encompassed under the agreement, for submitting the 10 percent to the State of Washington in accordance with RCW 69.50.505 or making any other mandatory disbursement under the applicable statutes, and for distributing the remaining funds -- in equal shares -- to the parties. This distribution of remaining funds will occur after the KCSO has deducted any and all costs incurred related to the seizure and forfeiture. The final accounting of the seizure and distribution of funds will accompany the check the County writes to the City.
  - 6.16.5. Any properties, real or personal, forfeited to the KCSO pursuant to this agreement will be sold in accordance with RCW 69.50.505.
  - 6.16.6. Any funds distributed to the City will be used in accordance with RCW 69.50.505(i). By signing this agreement, the City acknowledges that it is solely responsible for familiarizing itself

with the authorized use of forfeited funds as stated in the applicable RCW Chapter. If the City uses forfeited funds in a manner contrary to the seizure statutes, the County may terminate the asset forfeiture provisions of this agreement with 24 hours notice.

- 6.16.7. The KCSO DEU has sole discretion over the manner in which cases will proceed, including the discretion to settle or dismiss a case if deemed appropriate, and whether assets forfeited will be sold or put into service.
- 6.16.8. Any and all property seized by and forfeited to the KCSO Drug Enforcement or Vice Unit, whether by order of the court, or accepted in settlement in conjunction with this agreement, will be divided in the same manner as indicated above.
- 6.16.9. The parties agree and acknowledge that the attorney assigned to the KCSO DEU does not have an attorney-client relationship with the City. If such an attorney-client relationship exists, it exists only between the KCSO and the attorney assigned to the KCSO Drug Enforcement Unit.
- 6.17. Business Plan Development (Strategic Plan): The KCSO will develop a multi-year police services business plan that includes the City in the process. This process would identify KCSO initiatives in advance of the budget year. The goals would be:
  - Document the long-term vision for the KCSO (3 to 5 year time frame); departmental mission and core business(s).
  - Identify strategic goals for accomplishing the vision; be action oriented with a strong emphasis on achieving practical outcomes.
  - Identify how customers will be served consistent with the vision and with limited financial resources.
  - Provide objectives, including performance measures, where available, that can be evaluated in the future.
- 6.18. Computers
  - 6.18.1. The KCSO will provide a laptop and appropriate accessories or a desktop computer to every dedicated and flex sworn FTE purchased by the City.
  - 6.18.2. The KCSO Computer Resources Unit will be responsible for the repair and maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program.
  - 6.18.3. Replacement computers will be furnished via the Computer Replacement Fund, approximately every three years. The City will be charged a monthly replacement fee based on the number of computers in the City. This annual cost will appear as a separate line in Exhibit B. If the City bought its own computers, it will receive the unspent balance of the replacement funds should the agreement be terminated.
  - 6.18.4. Annually, the County will estimate the purchase price of replacement hardware, software, accessories and tax. The monthly computer replacement cost will be calculated on a useful life of three years.
- 6.19. Fire Investigation
  - 6.19.1. For the year 2000, the City may purchase fire investigation services through this agreement. These services will be provided by the King County Department of Development and Environmental Services (DDES) Fire Marshall's Office by separate agreement with the KCSO. The cost for this service is shown on Exhibit B, and will be calculated in accordance with Exhibit G: "Arson Investigation Costing Model". Fire Investigation callouts will be in accordance with protocols outlined in Exhibit H: "Arson Investigation Call Out Protocols", unless superseded by new or revised protocols adopted by the Oversight Committee, DDES and affected fire agencies.

6.19.2. During the year 2000, the Oversight Committee will sponsor a series of discussions, to include the KCSO, DDES, the King County Executive, contract cities, Fire Agencies, and other cities receiving DDES Fire Investigation Services. The KCSO, in conjunction with DDES, fire agencies and the cities will be responsible for developing a work plan for Oversight Committee approval. The purpose of this work plan will be to identify options for the long-term provision of fire investigation services to city customers. The work plan may consider the following issues: call-out protocols, costing methods, service delivery and organizational issues. The intent of these parties is that the Oversight Committee will make a recommendation for future service delivery by October 31, 2000.

6.19.3. Day-to-day fire investigation operational issues will be handled at the lowest practical organizational level. This may typically include staff from the city police, fire agencies and DDES.

6.20. Police Investigations Information. The KCSO Major Accident Response and Reconstruction Unit (MARR) and other police investigative services under this agreement shall include providing the City access to all records related to investigations of traffic collisions within the City, upon request, as the records are completed or become available, including but not limited to State Traffic Collision Reports, photographs, diagrams, witness statements and victim(s) statements in the possession of the KCSO. Distribution of toxicology reports and autopsy reports will be controlled by RCW 46.52.065 and 68.50.105. If victims or witnesses identified in any police report or statement have not been interviewed by County personnel, City representatives will coordinate their interviews of these persons with the KCSO prior to contact to avoid prejudice to ongoing criminal investigations, including discussion of scope, timing and value of joint interviews. The KCSO and the City will name representatives to implement this section.

## 7. Reporting.

7.1. Reporting Districts. Reporting districts coterminous with the City boundaries will be maintained to enable accurate data collection on law enforcement services provided and criminal activity.

7.2. Notification of Criminal Activity. The City Police Chief, if designated, or the precinct commander will notify the City in the event of a significant criminal occurrence within the City.

7.3. Quarterly Reports. The County will report quarterly on criminal activity and on law enforcement services provided by major category of service as listed in Exhibit B.

## 8. Personnel and Equipment. The County is acting hereunder as an independent contractor so that:

8.1. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the County. Allegations of misconduct shall be investigated in accordance with Exhibit D, "Internal Investigations Protocol for Contract Cities" (Exhibit D).

8.2. Status of Employees. All persons rendering service hereunder shall be for all purposes employees of the County, except that the City may hire non-commissioned City employees to perform certain functions in conjunction with County police personnel.

8.3. Liabilities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the County hereunder shall be that of the County.

8.4. Provision of Personnel. The County shall furnish all personnel and such resources and material deemed by the County as necessary to provide the level of law enforcement service herein described.

8.5. Municipal Violations. KCSO commissioned personnel shall cite violations of municipal ordinances into the City's municipal court.

## 9. City Responsibilities. In support of the County providing the services described in Exhibit B, the City promises the following.

- 9.1. Municipal Police Authority. The City promises to confer municipal police authority on such County deputies as might be engaged hereunder in enforcing City ordinances within City boundaries, for the purposes of carrying out this agreement.
  - 9.2. Municipal Criminal Code. The City promises to adopt a criminal municipal code that incorporates, at a minimum, any portion of the Washington State criminal code defining a crime or crimes, which falls within the jurisdiction of the district or municipal court. This includes all misdemeanors and gross misdemeanors. Provided, that if the City fails to adopt, chooses not to adopt, or repeals such criminal municipal code, the City shall be responsible for reimbursing the County for all expenses associated with prosecution, adjudication, sentencing, and incarceration in any criminal case involving a crime that could have been included within a City municipal code.
  - 9.3. Special Supplies. The City promises to supply at its own cost and expense any special supplies, stationary, notices, forms, and the like where such must be issued in the name of the City.
10. Duration. This agreement is effective upon authorization and signature by both parties, except that services and charges shall commence on January 1, 2000. The agreement period shall continue until December 31, 2002, and may be extended until December 31, 2004 by consensus of the Oversight Committee. After the original or extended agreement period has elapsed, the agreement shall renew automatically from year to year unless negotiations for a new contract are initiated by the Oversight Committee, those negotiations are completed and a new contract is adopted, or unless either party initiates the termination process outlined herein.
11. Termination Process. Either party may initiate a process to terminate this agreement as follows:
- 11.1. Notice of Termination. The City may choose at some future time to provide law enforcement services other than through the County; similarly, the County may choose at some future time not to provide law enforcement services to the City. Any party wishing to terminate the agreement shall issue a written notice of intent not less than 45 days prior to issuing an 18-month written notice under section 11.2 of this agreement. Upon receipt of the written notice of intent, the City's Chief Executive Officer and the Sheriff shall hold a meeting, the purpose of which will be to understand the notice of intent including background of the reason(s), and a review of alternatives and impacts, among other matters. It is suggested that the Chair of the Oversight Committee be copied on any communication covered in this Section.
  - 11.2. Written Notice. After the 45-day period has run under Section 11.1 of this agreement, the party desiring to terminate the agreement shall provide at least 18 months written notice to the other party.
  - 11.3. Transition Plan. Within 120 days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the County to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the County. The overarching goal of the transition plan will be to ensure there is not disruption in service to the community as the providers change. This plan would include desired outcomes, project phases (including a preliminary transition plan development) and timelines, and project roles and responsibilities. Each party shall bear its respective costs in developing the transition plan and each will work cooperatively with the other party in the coordination of efforts. The transition plan shall identify and address the continuity of professional and quality police services before, during and through the transition period. The transition plan shall also identify and address any personnel, capital equipment, workload and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.
  - 11.4. Termination and/or Interest Charge. In the event the City fails to make a monthly payment within 60 days of billing, the County may charge an interest rate within two percentage points of the interest rate on the monthly County investment earnings. In addition, in the event the City fails to make a monthly payment within 120 days of billing, the County may terminate this agreement with 90 days written

notice.

11.4.1. If the City and County are in disagreement over a portion of the bill, the City can withhold the disputed portion of the bill by placing the amount in escrow and following the process outlined in Section 16.3 for resolution of agreement dispute issues.

11.4.2. The County will not charge interest on the disputed portion of the bill nor will it begin the termination process as outlined in section 11.4 so long as the City follows the process outlined in 11.4.1 and pays the non-disputed portion of the bill within 60 days of billing.

## 12. Indemnification.

12.1. City Held Harmless. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

12.2. County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

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

12.4. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

13. Non-discrimination. The County and the City certify that they are Equal Opportunity Employers. The County has developed and implemented Affirmative Action Programs in accordance with the guidelines in Revised Order 4 of the United States Department of Labor. The City will develop and implement Affirmative Action Programs that meet the applicable federal standards.

14. Audits and Inspections. The records and documents with respect to all matters covered by this agreement shall

be subject to inspection, review or audit by the County or City during the term of this agreement and three (3) years after termination.

15. Amendments. This agreement may be amended at any time by mutual written agreement of the City, the King County Sheriff, and the King County Executive, provided that any such amendment must be approved by the Oversight Committee pursuant to section 17.2.4 of this agreement.

16. Agreement Administration.

16.1. Agreement Administrators. The City Chief Executive Officer and the City Police Chief, if designated, or the precinct commander shall serve as agreement administrators to review agreement performance and resolve operational problems. The agreement administrators will meet at least quarterly with either party authorized to call additional meetings with ten days written notice to the other.

16.2. Referral of Unresolved Problems. The City Chief Executive Officer shall refer any police service operational problem, which cannot be resolved, to the King County Sheriff. The Sheriff and City Chief Executive Officer shall meet as necessary to resolve such issues. Unresolved problems shall be referred to the Oversight Committee.

16.3. Agreement Dispute Issues. Agreement dispute issues involving agreement language interpretation, cost, and other non-operational matters shall be referred to the Sheriff, the Chair of the Oversight Committee, the King County Executive's representative to the Oversight Committee, and the affected party or parties to review and resolve. In the event that the dispute involves the city of the Oversight Committee Chair, the Oversight Committee will designate an alternate City Chief Executive Officer to serve as Chair of the Oversight Committee for the purpose of resolving the specific issue. Any unresolved problems shall be referred to the Oversight Committee as a whole.

17. Agreement Oversight.

17.1. Oversight Committee. The City and the County agree to establish an Oversight Committee consisting of the chief executive officers, or their designees, of the cities that contract with the County for law enforcement services, the King County Sheriff, one person designated by the County Executive, and one person designated by the chair of the King County Council's Law, Justice and Human Services Committee, or its successor.

17.2. Scope of Committee. The committee shall meet at least bi-monthly to ensure the parties comply with the provisions of this agreement, including the administration of the agreement and the management and delivery of police services under the agreement.

17.2.1. In addition, the committee shall establish performance measurements, standards, and benchmarks for evaluating the quality of the County's police services. These performance measures shall be developed in cooperation with the Cities that contract for police services. Focus of these measures shall be based on outcome measurements for effectiveness and efficiency as identified by the City Chief Executives and the Sheriff. The County shall work with the City, if desired, to develop a range of options by July 2000, or a later mutually agreed-upon date.

17.2.2. The City's member of the Oversight Committee may make recommendations on any issue affecting agreement costs and conditions, such as the budget for the KCSO, personnel recruitment, training and standards, and collective bargaining issues. These recommendations may reflect approval or disapproval of any County proposal relating to these issues and shall be submitted to the County Executive, County Council, and/or City Council as appropriate. The County shall provide a written report on the outcome of these recommendations.

17.2.3. If an operational problem or agreement dispute is referred to the Oversight Committee pursuant to sections 16.2 or 16.3 of this agreement, the Oversight Committee will meet and attempt to

resolve the problem or dispute. If the Oversight Committee is unable to resolve the problem or dispute, this agreement shall be construed in accordance with the laws of the State of Washington.

17.2.4. The Oversight Committee is responsible for approving amendments to this agreement, which are first agreed to by the City, the King County Sheriff, and the King County Executive. A majority of a quorum of the Oversight Committee will constitute approval of a proposed amendment.

18. Entire Agreement/Waiver of Default. The parties agree that this agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such through written approval by the County, which shall be attached to the original agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY

City of \_\_\_\_\_

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

\_\_\_\_\_  
Chief Executive Officer

Approved as to Form

Approved as to Form

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

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

**EXHIBIT A:  
KING COUNTY SHERIFF'S SERVICES  
(COSTING BOOK)**



**EXHIBIT B:  
FINANCIAL EXHIBIT**

**EXHIBIT C**  
**ROLES AND RESPONSIBILITIES OF CONTRACT SERVICE PERSONNEL**

**I. ROLES AND RELATIONSHIPS**

A) COMMISSIONED PERSONNEL

- 1) Contract service police chiefs, as well as other commissioned personnel, will be responsive to the public safety needs of the contracting entity, as well as its officials, residents, and/or population served.

B) CONTRACT POLICE CHIEF (CITY POLICE CHIEF FOR CONTRACT CITIES)

- 1) Command Structure
- (a) Reports directly to Precinct Commander
    - (i) If the contract police chief is a KCSO Major, then he or she shall report directly to Division Chief
    - (ii) Works at the direction of the City Chief Executive Officer or contract manager/administrator, and in compliance with KCSO policy, procedures, and directives.
- 2) Title/Insignia
- (a) Police chiefs shall wear one star on each collar point signifying their role as “Police Chief” of a contracting entity . Regardless of KCSO rank, contract chiefs will be addressed as “Chief of Police” in public settings, such as city council meetings, public meetings, and contract service staff meetings.
- 3) Interaction with Contracting Entity
- (a) The police chief shall interact with contract entity staff and officials in accordance with RCW 35.18.110
  - (b) The police chief shall discuss and agree upon protocols for routine, daily interactions with the contract service CEO or manager/administrator as deemed appropriate by the contracting entity.
  - (c) The police chief shall function as a department head within the contracting entity's organizational structure, and is expected to conduct himself or herself in a manner that supports and maintains trust in the contracting entity.
  - (d) At the direction of the contract service CEO or manager/administrator, and as needed, the police chief shall attend and participate in the contracting entity's staff and council meetings, and official functions, celebrations, and commissions. As requested by the CEO or manager/administrator and as needed, the police chief will also represent the contract service police department at community meetings and functions.
  - (e) The Police Chief is the City’s Director of Police Services and represents the Chief Executive Officer of the City for all law enforcement matters in the community/City. This may include working with other relevant City departments and or other public agencies (e.g. courts, schools, etc.) on behalf of the City.
  - (f) The KCSO views the Contract Cities as customers and will maintain a customer service orientation to managing the contracts. Consistent with this philosophy Police Chiefs are expected to represent the City’s point of view, consider City needs in carrying out their duties and advocate on behalf of their City similar to other City departmental directors.
- 4) Duties
- (a) Supervision Received:
    - (i) KCSO command staff maintains authority and responsibility over police chiefs and the precinct.
    - (ii) In the event a contracting entity's procedure, policy, goal or operation differs from that of the KCSO, that entity shall negotiate with the KCSO to reach a final determination.
    - (iii) The entity's Chief Executive Officer or manager/administrator shall have the general duty and responsibility of providing the assigned police chief with general direction relative to the furnishing of law enforcement services to the contracting entity.

- (iv) The police chief shall maintain communication between command structures to ensure that changes in the KCSO are agreeable to the contracting entity and that changes in the entity are agreeable to the KCSO.
- (b) Duties Include:
- (i) Operations
  - (ii) The police chief shall direct overall Contract City service police operations, ensuring law enforcement services within the City.
  - (iii) The police chief shall analyze operations and develop plans to manage resources and ensure effective and efficient delivery of services.
  - (iv) The police chief shall oversee the implementation of all policies and procedures relating to police services that are established by the contracting entity, and shall provide to the KCSO any written information relative to police services created by the entity. The chief shall notify the KCSO of all procedures that differ from KCSO policies and procedures.
  - (v) The police chief shall utilize analysis of crime data to establish a plan for deploying resources to address identified needs.
  - (vi) The police chief shall coordinate police activities for the contracting entity, including hours of operation and contract-specific protocols and procedures.
  - (vii) The police chief shall prepare, in coordination with the King County Sheriff's Office Contract Unit, a budget for the contract police department.
  - (viii) The police chief shall coordinate the response of support services used for law enforcement for the contracting entity (e.g., CID, Special Operations).
  - (ix) The police chief shall establish policies and protocols for the response of services that are not purchased by the entity in advance (e.g., optional services).
  - (x) The police chief shall notify the contracting entity's CEO or manager/administrator of any use of support services that were not purchased in advance upon their deployment for enforcing laws for the contracting entity.
  - (xi) The police chief shall notify the contracting entity's CEO or manager/administrator of all major crimes or incidents.
- 5) Goals, Objectives, and Performance Indicators
- (a) The police chief shall establish goals and objectives for contract police services in conjunction with the City Chief Executive Officer that reflect the specific needs of the contracting entity. The chief shall also identify performance indicators for the entity to measure the established goals and objectives.
  - (b) The police chief shall oversee the implementation of all KCSO policies and procedures within the contract services, and maintain a copy of current police procedures on file at the entity's chosen central location for the entity's reference. The chief shall notify the entity's CEO or manager/administrator of any KCSO procedures or changes that either supplement or affect the entity's established goals and objectives for police services.
  - (c) The police chief shall review the entity's performance indicators for police services against the stated goals and objectives, and shall report to the CEO or manager/administrator on progress of goal attainment.
- 6) Personnel Management and Training
- (a) The police chief shall establish standards of performance for officers assigned to the contracting entity.
  - (b) The police chief shall identify areas of supplemental training for officers assigned to the entity, and make recommendations to the KCSO for supplemental training. The chief shall also make recommendations to the contracting entity's CEO or manager/administrator for training not provided by KCSO.
  - (c) The police chief shall periodically review the performance of officers assigned to the contracting

entity and report to entity's CEO or manager/administrator and precinct command staff or Division Chief any recommendations for performance improvement.

- (d) The police chief shall perform selected roll calls of contract-assigned officers.
- (e) The police chief shall coordinate and direct duties of officers assigned to the contracting entity as specific needs arise, and as requested by entity's CEO or manager/administrator within the context of established policies and procedures. The chief shall report to the precinct any changes in duty of contract-assigned officers.

**C) CONTRACTING ENTITY POLICE MID-MANAGER**

- 1) Command Structure
  - (a) The mid-manager shall report directly to police chief
  - (b) The mid-manager shall function as "Acting Police Chief" in the absence of the police chief
- 2) Title /Insignia
  - (a) The mid-manager shall wears appropriate rank insignia on contract entity uniform consistent with KCSO rank
- 3) Interaction With Contracting Entity
  - (a) The mid-manager shall interact with contracting entity staff and officials in accordance with RCW 35.18.110
  - (b) The mid-manager shall function as a police department mid-manager within contracting entity structure and shall present himself or herself in the community in a manner that supports and maintains trust in the contracting entity.
- 4) Duties
  - (a) The mid-manager shall directly assist police chief in carrying out duties outlined in I.B(4)

**D) FIRST LEVEL SUPERVISOR/LINE OFFICERS/DETECTIVES/STAFF**

- 1) Command Structure
  - (a) These individuals shall report directly to the police chief, mid-manager, or supervisor as appropriate.
- 2) Title/Insignia
  - (a) These individuals shall wear rank insignia on uniform consistent with KCSO rank
- 3) Interaction With Contracting Entity
  - (a) These individuals shall interact with contracting entity staff and officials in accordance with RCW 35.18.110
  - (b) These individuals shall present themselves in the community in a manner consistent with being a member of the entity's staff and in a manner that supports and maintains trust in the contracting entity.
- 4) Duties
  - (a) Will be commensurate with other KCSO assignments

**II. AUTHORITY**

- A) The contracting entity police chief shall have authority commensurate with his or her responsibility, which is recognized internally and externally.
- B) Issues that fall within the purview of the police chief of a contracting entity
  - 1) Prioritization of reactive patrol time
  - 2) Awards Program
  - 3) Travel and Expense Guidelines
  - 4) False Alarm Ordinances/Response
  - 5) Impound Procedures
  - 6) Community Policing
  - 7) Crime Prevention Standards

- 8) Additional Training
  - 9) Supplemental Reports
  - 10) Incident Notification Policies
  - 11) Job Description of Supplemental full-time employees (FTE's)
  - 12) Expenditure of the contracting entity's police budget
  - 13) Direct access to department support services
  - 14) Staffing assignments and deployment within confines of dedicated City positions
  - 15) Prioritize meeting attendance (meetings for the contracting entity take priority over county meetings; county meetings will be kept to a minimum and conducted as efficiently as possible)
  - 16) Authorization of support services.
  - 17) Use of volunteers and volunteer programs (except reserve officer).
- C) Issues that must have input and approval from the King County Sheriff's Office
- 1) Accident Response Criteria
  - 2) Court Attendance Policies
  - 3) Call-out Procedures
  - 4) Uniform/Equipment/Vehicles (including appearance regulations)
  - 5) Reserve Program
  - 6) Communications Center Procedures
  - 7) Traffic Enforcement Policy and Procedures
  - 8) K-9 Response Policy
  - 9) Response Priorities
  - 10) Shift Hours
  - 11) Specialty Unit Personnel Selection (Street Crimes Units, Crime Prevention, D.A.R.E., etc.)
  - 12) Prioritization of Precinct Detective Unit Workload
- D) Issues that fall within the purview of the KCSO and must be consistent between the King County Sheriff's Office and the contracting entities.
- 1) Pursuit Policy
  - 2) Seized Property
  - 3) Basic Skills Training
    - (a) Emergency Vehicle Operations; Firearms (Include Reviews)
  - 4) Use of Force
  - 5) Off-Duty Work
  - 6) Field Training Officer Program
  - 7) Personnel Evaluation System/Annual Performance Evaluation
  - 8) Internal Investigations Unit Policies & Procedures
  - 9) Reporting Forms
  - 10) Hostage Negotiations and Tactical Team Deployment
  - 11) Alternative Work Schedules
  - 12) Standards of Conduct
  - 13) Arrest Warrant Policies
  - 14) Labor Contracts (4)
  - 15) Supervisory Standards
- E) Issues governed exclusively by KCSO policies & procedures:
- 1) DV Response
  - 2) Search & Rescue
  - 3) Civil Process
  - 4) Landlord - Tenant Policies
  - 5) Abandoned/Unclaimed Property

- 6) Training
- 7) Basic Law Enforcement Training Academy
- 8) BAC - State
- 9) First Aid - L&I
- 10) CPR - L&I
- 11) Computer Info Access Training
- 12) Airborne/Bloodborne Pathogens
- 13) OSHA/WSHA/EPA Requirements
- 14) King County Code of Ethics
- 15) Public Disclosure and Records
- 16) Gun Permits and Concealed Pistol Licenses
- 17) Federal Labor Standards Act
- 18) Family Leave and Benefits Policies
- 19) Americans with Disabilities Act
- 20) Civil Service Rules
- 21) King County Career Service Rules
- 22) EEOC Guidelines/Requirements
- 23) Discipline

### **III. INCENTIVES/REWARDS**

- A) Contracting entities may award incentives or other recognition within existing guidelines, ethics guidelines, department rules and contract language, interlocal agreements and the award systems of the entity, KCSO and county.

### **IV. COMMITMENTS, TRANSFERS, and PROMOTIONS**

- A) KCSO staff requesting assignment to a contracting entity will make a two-year commitment to work as a member of the entity's police force, except in cases of promotion or other special circumstances. Such special circumstances require the concurrence of the entity's CEO or manager/administrator and applicable KCSO Division Chief.
- B) The transfer of personnel affecting the entity's police force will be coordinated by the KCSO, in consultation with the entity's Police Chief, to minimize the impact of potential vacancies. The number of the entity's vacant positions will be managed with a goal of achieving proportionality with the total number of vacant positions in the KCSO.
- C) Contracting entities may not make de facto promotions by their selection of personnel except in instances in which a pool of candidates is made available for selection by the KCSO.

### **V. STATISTICAL REPORTS**

- A) Whenever possible, reports shall be generated by the Research, Planning, and Information Services Unit.
- B) All reports will be routed through RP&IS Unit.
- C) A courtesy copy of all unique reports that are generated by contract police departments will be sent to RP&IS Unit.
- D) Reports will include footnotes identifying the source of the information.
- E) Service enhancement proposals will be routed through RP&IS Unit.

### **VI. SHARED SUPERVISION PROTOCOL**

- A) The City's Police Chief is responsible for police services within the City. If desired by the City, the City Police Chief, Precinct Commander and appropriate staff shall develop an agreement that addresses in-City Precinct directed field services.
- B) Dedicated City officers will be assigned to respond to calls within the City in line with City protocols, and consistent with section II of this document.

## **EXHIBIT D: INTERNAL INVESTIGATIONS UNIT PROTOCOLS**

### **I. POLICY STATEMENT**

- A) It is the desire of the Internal Investigations Unit (IIU) to be responsive to the needs of the Contract Cities, be sensitive to the rights of the individuals involved, and to comply with statutes, case law, and collective bargaining agreements that govern internal investigations.

### **II. COMPLAINTS OF PERSONNEL MISCONDUCT RECEIVED IN THE CONTRACT CITY**

- A) Current KCSO policy requires that members refer the complainant to IIU or notify a supervisor. Supervisors who become aware of a complaint shall conduct a preliminary investigation and forward the results to their commander. IIU will ensure that the City Police Chief is made aware of complaints of significant misconduct in their City at the earliest practical time. The City Police Chief will ensure that the Chief Executive Officer is informed of all complaints of significant misconduct at the earliest practical time.
- B) City staff and councilmembers may receive complaints of Department personnel misconduct. These complaints should be referred to the Chief Executive Officer or designee who in turn will pass on to Precinct Commander/City Police Chief, an on duty supervisor, or IIU depending on the time of day, the availability of a supervisor, or the seriousness of the complaint.

### **III. COMPLAINTS OF PERSONNEL MISCONDUCT RECEIVED IN IIU**

- A) Complaints received in the Internal Investigations Unit concerning personnel assigned to a contract city or incidents that occur within the City, will be investigated according to current policy. The IIU Commander, or designee, shall notify the affected Precinct Commander/City Police Chief of the complaint as soon as practical.
- B) The criteria for case assignment to the precinct/city for investigation shall be consistent with current KCSO Policy. General Order 10.40.135, identifies the following types of investigations that will remain with IIU for follow-up:
  - 1) When sustained, could result in termination or demotion
  - 2) Where criminal conduct is involved
  - 3) When there are controversial or newsworthy circumstances
  - 4) Any complaint the Commander deems appropriate to be investigated by IIU
  - 5) Any complaint the Sheriff directs IIU to investigate
- C) The Internal Investigations Unit reviews all "Use of Force Reports", and investigates complaints of excessive force.

### **IV. INVESTIGATION OF PERSONNEL MISCONDUCT**

- A) Investigations of alleged personnel misconduct shall be conducted in accordance with General Orders Manual, Section 10, Personnel Complaint Manual and General Orders Manual 3.01.000, Investigation of Personnel Misconduct.
- B) Completed investigations conducted at the Precinct or City level shall be reviewed by the Precinct Commander/City Police Chief and forwarded to IIU through the Chain of Command.

### **V. INFORMATION PROVIDED TO THE CHIEF EXECUTIVE OFFICER**

- A) Chief Executive Officers shall be notified of complaints of misconduct involving KCSO personnel assigned to the City or of incidents that occur within the City. This notification may come from either the Precinct Commander or the City Police Chief.

- B) Results of the investigation will be shared with the Chief Executive Officer, as soon as practical, but the investigative file may not be copied in accordance with case law. Specific discipline for sustained complaints emanating from the member's assignment to the City will be disclosed to the Chief Executive Officer.
- C) Written correspondence to the complainant will originate from the KCSO. City letterhead with the signature block, "Commander, Internal Investigations Unit" may be used rather than the KCSO letterhead. The City letterhead option is available for the City, but not required.

VI. GRIEVANCE PROCEDURES

- A) KCSO members may file a grievance concerning the findings or discipline as the result of a complaint investigation according to the current collective bargaining agreement.
- B) Local, State, and Federal statutes; case law; and the member's collective bargaining agreement govern the grievance procedure.



**EXHIBIT E:  
HOURLY COSTS FOR SELECTED SERVICES**

## **EXHIBIT F**

### **GLOSSARY OF TERMS**

#### **Absence**

The state of being absent from one's assigned duties for a period of time though funds, in most cases, continue to be expended.

#### **Absent without leave**

Absent without authorization.

#### **Administrative Sergeant**

Reports directly to the City's Commanding Officer (Captain or Major) and assists in carrying out the commander's duties; functions as "Acting Police Chief" in the absence of the City Police Chief; wears appropriate rank insignia on city uniform consistent with KCSO rank; interacts with the city staff and city council members in accordance with RCW 35.18.110; and; is expected to present her/himself in the community in a manner that supports and maintains trust in the contract city government and staff.

#### **Alternative shift schedules**

Subject to negotiation, this includes flex time (an employee's shift starting time may vary up to 4 hours from normal).

#### **Audit**

A formal examination of the KCSO's accounts or financial situation; a methodical examination and review.

#### **Backfill**

Staffing a patrol district with some one other than the normally scheduled deputy due to a planned or unplanned absence.

#### **Benefits**

Medical, dental, unemployment, A & D and life insurance, retirement plans; and vacation, sick and holiday pays.

#### **Bereavement Leave**

Up to 3 days leave with pay that can be used when a member of one's immediate family passes away.

#### **BLET/BLEA**

Basic Law Enforcement Training/Academy (720 hours).

#### **Captain**

Appointed by the Sheriff from a certified eligibility list provided by the King County Civil Service Commission and subordinate to the rank of Major.

#### **Car Per Officer (CPO)**

Take home vehicles assigned to department members.

#### **Career Service Employee**

An employee who is appointed to a career service position as a result of a competitive examination process.

#### **Chief**

See "Contract City Police Chief" below.

#### **Chief (Division)**

Appointed by the Sheriff with the consent of the County Council and subordinate to the rank of Sheriff.

### **City Department Model**

Under the city department model, the level, degree and type of precinct/city services and the number of positions assigned to those services shall be determined by the City in consultation with the King County Sheriff or his/her designee. For precinct level services, operates as a stand alone model.

### **City Police Precinct**

To qualify as a City Police Precinct, the following minimum standards must be met:

- meet or exceed all applicable city, state and federal codes and requirements.
- provide sufficient secure office space to accommodate all personnel permanently assigned to the precinct.
- provide appropriate locker and shower/restroom facilities for all male and female assigned staff.
- provide adequate secure, fenced parking for police vehicles.
- provide at least two separate holding cells that meet all county, state and federal codes for temporarily segregating and detaining male/female and juvenile/adult prisoners.
- provide a private, secure entrance through which prisoners can be moved in and out of the holding cell area.
- provide two interview rooms and a meeting/roll-call room.
- provide a permanent evidence storage room and additional safe, secure storage for small arms ammunition, explosives, flammable materials and other hazardous substances.
- provide a secure area in which to air dry wet evidence prior to packaging.
- provide a connection to the county WAN and other applicable telecommunications systems infrastructure that meets or exceeds county standards.
- provide concealed pistol permit and other administrative services to the public at the city police precinct or other city facility.

### **Civil Service Employee**

An employee who is appointed to a (government) civil *service* position as a result of a competitive examination process.

### **Clothing Allowance**

Deputies not required to wear a uniform for at least one full month receive additional pay while so assigned.

### **Commissioned**

Sworn officers/deputies.

### **Communications Center**

Provides emergency telecommunications services between citizens and appropriate public safety agencies on a 24 hour a day basis including a Computer Assisted Dispatch (CAD) system that allows operators to dispatch sworn officers and non-sworn community service officers (CSO's) to calls for police services and take some types of incident reports via the telephone.

### **Community Service Officer (CSO)**

Non-sworn, uniformed staff who do not have arrest authority.

### **Compensatory time**

Time off that is granted with pay in lieu of pay to FLSA-overtime eligible employees for work performed either on an authorized overtime basis or on a holiday that is normally scheduled as a day off.

### **Contract City Police Chief**

Reports directly to Precinct Commander (if Major, directly to Division Chief); works at the direction of city manager/administrator and in compliance with KCSO Policy, Procedures & Directives; Interacts with city staff and council members in accordance with RCW 35.18.110; Functions as a department head within the contract city structure. KCSO ranks that qualify for the chief's position are determined by city population: Sergeant – less than 20,000: Captain – greater than 20,000: cities choosing the full city model department may select a Major as chief.

**Court overtime**

Deputies are compensated for court appearances, pre-trial hearings or conferences at the county overtime rate stated in the Collective Bargaining Agreement, Article 8, Section 3.

**Dedicated staff**

Personnel regularly assigned to a contract city.

**Deputy (Officer)**

Appointed by the Sheriff from a certified eligibility list provided by the King County Civil Service Commission and subordinate to the rank of Sergeant.

**Disability**

A person is considered to have a “disability” if s/he has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment.

**Discretionary training**

Training not mandated by federal, state or county regulations.

**Dispatched calls for service (DCFS)**

Police details that are initiated through the communications center.

**Educational incentive pay**

Additional pay commensurate with an employee's education.

**Fair Labor Standards Act (FLSA)**

A law governing compensation for hours worked/overtime.

**Family Leave**

Paid absence to care for a child, spouse or parent with a serious health condition (employees may receive up to 6 days paid leave per year to be used in lieu of sick leave for family care purposes).

**Family Medical Leave Act (FMLA)**

**Federal Emergency Management Agency (FEMA)**

**Field Training Officer (FTO)**

An experienced deputy with special training used to train and evaluate recruit officers.

**Field Training Program**

An organized training program and standardized evaluation process for recruit officers to ensure that each candidate has an equal opportunity to succeed.

**Field Training Sergeant**

Assists in the FTO selection process, monitors recruit and FTO performance; initiates, schedules, monitors and documents any special recruit training assignments; completes weekly evaluation reports of reach Phase II recruit, schedules and chairs Alternate Week Evaluation meetings.

### **Flexible Services Model**

Under the flexible services model, base level law enforcement services will be provided to the city in proportion to the City's share of workload.

### **Hazardous duty pay**

Additional pay given to a deputy while serving in one of the following assignments: helicopter, bomb disposal, motorcycle, scuba diver, K-9, TAC-30, patrol, clandestine drug lab team.

### **Lateral Academy**

Recruit training for lateral entry officers.

### **Lateral entry deputy/officer**

A deputy hired with prior law enforcement experience.

### **Leaves of absence**

Governed by R.C.W. 41.14.160 and King County Ordinance 3.12.250.

1. Precinct or Section Commanders may grant up to twenty-four (24) hours of leave without pay for their Department members under their command.
2. Leaves without pay over twenty-four (24) hours may only be granted by the Sheriff.
  - A) Leaves without pay for periods of more than one (1) month shall also be approved in writing and in advance by the Director of the Office of Human Resource Management.
3. Department members shall obtain the appropriate memorandum form from the Personnel Unit, and complete either:
  - A) Medical leave of absence (other than maternity); or
  - B) Medical leave of absence (maternity).

### **Leave with pay**

Authorized time off with pay - examples include vacation, compensatory time, and parental leave.

### **Leave without pay**

Any absence of an employee from duty without compensation.

### **LEOFF 1**

Law Enforcement and Fire Fighters Retirement System (Prior to October 1, 1977).

### **LEOFF 2**

Law Enforcement and Fire Fighters Retirement System (Since October 1, 1977).

### **Limited commission (also called a special commission)**

Grants a deputy specific duties within a specified area.

### **Longevity pay**

Additional pay given for length of service.

### **Major**

Appointed by the Sheriff with the consent of the County Council and subordinate to the rank of Division Chief.

**Managing Patrol Performance (MPP)**

A computer based patrol staffing model.

**Mandatory training**

Training that is mandated by state or federal regulations (i.e., Firearms, EVOC, Hazmat, First Aid and CPR).

**Master Police Officer (MPO)**

A non-civil service position appointed by a Selection Committee BI-annually from an eligibility list meeting the criteria in KCSO General Orders Manual Section 1.06.000 and subordinate to the rank of Sergeant.

**Media Relations Officer (MRO)**

Deputy chosen to be responsible for organizing all media interactions.

**Military leave**

Leave of absence with pay for active military duty.

**Non-chargeable services**

Services generally deployed county-wide and not charged under the contract for legislative or policy reasons.

**Non-commissioned**

Non-sworn personnel.

**Officer**

See Deputy

**Parental leave**

Leave of absence to care for a newborn child, a newly adopted child or a newly placed foster child.

**Permanent (Regular) assignment**

Normal duty station.

**PERS 1**

Public Employees Retirement System (Prior to October 1, 1977).

**PERS 2**

Public Employees Retirement System (Since October 1, 1977).

**Phase I Recruit**

A deputy who is attending the Basic Law Enforcement Academy or one of the Pre or Post BLEA courses.

**Phase II Recruit**

A deputy who, after successful completion of the Basic Academy, is assigned to a precinct for field training for three months with a series of three Field Training Officers (FTO's).

**Phase III Recruit**

A deputy who successfully completes Phase II will be assigned to a district as a one-person unit/car under the supervision of a MPO (recruits will have special training assignments and receive monthly observation reports).

**Phase IV Recruit**

A deputy who, after 12 months of employment, is working safely, skillfully and effectively as a “competent police officer” (the deputy is assigned a MPO mentor through the end of his/her probationary time, but no longer has monthly observation reports).

**Post BLET/BLEA**

Post Basic Law Enforcement Training/Academy.

**Pre BLET/BLEA**

Pre Basic Law Enforcement Training/Academy.

**Premium pay**

Additional pay for specialty assignment.

**Promotion**

The movement of an employee to a higher rank.

**Quartermaster**

A sergeant who provides uniforms and equipment for department personnel.

**Retirement**

Completing employment/service as administered and in accordance with the provisions of RCW Chapter 41.40.

**School Resource Officer (SRO)**

A deputy who provides a school-based community policing presence at primary and secondary schools.

**Shared Supervision Model**

Under the shared supervision model, the level, degree and type of precinct/city direct services (such as reactive patrol, precinct detectives and city administrative sergeants, for example) and the number of positions assigned to those services shall be determined by the City in consultation with the King County Sheriff or his/her designee (Precinct command and supervision shall be shared by the County and the City). Patrol and other precinct staff may be dedicated to the City, but line supervision and other staff are shared with the rest of the precinct.

**Sheriff**

Elected Chief Executive of the King County Sheriff’s Office.

**Sick leave**

Paid leave of absence from work due to employee or family member’s illness.

**Transfer**

Movement of an employee from one position to another position that has the same or comparable job classification and salary.

**Temporary assignment/position**

An assignment/position that is not a regular assignment/position and includes probationary period or provisional appointment.

**Termination**

Separation of employment as a result of discharge, resignation, retirement, reduction in force, or death.

**Vacancy**

A position which is empty, unfilled, or unoccupied such that no funds are being expended.

**Washington State Criminal Justice Training Center (WSCJTC)**

Commonly referred to as the “Academy”, the WSCJTC is located in the City of Burien, and serves as the primary training site for western Washington police recruits.



**EXHIBIT G**  
**ARSON INVESTIGATION COSTING MODEL**

**ARSON SERVICE TO CITIES**  
**SUMMARY OF ESTIMATED COSTS FOR AVERAGE**  
**OF 3 CALCULATION METHODS**

Updated for Cities participating as of 03/03/00

<i>Jurisdiction</i>	<i>Percent Based on Hours Share</i>	<i>Percent Based on Value Share</i>	<i>Percent Based on Incident Share</i>	<i>\$ Share Average of Three Methods</i>	<i>Percent Average of Three Methods</i>
Black Diamond	1.3%	1.4%	0.9%	\$1,469	1.2%
Burien	20.4%	15.4%	18.0%	\$22,007	17.9%
Carnation	0.2%	0.2%	0.4%	\$349	0.3%
Covington	9.5%	4.3%	9.9%	\$9,703	7.9%
Des Moines	3.2%	4.1%	1.6%	\$3,666	3.0%
Duvall	0.1%	1.2%	0.9%	\$896	0.7%
Enumclaw	1.0%	7.4%	1.8%	\$4,208	3.4%
Kenmore	7.5%	8.9%	12.4%	\$11,783	9.6%
Maple Valley	3.7%	6.4%	6.1%	\$6,625	5.4%
North Bend	1.9%	2.9%	2.2%	\$2,849	2.3%
Pacific	1.5%	4.1%	1.9%	\$3,045	2.5%
Seatac	15.3%	19.0%	15.5%	\$20,360	16.6%
Sammamish	5.1%	0.0%	4.9%	\$4,095	3.3%
Shoreline	25.7%	21.4%	18.5%	\$26,888	21.9%
Woodinville	3.7%	3.4%	5.1%	\$4,985	4.1%
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>\$122,929</b>	<b>100.0%</b>

# EXHIBIT H

## ARSON INVESTIGATION

### CALL OUT PROTOCOLS

Fire Investigation Unit - Call Out Protocols – Contract Cities

FINV-0012b

Department/Issuing Agency

Building Services Division

Effective Date

Apr 1, 2000

Approved by

Type of Action Page Number

**Revision Page 1 of 3**

1.0 **SUBJECT TITLE:** Fire Investigation Unit - Call Out Protocols for contract cities

2.0 **PURPOSE:**

2.1 To outline the policies of the King County Fire Marshal's Office regarding the investigation of fires in cities having a contractual agreement for fire investigation with King County and to establish recommended procedures to be followed by the responsible fire suppression agency in determining when a King County fire investigator should be requested.

3.0 **ORGANIZATIONS AFFECTED:**

3.1 Department of Development and Environmental Services

3.2 King County Fire Marshal's Office

3.3 Fire Departments/Districts providing fire suppression to a city that has contracted with the King County Fire Marshal's Office for fire investigation services.

3.4 King County Sheriff's Office

3.5 Cities having contracts with King County for fire investigation services

4.0 **REFERENCES:**

4.1 Uniform Fire Code

4.2 R.C.W. Chapter Title 9 and 9A

4.3 R.C.W. 19.27.110

4.4 R.C.W. 52.12.031 (7)

4.5 R.C.W. 48.48.060

4.6 King County Administrative Policies and Procedures

4.7 King County Fire Marshal Operating instructions Manual

4.8 King County Fire Marshal Policy & Procedure Manual

5.0 **PROCEDURE:**

- 5.1 The Fire Investigation Unit should be notified and respond to fires as follows:
- a. Fires where one or more deaths have occurred.
  - b. Fires where one or more serious injuries have occurred, and those injuries have required or are expected to require hospitalization of the injured party(s).
    - c. Fires that are suspected to be, or are known to be intentionally set and are not investigated by Fire Department personnel under one of the excepted categories in 6.2.
    - d. Fires where the fire suppression agency has not determined a cause, except where the loss is minimal and there is no measurable value in determining the cause.
    - e. All fires where there is evidence that an explosive device was used to initiate the fire or resulted in the fire occurring.

**Note: This provision is not intended to include containers normally found at the fire scene that exploded as a result of the fire, such as propane bottles, compressed air bottles or aerosol containers.**

- 5.2 The King County Fire Marshal's Office will maintain an investigative program designed to collect, store and disseminate information relating to the prevention of fires, accidental or arson caused, to reduce loss of life, fire related injuries, incident frequency and monetary loss.
- 5.3 Every effort will be made to determine the cause of every investigated fire.
- 5.4 Where the cause has been determined to be arson, the Fire Investigation Unit of the King County Fire Marshal's Office shall perform the follow-up investigation and preparation of criminal charges where appropriate.
- 5.5 In incidents involving death or serious injury where hospitalization was or is expected to be required, all reports, evidence, and photographs will be properly secured by the fire investigation unit until the case has been resolved
- 5.6 The King County Fire Investigation Unit will compile and submit monthly UCR (Uniform Crime Reporting) data for the Federal Bureau of Investigation to the King County Sheriff's Office, for cities who contract with the King County Sheriff's Office for police services and to the City Police department for all cities that maintain their own Police Department if requested.

6.0 **RESPONSIBILITIES:**

- 6.1 The King County Fire Investigation Unit is responsible for the investigation of all fires that have been investigated by the Fire Investigation Unit as outlined in section 5.1 of this document.

- 6.2 Qualified Fire Department personnel in the responsible fire suppression agency may conduct fire investigations in the following categories:
- a. Intentionally set fires in Dumpsters and other refuse/garbage containers.
  - b. Intentionally set fires in Newspaper collection containers
  - c. Intentionally set fires in Newspaper distribution structures (Times, P.I., etc.).
  - d. Intentionally set fires in Containers used for collection of clothing, etc.
  - e. Intentionally set fires in abandoned vehicles with a value less than \$250.
  - f. And other such fires as the responsible fire department is qualified to investigate.
- 6.3 For investigations conducted by Fire Department personnel for the investigations noted in section 6.2 above the following recommended procedures may be followed:
- a. Notification of the King County Fire Investigation Unit the following business day of all fire investigations conducted by the Fire Department in accordance with Section 6.2 for all fires that were determined to be intentionally set.
  - b. Examination of the fire scene to determine area, point of origin and cause
  - c. Identification, protection, preservation and collection of all physical evidence for all fires that were determined to be intentionally set. Fire department personnel will assist the responsible police department patrol unit in packaging of evidence, which will then be transported by the patrol unit for storage.
  - d. Preparation of a comprehensive fire investigation report using the King County Fire Investigation Unit format and, where necessary, a fire scene sketch for all fires that were determined to be intentionally set.
  - e. Photographing of the fire scene should be accomplished in three (3) steps, 1) prior to disturbing any debris or other items at or near the point of origin, 2) once again during the examination and 3) at the conclusion of the examinations. Any items considered to be evidence should be shown in photographs at the time and place they were discovered and identified.
  - f. Notification of the responsible police department via the police communications center where arson is suspected or confirmed.
  - g. Forwarding of the fire report along with all available information obtained during the investigation and transfer of the physical evidence, where appropriate, to the Fire Investigation Unit for all fires that were determined to be intentionally set.
  - h. Forwarding a copy of the photographs (or other acceptable photographic medium) and the negatives of the incident to the Fire Investigation Unit for all fires that were determined to be intentionally set.

Note: The proper documentation of fire incidents, accidental or arson, is critical. The scene examination must provide factual information describing what, where, why, and how this fire occurred. Photographs, properly taken, will provide a picture record of the conditions on arrival, during examination, and at the conclusion. The combination will be the basis for re-construction of the fire scene, determination of important time factors and sequence of events prior to and at the time of the fire, including the fire tactics used in extinguishing the fire, an important consideration.

## RCW 36.28.010

### General duties.

The sheriff is the chief executive officer and conservator of the peace of the county. In the execution of his or her office, he or she and his or her deputies:

- (1) Shall arrest and commit to prison all persons who break the peace, or attempt to break it, and all persons guilty of public offenses;
- (2) Shall defend the county against those who, by riot or otherwise, endanger the public peace or safety;
- (3) Shall execute the process and orders of the courts of justice or judicial officers, when delivered for that purpose, according to law;
- (4) Shall execute all warrants delivered for that purpose by other public officers, according to the provisions of particular statutes;
- (5) Shall attend the sessions of the courts of record held within the county, and obey their lawful orders or directions;
- (6) Shall keep and preserve the peace in their respective counties, and quiet and suppress all affrays, riots, unlawful assemblies and insurrections, for which purpose, and for the service of process in civil or criminal cases, and in apprehending or securing any person for felony or breach of the peace, they may call to their aid such persons, or power of their county as they may deem necessary.

[ **2009 c 549 § 4050**; **1965 c 92 § 1**; **1963 c 4 § 36.28.010**. Prior: (i) **1891 c 45 § 1**; RRS § 4157. (ii) Code 1881 § 2769; **1863 p 557 § 4**; **1854 p 434 § 4**; RRS § 4168.]



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

### Ordinance 19139

**Proposed No.** 2020-0205.2

**Sponsors** Dembowski, McDermott, Kohl-  
Welles and Zahilay

1 AN ORDINANCE proposing the position of King County sheriff  
 2 be returned to an appointed position with a requirement for  
 3 consideration of community stakeholder input during the  
 4 selection process, and with the county executive being  
 5 responsible for bargaining with the department of public safety's  
 6 represented employees; amending Sections 350.20.40, 680.10  
 7 and 890 of the King County Charter and repealing Sections 645  
 8 and 898 of the King County Charter; and submitting the same to  
 9 the voters of the county for their ratification or rejection at the  
 10 next general election to be held in this county occurring more  
 11 than forty-five days after the enactment of this ordinance.

**STATEMENT OF FACTS:**

13 A. In 1969, the position of sheriff in King County became an appointed one  
 14 when the King County Charter went into effect. With the passage of the Charter  
 15 at the general election in November 1968, King County voters approved  
 16 changing the county's statutorily based board-of-commissioners form of  
 17 government, which also included several elected officers including a sheriff, to a  
 18 home rule, charter-based form of government, which originally limited the  
 19 positions of elected officers to councilmembers, executive and assessor.

20 B. As an appointed position, the sheriff became subject to the same selection  
 21 process set out in Section 340 of the King County Charter as the other county

Ordinance 19139

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22 department chief officers. Then as now, under Section 340 of the King County  
23 Charter, the county executive appoints department chief officers, subject to  
24 confirmation by the county council.

25 C. The 1969 original charter also set out transitory provisions establishing the  
26 initial departments and offices of the newly created executive branch. The  
27 department of public safety was established by Section 920.20 of the King  
28 County Charter, with the duties of enforcing law and order, administering the  
29 county jail and responsibility for civil defense.

30 D. In accordance with Section 920.30 of the King County Charter, for a period  
31 of two years, or until at least 1971, the county council could not exercise the  
32 powers granted to it under Section 220.20 of the King County Charter with  
33 respect to abolishing, combining or dividing the office or departments created by  
34 the charter or transferring the specified powers and duties from one office or  
35 department to another.

36 E. In 1972, by Ordinance 1438, the county council did exercise charter-based  
37 authority to establish, abolish, combine and divide administrative offices and  
38 executive departments and to establish their powers and responsibilities. In that  
39 ordinance, the council abolished all the executive branch departments and offices  
40 created by the charter's transitory provisions and then reconstituted them, some  
41 with new duties and powers, including the department of public safety. The county  
42 council reconstituted the department of public safety, keeping the duties of  
43 enforcing law and order and administering the county jail called out in the  
44 transitory Section 920.20 of the King County Charter. Gone was the  
45 responsibility for civil defense. The county council added to duties to the  
46 department of public safety responsibility for disaster preparedness related to

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47 public safety and welfare and search and rescue.

48 F. In 1973, by Ordinance 1872, the county council again exercised its authority  
49 to structure the executive branch departments when it removed the duty of  
50 administering the King County jail from the department of public safety and  
51 transferred that duty to a new department also created by that ordinance.

52 G. In 1982, the county council undertook a major executive branch  
53 reorganization. Under Ordinance 6066, the county council again asserted its  
54 authority to establish the structure and duties of the executive branch departments  
55 and offices. The duties of the department of public safety were changed to  
56 mirror the duties of an office of sheriff under state law, excluding administration  
57 of county jails, as well as the additional functions of overseeing a crime  
58 prevention program, process service, major disaster planning for public safety  
59 and welfare and administrative services unique to the department.

60 H. In 1991, under Ordinance 10808, the county council again modified the duties  
61 of the department of public safety, wherein the department was no longer solely  
62 responsible for planning for public safety and welfare in the case of a major  
63 disaster but now had to coordinate that work with the recently created office of  
64 emergency management.

65 I. With the passage of a charter amendment in 1996, a new Section 350.20.40 of  
66 the King County Charter was created. Under that new charter section, four things  
67 happened: (1) the sheriff became an elected position; (2) the duties of the elected  
68 sheriff in overseeing the department of public safety are set by general law rather  
69 than by the county council in accordance with its powers under Section 220.20 of  
70 the King County Charter; (3) recognition that while the department of public  
71 safety employees remain employees under the executive branch, the department is



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72 administered by the elected sheriff; and (4) powers of the county council under  
73 Section 220.20 of the King County Charter were curtailed so that unlike  
74 departments with chief officers selected under the auspices of Section 340 of the  
75 King County Charter, the county council may neither abolish or combine the  
76 department of public safety with another county department or office, nor can the  
77 county council decrease any of the duties of the department of public safety, again  
78 unlike departments with chief officers selected under the auspices of Section 340  
79 of the King County Charter.

80 "BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

81 SECTION 1. Intent. A. It is the intent of the county council that the voters of King  
82 County determine the interrelated but distinct issues of:

83 1. Whether the King County sheriff should remain an elected position or return to an  
84 appointed position; and

85 2. The extent of scope and control of the department of public safety. For the purposes  
86 of this section, "scope and control" mean the authority, exercised by ordinance, to structure the  
87 department of public safety as well as set the duties of the sheriff and the department of public  
88 safety in accordance with the authority granted the county council under Section 220.20 of the  
89 King County Charter.

90 B. This ordinance is only intended to determine the will of the voters as to whether the  
91 sheriff should remain an elected position or return to an appointed position, whereby in  
92 consultation with a stakeholder group, the executive would appoint and the council would  
93 confirm the successful candidate; and if the position is reverted to an appointed one, return to the  
94 county's bargaining agent all responsibilities to bargain with represented employees in the  
95 department of public safety. This ordinance is not intended as the charter amendment to  
96 otherwise determine scope and control related to the department of public safety.

Ordinance 19139

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97 C. Ordinance 19140 (Proposed Ordinance 2020-0231) is the charter amendment that is  
98 intended to determine the will of the voters as to the return of scope and control related to the  
99 department of public safety to the council. If placed on the November 2020 ballot and passed by  
100 the voters, the charter amendment in Ordinance 19140 (Proposed Ordinance 2020-0231) would  
101 return to the council, as exercised by ordinance, the authority to structure the department of  
102 public safety and set the duties of the sheriff and the department of public safety, as well as return  
103 to the county's bargaining agent all responsibilities to bargain with represented employees in the  
104 department of public safety. The charter amendment in Ordinance 19140 (Proposed Ordinance  
105 2020-0231) is not intended to place before the voters the issue of whether the position of the  
106 sheriff is to be an elected or appointed position.

107 D. If a voter wishes for the sheriff to again be an appointed position and return scope and  
108 control related to the department of public safety to the council, then a voter would vote for both  
109 the charter amendment in this ordinance and the charter amendment in Ordinance 19140  
110 (Proposed Ordinance 2020-0231). If both charter amendments are placed on the November 2020  
111 ballot and both are passed by the voters, then Section 350.20.40 of the King County Charter  
112 would be amended to read:

113 **"Section 350.20.40 Department of Public Safety.**

114 The chief officer of a department of public safety, who may also be referred to as  
115 the county sheriff, shall be an appointed position, subject to section 340 of this  
116 charter, and shall perform the duties specified by ordinance. Both the executive  
117 and the county council shall consider community stakeholder input during the  
118 selection, appointment and confirmation processes for appointment of chief  
119 officer of a department of public safety, as specified by ordinance. The  
120 department of public safety shall be an executive department subject to the civil  
121 service personnel system and shall utilize the services of the administrative

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122 offices and the executive departments."

123 E. If a voter wishes for the sheriff to again be an appointed position but does not wish to  
124 change scope and control related to the department of public safety, then the voter would vote for  
125 the charter amendment in this ordinance but would vote against the charter amendment in  
126 Ordinance 19140 (Proposed Ordinance 2020-0231). If both charter amendments are placed on  
127 the November 2020 ballot and the charter amendment in this ordinance to again make the sheriff  
128 an appointed position passes and the charter amendment in Ordinance 19140 (Proposed  
129 Ordinance 2020-0231) to return scope and control related the department of public safety to the  
130 council fails, then Section 350.20.40 of the King County Charter would be amended to read:

131 **"Section 350.20.40 Department of Public Safety.**

132 The chief officer of a department of public safety, who may also be referred to as  
133 the county sheriff, shall be an appointed position, subject to section 340 of this  
134 charter, and shall perform the duties specified by general law. Both the executive  
135 and the county council shall consider community stakeholder input during the  
136 selection, appointment and confirmation processes for appointment of chief  
137 officer of a department of public safety, as specified by ordinance. The  
138 department of public safety shall be an executive department subject to the civil  
139 service personnel system and shall utilize the services of the administrative  
140 offices and the executive departments, but it shall not be abolished or combined  
141 with any other executive department or administrative office and shall not have  
142 its duties decreased by the county council."

143 F. If a voter does not wish for the sheriff to be an appointed position, but wishes return  
144 of scope and control related to the department of public safety to the council, then the voter would  
145 vote against the charter amendment in this ordinance but would vote for the charter amendment in  
146 Ordinance 19140 (Proposed Ordinance 2020-0231). If both charter amendments are placed on

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147 the November 2020 ballot and the charter amendment in this ordinance to again make the sheriff  
 148 an appointed position fails but the charter amendment in Ordinance 19140 (Proposed Ordinance  
 149 2020-0231) to return scope and control of the department of public safety to the council passes,  
 150 then Section 350.20.40 of the King County Charter would be amended to read:

151 **"Section 350.20.40 Department of Public Safety.**

152 The department of public safety shall be administered by the county sheriff who  
 153 shall perform the duties specified by ordinance. The county sheriff shall be elected  
 154 by the voters of the county, and the sheriff's term of office shall be four years. The  
 155 department of public safety shall be an executive department subject to the civil  
 156 service personnel system and shall utilize the services of the administrative offices  
 157 and the executive departments."

158 SECTION 2. There shall be submitted to the qualified voters of King County for their  
 159 approval and ratification or rejection, at the next general election to be held in this county  
 160 occurring more than forty-five days after the enactment of this ordinance, an amendment to  
 161 Sections 350.20.40, 680.10 and 890 of the King County Charter and a repeal of Sections 645 and  
 162 898 of the King County Charter, as set forth herein:

163 **Section 350.20.40 Department of Public Safety.**

164 Following expiration of the current elected term of office, thereafter ((T))the chief officer  
 165 of a department of public safety((shall be administered by the county sheriff)), who may also be  
 166 referred to as the county sheriff, shall be an appointed position, subject to Section 340 of this  
 167 charter and shall perform the duties specified by general law. ((The county sheriff shall be  
 168 elected by the voters of the county, and the sheriff's term of office shall be four years.)) Both the  
 169 executive and the county council shall consider community stakeholder input during the  
 170 selection, appointment and confirmation processes for appointment of chief officer of a  
 171 department of public safety, as specified by ordinance. The department of public safety shall be

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172 an executive department subject to the civil service personnel system and shall utilize the services  
 173 of the administrative offices and the executive departments, but it shall not be abolished or  
 174 combined with any other executive department or administrative office and shall not have its  
 175 duties decreased by the county council.

176 **Section 645 repealed.** Section 645 of the King County Charter, "Sheriff; Election, Term  
 177 of Office and Compensation," is hereby repealed.

178 **680.10 Designation, Appointment and Election to Fill Vacancy.**

179 Immediately upon commencing their terms of office, the county executive, county assessor,  
 180 county director of elections(;) and county prosecuting attorney (~~(and county sheriff)~~) shall each  
 181 designate one or more employees who serve as a deputy or assistant in such office to serve as an  
 182 interim official in the event of a vacancy in the elective office of the county executive, county  
 183 assessor, county director of elections(;) or county prosecuting attorney(~~(or county sheriff)~~),  
 184 respectively.

185 Except for a designation made by the metropolitan county council, a designation of an  
 186 interim official shall only be effective if the county executive, county assessor, county director of  
 187 elections(;) and county prosecuting attorney (~~(and county sheriff)~~), each for that officer's elective  
 188 office, complies with the following procedure; commits the designation to writing; identifies the  
 189 order of precedence if more than one county officer or employee is designated; signs the written  
 190 designation; has the written designation notarized; files the written designation with the county  
 191 office responsible for records; and provides a copy of the written designation to the chair of the  
 192 metropolitan county council. The county executive, county assessor, county director of  
 193 elections(;) and county prosecuting attorney (~~(and county sheriff)~~) may, at any time, amend such  
 194 designation by complying with the same procedure established for making the designation.

195 In the event the county executive, county assessor, county director of elections(;) and  
 196 county prosecuting attorney (~~(and county sheriff)~~) neglects or fails to make such a designation

Ordinance 19139

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197 within seven calendar days of commencing his or her term of office, the metropolitan county  
198 council may by ordinance designate one or more employees who serve as a deputy or assistant in  
199 such office to serve as an interim official in the event of a vacancy in the elective office of the  
200 county executive, county assessor, county director of elections((;)) or county prosecuting attorney  
201 ((~~and county sheriff~~)), respectively. A designation made by the metropolitan county council shall  
202 be effective upon adoption of the ordinance therefor and may be amended by ordinance; provided  
203 that a designation by the county executive, county assessor, county director of elections((;)) or  
204 county prosecuting attorney((~~and county sheriff~~)) which occurs subsequent to the adoption of an  
205 ordinance shall take precedence over the designation by ordinance.

206         The designated county officer or employee shall immediately upon the occurrence of a  
207 vacancy serve as the interim official and shall exercise all the powers and duties of the office  
208 granted by this charter and general law until an acting official is appointed as provided in this  
209 section.

210         The metropolitan county council shall, after being appraised of a vacancy in the elective  
211 office of county executive, county assessor, county director of elections((;)) or county prosecuting  
212 attorney ((~~and county sheriff~~)), fill the vacancy by the appointment of an employee who served as a  
213 deputy or assistant in such office at the time the vacancy occurred as an acting official to perform all  
214 necessary duties to continue normal office operations. The acting official shall serve until the  
215 vacancy is filled by appointment pursuant to general law for nonpartisan county elective offices.

216         A vacancy in an elective county office shall be filled at the next primary and general  
217 elections which occur in the county; provided that an election to fill the vacancy shall not be held if  
218 the successor to the vacated office will be elected at the next general election as provided in  
219 Section((s)) 640 ((~~and 645~~)) of this charter. The term of office of an officer who has been elected to  
220 fill a vacancy shall only be for the unexpired portion of the term of the officer whose office has  
221 become vacant and shall commence as soon as he or she is elected and qualified.

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222 A majority of the county council may temporarily fill a vacancy by appointment until the  
223 vacancy has been filled by election or the successor to the office has been elected and qualified.

224 **Section 890 Employee Representation.**

225 The county council may enact an ordinance providing for collective bargaining by the  
226 county with county employees covered by the personnel system. If an ordinance providing for  
227 collective bargaining is enacted, it shall not be subject to the veto power of the county executive;  
228 and(~~(, except with respect to bargaining by the county with employees of the department of public~~  
229 ~~safety pursuant to Section 898 of this charter.)) it shall designate the county executive as the  
230 bargaining agent of the county. Any agreement reached as a result of negotiations by the county  
231 bargaining agent with county employees shall not have the force of law unless enacted by  
232 ordinance.~~

233 **Section 898 repealed.** Section 898 of the King County Charter, "Department of Public  
234 Safety Employee Collective Bargaining," is hereby repealed.

235 SECTION 3. The clerk of the council shall certify the proposition to the director of  
236 elections, in substantially the following form, with such additions, deletions or modifications as  
237 may be required by the prosecuting attorney:

238 Shall the position of King County sheriff be returned to an appointed position  
239 with a requirement for consideration of community stakeholder input during the

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240 selection process, and with the county executive being responsible for bargaining  
241 with the department of public safety's represented employees?  
242

Ordinance 19139 was introduced on 6/9/2020 and passed as amended by the Metropolitan King County Council on 7/21/2020, by the following vote:

Yes: 6 - Ms. Balducci, Mr. Dembowski, Ms. Kohl-Welles, Mr. McDermott, Mr. Upthegrove and Mr. Zahilay  
No: 3 - Mr. Dunn, Ms. Lambert and Mr. von Reichbauer

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

DocuSigned by:  
*Claudia Balducci*  
F8830816F1C4427...

Claudia Balducci, Chair

ATTEST:

DocuSigned by:  
*Melani Pedroza*  
8DE1BB375AD3422...

Melani Pedroza, Clerk of the Council

APPROVED this \_\_\_\_\_ day of 7/24/2020, \_\_\_\_\_.

DocuSigned by:  
*Dow Constantine*  
4FBCAB8196AE4C6...

Dow Constantine, County Executive

**Attachments:** None





# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

### Ordinance 19140

**Proposed No.** 2020-0231.2

**Sponsors** Zahilay and Upthegrove

1 AN ORDINANCE proposing to amend the King County  
 2 Charter relating to the county sheriff and the department of  
 3 public safety; amending Sections 350.20.40 and 890 of the  
 4 King County Charter and repealing Section 898 of the King  
 5 County Charter; and submitting the same to the voters of  
 6 the county for their ratification or rejection at the next  
 7 general election to held in this county occurring more than  
 8 forty-five days after the enactment of this ordinance.

9 **STATEMENT OF FACTS:**

10 A. In 1969, the position of sheriff in King County became an appointed  
 11 one when the King County Charter went into effect. With the passage of  
 12 the Charter at the general election in November 1968, King County voters  
 13 approved changing the county's statutorily based board-of-commissioners  
 14 form of government, which also included several elected officers  
 15 including a sheriff, to a home rule, charter-based form of government,  
 16 which originally limited the positions of elected officers to  
 17 councilmembers, executive and assessor.

18 B. As an appointed position, the sheriff became subject to the same  
 19 selection process set out in Section 340 of the King County Charter as the

Ordinance 19140

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20 other county department chief officers. Then as now, under Section 340  
21 of the King County Charter, the county executive appoints department  
22 chief officers, subject to confirmation by the county council.

23 C. The 1969 original charter also set out transitory provisions establishing  
24 the initial departments and offices of the newly created executive branch.

25 The department of public safety was established by Section 920.20 of the  
26 King County Charter, with the duties of enforcing law and order,  
27 administering the county jail and responsibility for civil defense.

28 D. In accordance with Section 920.30 of the King County Charter, for a  
29 period of two years, or until at least 1971, the county council could not  
30 exercise the powers granted to it under Section 220.20 of the King County  
31 Charter with respect to abolishing, combining or dividing the office or  
32 departments created by the charter or transferring the specified powers and  
33 duties from one office or department to another.

34 E. In 1972, by Ordinance 1438, the county council did exercise charter-  
35 based authority to establish, abolish, combine and divide administrative  
36 offices and executive departments and to establish their powers and  
37 responsibilities. In that ordinance, the council abolished all the executive  
38 branch departments and offices created by the charter's transitory provisions  
39 and then reconstituted them, some with new duties and powers, including  
40 the department of public safety. The county council reconstituted the  
41 department of public safety, keeping the duties of enforcing law and order  
42 and administering the county jail called out in the transitory Section

Ordinance 19140

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43 920.20 of the King County Charter. Gone was the responsibility for civil  
44 defense. The county council added to duties to the department of public  
45 safety responsibility for disaster preparedness related to public safety and  
46 welfare and search and rescue.

47 F. In 1973, by Ordinance 1872, the county council again exercised its  
48 authority to structure the executive branch departments when it removed  
49 the duty of administering the King County jail from the department of  
50 public safety and transferred that duty to a new department also created by  
51 that ordinance.

52 G. In 1982, the county council undertook a major executive branch  
53 reorganization. Under Ordinance 6066, the county council again asserted  
54 its authority to establish the structure and duties of the executive branch  
55 departments and offices. The duties of the department of public safety  
56 were changed to mirror the duties of an office of sheriff under state law,  
57 excluding administration of county jails, as well as the additional  
58 functions of overseeing a crime prevention program, process service,  
59 major disaster planning for public safety and welfare and administrative  
60 services unique to the department.

61 H. In 1991, under Ordinance 10808, the county council again modified the  
62 duties of the department of public safety, wherein the department was no  
63 longer solely responsible for planning for public safety and welfare in the  
64 case of a major disaster but now had to coordinate that work with the  
65 recently created office of emergency management.

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66 I. With the passage of a charter amendment in 1996, a new Section  
67 350.20.40 of the King County Charter was created. Under that new charter  
68 section, four things happened: (1) the sheriff became an elected position;  
69 (2) the duties of the elected sheriff in overseeing the department of public  
70 safety are set by general law rather than by the county council in  
71 accordance with its powers under Section 220.20 of the King County  
72 Charter; (3) recognition that while the department of public safety  
73 employees remain employees under the executive branch, the department is  
74 administered by the elected sheriff; and (4) powers of the county council  
75 under Section 220.20 of the King County Charter were curtailed so that  
76 unlike departments with chief officers selected under the auspices of  
77 Section 340 of the King County Charter, the county council may neither  
78 abolish or combine the department of public safety with another county  
79 department or office, nor can the county council decrease any of the duties  
80 of the department of public safety, again unlike departments with chief  
81 officers selected under the auspices of Section 340 of the King County  
82 Charter.

83 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

84 SECTION 1. Intent. A. It is the intent of the county council that the voters of  
85 King County determine the interrelated but distinct issues of:

86 1. The extent of scope and control of the department of public safety. For the  
87 purposes of this section, "scope and control" mean the authority, exercised by ordinance,  
88 to structure the department of public safety as well as set the duties of the sheriff and

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89 department of public safety in accordance with the authority granted the county council  
90 under Section 220.20 of the King County Charter and

91 2. Whether the King County sheriff should remain an elected position or return  
92 to an appointed position.

93 B. This ordinance is only intended to determine the will of the voters as to  
94 returning to the council, as exercised by ordinance, the authority to structure the  
95 department of public safety and as set the duties of the sheriff and the department of  
96 public safety, as well as return to the county's bargaining agent all responsibilities to  
97 bargain with represented employees in the department of public safety This ordinance is  
98 not intended as the charter amendment to place before the voters the issue of whether the  
99 position of the sheriff is to be an elected or appointed position

100 C. Ordinance 19139 (Proposed Ordinance 2020-0205) is the charter amendment  
101 that is intended to determine the will of the voters as to whether the sheriff should remain  
102 an elected position or return to an appointed position. If placed on the November 2020  
103 ballot and passed by the voters, the charter amendment in Ordinance 19139 (Proposed  
104 Ordinance 2020-0205) would return the sheriff position to an appointed one; whereby, in  
105 consultation with a stakeholder group, the executive would appoint and the council would  
106 confirm the successful candidate; and if the position is reverted to an appointed one,  
107 return to the county's bargaining agent all responsibilities to bargain with represented  
108 employees in the department of public safety. The charter amendment in Ordinance  
109 19139 (Proposed Ordinance 2020-0205) is not intended as the charter amendment to  
110 otherwise determine scope and control related to the department of public safety.

111 D. If a voter wishes to return scope and control related to the department of

Ordinance 19140

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112 public safety to the council and for the sheriff to again be an appointed position, then a  
113 voter would vote for both the charter amendment in this ordinance and the charter  
114 amendment in Ordinance 10139 (Proposed Ordinance 2020-0205). If both charter  
115 amendments are placed on the November 2020 ballot and both are passed by the voters,  
116 then Section 350.20.40 of the King County Charter would be amended to read:

117 **"Section 350.20.40 Department of Public Safety.**

118 The chief officer of a department of public safety, who may also be  
119 referred to as the county sheriff, shall be an appointed position, subject to  
120 section 340 of this charter, and shall perform the duties specified by  
121 ordinance. Both the executive and the county council shall consider  
122 community stakeholder input during the selection, appointment and  
123 confirmation processes for appointment of chief officer of a department of  
124 public safety, as specified by ordinance. The department of public safety  
125 shall be an executive department subject to the civil service personnel  
126 system and shall utilize the services of the administrative offices and the  
127 executive departments."

128 E. If a voter wishes to return scope and control related to the department of  
129 public safety to the council but does not wish for the sheriff to again be an appointed  
130 position, then the voter would vote for the charter amendment in this ordinance but would  
131 vote against the charter amendment in Ordinance 19139 (Proposed Ordinance 2020-  
132 0205). If both charter amendments are placed on the November 2020 ballot and the  
133 charter amendment in this ordinance to return scope and control related to the department  
134 of public safety to the council passes but the charter amendment in Ordinance 19139

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135 (Proposed Ordinance 2020-0205) for the sheriff to again be an appointed position fails,  
136 then Section 350.20.40 of the King County Charter would be amended to read:

137 **"Section 350.20.40 Department of Public Safety.**

138 The department of public safety shall be administered by the county sheriff  
139 who shall perform the duties specified by ordinance. The county sheriff  
140 shall be elected by the voters of the county, and the sheriff's term of office  
141 shall be four years. The department of public safety shall be an executive  
142 department subject to the civil service personnel system and shall utilize the  
143 services of the administrative offices and the executive departments."

144 F. If a voter does not wish to return scope and control related to the department of  
145 public safety to the council but does wish for the sheriff to again be an appointed  
146 position, then the voter would vote against the charter amendment in this ordinance but  
147 would vote for the charter amendment in Ordinance 19139 (Proposed Ordinance 2020-  
148 0205). If both charter amendments are placed on the November 2020 ballot and the  
149 charter amendment in this ordinance to return scope and control related to the department  
150 of public safety to the council fails but the charter amendment in Ordinance 19139  
151 (Proposed Ordinance 2020-0205) for the sheriff to again be an appointed position passes,  
152 then Section 350.20.40 of the King County Charter would be amended to read:

153 **"Section 350.20.40 Department of Public Safety.**

154 The chief officer of a department of public safety, who may also be  
155 referred to as the county sheriff, shall be an appointed position, subject to  
156 section 340 of this charter, and shall perform the duties specified by  
157 general law. Both the executive and the county council shall consider

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158 community stakeholder input during the selection, appointment and  
159 confirmation processes for appointment of chief officer of a department of  
160 public safety, as specified by ordinance. The department of public safety  
161 shall be an executive department subject to the civil service personnel  
162 system and shall utilize the services of the administrative offices and the  
163 executive departments, but it shall not be abolished or combined with any  
164 other executive department or administrative office and shall not have its  
165 duties decreased by the county council."

166 SECTION 2. There shall be submitted to the qualified voters of King County for  
167 their approval and ratification or rejection, at the next general election to be held in this  
168 county occurring more than forty-five days after the enactment of this ordinance, an  
169 amendment to Sections 350.20.40 and 890 of the King County Charter and a repeal of  
170 Section 898 of the King County Charter, as set forth herein:

171 **Section 350.20.40 Department of Public Safety.**

172 The department of public safety shall be administered by the county sheriff who  
173 shall perform the duties specified by ~~((general law))~~ ordinance. The county sheriff shall  
174 be elected by the voters of the county, and the sheriff's term of office shall be four years.  
175 The department of public safety shall be an executive department subject to the civil  
176 service personnel system and shall utilize the services of the administrative offices and  
177 the executive departments, but it shall not be abolished ~~((or combined with any other  
178 executive department or administrative office and shall not have its duties decreased))~~ by  
179 the county council.

180 **Section 890 Employee Representation.**

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181           The county council may enact an ordinance providing for collective bargaining by  
182 the county with county employees covered by the personnel system. If an ordinance  
183 providing for collective bargaining is enacted, it shall not be subject to the veto power of  
184 the county executive; and(~~(, except with respect to bargaining by the county with~~  
185 ~~employees of the department of public safety pursuant to Section 898 of this charter,)) it  
186 shall designate the county executive as the bargaining agent of the county. Any  
187 agreement reached as a result of negotiations by the county bargaining agent with county  
188 employees shall not have the force of law unless enacted by ordinance.~~

189           **Section 898 repealed.** Section 898 of the King County Charter, "Department of  
190 Public Safety Employee Collective Bargaining," is hereby repealed.

191           SECTION 3. The clerk of the council shall certify the proposition to the director  
192 of elections, in substantially the following form, with such additions, deletions or  
193 modifications as may be required by the prosecuting attorney:

194           Shall the King County charter be amended so that the duties of the county

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195 sheriff and the structure and duties of the department of public safety shall  
196 be established by county ordinance?  
197

Ordinance 19140 was introduced on 7/7/2020 and passed as amended by the Metropolitan King County Council on 7/21/2020, by the following vote:

Yes: 6 - Ms. Balducci, Mr. Dembowski, Ms. Kohl-Welles, Mr. McDermott, Mr. Upthegrove and Mr. Zahilay  
No: 3 - Mr. Dunn, Ms. Lambert and Mr. von Reichbauer

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

DocuSigned by:  
*Claudia Balducci*  
F8830816F1C4427...

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Claudia Balducci, Chair

ATTEST:

DocuSigned by:  
*Melani Pedroza*  
8DE1BB375AD3422...

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Melani Pedroza, Clerk of the Council

APPROVED this \_\_\_\_\_ day of 7/24/2020, \_\_\_\_\_.

DocuSigned by:  
*Dow Constantine*  
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Dow Constantine, County Executive

**Attachments:** None



# MEMORANDUM

To: Administration and Finance Committee  
Through: Carl Cole, City Manager  
From: Gwen Pilo, Finance and Systems Director  
Date: January 14, 2021  
Re: November 30, 2020 Investment Report

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Attached is the November 2020 Investment Compliance Report and Portfolio Analysis.

At the end of November, the City had \$ 88,309,987 in cash and short-term investments (an increase of \$5.3 Million), and \$29,164,151 in long-term investments at market value (a decrease of \$2 million from long-term moving to short-term). Total cash on hand and investments equals \$117,474,138.

Interest received during the month was \$16,250 from the bonds and \$9,681 from the LGIP. Interest paid to date is \$782,418.

The 2-year Treasury note and 90-day T-bill continued to remain below 1% in November and the LGIP remains below 1% as well.

SeaTac Yield is 1.39% compared to the LGIP at .16%.

<b>Maturity Constraints</b>	<b>Policy Requirement</b>	<b>% of Total Accumulated</b>	<b>Portfolio Allocation</b>	<b>Within Limits</b>
Under 30 days	10%	75%	88,309,987	YES
Under 1 year	25%	81%	95,029,710	YES
Under 5 years	100%	100%	117,474,138	YES
Maximum Weighted Average Maturity	3.00		2.47	
Maximum Single Maturity	5 Years		4.55	

<b>Asset Allocation Diversification</b>	<b>Maximum Policy Allocation</b>	<b>Issuer Constraint</b>	<b>Percentage of Portfolio</b>	<b>Market Value</b>	<b>% within Limits</b>
U.S. Treasury Obligations	100%		1.73%	\$ 2,037,488	
U.S. Agencies Primary	100%		19.80%	\$ 23,259,017	YES
FHLB		30%	3.62%	\$ 4,253,698	YES
FNMA		30%	9.26%	\$ 10,873,377	
FHLMC		30%	3.52%	\$ 4,130,518	
FFCB		30%	3.41%	\$ 4,001,424	
U.S. Agencies Secondary	20%		4.04%	\$ 4,741,536	YES
FICO		10%	2.27%	\$ 2,661,486	YES
FARMER MAC		10%	1.77%	\$ 2,080,050	
Municipal Debt Obligations	20%	5%	0.96%	\$ 1,126,382	
Certificates of Deposits	15%	5%		\$ -	
Bank Time Deposits & Savings Accounts	50%		11.23%	\$ 13,193,305	YES
Local Government Investment Pool	100%		62.24%	\$ 73,116,409	YES
<b>Total</b>			<b>100%</b>	<b>\$ 117,474,138</b>	

<b>Portfolio by Fund Allocation</b>	<b>Par Amount</b>	<b>Total Adjusted Cost</b>	<b>Market Value</b>	<b>YTD Unrealized Gain/Loss</b>	<b>Yield to Maturity</b>
City of SeaTac - Core Investment Funds	\$ 30,203,000	\$ 30,541,053	\$ 31,164,424	\$ 623,371	1.39%
City of SeaTac Liquidity Funds	\$ 86,309,713	\$ 86,309,713	\$ 86,309,713		
<b>TOTAL PORTFOLIO</b>	<b>\$ 116,512,713</b>	<b>\$ 116,850,766</b>	<b>\$ 117,474,138</b>	<b>\$ 623,371</b>	

Cit of SeaTac  
Investment Portfolio Analysis  
As of 11/30/2020

Month	SeaTac Portfolio			Monthly Interest Earned (Accrual Basis)			LGIP			Monthly Interest Earned (Accrual Basis)			Year to Date Interest Earned		
	2018	2019	2020	2018	2019	2020	2018	2019	2020	2018	2019	2020	2018	2019	2020
January	9,982,295	9,982,295	27,840,000	-	-	-	52,077,592	53,078,146	74,764,550	63,206	112,341	109,251	63,206	112,341	109,251
February	9,982,295	9,982,295	27,840,000	15,750	15,750	-	52,140,799	53,190,487	74,864,270	58,921	102,542	99,719	137,877	230,633	208,970
March	9,982,295	9,982,295	28,340,000	-	-	55,960	52,199,720	53,293,029	72,945,782	69,849	114,197	81,513	207,726	344,829	346,443
April	9,982,295	9,982,295	28,340,000	16,943	16,943	32,500	52,269,568	73,407,225	72,994,572	73,673	119,790	48,789	298,341	481,562	427,732
May	9,982,295	9,982,295	30,340,000	-	-	16,250	52,343,241	73,527,016	73,025,430	79,802	155,829	30,858	378,143	637,392	474,840
June	9,982,295	9,982,295	30,340,000	-	-	118,350	52,423,043	73,682,845	73,047,623	81,290	151,763	22,193	459,433	789,154	615,383
July	9,982,295	9,982,295	30,230,000	-	-	-	52,504,333	73,834,608	73,066,893	88,552	155,365	19,270	547,986	944,519	634,652
August	9,982,295	7,802,000	30,203,000	15,750	15,750	-	52,592,885	73,989,973	73,082,792	89,990	143,750	15,899	653,725	1,104,020	650,551
September	9,982,295	7,802,000	30,203,000	-	-	42,500	52,682,875	74,133,723	73,095,153	89,286	134,326	12,361	743,011	1,238,346	705,413
October	9,982,295	7,802,000	30,203,000	16,943	16,493	39,500	52,772,161	84,268,050	73,106,728	100,025	147,118	11,575	859,978	1,401,957	756,488
November	9,982,295	7,802,000	30,203,000	-	-	16,250	52,872,186	84,415,168	73,116,409	99,171	126,876	9,681	959,150	1,528,833	782,418
December	9,982,295	27,840,000	-	-	46,250	-	52,971,357	74,655,299	-	106,789	113,256	-	1,065,939	1,688,338	-
<b>Average</b>	<b>9,982,295</b>	<b>10,743,672</b>	<b>27,006,833</b>	<b>5,449</b>	<b>9,265</b>	<b>26,776</b>	<b>52,487,480</b>	<b>70,456,297</b>	<b>67,259,183</b>	<b>83,379</b>	<b>131,429</b>	<b>38,426</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>

Month	2 Yr T-Note			90 Day T Bill			SeaTac Current Yield			LGIP Interest Rate			2020 Budget		
	2 Yr T-Note 2018	2 Yr T-Note 2019	2 Yr T-Note 2020	90 Day TBill 2018	90 Day TBill 2019	90 Day TBill 2020	City 2018	City 2019	City 2020	LGIP 2018	LGIP 2019	LGIP 2020	Actual	Budget	% of Budget
January	2.14%	2.45%	1.33%	1.46%	2.41%	1.52%	1.96%	1.54%	1.86%	1.43%	2.49%	1.72%	109,251	41,574	263%
February	2.25%	2.52%	0.86%	1.65%	2.45%	1.25%	1.96%	1.54%	1.85%	1.47%	2.52%	1.68%	99,719	41,574	240%
March	2.27%	2.27%	0.23%	1.73%	2.40%	0.11%	1.97%	1.53%	1.58%	1.58%	2.53%	1.30%	137,473	41,574	331%
April	2.49%	2.27%	0.20%	1.87%	2.43%	0.09%	2.08%	1.53%	1.58%	1.71%	2.54%	0.81%	81,289	41,574	196%
May	2.40%	1.95%	0.16%	1.93%	2.35%	0.14%	1.94%	1.52%	1.52%	1.80%	2.50%	0.50%	47,108	41,574	113%
June	2.52%	1.75%	0.16%	1.93%	2.12%	0.16%	1.96%	1.52%	1.49%	1.87%	2.51%	0.37%	140,543	41,574	338%
July	2.67%	1.85%	0.11%	2.03%	2.08%	0.09%	1.98%	1.52%	1.39%	1.99%	2.48%	0.31%	19,270	41,574	46%
August	2.62%	1.50%	0.14%	2.11%	1.99%	0.11%	1.91%	1.59%	1.39%	2.01%	2.29%	0.26%	15,899	41,574	38%
September	2.81%	1.63%	0.13%	2.19%	1.88%	0.10%	1.91%	1.60%	1.39%	2.06%	2.20%	0.21%	54,861	41,574	132%
October	2.87%	1.52%	0.14%	2.34%	1.54%	0.09%	1.86%	1.59%	1.39%	2.23%	2.06%	0.19%	51,075	41,573	123%
November	2.80%	1.61%	0.16%	2.37%	1.59%	0.08%	1.79%	1.59%	1.39%	2.28%	1.83%	0.16%	25,931	41,573	62%
December	2.48%	1.58%	-	2.45%	1.55%	-	1.63%	1.87%	-	2.37%	1.77%	-	-	41,573	0%
<b>Average</b>	<b>2.53%</b>	<b>1.91%</b>	<b>0.33%</b>	<b>2.01%</b>	<b>2.07%</b>	<b>0.34%</b>	<b>1.91%</b>	<b>1.58%</b>	<b>1.53%</b>	<b>1.90%</b>	<b>2.31%</b>	<b>0.68%</b>	<b>782,418</b>	<b>498,885</b>	<b>156.83%</b>