

WHEREAS, the Planning Commission unanimously recommend approval of Phase II at its meeting of March 23, 2000, and

WHEREAS, the Unified Development Code was submitted to the State Department of Community, Trade and Economic Development for comment pursuant WAC 365-195-820 and its comments have been addressed in the Code amendments; and

WHEREAS, The Council finds that the Unified Development Code adopted by this ordinance is consistent with and implements the Shoreline Comprehensive Plan and complies with the adoption requirements of the Growth Management Act, Chapter 36.70A. RCW;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Repeal, New Title. Title 20 of the Shoreline Municipal Code and Section 1 of Ordinance 230 are repealed and a new Title 20 is adopted as set forth in Exhibit "A" which is attached hereto and incorporated herein.

Section 2. Repeal. The following titles and chapters of the Shoreline Municipal Code are hereby repealed in their entirety:

SMC Chapter 16.25 *Enforcement Code*
SMC Chapter 16.30 *Definitions*
SMC Title 18 *Zoning Code*

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 5. Effective Date and Publication. A summary of this Ordinance consisting of the title shall be published in the official newspaper and the Ordinance shall take effect five days after publication.

PASSED BY THE CITY COUNCIL ON June 12, 2000.

Mayor Scott Jepsen

ATTEST:

APPROVED AS TO FORM:

Sharon Mattioli, CMC
City Clerk

Ian Sievers
City Attorney

Date of Publication: , 2000
Effective Date: , 2000

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute a Design Services Contract not to exceed \$2,374,266 with CH2MHill for Phase 3, Part 2 for the Base Mapping, Preliminary Engineering and Environmental Review for the Aurora Avenue Corridor Project.
DEPARTMENT:	Public Works
PRESENTED BY:	William L. Conner, Public Works Director <i>WLC</i>

EXECUTIVE / COUNCIL SUMMARY

On December 13, 1999, your Council approved the 2000 – 2005 Capital Improvement Program (CIP) that includes the Aurora Avenue Corridor project and the 2000 Workplan. The purpose of this report is to obtain your Council's approval for the design scope for work outlining Phase 3, Part 2 of the Aurora Avenue Corridor Project. This scope covers Base Mapping, Preliminary Engineering and Environmental Review for the entire corridor.

On August 23, 1999, your Council adopted Resolution No.156 that accepted the Citizen's Advisory Task Force (CATF) recommendation of Alternative 2 for design of the Aurora Avenue Corridor Project. Your Council also selected a portion of Aurora Avenue from North 145th Street to North 165th Street as the first construction phase of the project.

On October 25, 1999, your Council authorized staff to execute an agreement with the consultant, CH2MHill to start the base mapping, preliminary engineering, and the environmental review for the project (Phase 3, Part 1). CH2MHill has an excellent understanding of the project issues, has a proven track record of designing transportation projects of this nature, and has demonstrated effective public involvement experience.

Staff and the consultant have finalized a scope of work (Attachment B) to complete the environmental analysis, aerial mapping and preliminary engineering work to complete the project. The following is a summary of the work elements that will be undertaken by the consultant to complete the project during 2000, 2001 & 2002:

◆ Project Coordination and Management	(2000 – 2002)	\$223,616
◆ Surveying and base mapping	(entire Aurora project)	\$177,479
◆ Design Memorandum	(entire Aurora project)	\$841,426
◆ Environmental Assessment	(entire Aurora project)	\$278,872
◆ Community and Agency Coordination	(2000 –2002)	\$361,597

◆ Right of Way Study and Policies	(entire Aurora project)	\$144,757
◆ Project Delivery	(2002 -2002)	\$47,067
◆ Management Reserve	(contingency)	\$215,842
◆ Funding Assistance		\$26,063
◆ Consumer Price Index (CPI) Escalation (estimated)		<u>\$57,547</u>
Total		\$2,374,266

Funding for this project has been obtained from various sources including the Roads Capital Fund, the Transportation and Equity Act for the 21st Century (TEA – 21), the Hazard Elimination System (HES) and recently the Washington Transportation Improvement Board (TIB). An Interlocal Agreement was executed with the Washington State Department of Transportation (WSDOT) to secure funding to start the aerial mapping and environmental analysis. In the adopted 2000 - 2005 CIP, the total funding approved for years 2000, 2001 and 2002 is \$1,281,000, \$1,292,500 and \$7,221,000 respectively. From these amounts the design contract expenditures are estimated to be \$593,566, \$1,187,133 and \$593,567 for the same time period. The remaining balances for these years are reserved for other project activities not included in this contract, including pedestrian crossings, final design, right of way acquisition and construction. Staff will continue to work with the consultant to explore and pursue potential funding opportunities that could provide partial or full funding of the project during the construction phase of the project.

This contract will also generate information that will be useful to the development of the Interurban Trail Project. This information will include:

- ◆ A combined design meeting with the design staffs of the Aurora Avenue & Interurban Trail Projects
- ◆ Survey information
- ◆ Utility information
- ◆ Environmental Analysis

RECOMMENDATION

Staff recommends that your Council Authorize the City Manager to execute a Design Services contract with CH2MHill for Phase 3, Part 2 for the Base Mapping, Preliminary Engineering and Environmental Review for the Aurora Avenue Corridor Project, in an amount not to exceed \$2,374,266.

Approved By: City Manager



City Attorney



BACKGROUND / ANALYSIS

In the 2000 workplan, one of your Council's goals was to pursue the implementation of the Aurora Avenue Corridor project. Since then, staff has been working diligently and undertaken an extensive and comprehensive process to achieve this goal. To this end, we have acquired \$17.2 million in grants and successfully lobbied for the inclusion of \$10 million in the 2000 – 2001 state budget. It has not been finalized how much of the \$10 million will go to the City of Shoreline.

The following provides a summary of your Council's actions on this project:

- ◆ Authorized the Aurora Corridor Pre-Design Study
- ◆ Adopted Resolution No.156 that accepted the Citizen's Advisory Task Force (CATF) recommendation of Alternative 2 for design of the Aurora Avenue Corridor Project and determined that the recommendations are in conformance with the City's Comprehensive Plan
- ◆ Selected a portion of Aurora Avenue from North 145th Street to North 165th Street as the first construction phase of the project
- ◆ Authorized staff to execute an Interlocal Agreement with the Washington State Department of Transportation (WSDOT) to receive \$25,000 to start the detailed aerial mapping and the environmental analysis. These funds were utilized as the City's match to secure federal TEA-21 funds to proceed with the work
- ◆ Authorized staff to execute an Agreement with CH2MHill to begin work for the aerial (base) mapping, preliminary engineering, and environmental review

The scope of work has been negotiated and the following provides a summary of the work elements required to complete the environmental analysis, aerial mapping and preliminary engineering:

Project Coordination and Management – The project management element includes direction and review to implement the overall workplan. It includes performing document management, budget monitoring and projects, monthly progress reports, project schedules and quality controls.

Surveying and Base Mapping – The surveying and mapping element will provide support during the community and agency coordination process along with environmental documentation, right of way evaluation, and preliminary design work.

- **Field Survey:** Field surveys to determine the existing pavement surface elevation and City right of way location, along Aurora Avenue North
- **Drainage Infrastructure:** Inspection and measurement of drainage infrastructure (measure downs) to identify pipe depths of existing storm drain catch basins and manholes will be completed to determine the type of structures (brick or pre-cast concrete) and the condition of these facilities
- **Utility Mapping:** The utility mapping identifies all utilities within the project. This information is gathered from available records obtained from respective utility companies and from field surveys. Identifying the locations of utilities will be incorporated into the maps to easily locate them when necessary
- **Topographic Surveys:** Topographic field surveys will be performed to spot check the accuracy of the aerial mapping, and to survey critical locations

Design Memorandum – The design memorandum establishes engineering standards for design and cost estimates including but not limited to data collection, condition documentation, design standards, stormwater evaluation, property access, pavement analysis, preliminary design review, underground utility plan, soils analysis, traffic analysis, etc. This will build upon the Pre-design report recommendation approved by your Council at the August 23, 1999 meeting.

The Design Memorandum includes performing the following key elements:

- **Data Collection:** Information regarding the street's signals, storm drainage systems, private storm drainage systems, right of ways plans, roadway plans and property ownership data will be collected from the proper agencies
- **Design Standards:** An internal Memorandum will be prepared that identifies how specific design standards will be prepared. These standards may be used from the City, Washington State Department of Transportation (WSDOT), King County along with other agencies
- **Property Access:** Property accesses to consider driveway consolidations, driveway relocations, shared access, off-site circulation, parking impacts, median openings and U-turns will be considered
- **Landscape/Urban Design Concept:** A landscape/urban design concept will be prepared that further refines the Pre-Design Urban Design Concept Plan for Aurora Avenue
- **Private Property Interfaces:** Preliminary design solutions for private property interfaces will be prepared. Design sketches will be used to review and resolve interface designs along abutting private properties with City staff and private property owners
- **Pavement Analysis:** A pavement analysis will be performed to determine type, depth and conditions of existing pavement requirements
- **Underground Utility Plan:** Coordination with Seattle City Light, US West, GTE Northwest and Chambers Cable to develop a preliminary plan to relocate selected overhead utilities underground
- **Traffic Analysis:** A traffic analysis will be prepared to determine design parameters and potential traffic related environmental impacts
- **Soils Analysis:** A soils analysis along with specific recommendations will be developed to determine whether a retaining wall, modular wall or fill sections will be used along sections of Aurora Avenue North

Environmental Assessment – The environmental analysis will include the preparation of an environmental review and subsequent reports that comply with state and federal environmental regulations. Examples of these regulations include:

- U.S. Transportation Act (USTA), Section 4 (f): The USTA – 4 (f) is completed to identify potential impacts to parks, recreational facilities or other historic resources
- National Environmental Policy Act (NEPA): NEPA requires the preparation of an Environmental Assessment (EA) that complies with federal environmental regulations because the City is utilizing federal funding for this project

- **Clean Water Act (CWA):** The CWA requires the preparation of a drainage report that describes the existing drainage and water quality conditions in the project corridor, identifies the probable adverse impacts of the design alternative on drainage systems and surface water resources; and recommends mitigation measures that could be implemented. National Pollutants Discharge Elimination System (NPDES) and 404 (Wetlands) water related permits may be obtained as necessary
- **Clean Air Act (CAA):** The CAA requires the preparation of an air quality analysis report that meets the requirements for capital projects by the Environmental Protection Agency and the Washington State Department of Transportation (WSDOT)
- **Endangered Species Act (ESA):** The Biological Assessment (BA) evaluation is performed to measure the impact that the project may have on fish and other wildlife habitat

Community and Agency Coordination – This process includes the coordination between the Shoreline community and staff during future discussions regarding the right of way acquisition process. Staff will solicit community and business representative input in developing a Right of Way Acquisition Policies and Procedures Manual. The manual will serve to establish guidelines during the land acquisition process and comply with State and Federal guidelines. It will also provide specific detail relevant to special terms and conditions associated with the City of Shoreline. This manual will be presented to your Council for input later this summer. Items to be addressed will include:

- Right of way acquisition procedures
- Access standards
- Construction access standards
- Construction notification procedures

Right of Way - The right of way requirements include the establishment of right of way centerlines and completion of a preliminary analysis to identify potential right of way impacts and costs. The analysis includes reviewing existing property lines, required takes, and changes to current access. Costs will also take into consideration potential impacts to structures based on square footage cost by building type.

Project Delivery - The project delivery element will be continuous throughout the duration of the project. It includes the work to set up and plan the project, developing project specific procedures, performing the work, managing changes and closing out the project once completed.

Project Schedule

A project schedule is attached (Attachment A) and provides a complete overview of the of the various phases of the project.

Project Budget

Funding for this project has been obtained from various sources including the Roads Capital Fund, the Transportation and Equity Act for the 21st Century (TEA – 21), the

Hazard Elimination System (HES) and recently the Washington Transportation Improvement Board. An Interlocal Agreement was executed with the Washington State Department of Transportation (WSDOT) to secure funding to start the aerial mapping and environmental analysis. In the adopted 2000 - 2005 CIP, the total funding approved for years 2000, 2001 and 2002 is \$1,281,000, \$1,292,500 and \$7,221,000 respectively. From these amounts the design contract expenditures are estimated to be \$593,566, \$1,187,133 and \$593,567 for the same time period. The remaining balances for these years are reserved for other project activities not included in this contract, including pedestrian crossings, final design, right of way acquisition and construction. Staff will continue to work with the consultant to explore and pursue potential funding opportunities that could provide partial or full funding of the project during the final design and construction phases of the project.

Citizen Involvement

The Aurora Avenue Corridor project will continue to include a high level of citizen involvement. Staff is recommending a five pronged approach to the citizen involvement process.

- Project newsletters and updates on the City's Web site
- Presentations to property owners, residents, committees and other community groups
- Public Open Houses
- Technical Advisory Committee
- Council Involvement

These are explained below. Funding for these items is budgeted as part of the Community and Agency Coordination line item (\$361,597).

Newsletters

Newsletters will be sent out periodically for the duration of the project. The newsletters will provide citizens with updates on the project goals, schedule, and progress as well as invite them to public meetings. The City's Web Site will also contain this information and be updated as needed. Project newsletters will be sent to adjacent property owners, neighborhood officers, citizens involved with the project and other interested parties. Staff will utilize "Currents" and the "Shoreline Enterprise" to announce meetings and project updates,

Technical Advisory Committee

The Technical Advisory Committee (TAC) will consist of City staff, Washington State Department of Transportation (WSDOT) staff, and others as necessary. The TAC will meet monthly and be responsible for coordinating the technical aspects of the project work plan.

Public Meetings

Public meetings will be held periodically to inform property and business owners, and interested citizens of the project status. They will also provide an avenue for all

interested parties to meet and discuss new ideas or specific concerns with staff, the TAC and other agency representatives. The meetings will be conducted in a presentation/ open house format where project status updates will be provided to attendees. Alternatives and options evolving from these meetings will be reviewed with your Council for approval.

City Council

Staff will provide status reports and request your Council's direction at various milestones of the project.

Interurban Trail

This contract will also generate information that will be useful to the development of the Interurban Trail Project. This information will include:

- A combined design meeting with the design staffs of the Aurora Avenue & Interurban Trail Projects
- Survey information
- Utility information
- Environmental Analysis

RECOMMENDATION

Staff recommends that your Council authorize the City Manager to execute a Design Services contract with CH2MHill for Phase 3, Part 2 for the Base Mapping, Preliminary Engineering and Environmental Review for the Aurora Avenue Corridor Project, in an amount not to exceed \$2,374,266.

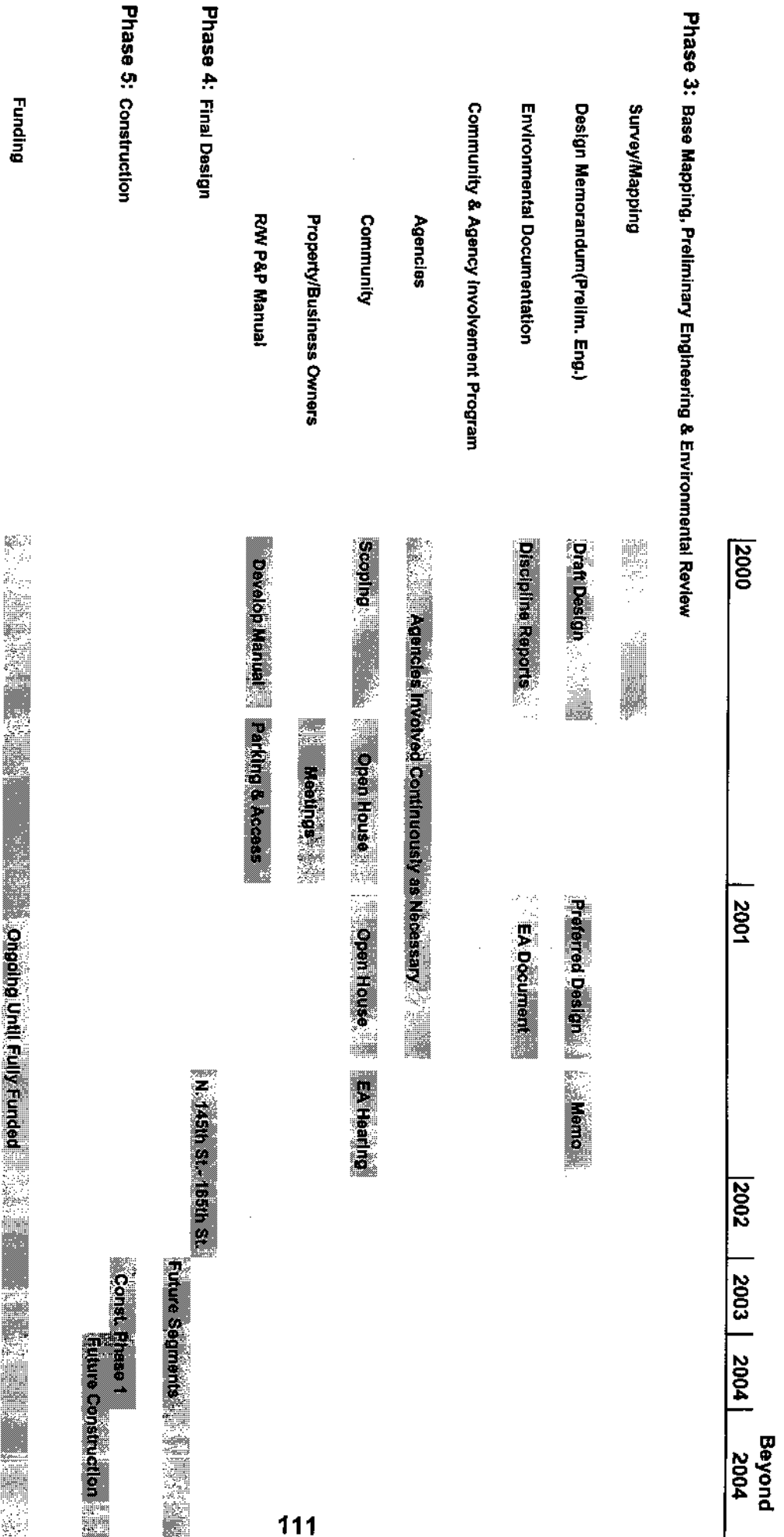
ATTACHMENTS

Attachment A:	Project Schedule
Attachment B:	Scope of Work

Attachment A

Project Schedule

PROJECT SCHEDULE



Attachment B

Aurora Avenue North Multimodal Corridor Project

Base Mapping, Preliminary Engineering and Environmental Review Phase 3, Part 2

(Scope of Work)

**City of Shoreline
Aurora Avenue North Multimodal Corridor Project
North 145th Street to North 205th Street
Base Mapping, Preliminary Engineering and Environmental Review**

Phase 3, Part 2.

5/17/00

**Exhibit B-1
Scope of Work
Project No. 156174
Federal Aid No. x-xx-xxxxx
TIB No. x-x-xxx(xxx)-x**

PROJECT DESCRIPTION

Provide mapping, environmental assessment, and preliminary engineering services to the CITY of Shoreline for improvements to Aurora Avenue North between N. 145th St. and N. 205th St. (approximately 3 miles). Proposed improvements will include a 7 lane roadway section comprised of a business access/transit lane and two general purpose lanes in each direction, a landscaped center median, curb and gutter and twelve foot sidewalks with street trees. The project also proposes new traffic signals, signal modifications, and new pedestrian signals. In addition, overhead utilities will be relocated underground and storm drainage improvements will be made.

This scope of work assumes that the project will have duration of no more than 24 months commencing in May, 2000, and being completed by June 2002.

This scope of work represents Phase 3, Part 2. The Phase 3, Part 1 contract was approved by the Shoreline City council on October 25, 1999.

This project is expected to be partially funded through the Transportation Improvement Board (TIB).

Work Element 1. PROJECT MANAGEMENT

The CONSULTANT will provide overall project administration and management for the duration of this contract.

- 1.1. Direction and Review. Implementation of the workplan, and direction of the staff and review of their work over the course of the project shall be provided. This is for the overall project rather than a specific work element and shall provide guidance to the entire team. The CONSULTANT shall direct and control the staff

by supervising their work, holding regular internal coordination meetings, and by other methods.

- 1.2. Document Management. The CONSULTANT shall provide for the management of the drawings and documents received and generated over the course of the project. This information shall be filed to facilitate ready and selective retrieval. A status of requested information also shall be maintained by the CONSULTANT.

The CONSULTANT will develop and maintain a public comment database using Microsoft Access to store and manage the range of public comments which will be received over the course of the project. A data input form will be created to facilitate the recording of comments. Two pre-defined report formats will be included in the initial development. It is assumed that the number of data fields will not exceed 15. The exact data fields will be determined through discussion with the CITY staff and from a review of the existing comments. The CONSULTANT will collect and enter existing and future comments into the database. This includes comments from Phase 1 of the project as well as comments received from the Phase 3 community and agency involvement programs.

- 1.3. Monthly Progress Reports and Invoicing. This work element shall include the monthly invoice and progress reports. Invoices and backup shall be prepared in accordance with the format agreed to with the CITY project manager. The progress reports shall describe the work accomplished during the billing period including the status of individual work elements, meetings attended, and action or information needed from the CITY. Progress reports shall also indicate work to be accomplished during the next month. The progress reports shall be submitted to the CITY with the monthly invoice.
- 1.4. Budget Monitoring and Projections. Periodic monitoring of the CONSULTANT'S budget shall occur over the course of the project and projections provided to the CITY upon request. Current project financial status as well as independent projections (i.e. non-project related Consultant staff) to complete work shall be developed as needed. This work element is intended to help monitor costs and budgets and to propose corrective actions. These actions could include formal requests for budget or scope modifications.
- 1.5. Project Schedule. An overall project schedule completion date will be established by the CITY. A detailed schedule for the CONSULTANT work elements shall be prepared by the CONSULTANT and will be jointly developed with the CITY. The baseline schedule shall be delivered to the CITY within 45 days from the date of the Notice to Proceed. The schedule shall be revised up to 6 times during the course of the project, at the request of the CITY.

- 1.6 Subconsultant Management. SUBCONSULTANT management shall provide an overview of progress, review invoices and provide overall coordination of SUBCONSULTANTS conducting various project elements.

Work Element 2. PROJECT DELIVERY

This work element is continuous throughout the duration of the project. It includes the work necessary to set up and plan the project, establish project specific procedures, perform the work, manage change and closeout the project. This element will utilize the CONSULTANT'S Project Delivery System (PDS).

- 2.1. Team Chartering. The CONSULTANT shall conduct a chartering session and prepare a charter for Phase 3, Part 2 elements of work, that provides a written description of several important points that serve as input into the workplan. This includes the project purpose, mission, vision, measures of success, roles, responsibilities, and operating guidelines. These are needed to ensure effective communication and decision making during the subsequent project planning and execution activities. These elements will be developed during a team chartering session. The CITY and the CONSULTANT Team will be involved in the chartering session.

This element results in a team charter (documentation of assignments and commitments made during the meeting) that increases the probability that the team will successfully achieve high-quality performance. It will also empower team members, maximizing their effectiveness and influence, and monitor team performance so that the members can diagnose problems and take corrective actions.

An endorsement session shall be held in conjunction with the chartering session. Endorsement of the workplan is the final planning step, and results in projects where the team, management, clients and essential third parties all focus on the same project objectives. They support the team efforts to accomplish those objectives as described in the workplan, and commit to offer whatever assistance is needed to successfully complete the project. An endorsement session shall also include the CONSULTANT Team and the CITY (including document reviewers).

- 2.2. Work Breakdown Structure/Program Planning. The CONSULTANT shall update and follow the work breakdown structure (WBS) developed with the CITY as part of the Phase 3, Part 1 contract.
- 2.3. Communications Service. The communications service plan was developed in Phase 3, Part 1 contract and defined the services that the CITY values and how the CONSULTANT will provide those services. In this contract, that plan will be updated and implemented and a proactive system will be followed to ensure communication on a regular basis.

2.4. Issue and Change Management. The team shall follow the guidelines and processes to manage changes as they occur, that was developed in the Phase 3, Part 1 contract. These processes will be used to maintain thorough and orderly disposition of the change. The Change Management Plan shall address the five elements of change management identified in the Phase 3, Part 1 contract: Identification of change; Analysis of the change and determination of its impacts; Development of a response strategy; Communication of the strategy and gaining agreement on the change; and Revision of the workplan, scope, schedule and budget

2.5. Project Close-Out. The CONSULTANT shall implement the project close-out that will include the following activities:

- Incrementally close individual work elements, including material completed previously to this supplement, as they are completed. Closures shall be documented and communicated to the CITY and task team leaders.
- Conducting a project closure meeting with the CITY to confirm that all deliverables have been submitted and that there are no uncompleted work activities.
- Archiving project materials, files and records, sorting into an organized record. Files shall be boxed up, a file inventory created and sent to the appropriate storage location. A copy of the file inventory shall be transmitted to the CITY upon request.
- Closure of the financial elements of the project, SUBCONSULTANT contracts and submittal of the final invoice.
- Demobilizing of staff and resources

2.6 Quality Management Plan. The processes to be embedded into the project to ensure that the CITY's expectations of quality are met or exceeded were outlined by the CONSULTANT in Phase 3, Part 1 scope of work. The Quality Management Plan will be updated to include work elements in this contract. Quality control includes technical discipline review, lead designer review, and senior review.

Internal discipline reviews shall be performed while the detailed technical work is in progress (i.e., when computations are completed, when analyses have been completed, when sketches and preliminary drawings have been prepared but not yet submitted for finalizing). Lead reviewers shall focus on specific products such as plans, sections of reports, etc., after which time these products are completed. Senior reviews, including constructability reviews, shall be performed for an overall work element when and as defined in the quality control plan. Such reviews shall be performed after project packages are assembled and may be concurrent with the review by the CITY and affected agencies. Quality control efforts and reviews shall include the work performed by the CONSULTANT and their SUBCONSULTANTS.

All scheduled reviews will be documented in a memorandum format to the project manager. The project manager will be responsible for the adjudication of comments/responses with respect to the project scope, budget, and schedule.

Implementation of the Quality Management Plan will be performed under the Quality Control tasks within the various work elements..

Work Element 3. Surveying and Mapping

Provide surveying and mapping as required to support the community and agency coordination, environmental documentation, right-of-way evaluation, and preliminary design work elements. Work Elements 3.1, Field Survey Control, and 3.2, Photogrammetric Mapping were included in the Phase 3, Part 1 contract.

- 3.3 Field Survey. Field survey work to establish existing pavement surface elevations of Aurora Avenue North will be performed by the CONSULTANT. Profiles of the existing roadway surface will be surveyed along the fog lines and along the two-way left turn lane lines. Points will be surveyed at approximately 50 ft intervals along Aurora Avenue North within the project limits.
- 3.4 Measure Downs. The CONSULTANT will perform inspection and measure-downs of existing storm drain catch basins and manholes within the project limits. The purpose of the inspection is to document the type of structure (brick, precast) and the condition to confirm suitability for continued use.
- 3.5 Utility Mapping. Prepare 1"=20' underground utility mapping to match the limits of the planimetric/topographic mapping prepared in the Phase 3, Part 1 contract. The CONSULTANT will compile this mapping from available as-builts and record drawings obtained from the respective utility companies and from "painted" utility location marks on the ground. The utility location marks will be painted throughout the project corridor and the CONSULTANT will field survey their location and incorporate them into the mapping. The CONSULTANT will arrange for the utilities to be located/painted by an outside service. Service line locations will not be mapped. The utility mapping will be produced on MicroStation. Supplemental utility surveying of inverts of the underground sanitary sewer system and other utilities will be conducted (for information not found in utility district/company records). It is assumed that the existing storm drains under Aurora Avenue North will not be reused. Survey for the storm drain system will be limited primarily to locations where connections will be made from the new roadway storm drain system to the existing downstream or upstream systems. The surveyed information will be incorporated into the utility mapping.
- 3.6 Topographic Survey Pick-up. Supplemental topographic field surveying will be performed to spot check the accuracy of the aerial mapping, and to survey critical interface locations to determine pavement match and planing locations. Additional surveying will be conducted in private parking lots and other areas that have been determined to need special design to facilitate drainage. The supplemental topographic field survey will be incorporated into the DTM

developed in the Phase 3, Part 1 contract. The CONSULTANT will obtain rights of entry from property owners with assistance from the CITY.

- 3.7 Quality Control. Implement Quality Control as outlined in Task 2.6.

Work Element 4. Design Memorandum

Provide the preliminary engineering services necessary for the development of design criteria, and prepare a design memorandum and the cost opinions for the project. Work Element 4.1 was completed under the Phase 3, Part 1 contract.

- 4.2. Data Collection. The CONSULTANT will compile and review the following data and records from the CITY and other agencies.

As-builts/Record drawings: WSDOT signals, CITY's storm drainage system, private storm drainage systems, WSDOT right-of-way plans, WSDOT roadway plans, and property ownership data. The CONSULTANT will prepare a letter to each agency requesting record information which will be received, reviewed and filed by the CONSULTANT. The CITY will provide available record information on CITY-owned facilities. The CONSULTANT will also obtain information from the affected utilities and private parties.

Reports/Studies: CITY Comprehensive Plan, Drainage Basin Study, traffic data, geotechnical reports and boring logs for signal poles. The CITY will provide their comprehensive plan, drainage basin study, traffic data, geotech reports and other CITY owned documents.

Walk-Through: The CONSULTANT will walk and photograph the site, log and index photos. Photos will include selected property frontages (not to exceed 50 locations) impacted by the project and along the project every 100 feet.

- 4.3. Before Condition Documentation. Establish and document the "before" conditions that will be used to perform "before and after" analysis in order to gauge the effects of improvement. Document existing conditions of roadway geometry, intersections, signal systems, utilities, landscaping, property access, pedestrian and transit facilities. Much of this data will be summarized from the Pre-Design Study Report. Coordinate with WSDOT to collect available data related to existing traffic and safety conditions. Coordinate with WSDOT to survey pedestrian activity in the corridor under existing conditions. WSDOT will perform the survey. The Before Conditions data will be summarized in a two to three page memorandum and distributed to the CITY, WSDOT and King County Metro.
- 4.4. Design Standards. The CONSULTANT will prepare an internal Memorandum that identifies how and which design standards will be applied including CITY, WSDOT, AASHTO, King County, Metro and the CATF pre-design study recommendations. Standards included will relate to roadway geometrics and access, stormwater and drainage as well as transit amenities.

- 4.5. Stormwater Evaluation. Conduct preliminary assessment of storm water detention and water quality treatment requirements for the one design alternative. Develop preliminary design concepts for temporary and permanent storm drainage and erosion control facilities (on-site and off-site). To the extent possible the CONSULTANT will prepare preliminary calculations for capacity requirements based on a review of State and County Stormwater data. The CONSULTANT will coordinate with the Department of Ecology and Fish & Wildlife to determine HPA stormwater requirements for this project. This coordination will involve a total of two (2) meetings to discuss issues and develop criteria. These meetings are included in Work Element 6.10.
- 4.6. Property Access. Evaluate property access alternatives that consider driveway consolidations, driveway relocations, shared access, off-site circulation, parking impacts, median openings and U-turns. Collect additional information/access concerns from public meetings included in Work Element 6.8. Identify high volume driveways and high trip generation sites, and confirm circulation patterns. The information gathered in this work item will be used to identify opportunities for driveway consolidation and potential needs for left-turn pockets within the median.
- 4.7. Preliminary Design Development. The CONSULTANT will develop one (1) preliminary design alternative for roadway and intersection improvements. The draft preliminary design alternative will be developed from the preferred conceptual design developed in the Pre-Design Study, as modified based on identified impacts and comments from the CITY. A preliminary horizontal alignment, roadway section, with channelization will be prepared at 1"=40' scale (half-size) for the design alternative. The draft preliminary design alternative will be reviewed by the CITY and used in community and agency involvement meetings identified in Work Element 6.
- 4.8. Refinement of Design Alternative. The preliminary alternative will be further refined based on comments and input obtained during the community and agency involvement outlined in Work Element 6. This "refined" preliminary design alternative will then be carried into final design as the preferred alternative.
- 4.9. Landscape/Urban Design Concept. The CONSULTANT will prepare one (1) landscape/urban design concept which further refines the Pre-Design Urban Design Concept Plan for Aurora Avenue. This concept will be rendered on the 1"= 40' scale (half-size) conceptual roadway plan. Prepare landscape and urban design portion of the preliminary design memorandum.
- Elements to be included as a part of the landscape design:
 - Policies and Procedures for Landscaping Memorandum. The CONSULTANT shall coordinate with the City of Seattle on landscaping policies with respect to underground utilities and shall prepare a technical

memorandum that identifies the project's policies and design guidelines for locating trees and plant types. Assume the memorandum will not exceed five (5) pages. The coordination will involve two (2) meeting with the City of Seattle identified under Section 6.10

- Full-Width Landscape Median Concepts (up to 2 typical 20-scale plan enlargement options with elevations)
 - Narrow Landscape Median Design Concepts (up to 2 typical 20-scale plan enlargement options with elevations)
 - Streetscape Urban Design Options for special paving, site furnishings, pedestrians, lighting, plant material, etc. (up to six (6) typical 20 scale plan options with photographs of product options).
 - Street Tree Landscape Plan (40-scale plan with recommended tree matrix with 2 typical roadway (median and no median) Photoshop perspective graphics.
 - Intersection Landscaping concept (1 typical 20-scale plan enlargement)
 - Property Interface Landscape (up to 2 typical 20-scale plans within street right-of-way. showing low walls, site specific conditions, etc.)
 - Gateway Landscaping concept (20-scale plan enlargements of 145th, 175th, 185th, and 205th gateways with up to 8 Photoshop perspective graphic options)
 - Irrigation approach (text description of irrigation concept with product cutsheets)
 - Presentation Graphics – the CONSULTANT will revise landscape presentation graphics up to three (3) times based on comments received from the CITY.
- Elements to be addressed as a part of the architectural design include:
 - Pedestrian safety features and crossings. Identify pedestrian safety features and crossings for three (3) different typical intersections, including cross walks.
 - Sidewalk and Special Paving Concepts. Identify sidewalk and special paving concepts for up to three (3) typical sidewalk types and for up to three (3) typical crosswalks.
 - Street and Pedestrian Lighting. Identify up to three (3) pedestrian and street lighting options and narrow using criteria to a preferred design.
 - Family of Poles including signals. Identify up to three (3) options for “families of poles” and narrow, using criteria, to a preferred design. Poles will be coordinated with street lighting.

- Property frontage modifications. Up to 10 hand sketches will be rendered to illustrate conceptual frontage modifications as reflected in actual design issues.
- Land use/comprehensive plan and development standard allowances. A summary of possible code/policy allowances to enable some aspects of design to be achieved through redevelopment will be provided. Code/policy examined shall include: access and parking requirements, setbacks, building form and mass, building location, on-site landscaping requirements, signage, poles, fencing, stormwater, and drainage. Development standards will also be examined. Potential amendments to land use code and development standards will be identified. Up to 10 conceptual (not property-specific) plans, sections, or elevations will be drawn to illustrate conformance issues.
- Bus shelter designs. Up to three (3) bus shelter designs will be developed in coordination with the public, the Shoreline Arts Commission and Metro Transit. Construction and maintenance costs will be developed. A set of plan and elevation drawings will be developed for the final design(s).
- Opportunities with Full Acquisition. Parcels that will be vacated as a result of improvements or parcels where the existing use remains will be identified. An appropriate urban redevelopment option will be recommended. For vacated parcels, parks, transit areas, public art, monuments, or reconfiguring the parcel with the existing use will be recommended. Up to 20 typical plan examples of urban redevelopment options will be hand-illustrated (10 examples for site impacts, typical examples of building façade modifications will be hand-illustrated to identify potential options to property and business owners.). Up to 20 typical plan examples of urban design opportunities will be hand-illustrated (10 full-site redevelopment, 10 for not developable – parks, etc).
- Opportunities with Partial Acquisition. Develop criteria for redevelopment options. Examine site layout conditions. Potential improvements will be identified, which may include building façade modification, potential landscape modification recommendations, or building relocation. Up to 10 plans or elevations will be produced.

4.10. Private Property Interfaces. Prepare preliminary design solutions for private property interfaces. Hand sketches will be prepared for alternative interface designs for up to 80 parcels along the project illustrating the planimetric elements. No landscaping issues will be addressed on private properties. The sketches will be used to review and resolve interface designs along abutting private properties with CITY staff and private property owners. Property interface grading and layout including access, parking, circulation and sign/pole relocation needs will be identified and addressed.

- 4.11. Construction Sequencing and Detour Concepts. Prepare preliminary construction sequencing and detour concepts, in the report text, for the recommended alternative. No plans will be prepared until final design.
- 4.12. Subsurface Utility Engineering (SUE). The CONSULTANT shall document "Quality Levels" (A,B,C, or D) of utility information for each identified utility as established by ASCE and industry standards and shall advise the CITY of the known or foreseeable risks that existing subsurface utilities can create on the project. The CONSULTANT shall prepare a composite file that identifies utility data quality levels. The CONSULTANT shall identify utility conflicts and recommend a scope for utility investigations and shall recommend appropriate utility accommodation and relocation policies.
- 4.13. Pavement Analysis. Perform analysis of pavement design requirements for new pavement sections and overlay sections using the 1993 AASHTO pavement design guidelines. The CITY will provide truck counts. The CONSULTANT will provide up to 10 pavement cores to determine type, depth and condition of existing pavement as part of Work Element 4.18. The CITY will provide a no-fee permit for the pavement coring work. The CONSULTANT will develop the criteria and methodology for the contractor to determine the limits of pavement removal.
- 4.14. Underground Utility Plan. The CONSULTANT shall coordinate with Seattle City Light, US West, GTE Northwest and Chambers Cable to develop a preliminary plan to relocate select overhead utilities underground. Each utility company will provide the CONSULTANT a preliminary schematic design of their proposed underground facilities showing conduit sizes and runs, major structure/manhole locations, street lights and termination points. The CONSULTANT will identify utility conflicts and coordinate with the franchise utilities for required utility relocations, including coordination of plans for undergrounding all overhead low voltage utilities and new street illumination. The CONSULTANT will coordinate with King County for the undergrounding of their overhead signal interconnect. The CONSULTANT will coordinate with Shoreline Wastewater, Puget Sound Energy, and all other underground utility operators for the relocation of underground utilities. The CONSULTANT will incorporate this information into the design so that it is compatible with other utility and roadway facilities and produce a plan showing preliminary locations of vaults, utility trench routes and termination points. Potential conflicts with existing utilities will be identified and will be the basis to confirm critical locations for utility potholes. Two (2) meetings will be held with interested utilities as part of Work Element 6.10.
- 4.15. Traffic Analysis. The CONSULTANT shall perform traffic analysis for use in determining design parameters and potential traffic related environmental impacts. The following shall be performed by the CONSULTANT:

- Update of City of Shoreline's EMME/2 Multimodal Travel Demand Model to reflect the detail needed to produce reliable future traffic forecasts. Integrate EMME/2 model with regional PSRC model.
 - Expand the King County Synchro model for City of Shoreline arterial network to include the signals at N 145th Street and N 205th Street, to reflect the Aurora Avenue improvements and to support City's concurrency program.
 - Analysis of existing traffic conditions. Summarize roadway characteristics such as speed, number of lanes, and traffic control. Update accident analysis if CONSULTANT can obtain new data reflecting years since 1996 from WSDOT. Existing (1999) traffic volume data will be provided to the CONSULTANT by the CITY including data for all intersections (signalized and unsignalized). Prepare 1999 a.m. and p.m. peak-hour level-of-service calculations for N. 145th St., N. 152nd St., N. 155th St., N. 160th St., N. 165th St., N. 175th St., N. 182nd St., N. 185th St., N. 192nd St., N. 195th St., N. 200th St., and N. 205th St. intersections.
 - Analysis of future traffic conditions (year 2020). Prepare level-of-service calculations for the same intersections and peak periods as described under the analysis of existing traffic conditions above for the design alternative and a no-action alternative.
 - Prepare traffic signal warrants for the installation of new traffic signals at: N. 152nd St., N. 165th St., N. 182nd St., and N. 195th St.
 - Prepare pedestrian signal warrants for an additional signalized pedestrian crossings at N. 165th St., N. 170th St., N. 180th St., and N. 182nd St..
- 4.16. Quantities and Opinions of Cost. The CONSULTANT will estimate preliminary quantities and prepare opinions of cost for the preliminary design alternative. The opinion of cost will be prepared using a 25 percent contingency factor.
- 4.17. Environmental Summary. The CONSULTANT will prepare a summary of environmental assessment findings. Environmental assessment documentation will be summarized to convey key findings of the environmental study performed in Work Element 5.
- 4.18. Soils Analysis. Conduct a soils analysis and recommendation of retaining wall, modular wall or fill sections along Aurora Avenue North. Perform geotechnical exploration and evaluation to determine soils conditions for retaining wall design. Assume 35 to 45 borings or test pits along the frontage. Total drilled footage is assumed to be 1350 feet. Perform geotechnical exploration and evaluation necessary for signal pole base design. Assume four (4) borings per intersection for signal pole foundation design will be conducted at locations determined by the CONSULTANT. Total boring footage is assumed to be 480 feet. Determine type, size and location of retaining walls required. Show in plan and include a typical section for each type. The CONSULTANT will provide up to ten (10) pavement

cores to determine type, depth, and condition of existing pavement for use in Work Element 4.13, Pavement Analysis.

- 4.19. Report Production. The CONSULTANT will assemble the Draft Design Memorandum and submit ten (10) copies to the CITY.
- 4.20. Design Review Workshop. The CITY will conduct a design review workshop with the CONSULTANT to present and discuss the CITY's review comments. The intent is to assemble key CITY staff with the CONSULTANT's designers to confirm that design, construction and operational issues have been identified and coordinated sufficiently to proceed with the Final Design Memorandum.
- 4.21. Value Engineering. The CITY will conduct a Value Engineering (VE) Study of the project after the Design Memorandum is complete and the preferred alignment is identified. A presentation detailing the design criteria and constraints of the project will be given by the CONSULTANT to assist the CITY in this study. The CONSULTANT will prepare a written response to the Value Engineering Study recommendations and include applicable recommendations into the final design.
- 4.22. Channelization Plans. Channelization plans will be prepared showing the proposed channelization, sidewalk, median, and driveways. The plans will be prepared to meet WSDOT Channelization Plan for Approval requirements and will be submitted to WSDOT for approval along with other required supporting documentation including WSDOT design deviations and design vehicle turning movement analysis. WSDOT channelization plans will be developed at 1"= 50' scale (full-size). The CONSULTANT will attend two (2) meetings (included in Work Element 6.10) with WSDOT to establish and coordinate channelization plan issues. The CONSULTANT will prepare one response to WSDOT review comments and resubmit revised documentation for final WSDOT approval.
- 4.23. Final Design Memorandum. Compile all comments including the CITY's and WSDOT (Channelization, signals/traffic & structural) and VE study and incorporate these comments into the design memorandum. The CONSULTANT will deliver ten (10) copies of the Final Design Memorandum to the CITY.
- 4.24 Quality Control. Implement Quality Control as outlined in Task 2.6.

Work Element 5. Environmental

An Environmental Assessment (EA), based on supporting discipline reports for the design alternative and the No-Action alternative, will be prepared by the CONSULTANT in compliance with the National Environmental Policy Act (NEPA). For budgeting purposes, it is assumed that the EA will result in a Finding of No Significant Impact (FONSI), and that supporting discipline

reports will be prepared for the elements of Surface Water, Historic Resources, Social (including recreation, public services, pedestrian and bicyclist facilities, and environmental justice), Transportation, Air Quality, Noise, Relocation and Economics. An ESA-compliant Biological Assessment (BA) will also be prepared. A possible Section 4(f) Evaluation will be performed depending on the outcome of the historic resources and recreation analyses. Five copies of the Draft Discipline Reports will be prepared for City, WSDOT, and FHWA review. The CONSULTANT will make necessary changes based on reviewer comments for the Final Discipline Reports. Ten copies of the Final Discipline Reports will be made for distribution to the CITY, WSDOT, and FHWA.

5.1 Surface Water Discipline Report. The CONSULTANT will prepare a Surface Water Discipline Report that will characterize and describe existing drainage and water quality conditions in the project corridor; identify (to a qualitative level only) the probable adverse impacts of the design alternative on drainage systems and surface water resources; and recommend mitigation measures that could be implemented. It is assumed that no flow or water quality data will be collected and no flow calculations will be done for surface water quantity except as needed to estimate annual pollutant loading to receiving waters. If flow data are available for some water bodies, those data will be used. No calculations will be done to determine the sizes of surface water collection, conveyance, and/or treatment facilities.

- Existing streams and lakes will be identified that would be directly impacted by the project or that would receive stormwater runoff from the design alternative. Rivers, streams, and lakes with important aquatic resources will be determined from available literature and information obtained from resource agencies. Echo Lake, Boeing Creek, Thornton Creek, and McAleer Creek are four surface water bodies assumed to have potential impacts.
- The potential for the project to increase erosion, sedimentation, stormwater runoff, and other construction-related pollutants will be determined. Potential stormwater quantity and quality treatment measures that may be used for the design alternative will be identified. Potential locations for proposed stormwater treatment facilities will be identified.
- Long-term annual pollutant loads to receiving surface waters will be estimated using the methods described in the WSDOT highway Water Quality Manual (WSDOT, 1988). Those methods rely on predictions of average daily traffic, determinations of roadway length, change in impervious surfaces, and relationships established by long-term roadway runoff studies in Washington.
- The CONSULTANT will prepare relevant water-related permit applications. Permits could include Water Quality Certification, NPDES (WDOE), and possibly a Hydraulic Project Approval (HPA). A JARPA application shall be used to apply for the permits. The CITY will pay all permit fees.

5.2. Biological Assessment. The CONSULTANT shall prepare a preliminary, reconnaissance-level review of project-related actions that might potentially impact sensitive species, including salmonids, within the project area. This effort shall include a 1-day site visit. This review shall provide the basis to determine the level of effort required to prepare a BA for the project. The full scope for a BA is set out below – however, the level of effort required to complete the BA will depend on the number of sensitive issues identified. This scope of work and accompanying budget shall be for the preliminary reconnaissance level review; the preparation of the BA shall be by supplement to the contract.

- The CONSULTANT shall prepare a Biological Assessment (BA) for FHWA review and forwarding to USFWS and NMFS for an “effect determination”. This begins the Section 7 Consultation process as required by the Endangered Species Act.
- The CONSULTANT shall participate in one (1) pre-environmental analysis meeting with the reviewing agencies before developing the BA.
- The U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), Washington Department of Natural Resources (DNR), and Washington State Department of Fish and Wildlife (WDFW) will supply a list of threatened and endangered species for the project area. The CONSULTANT shall address listed, proposed, and candidate species and or habitat which occur within the project area. On-site vegetation and habitat types will be characterized. The presence of critical habitats or any sensitive, threatened, or endangered species will be identified. Project impacts will be evaluated in terms of habitat modification. Mitigation measures to reduce the impacts will be identified.
- The CONSULTANT will document in the BA the following elements:
 - The activities that could potentially impact the species
 - The baseline conditions of the habitat
 - The impacts to the various life stages of the species and to the baseline conditions
 - How the new impervious surface will be treated for stormwater; including the percent of new stormwater to be treated for quality and quantity, methods used, amount of existing surface treated
 - Effects Analysis divided into the following categories: Direct effects, indirect effects, interrelated and interdependent effects, cumulative effects
 - The proposed mitigation (subject to WSDOT approval)
 - The proposed BMP's that will be deployed to reduce impacts (subject to WSDOT approval)
 - The “effect determination”
 - The proposed monitoring elements (subject to WSDOT approval)

- Include TESC plan and Spill Prevention Plan
 - The CONSULTANT shall use the WSDOT guide "ESA Stormwater Effects Guidance for Projects", version 6.1, as guidance on making effect determinations for biological assessments prepared for the National Marine Fisheries Service.
 - The BA shall be prepared in conformance with standard practices of the State for similar projects prepared by its own staff. The CONSULTANT shall submit the BA to the State for review. All comments returned to the CONSULTANT shall be addressed to the satisfaction of the State and CITY. The finalized report will be submitted to the State for approval.
- 5.3. Displacement and Relocation Report. Based on right-of-way maps for the project and field reconnaissance, the CONSULTANT shall identify residences and businesses that would be displaced by the design alternative as a result of right-of-way acquisitions and prepare a Relocation Discipline Report. For the purposes of this scope and the accompanying budget, it is assumed that only business displacements, numbering no more than 21, will be encountered. Determination of whether displacement impacts are disproportionate in the context of the Executive Order 12898 on Environmental Justice will be done as part of the Environmental Justice section of the Social Discipline Report.
- For enumerating and characterizing potential business displacees, the CONSULTANT shall identify the type of business, owner ethnicity, and the number of employees based on a telephone call or field visit. The CONSULTANT will use information from the King County Department of Assessments to identify business property owners and their mailing addresses, and will prepare a letter to the identified business property owners, modify the letter in response to State and CITY comments, and mail each letter. The letter will ask for permission to contact the owner's tenants in order to identify the name of the business, the nature of the business, the number of employees (including the owner) at that business, and gain insight into whether they could and would relocate within the same general area or elsewhere, or whether they would close the business permanently. One follow-up telephone call will be made to each property owner to request information about the tenants in the property such as business names, types of businesses, and business owner's name and telephone number. Information not obtained shall be estimated based on square-foot-per-employee ratios from the PSRC and other sources.
 - A site visit will be made to each business property to confirm business names and addresses. During the site visit, the CONSULTANT will ask questions, as listed in the preceding paragraph, of each business and if necessary, request the names and phone number of a person that could better respond to the questions. One follow-up phone call will be made to the designated contact person for each business.

- The analysis shall also include a qualitative discussion of the availability of relocation sites in the general project area, the suitability of those relocation sites for the types of businesses to be relocated, businesses that may not be suitable for relocation, and other special relocation requirements.
- Although the report will address mitigation of displacement impacts, it will not evaluate compensation amounts, determine fair market values, or otherwise provide analysis to determine actual dollar amounts that would be offered for displaced properties. This type of evaluation will occur later in the project when design for the alignment and associated facilities is further defined and finalized.

- 5.4. Social Discipline Report. The CONSULTANT will prepare a Social Discipline Report that includes potential impacts to Public Services (police/fire service, utilities), Recreational Facilities, and Pedestrian and Bicycle Facilities, as well as an Environmental Justice analysis. Social issues of community cohesion and regional and community growth will not be addressed due to the lack of relevance to the project. It is assumed that demographic information for neighborhoods will be assessed within the Environmental Justice section of the Social Report and not as a separate section.
- Potential impacts on Recreational Facilities during and after construction will be described including access to, the usability of, and the integrity of existing and proposed facilities. Facilities anticipated to be analyzed include a proposed waterfront park on the southwest shore of Echo Lake, a potential park at N 165th Street and the Interurban Trail. Any impacts on recreational facilities identified will result in a separate Section 4(f) Evaluation.
 - The CONSULTANT will describe potential impacts to Pedestrian and Bicyclist Facilities, including the proposed Interurban Trail. Information on the Interurban Trail will be provided by the CITY.
 - The Social Discipline Report will describe how selected Public Services (fire protection, police protection, and utilities) will be affected by the construction and operation of the project, including service disruptions, circuitry of access, and changes in service response times during construction. Also discussed will be changes in service areas, service response times, and new or additional services that may be needed as a result of any induced growth after project construction.
 - The Environmental Justice analysis will be prepared in compliance with the following: Presidential Executive Order 12898, Federal Actions to Address Environmental justice in Minority Populations and Low-Income Populations dated February 11, 1994; US Department of Transportation (DOT) Order on Environmental Justice (DOT Order 5610.2) dated April 15, 1997; and Federal Highway Administration (FHWA) Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (FHWA Order 6640.23) dated December 2, 1998. The CONSULTANT will identify and describe the locations of minority and low-income populations in the project study area based on 1990

Census data. The distribution of impacts on minority and low-income populations relative to non-minority/non-low-income populations will be based on "significant impacts" as reported in other discipline reports prepared for this project. This analysis will identify the nature and locations of impacts that have the potential to fall disproportionately on minority and/or low-income populations. Project benefits which may offset potentially disproportionate impacts will be identified. A mitigation discussion will suggest, after consultation with relevant agencies, measures to minimize identified impacts on minority and low-income populations.

5.5. Cultural Resources Report. The CONSULTANT will perform a Historic and Archaeological exploration of project area. Historic and archaeological resources may include districts, sites, buildings, structures, objects, and landscapes significant in local history, prehistory, architecture, archaeology, engineering, and culture. Any impacts on archaeological or historic properties will result in a separate Section 4(f) Evaluation.

- The CONSULTANT will visit the Office of Archaeology and Historic Preservation (OAHP) (Lacey, Washington) to identify known/recorded cultural resources based on information collected from the OAHP. Local and regional comprehensive plans and other existing inventories (including previous investigations, historic maps, documents, and public input) will also be collected. A second consultation with OAHP by telephone and/or letter will be required to convey the results of the field visit and to discuss any further steps that should be taken to comply with NEPA and/or SEPA requirements. The CONSULTANT will contact the Tulalip Indian Tribe and the Suquamish Indian Tribe to discuss the project with the appropriate member of the Tribe's cultural resource staff and to solicit their concerns, if any, about the project's possible effects on cultural resources important to the Tribes.
- It is assumed that this investigation is designed only to confirm information from previous studies and available inventory lists and maps. Since it is assumed that this initial effort is designed as much to find potential fatal flaw constraints, the investigation will concentrate on trying to identify National or State Register listed or determine eligible properties. Therefore, at this stage of investigation:
 - Field reconnaissance work will be limited to windshield surveys; such windshield surveys would not be complete or exhaustive in coverage.
 - Any identified archaeological site(s) or historic buildings or structures will only be plot mapped and photographed; no formal archaeological site record forms or historic property inventory forms will be completed.
 - Historic context statements will not be developed.

5.6. Section 4(f) Evaluation. If potential impacts to parks or other recreational facilities or to historic resources are identified in tasks 5.4 and 5.5 a Section 4(f) Evaluation

will be completed by the CONSULTANT. Section 4(f) of the U.S. Transportation Act of 1966 requires that USDOT agencies "not approve the use of land from a significant publicly-owned park, recreation area, open space, or wildlife and waterfowl refuge, or any significant historic site unless there is no feasible and prudent alternative to the use of land from the property and the action includes all possible planning to minimize harm to the property resulting from the use." The evaluation shall be prepared in accordance with the FHWA Technical Advisory 6640.8.

- The CONSULTANT will identify and describe the Section 4(f) resource(s). This description will be based on input from the Social and Historic and Archaeological discipline reports.
- The potential direct impact (property acquisition) and proximity impacts that could be a constructive use of the Section 4(f) resource will be identified and evaluated. The impacts discussion will be based on the findings contained in the Social and Historic and Archaeological discipline reports.
- Agencies with jurisdiction over the affected Section 4(f) resources will be contacted to identify the use, value, and significance of the affected resource.
- Alternatives that could avoid impacts to Section 4(f) resources will be identified and evaluated. In accordance the Section 4(f) requirements, avoidance alternatives must be considered and if an avoidance alternative is considered to be "prudent and feasible" and satisfies the purpose and need for the project, it must be selected as the preferred alternative. Complete documentation will be included regarding the disposition of each alternative considered and evaluated.
- If no feasible or prudent avoidance alternatives are identified, measures to minimize harm to the Section 4(f) resources will be identified. The acceptability of these measures will be identified as a result of coordination with the agencies with jurisdiction .

5.7. Transportation Discipline Report. The CONSULTANT will conduct a traffic analysis for the project and document it in a Transportation Discipline Report to accompany the Environmental Assessment. The report will include results of the analysis performed in Work Element 4.15.

5.8. Noise Discipline Report .The CONSULTANT shall document the methodology and assumptions used to guide a Noise Analysis and prepare a Noise Discipline Report. The report will identify all community areas with the potential of being impacted by noise and identify appropriate noise mitigation measures that will minimize impact in a cost-effective manner. To the extent possible, specific locations and design parameters for the mitigation measures will be included in the preliminary design of the project.

- The noise report shall be based on the guidelines presented in the current Federal Aid Policy Guide, Sub-chapter H, Part 772 Procedures for Abatement of Highway

Traffic Noise and Construction Noise, and the WSDOT Traffic Noise Abatement Policy and Procedures.

- The CONSULTANT shall conduct a reconnaissance of the project study area to determine land uses in order to locate sensitive receptors, and determine their distances from the proposed design alternative. Selection of sensitive receptors for the study will be based upon their sensitivity to noise and their distance from the project and must be sufficient to identify noise impacts but shall not exceed fifteen sites. The CONSULTANT shall note physical and terrain features which may be altered during construction and affect noise levels.
- The CONSULTANT will describe existing noise levels in the project area and identify all major noise sources. All measurements will be conducted during daytime (PM) peak hours. The primary source of the noise will be identified for each monitoring site. All noise sources will be noted and those that may interfere with future mitigation determination will be identified. Traffic information shall be assembled from the data collected for the traffic report under Work Element 4.15. No additional traffic model runs shall be made.
- Roadway construction noise levels will be estimated using the methods described in the U.S. Department of Transportation's Highway Construction Noise: Measurement, Prediction, and Mitigation, 1977. Anticipated construction noise will be compared against applicable local ordinances (in the form of estimated noise levels versus distance from construction equipment).

5.9. Air Quality Discipline Report. The CONSULTANT shall document the methodology and assumptions used to perform an Air Quality analysis and prepare an Air Quality Discipline Report per DOE and WSDOT requirements for capital projects. Traffic information shall be assembled from the data collected for the traffic report under Work Element 4.15. No additional traffic model runs shall be made.

- Existing climate and air quality information will be collected and summarized by the CONSULTANT, including regional weather patterns and local air contaminant monitoring data.
- The CONSULTANT shall evaluate post-construction impacts to ambient carbon monoxide (CO) concentrations from increased motor vehicle traffic. This analysis will be performed using the EPA models MOBILE5a and CAL3QHC to calculate CO concentrations at receptors along SR 99 from North 145th Street to North 205th Street for up to four (4) intersections with the highest increase in vehicle capacity. The models will use free-flow vehicle speeds, link volume estimates, and queue length and turning movement details generated by the traffic analysis and will be evaluated for base year, project completion year, and design year. Peak-hour impacts will be calculated and converted to 8-hour average concentrations for comparison to the CO ambient air quality standards using a factor of 0.7 as recommended by modeling guidance. The analysis will be used to

make a determination of whether the project will conform to the State Implementation Plan per WAC 173-420, the Federal Clean Air Act, and 40 CFR Pars 5 & 93 (rev. August 15, 1997).

- A qualitative discussion of air quality impacts as a result of construction activities will be included in the report.
- If any violations of the NAAQS are predicted, potential mitigation measures will be identified by working with the traffic engineering team. Mitigation measures will be identified including modifications to intersection configurations and traffic control strategies for localized impacts. Mitigation measures for short-term construction-related air quality impacts will be addressed qualitatively.

5.10. Economics Report. The CONSULTANT shall prepare an Economics report identifying economic conditions in the project area, describing impacts of the project, and identifying mitigation measures.

- The discussion of economic conditions will include overall business activity, number and type of businesses, employment, property values, tax base, and ethnicity of property owner (for Environmental Justice purposes). PSRC data and data from other existing sources will be used to describe baseline conditions.
- Impacts of the project will be described, including construction-period economic impacts, temporary and long-term changes in traffic and associated shopping patterns, loss of businesses and jobs as a result of right-of-way acquisition, change in access or loss of parking, construction and long-term employment, and business growth. Loss of tax revenues associated with right-of-way acquisition and displacements will be based on estimates of assessed valuation. Estimates will be prepared by multiplying acres of land acquired by land use category by estimated assessed values and levy codes. Assessed values and levy codes for each land use category will be estimated using information from the King County Department of Assessments.
- Measures to mitigate economic activity or employment impacts will be identified. Mitigation measures are not typically and will not be identified for property value or tax revenue impacts.

5.11. Draft Environmental Assessment. The various discipline reports will be summarized and consolidated into the Environmental Assessment (EA). In addition to these technical environmental elements, the EA will include the following sections:

- Purpose of and Need for the Project
- Description of the Alternatives, including a discussion of the evaluation and screening of other alternatives and how the preferred alternative was selected
- Comments and Coordination, summarizing coordination efforts with agencies and the outreach to/ input received from the public.

Five (5) copies total of a preliminary EA will be prepared for FHWA, WSDOT, and CITY of Shoreline review. Based upon a consolidated set of comments provided by WSDOT, the CONSULTANT will make appropriate revisions to the EA and print five (5) copies. It is assumed that WSDOT will prepare the Notice of Availability announcing that the EA is available for review.

- 5.12. Final Environmental Assessment. Following the public availability period, the revised draft EA will be revised and finalized to reflect changes in the proposed action, impacts, or mitigation measures resulting from comments received, include any necessary findings, agreements, or determinations (such as Section 106 consultation or Section 4(f) conclusion), and include a copy of pertinent comments received on the EA and appropriate responses to the comments. For the purpose of the accompanying cost estimate, no more than fifty (50) comments on the EA that will require a response are assumed. Ten (10) copies of the finalized EA will be printed.
- 5.13 Quality Control. Implement Quality Control as outlined in Task 2.6.

Work Element 6. Community and Agency Coordination

The CONSULTANT will assist the CITY in stakeholder communication of the project to the Shoreline Community and interested agencies. Work Elements 6.1, Mailing List and 6.2, Scoping Meeting were included in the Phase 3, Part 1 contract.

- 6.1 Mailing List. The CONSULTANT will continue to maintain a mailing and contact list as described in the Phase 3, Part 1 scope of work
- 6.3 Right of Way Acquisition Policies and Procedures Manual. A guideline will be prepared for the land acquisition process to be followed as a part of the Aurora Corridor Project. This manual will be in compliance with all State and Federal Guidelines and will contain specific detail relating to special terms and conditions applied to the process by the City of Shoreline. A public involvement process comprised of community and business representatives will be used to develop the draft manual. The CONSULTANT will provide five (5) copies of the draft manual to the CITY. Up to four (4) meetings will be held with the ad hoc group. All arrangements for these meetings will be the responsibility of the CITY. The Right of Way Acquisition Policy and Procedures manual will be confirmed at the Open House.

The manual will contain, at minimum, the following elements:

- Purpose and Need
- A summary of applicable State and Federal Law
- Definitions

- Applicability
- Acquisition Procedures
- Payments for Expenses
- Other sources of Available assistance
- Access standards
- Frontage Design Standards
- Construction access
- Construction notification
- Seattle City Light ROW

Adoption of the final version of this manual will be requested of the Council. Ten (10) copies of the final manual will be provided to the CITY by the CONSULTANT.

6.4 Council Meetings. The CONSULTANT will support the CITY staff in five (5) CITY Council meetings. CITY staff will attend the meeting with supporting documents prepared by the CONSULTANT. These documents will include a plan with a layout for the project and graphic boards to illustrate design elements. One of the meetings will occur prior to Workshop #1 of Section 6.6, when the conceptual alternative is presented to the Council. In another meeting, the CONSULTANT will support CITY staff in the presentation of the refined alternative. This meeting will occur prior to Workshop #2. The CONSULTANT will support the CITY for the presentation of the Right-of-Way Policies and Procedure manual at another Council meeting. The Consultant will support the CITY for an update Council meeting. The final Council meeting will include the presentation of the preferred design alternative as developed from the community workshops. This presentation will include a plot of the preferred proposed design as well as an informational packet to identify critical issues. The intent is to achieve consensus on the preferred design alternative and have the council formally adopt it.

6.5 Workshop/Openhouse Flyers. The CONSULTANT will develop a flyer/announcement for Workshop #1 & #2 and the Openhouse and prepare them for mailing using the mailing list developed in Work Element 6.1. The CONSULTANT will stamp and mail or distribute the project flyers. Workshop #2 and the Openhouse will be open to the general public via an announcement in the CITY's monthly newsletter.

6.6 Workshop #1. The CONSULTANT will support the CITY in Workshop #1. The CONSULTANT will develop the draft preliminary design alternative for this workshop. The attendees of this workshop will include the CITY, the CONSULTANT and the following stakeholders: Businesses, and Property Owners. The purpose of this Workshop will be to present "given" items and issues related to

this project. The attendees will be asked to expand on these issues. This will be achieved using a mind mapping technique and then breaking the stakeholders into their respective groups to discuss and prioritize additional issues. The CONSULTANT will collect and compile the comments and incorporate them where possible into the project and prepare a "refined" preliminary design alternative.

6.7 Parking and Access Meetings. The CONSULTANT will conduct several parking and access meetings with the local owners and tenants to discuss and resolve design issues and project impacts. In addition, the CONSULTANT will identify private signs and other improvements, (i.e. lighting, landscape irrigation) requiring relocation as a result of the project and provide a list of the sign and business owners to the Planning Department. The Parking and Access meetings will include the following:

- The CONSULTANT and the CITY will attend up to twelve (12) parking and access meetings with groups of abutting property owners and/or tenants. The group meetings will be a working meeting to discuss the "refined" preliminary design alternative, property interface designs, and potential right-of-way and easement needs. These meetings will be held prior to the CITY Council Update.
- Six (6) additional property owner group meetings will be budgeted to resolve remaining concerns that are not resolved in the first round of property owner meetings.
- The CONSULTANT will attend five (5) on-site eight hour sessions for "on-call" meetings with individual business owners and property owners to address specific critical impacts. Interested parties will sign up for designated blocks of time during the five sessions.
- Five additional meetings with individuals will be held to resolve remaining concerns not addressed by the on-site "on-call" meetings.

6.8 Workshop #2. The CONSULTANT will support the CITY in Workshop #2. The attendees of this workshop will include the CITY, the CONSULTANT, the general public and all the stakeholders listed in Work Element 6.1. The purpose of this workshop is to share the "refined" preliminary design alternative developed from comments in workshop #1 and collect further comments from the attendees and incorporate them into a preferred design alternative.

6.9 City Coordination Meetings. This work element provides for the preparation, attendance, follow-up, and, when appropriate, documentation of project coordination meetings with the CITY over the course of the project. These meetings shall be the forum for the CITY to provide input and guidance for the direction of the project. They will also be used to discuss project issues, approve submittals, and develop potential solutions. The CONSULTANT will attend up to 24 project coordination meetings. Coordination meetings between the CITY and the CONSULTANT shall be held in the Bellevue office of the CONSULTANT.

- 6.10 Agency Coordination Meetings. The CITY will arrange project meetings with cooperating and permitting agencies. The CITY will conduct the meetings with assistance from the CONSULTANT. It is anticipated that agencies will include the Washington Department of Ecology (WDOE), Metro, King County, Snohomish County, the City of Seattle, TIB, Sound Transit, and WSDOT. A total of nine (9) agency meetings are anticipated.
- 6.11 Open House. The CONSULTANT will support the CITY in an Open House. The attendees of this Open House will include the CITY, the CONSULTANT, the general public and all the stakeholders listed in Work Element 6.1. The purpose of this open house is to share the council's preferred design alternative and share the impacts/benefits of that alternative with the attendees.
- 6.12 Interurban Trail Coordination. A workshop will be held in order to brainstorm potential opportunities and develop strategy for interfaces between the Interurban Trail and Aurora Avenue North: N 175th Street to N 185th Street segment. This workshop will be attended by CITY Staff, the CONSULTANT team and the Interurban Trail consultant team. To further develop the most promising opportunities a design charette will be held with the same parties. Up to four (4) additional meetings will be held for further coordination.
- 6.13 Aurora Corridor Art Program. The CONSULTANT team will work with the CITY to develop an ongoing art program for the Aurora Corridor. Participants in this program may include the Shoreline Arts Commission, the Shoreline Parks Department, and the City Manager's Office. This program will provide design input to the CONSULTANT team as well as serve to identify a process to provide art for the project. The CONSULTANT will assist this group to identify funding for art as part of Work Element 8. Up to four (4) meetings will be held to accomplish this work element.
- 6.14 Senior City Staff Briefings. The CONSULTANT will provide informational briefings to the City's Senior Staff for discussion of project status and outstanding project issues. This briefings will occur at milestones or prior to major council decisions. Up to six (6) briefings will be provided under this task.
- 6.15 Environmental Assessment (EA) Hearing. The CONSULTANT will support the CITY in the EA Hearing, which is an open house to accommodate public review and comments of the DRAFT EA. It is assumed that WSDOT will prepare the Notice of Availability announcing that the EA is available for review and announcing the EA Hearing. The CONSULTANT will collect and compile the comments and incorporate them where possible into the FINAL Environmental Assessment.
- 6.16 Quality Control. Implement Quality Control as outlined in Task 2.6.

Work Element 7 Right-of-Way Requirements

The CONSULTANT will establish right-of-way centerlines and perform a preliminary analysis of right-of-way requirements to identify potential right-of-way impacts and costs. Work elements 7.1, title Reports and 7.2, Aurora Avenue R/W centerline were included in the Phase 3, Part 1, contract.

- 7.3 Right-of-Way Centerline. The CONSULTANT will establish the right-of-way centerline for each of the side streets noted below. Centerlines will be established on the side streets 200 feet from the centerline of Aurora Avenue North. The CONSULTANT will perform records research and calculations. Field survey required for this task will be performed under this task.
- N. 145th St.
 - N. 152nd St.
 - N. 155th St.
 - N. 160th St.
 - N. 165th St.
 - N. 170th St.
 - N. 175th St.
 - N. 180th St.
 - N. 185th St.
 - N. 192nd St.
 - N. 195th St.
 - N. 200th St.
 - N. 205th St.
- 7.4 Right-of Way Analysis. Prepare an analysis of preliminary right-of-way requirements based on existing property lines, required takes, and changes to current access. This preliminary analysis will be utilized to help establish preliminary opinion of cost. It is assumed that stormwater capture, conveyance and treatment facilities will be located within the project limits and no easements or right-of-way will be required or obtained for those facilities. Review title reports and ownership information for each parcel. 180 parcels are assumed for this work. Final parcel calculations will not be performed.
- 7.5 Right-of-Way costs. Review standard right of way acquisition costs for the area within the project limits. The CONSULTANT will use a certified appraiser to estimate a project wide per square foot average cost for right of way acquisition. Specific parcels costs will not be prepared.
- 7.6 Building Impact Opinion of Cost. Provide order of magnitude costs to address potential impacts to structures based on square footage cost by building type. Assume up to 20 buildings would be impacted. Opinions of cost will be based upon written assumptions and will be order of magnitude only.

7.7 Quality Control. Implement Quality Control as outlined in Task 2.6.

Work Element 8. Additional Funding Pursuit

The CONSULTANT will assist the CITY in its continued pursuit of full funding for the Aurora Corridor Project. This will consist of the preparation of funding applications and promotion of the project. Work Element 8.1 through 8.4 which pursued two grant applications, was included in the Phase 3, Part 2 contract. For this contract, one additional grant application will be pursued.

- 8.1. Identification of Opportunities. Identify potential funding opportunities that could provide partial or full funding of corridor pre-construction activities, right-of-way, and construction of improvements. Anticipate schedule for application submittals for each source. Establish unique requirements for each source to help prepare for application. List intent of each source and special attributes and criteria that are important to those funding programs.
- 8.2. Funding Program Coordination. Maintain contact with funding programs and coordinating agencies to anticipate opportunities and to keep them informed on this project.
- 8.3. Project Promotion. Maintain interest and promote the project with local funding partners through regular contact. Seek to maintain consensus among partnering agencies by addressing their issues, and considering their project needs.
- 8.4. Application Preparation. Work with City staff to prepare up to one (1) separate grant applications for submittal to funding agencies. The information needed for inclusion into the applications is assumed to be readily available from prior work or other work within this scope.

Work Element 9. Management Reserve

- 9.1 This task comprises optional services which will be performed at the direction of the City's Project Manager. The work could consist of additional meetings, presentations, studies, right-of-way field surveys, etc. This work will be performed only when requested and authorized by the City's Project Manager by letter. The scope of work, labor budget, expense budget, and amount of fixed fee will be determined at the time of such request for the optional services.

Additional Phases of Work

If the City is satisfied with the work accomplished within the first three phases of work, the City and Consultant may continue with anticipated work for the development of the Aurora Corridor

improvements. This work could include design, right-of-way acquisition assistance, and construction assistance. The scope of work, labor budget, expense budget, and amount of fixed fee for that work will be determined at that time.

City Review

The City shall be responsible for the timely collection of comments from City and agency staff, and resolving conflicting comments, and shall submit one set of consolidated comments to the Consultant for each submittal. Additional reviews by City staff that require changes to products will require additional budget under the Management Reserve.

Items to be provided to the CONSULTANT by the CITY

City of Shoreline's right-of-entry form

As-built and record drawings for Shoreline's storm drainage system and other City-owned facilities

Shoreline's Comprehensive Plan, drainage Basin Study, geotechnical reports, boring logs and other relevant documents

Existing traffic volume data including intersection data and truck counts

Interurban Trail information

Deliverables to be provided to the CITY by the CONSULTANT

Monthly invoice and progress report

Project Schedule

Completed right-of-entry forms, signed by property owners

Preliminary Design Alternative drawings (1" = 40') – one (1) half-size set

Refined Preliminary Design Alternative drawings (1" = 40') – one (1) half-size set

Landscape/urban Design Concept (1" = 40') – one (1) half-size set

Draft Design Memorandum – ten (10) copies

Update of Shoreline EMME/2 Model

Traffic Model Documentation

Transportation Discipline Report

WSDOT Channelization plans for approval (1" = 50') – one (1) full-size set

Final Design Memorandum – ten (10) copies

Draft Environmental Discipline Report – five (5) copies

Final Environmental Discipline Report – ten (10) copies

Draft Environmental Assessment – five (5) copies

Final Environmental Assessment – ten (10) copies

Draft Right-of-Way Acquisition Policies and Procedure Manual – five (5) copies

Final Right-of-Way Acquisition Policies and Procedure Manual – ten (10) copies

Workshop flyers

Grant application for additional funding – one (1)

Council Presentation Materials

Council Meeting Date: June 12, 2000

Agenda Item: 9(c)

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of New Contract for Provision of Police Services in the City of Shoreline
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Bob Deis

EXECUTIVE / COUNCIL SUMMARY

The King County Sheriff's Office has provided the City of Shoreline with most of our police services since incorporation. As you know this is our largest service contract and accounts for \$5.7 million of our General Fund operating budget. Your Council authorized staff to begin negotiating a new contract after reviewing the results of a consultant study of our current arrangement. That study found that we were getting good service at a cost that approximates what it would cost to operate our own police department. Yet, to begin our own police department we would have to incur \$2.3 million in additional startup costs.

The issues that contract cities set out to address or review in this negotiation process is found in Appendix A. All these issues were thoroughly examined and were either addressed with new contract language or withdrawn as concerns. Costs for the new contract remain the same as our existing agreement. As a result there is no additional impact to our budget. The proposed new contract is attached and a summary of the proposed changes are summarized below.

RECOMMENDATION

That the Council approve the attached new contract for police services and authorize the City Manager to sign the agreement and to approve minor wording changes that may occur in its final review and execution.

Approved By: City Manager LB

City Attorney 

BACKGROUND / ANALYSIS

History

As you know, the King County Sheriff's Office has provided the City of Shoreline with most of our police services e.g. reactive patrol, investigations, prevention, special operations, etc. since incorporation. Unknown to us was the fact that King County Fire Marshal's Office provided arson investigation services during this same period. Since the contract for Sheriff services was a three-year contract (with automatic renewal clauses if the City did not invoke termination provisions), we began taking steps to begin negotiating a new contract approximately eighteen months ago. As you know, this is our largest contract, controlling \$5.7 million of our General Fund expenditures every year.

The first step towards negotiating a new contract was the completion of a study conducted by Public Administration Services (PAS) Inc. on behalf of all contract cities in the County. PAS reviewed the details of the contract, the cost accounting of the County and other aspects of the relationship and compared it to other police service contracts in the County. Furthermore, they developed cost estimates for in-house service delivery models.

PAS found the following:

- 1) Shoreline and other King County cities have a unique and very favorable contractual relationship that is unique in the country. It provides incomparable flexibility and favorable costing
- 2) The County should use the new Patrol Performance Management System to efficiently deploy staff thereby saving costs for the cities.
- 3) The contract cities rated the services provided by contract as a "solid B" using the typical grading system of A to F.
- 4) The costs for the City of Shoreline to create an in-house police department would be \$2.3 million in initial startup costs while the operating costs would be within \$50,000 of the contract costs.

The results of the PAS study were shared with your Council at a previous workshop where you directed staff to begin negotiating along with other contract cities for a new interlocal with King County.

Contract Negotiation Issues

After presentation of the PAS study to each of the ten contract city councils, the City Managers formulated their list of issues that were to be addressed in the negotiating process (see Appendix A). Since some of these issues were unique to only one or two cities, we asked Managers to vote and prioritize their issues. The Appendix A reflects that prioritization within each category.

The results of the negotiations are attached as Appendix B. This is the proposed new contract for police services. Each City Council is now reviewing and approving this new contract. Specific to the prioritized issues going into negotiations, the following improvements to the contract were achieved.

COST CONTAINMENT

Enhance Controls and Mitigate Causes Of Overtime

The Sheriff's Office has agreed to work with cities in minimizing the length of time that positions are held vacant due to transfers, promotions etc. This is a key factor in our overtime costs. For example, to the extent possible, transfers will be held up until the backfill person has been identified so that overtime required to fill in for vacancies will be minimized. The new Patrol Performance Management System (PPM) has indeed been installed and is being utilized to efficiently assign and deploy staff. The issue of transferring officers bringing accrued leave balances to their new city was a Kenmore concern. After discussing this at length, it was dropped given that officers come and go between cities and there is no practical way of expecting officers to cash out or use accrued leave only in their respective city.

The longevity of officers in individual cities was a major concern for all contract cities especially when considering the large amount of turnover that has occurred in the past eighteen months. The turnover was due to a large wave of retirements that created a domino affect of promotional opportunities within the Sheriff's organization. This issue was the source of a four-month delay in negotiations.

Every contract city assumed there was a hard and fast 24-month commitment for all personnel assigned to individual cities. Yet, in fact the contract did not provide for this commitment. The Sheriff stated that it was a goal and that he did not have the legal ability to hold officers to that goal. After extensive discussions and then suspension of negotiations, the Sheriff agreed to hold officers to the 24-month commitment in certain circumstances e.g. lateral transfers. It is arguably not in the City's best interest to hold officers back by denying them a promotional opportunity.

Real Cost Increase Caps

The current contract has a cap on certain cost increases from one year to the next. Yet, the formula for determining the cap has certain exclusions e.g. salary and benefits, insurance and other costs that the County determined was beyond their control. The new language essentially includes all costs subject to the cap except salary and benefits costs, vehicle acquisition and fuel costs. These are costs that are largely determined by outside influences e.g. binding arbitration, labor markets, petroleum companies. The cap is limited by the annual change in CPI.

COST EQUITY

Overhead Cost Allocations

The negotiating team thoroughly reviewed the components of the overhead costs and has determined that cities are being charged an advantageous share of the legitimate overhead expenses. The costing methodology is much better than any other County contract.

Remove Regional Costs

The negotiating team reviewed the costing methodology and has assured themselves that regional costs such as the firearms range or a possible new communications center have not and will not be charged via this contract.

Change Cost Allocation Methods

This was primarily a small city issue where they utilize the shared contract model. In order to allocate the shared costs, the "calls for service" from the 911 Center are used as the basis for allocating costs. After review of alternative methods, the cities agreed to stick with the current allocation method as the most equitable one.

Credits For City Expenses

This was an issue emanating from Maple Valley. That city interpreted the contract as allowing them to get reimbursed for all additional expenses (beyond the base cost per officer) incurred by that city to the benefit of their officers e.g. cellular phones, photocopying, facilities costs, etc.. The current contract allows for reimbursement under certain conditions. First, the County must realize a saving from the city investment. Second, the city should work with the County before hand to ensure the savings do occur. In the Maple Valley case, neither condition was met and the oversight committee agreed. As you know, the City of Shoreline gets a credit for certain savings the county experiences from us having our own police station. Yet, it nowhere comes close to the cost of the police station. It is understood that many cities invest in their police departments beyond the base contract but it is a unilateral decision on the part of the individual city. Shoreline will sometimes pay for additional officer training, e.g. landlord/tenant rights, that will address an issue particular to Shoreline.

Expenses To Train New Officers

Whenever a city adds an additional officer to their staffing, the Sheriff 's Office has to add an additional position in their overall workforce. This requires academy and field training costs that the Sheriff would not have to bear if it were not for that city's request. As a result, that city should pay for those training costs. No change in practice was negotiated.

Flex Model

This was North Bend's request to retain the "flex" contract model. It was retained.

Revenue Credits

The negotiating team reviewed this subject with the Sheriff's Office and is satisfied with the way revenue is credited.

MANAGEMENT OVERSIGHT

Police Chief Authorities

It has become clear that the Police Chief is a key position in making the contract model work and ensuring proper delivery of police services. The position fulfills a key department head role in the City and is a very visible city representative in the community. Furthermore, cities have expressed a need for an advocate within the Sheriff and County bureaucracy. As a result, a key goal of the negotiating team was the documenting of the Police Chief role (see Exhibit C).

It is critical that our Police Chief functions as an executive in the City of Shoreline organization and community to truly effectuate the Community Policing model utilizing our services in other city program areas e.g. code enforcement. Exhibit C has been enhanced to reflect the expectations of the Chief.

ACCOUNTABILITY AND SERVICE TO THE CUSTOMER (CITY ORGANIZATION)

Performance Measures

The cities have expressed the desire for performance measurement. As a result, the Sheriff has committed to develop and track performance measures. These measures will be developed in conjunction with the Police Contract Oversight Committee.

PAS Recommendation

As part of the PAS study, the consultants recommended that the Sheriff think more strategically and develop multi-year goals that take into account the input from contract cities. The Sheriff agrees with this recommendation and the contract has language to make this happen.

Transition Clause

Any strong outsourcing contract has specific requirements of the service provider to cooperate with the city if it decides to terminate the contract. To this end, the new contract has a transition plan clause that requires the Sheriff to cooperate with the city in transitioning services to some other service delivery model.

Complaint Handling

Contract language was added that enhances the City Manager's participation in the King County complaint handling process.

Clarify Who Is the Customer

Contract language was added that memorializes that the Sheriff's Office is the City's police agency under invitation by the City of Shoreline. As a result, the City Council and City organization are important customers in addition to the citizenry. City of Shoreline policies and business practices provide guidance to the Sheriff's Office while in our City.

COST ACCOUNTABILITY

PAS Recommendation

The Sheriff's Office has agreed to simplify the budget and cost accounting process for contract cities.

OTHER ISSUES

Arson Investigations

Unknown to contract cities for the past four years, the King County Fire Marshal's Office was the provider of arson investigations within twenty cities in the County. This service was paid for out of their General Fund. Ten of these were cities that contracted for police services. The other ten were very small cities throughout the County. The County unilaterally decided to stop providing the service to any city that did not pay for the service via an annual user fee. They asked the City of Shoreline to pay approximately \$50,000 a year for this service. Furthermore after some research, Shoreline staff discovered a 1995 interlocal with the Fire District that made the City responsible for the costs of that service if it ever became a financial cost to Shoreline.

The Shoreline Fire District, the City, other fire districts and other cities reviewed the county proposal in great detail and decided to contract with the county for this service on an interim basis subject to a comprehensive study of the program e.g. workload indicators, other service delivery options, cutting the staffing requirements and related costs in half, and modifying the protocols that determine when their services are used. The Fire District also agreed to assume investigation responsibilities in certain circumstances. As a result, this contract now documents the provision of arson investigations from King County and the costs for 2000 are \$26,888 (see Exhibit G and H).

Homicide Investigations

Ironically while the county was divesting itself of a legitimately regional service (arson investigation) it decided to classify homicide investigations as a regional service. As a result of this new classification and the fact that regional services are not charged to contract cities, we are receiving a credit of \$33,316. This was given with the caveat that the cities reallocate the credit to some other Sheriff service. In response, I have reallocated most of this credit to the arson investigation costs mentioned above. The balance (\$33,316 minus \$26,888) will be reallocated to other services.

MARR Investigations

Again, while contract negotiations were occurring, the Washington City Insurance Authority (WCIA), our insurance pool, contacted us about the lack of cooperation from King County with respect to MARR files as a result of their investigations of major accidents in our city. Cities are sometimes sued, as part of a major automobile accident and the MARR findings are an important part of the claims adjustment, risk management and legal defense. WCIA felt that the County was not cooperating with them. It was getting to the point that WCIA was considering charging contracting cities a premium for this lack of information.

As a result, the negotiating team secured language that was approved by WCIA thereby ensuring cooperation between the county and WCIA.

Budget Implications

The budget implications of this new contract are immaterial. The current contract figure is essentially the same as under this new contract. The Adopted Budget is adequate to cover this new contract

Contract Term

The effective date of the contract is January 1, 2000 and continues for three years. The cities have an option to extend it for two years beyond that.

RECOMMENDATION

That the Council approve the attached new contract for police services and authorize the City Manager to sign the agreement and to approve minor wording changes that may occur in its final review and execution.

ATTACHMENTS

Appendix A: Police Negotiation Issues for City Caucus
Appendix B: Police Contract/Exhibits

APPENDIX A
POLICE NEGOTIATION ISSUES FOR CITY CAUCUS

COST CONTAINMENT

Enhance Controls and Mitigate Causes of Overtime

Vacancies and deployment decisions create need for overtime pay rates: (a) Pursue city control/input when vacancies occur (timing of transfers, promotions); (b) ensure PPM implementation to reduce need for overtime; (c) ensure LTD vacancies do not generate double expense; (d) address situation where officers are allowed to take accrued leave time in one city that was earned in another (previous) jurisdiction (this requires an overtime expense to backfill when the leave time is taken).

Longevity of officers should be encouraged and high turnover should be discouraged. Pursue commitment on longevity and disincentives to turnover.

Real Cost Increase Caps

King County contract costs are increasing faster than cities' costs. New contract cities especially experience sticker shock after first year. Pursue new caps in annual increases.

COST EQUITY

Overhead Cost Allocations

Overhead costs should reflect a marginal cost approach rather than average costs. Cities are already paying for the fixed regional costs e.g. County Council, County Executive, etc. and subsidizing the urban unincorporated areas. Contract cities are paying a third time via overhead allocations into these contracts.

Remove Regional Costs

Address costs that are regional in nature or costs that would have occurred without City contracts for services e.g. new communication center, firearms range, Sheriff's campus etc.

Change Cost Allocation Methods

Revise cost allocation methods to reflect service provided rather than based on certain statistics e.g. dispatched calls for service. Consider simplifying cost accounting to cities by using fully loaded officer costs.

Credits for City Expenses

Pursue credits for city expenses incurred to support Police Department outside contract payments e.g. furniture, office space, cellular phones, etc.

Expenses to Train New Officers

Ensure/clarify equity in paying for academy and field training time.

Flex Model

Maintain flex model.

Revenue Credits

Revenue credits should be allocated between mandatory and other costs. This affects how cap increase is calculated.

MANAGEMENT OVERSIGHT

Police Chief Authorities

Police Chiefs should be given city department head status e.g. resource and deployment control, accountability and implementation. Advocacy for city position should not be fettered. This is especially problematic when precinct administration has control of all resources and can override the individual Police Chief's decision. Ensure Police Chief's time is focussed on city business and minimize their unavailability due to King County meetings. Establish mechanism where the Police Chief in conjunction with the City Manager decides how city assigned staff may be redeployed for a regional emergency. Consistent with being a department head, Police Chief should be working with other criminal justice agencies (courts, jail, etc.) to ensure the system is operating effectively and efficiently.

PAS Recommendation

Implement PAS study recommendation that builds a multi-year strategic plan for Sheriff Department to provide city input long before the County budget crunch. This should eliminate the hurried process of providing the Sheriff with feedback on his new initiatives.

ACCOUNTABILITY AND SERVICE TO THE CUSTOMER (CITY ORGANIZATION)

Performance Measures

Develop and implement performance measures as a joint effort with the contract cities. Focus should be on outcome measures for effectiveness and efficiency. What are we getting and how does it reconcile with the community needs?

PAS Recommendation

Implement PAS study recommendation to conduct annual financial audit to review such subjects as: fairness of fleet and/or insurance costs; if going to fully loaded costs, ensure fairness of cost allocation model; review overhead allocation model, etc.

Transition Clause

Beef up transition clause upon contract termination notice with the goal of eliminating any noticeable degradation of service during the transition.

Complaint Handling

Develop and implement complaint handling system that is both timely and fair; is accessible to citizens; but it must ensure that the City Manager is in the accountability loop early in the process.

Clarify who is the Customer

Memorialize in the contract the accountability relationship to the City Manager and City Council. Sheriff's office doesn't initiate new programs without concurrence of City Manager.

COST ACCOUNTABILITY

PAS Recommendations

Fewer cost books, eliminate 17-month reconciliation and create better differentiation of components that contribute to cost increases. Ensure monthly expense reports are produced for Oversight Committee and revenue credits should be allocated between mandatory and other costs.

APPENDIX B
POLICE CONTRACT/EXHIBITS

**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. Billing. 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. Reconciliation. 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)**

Due to the size of this exhibit, it was not included in this packet. A summary can be found in Exhibit B.

**EXHIBIT B:
FINANCIAL EXHIBIT**

Shoreline - 2000

Exhibit B
2000
Proposed

J:\BAKER\JACKSON\CONTRACT\2000\2000 B's with arson - Shoreline.xls

UPDATED FOR 1996-98 WORKLOAD AND 2000 PROPOSED RED BOOK

CITY MODEL

Precinct/City Services		City Model			
Title	R/O	Billing Factor	Amount	Cost	FTEs
Canine (city)	R	FTE			
Captain - Operations	O	FTE	1.00	127,977	1.00
Captain- Pct. Operations	R	% FTE	-	-	-
Community Crime Prevention Unit	O	FTE	-	-	-
Storefront Officers	O	FTE	2.00	202,046	2.00
Community Service Officers	O	FTE	1.00	75,241	1.00
Evidence and Supply Tech	O	FTE	-	-	-
DARE	O	FTE	-	-	-
Pct. Facilities and Maintenance		% Pct. FTE	N/A	-	N/A
Major - City Chief	O	FTE	1.00	143,532	1.00
Major - Pct. Commander	R	% FTE	-	-	-
Motorcycle	O	FTE	3.00	258,033	3.00
Admin Spec II	O	FTE	-	-	-
Admin Spec III	O	FTE	-	-	-
Admin Spec IV	O	FTE	1.00	66,892	1.00
Pct. Crime Analysis	O	% FTE	-	-	-
Pct. Detectives	R	FTE	3.00	296,398	3.00
Pct. Detective Sgt.	R	FTE	1.00	108,129	1.00
Pct. Pro-Active	O	FTE	4.00	387,971	4.00
Reactive Patrol	O	FTE	23.00	2,323,525	23.00
Reactive Patrol Sgts.	R	FTE	6.00	681,146	6.00
Subtotal			\$	4,670,889	46.00

Support Services	R/O	?	Billing Factor	Amount	Service Cost	FTE
Air Support	O	N	% DCFS	10.04%	-	-
Asset Forfeiture	O					
Bomb Disposal Unit	R/O	Y	% Incidents	8.99%	13,316	0.09
Canine	R/O	Y	% Details	9.43%	94,164	0.75
Communications-911	R	Y	% DCFS	10.04%	553,605	7.13
Drug Enforcement Unit	O	N	% Pt 1 Crime	9.54%	-	-
DWI	O	N	FTE	-	-	-
Fraud, Forgery, Organized Crime	O	Y	% Caseload	11.70%	105,282	0.82
General Traffic	O	N	FTE	-	-	-
Hostage Negotiation	R/O	Y	% Incidents	4.04%	234	0.00
Major Crimes Detectives	R	Y	% Pt 1 Major Crime	9.17%	274,877	2.02
Homicide Placeholder			% Pt 1 Major Crime	9.17%	33,616	
Marine Patrol	O	N	NA	-	-	-
MARR Unit	R/O	N	% Incidents	10.16%	-	-
Tactical Unit	R	Y	% of Incidents	3.17%	8,953	0.05
Vice	O	N	% Unit Arrests	8.43%	-	-
Gambling	O	N	% Gambling Licenses	11.71%	-	-
Subtotal				1,084,046		10.86
Total				5,754,935		56.86
Less copier charges				(2,837)		
Less phone charges				(20,056)		
Revised Total				5,732,042		
Computer Replacement Fund (37 Computers)				45,942		
COPS Universal Hiring Credit (1.0 FTE) ¹				(25,000)		
REVISED TOTAL CHARGE				5,752,984		56.86

ARSON INVESTIGATION SERVICES 26,888

SUMMARY TOTAL 5,779,872

Note: Shoreline will pay for Air Support, the Drug Unit, and the MARR Unit on a per use basis at the prices shown in the updated Exhibit E. Asset forfeiture cases will be handled by the Asset Forfeiture Unit on a case by case basis with any proceeds shared on a 50/50 split between King County and the City of Shoreline.

- 1) The DARE officer will be replaced by a pilot SRO program. The costs of this program will be billed as discretionary overtime.
- 2) Letter dated 1/13/99 adds a patrol officer for a total of 22 dedicated officers.
- 3) COPS Universal Hiring Grant Credit will be received annually at \$25,000 per FTE for three years.

Shoreline - 2000

Exhibit B
2000
Proposed

<u>Workload Indicators</u>	<u>City</u>	<u>% Prec</u>	<u>% Prec. Flex</u>	<u>%Total</u>
Dispatched Calls	13560	28.89%	0.00%	10.04%
Pct Detective Caseload	560	41.42%		
Comm. Crime Prev. Cld.		0.00%		0.00%
Part 1 Crimes	2,117			9.54%
Part 2 Crimes	2,227			
Total Crimes	4,344			9.65%
Part 1 Major Crimes	94.33			9.17%
Bomb Disposal Incidents	14.00			8.99%
Canine Details	201.00			9.43%
FFOC Caseload	251.67			11.70%
Hostage Negotiation Incidents	0.67			4.04%
Tactical Unit Incidents	0.67			3.17%
Vice Unit Arrests	7.00			8.43%
Licensed Gambling Establishments	19.67			11.71%
Precinct CPO Flex	-			
Precinct Crime Analysts	-			
Precinct Detectives	3			
Pct. Patrol Flex %	0.00%			
React Patrol Sgts. %	0.00%			
Captains - Precinct Ops	1			
Pct. Facilities and Maintenance cost	n/a			
Precinct Sworn Staff	44			
Precinct CCPU Staff	-			
Shoreline Precinct Staff	46.00			
Telephone Cost per FTE	436			
Total Shoreline Telephone Credit	20,056			
Pct. 2 Copier Charges	10,453			
# of FTE at Pct. 2 (inc. Shoreline)	170			
Cost per FTE	62			
Shoreline Precinct Staff	46			
Shoreline Credit	2,837			

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 wear 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

2000 Hourly Costs for Selected Services-EXHIBIT E

Service	2000 Est. Cost	1996-98 Avg Flight Hours*	2000 Hourly Cost	Minimum Charge	Notes
Air Support**	532,194	617	863	863	Min. charge is 1 hour for off-duty calls.

Service	2000 Est. Cost	1996-98 Avg Mission Hours*	2000 Hourly Cost	Minimum Charge	Notes
Bomb Disposal Unit	148,138	879	168	674	Min. charge is 2 hours for 2 officers.

Service	2000 Est. Cost	2000 Person Hours**	2000 Hourly Cost	Minimum Charge	Notes
Canine Unit	998,246	14,016	71	142	Min. charge is 2 hours for 1 officer.

Service	2000 Est. Cost	2000 Person Hours**	2000 Hourly Cost	Minimum Charge	Notes
DARE Unit	96,218	1,752	55	1,922	Typical class = 35 hours at \$1,922.

Service	2000 Est. Cost	2000 Person Hours**	2000 Hourly Cost	Minimum Charge	Notes
Drug Unit	962,831	15,768	61	122	Min. charge is 2 hours for 1 officer.
Drug Lab Response Team	962,831	15,768	61	244	Min. charge is 2 hours for 2 officers.

Service	2000 Est. Cost	1996-98 Avg Mission Hours*	2000 Hourly Cost	Minimum Charge	Notes
Hostage Negotiation Team	5,783	162.50	36	285	Min. charge is 2 hours for 4 officers.

Service	2000 Est. Cost	2000 Person Hours**	2000 Hourly Cost	Minimum Charge	Notes
Major Crimes	2,985,962	51,684	58	116	Min. charge is 2 hours for 1 officer.

Service	2000 Est. Cost	2000 Hourly Cost of Boat	2000 Hourly Cost of Staff	Minimum Charge	Notes
Marine Patrol	638,712	38	61	319	Min. charge is 2 hours for 2 officers.
Marine Patrol - Dive Unit	see above	38	61	561	Min. charge is 2 hours for 4 officers.

Specialty Unit Hours

Unit	1996	1997	1998	3 Yr Average
Air Support	495.00	828.00	528.00	617.00
Bomb Disposal	1,672.00	563.50	402.00	879.17
Hostage Negotiation	75.25	208.50	203.75	162.50
TAC-30	519.75	1,098.75	2,102.00	1,240.17

Exhibit E

Service	2000 Est. Cost	1998 Mission Hours*	2000 Hourly Cost	Minimum Charge	Notes
MARR Unit	382,919	3,889	101	404	Min. charge is 2 hours for 2 officers.

Service	2000 Est. Cost	2000 Person Hours**	2000 Hourly Cost	Minimum Charge	Notes
Polygraph Examiner	94,910	1,752	54	54	

Service	2000 Est. Cost	1996-98 Avg Mission Hours*	2000 Hourly Cost	Minimum Charge	Notes
Tactical Unit	282,012	1,240	227	3,184	Min. charge is 2 hours for 7 officers.

* AIR SUPPORT UNIT DETAILS

Search & Rescue ASU missions will be "no charge".

Pro Net (bank hold-up) tracking call-outs will be "no charge".

On-view activity made by the ASU will be at "no charge" to the jurisdiction.

On duty call-outs for ASU by non-contract cities will be billed based on the hourly rate, for the "exact mission time" (no longer a two hour minimum).

Off-duty call-outs for ASU will be billed at the minimum rate of "one hour" (no longer at the two-hour minimum).

** Based on 1,752 available hours per year

Available Time	Days	Hours
Work Days	261	2,088
Sick Leave	(9)	(72)
Vacation	(15)	(120)
Military Leave	(1)	(5)
In-Service Training	(5)	(40)
Holidays	(12)	(96)
TOTAL	219	1,752

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%
Total	100.0%	100.0%	100.0%	\$122,929	100.0%

EXHIBIT H

ARSON INVESTIGATION

CALL OUT PROTOCOLS

Fire Investigation Unit - Call Out Protocols – Contract Cities

FINV-0012b

Department/Issuing Agency

Effective Date

Building Services Division

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

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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.

Page 3 of 3

- 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.