

City of North Bend

CONTRACT POLICE SERVICES PROPOSAL



The King County Sheriff's Office
Sheriff Patti Cole-Tindall

April 2025



To the Community and the Council of North Bend,

Thank you for the opportunity to express what it would mean to again become your partner police agency.

North Bend was the first contract city for the King County Sheriff's Office in 1973. On behalf of my leadership team, we are grateful for this opportunity to share our proposal to provide police service to your thriving community.

While much has changed in the half-century since, much remains the same. People still want to feel safe in their community. People still want to see a police presence on their streets, in their neighborhoods, and near their businesses. People still want to take their children to school without worrying about their safety and well-being.

We want this too.

The King County Sheriff's Office is among the largest public safety agencies in the country. We serve our unincorporated communities as well as 30-percent of the cities in King County, which affords us a unique perspective and deep understanding of community policing. With our extensive experience and history in delivering contract law enforcement services, you can rest assured we understand what it takes to be a world-class police partner.

We recognize no two cities are the same. Each one comes with its own set of needs and requirements necessary for a successful partnership. This is not a one size fits all proposition. We will deliver exceptional services essential to helping a community thrive and flourish.

We recognize North Bend's focus on growing as destination city. With that evolution comes significant events, where we bring the capability and competence to respond as needed. We understand the substantial financial investment of a police contract. You have our pledge of a predictable and steady cost model.

Relationships are everything in our line of work. In partnering with North Bend, we will build and foster trust with your community, as we have done and continue to do across the rest of the cities we serve and protect. On behalf of the King County Sheriff's Office, I thank you for the consideration of putting your confidence in us and entrusting our deputies and other professionals to be a part of your daily lives.

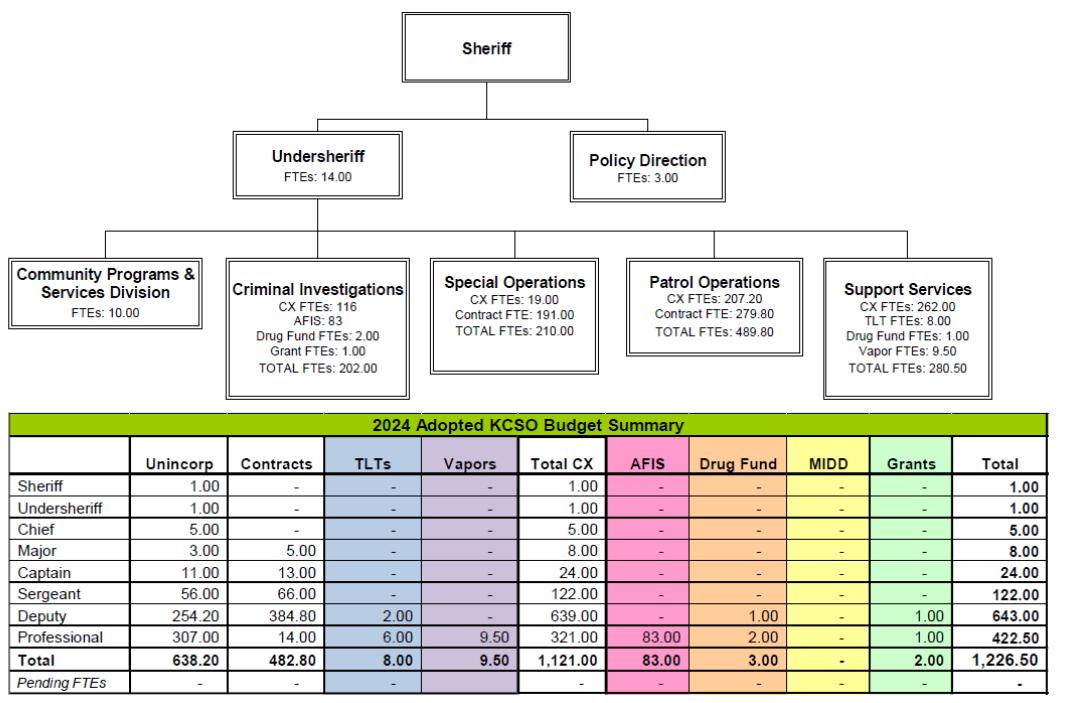
Sheriff Patricia Cole-Tindall

King County Sheriff Patricia Cole-Tindall

SHERIFF

KING COUNTY

The King County Sheriff's Office is pleased to provide the City of North Bend this comprehensive proposal for contract police services. Since our initial partnership in 1973, our relationship with North Bend and surrounding communities, from Snoqualmie Pass to the Snoqualmie Valley and beyond remains strong. The model we propose is tailored to serve North Bend's diverse and thriving community while providing the scale, shared services, and cost efficiencies to ensure a positive and sustained experience for people living in, working in, and visiting North Bend. The Sheriff's Office annually provides nearly \$150 million in contract, community-centered law enforcement and public safety services to municipalities and agencies throughout King County. We value our 50-year legacy of providing contract services and we appreciate the cities, agencies, and communities that place their trust in the King County Sheriff's Office.



Commissioned Rank	Tenure ¹
Leadership (Sergeant and Above)	19.5 years
All commissioned staff	12 years
Deputies	8.3 years

The King County Sheriff's Office Leadership Team

¹ Provided by King County Human Resources; March 2025

Sheriff Cole-Tindall

Sheriff Cole-Tindall was appointed in May 2022 by Executive Dow Constantine and confirmed by the County Council as the 35th Sheriff of King County. Before her previous promotion to Undersheriff, in the summer of 2020, Sheriff Cole-Tindall served as the Chief of the Technical Services Division for almost five years. Prior to joining the King County Sheriff's Office in October of 2015, Cole-Tindall served as the director of the King County Office of Labor Relations for six years.



Patricia Cole-Tindall

Sheriff Cole-Tindall's previous experiences include serving as an internal affairs investigator for the County's Department of Adult and Juvenile Detention, and an assistant director of that department's Community Corrections Division. At the state Employment Security Department, she was responsible for the regional investigative program that detected fraud and theft of unemployment benefits. She was also a special agent for the Washington State Gambling Commission and completed the Basic Law Enforcement Academy.

More recently, she served as a key advisor to the King County Executive and County Council on strategic planning, labor policy development and employment law as the Director of Labor Relations. She concurrently served as the interim director of the Office of Law Enforcement Oversight (OLEO), working with staff, the Sheriff's Office, and the public to improve services and promote awareness of the role of civilian oversight in King County.

While she was Undersheriff, Cole-Tindall was responsible for the day-to-day operations of the Sheriff's Office together with the team of three Division Chiefs. She oversaw the development and implementation of the King County Sheriff's Office Strategic Plan and examination and strengthening of the Sheriff's Office complaint and use of force review processes. She holds a Bachelor of Arts degree in Public Relations from Central Washington University and a Master's Degree in Public Administration from Troy State University.

Undersheriff Anderson

Undersheriff Anderson has over 30 years of law enforcement experience with the King County Sheriff's Office. He has served in a wide array of assignments and has continuously built on his career experience within KCSO. Undersheriff Anderson began his career at the Southwest Precinct in Burien. He has held several operational, investigative and administrative assignments as deputy, detective, sergeant and captain throughout his career until returning to the Southwest Precinct to serve as the Commander. Undersheriff Anderson later promoted to Chief and was assigned to lead the Patrol Operations Division until accepting his current position as the Undersheriff.



Jesse Anderson

Undersheriff Anderson spent almost a third of his career in the Major Crimes Unit where he was responsible for the investigation and supervision of homicides, suspicious deaths, felony assaults, robberies, officer involved shootings, animal abuse, kidnapping, missing persons, and juvenile runaway investigations.

In addition to having a bachelor's degree and many supervisory & management training classes, Undersheriff Anderson's law enforcement education includes graduating from the FBI National Academy and the Northwestern University Center for Public Safety, School of Police Staff & Command.

Chief Flohr | Special Operations Division

Chief Flohr has over 28 years of law enforcement experience. Chief Flohr began his career in the Bay Area of California, where he worked for Moraga and San Pablo Police Departments.

Chief Flohr began his career with KCSO in early 2005. He started as a Deputy in the contract City of Kenmore, served as a School Resource Officer in Kirkland, and quickly became a Master Police Officer (MPO) before being promoted to Sergeant in 2012. In 2016, Chief Flohr was selected to be the Field Operations Administrative Sergeant for the Patrol Operations Chief. I

In September 2021, Chief Flohr was promoted to Chief and assigned the Technical Services Division, where he oversaw the successful ratification of multiple groundbreaking labor contracts, introduced and secured funding for body-worn cameras, and improved recruiting to achieve the most hires of any Law Enforcement agency in Washington State. Chief Flohr now leads the Special Operations Division, which is comprised of TAC-30 (SWAT), Marine Rescue Dive Unit, Airport Rescue Fire Fighting, Bomb Squad, Air Support Unit, Search and Rescue, Sound Transit, Metro Transit, and the Crisis Negotiation Team.

Chief Flohr attended Saint Mary's College of California on a football scholarship. He has also attended numerous specialty law-enforcement and leadership development courses. Most recently, he completed the FBI-LEEDA Executive Leadership Institute.



Jeffrey Flohr

Chief Kang | Community Programs and Services Division

Chief Kang is a law enforcement professional with a diverse background in the United States Navy and civilian law enforcement. He is the Chief of the Community Programs and Services Division for the King County Sheriff's Office, where he is responsible for the agency's outreach programs, recruiting efforts, communications, and contracting.



Cheol Kang

Chief Kang was originally born in Pusan, South Korea. He and his family immigrated to the United States as a child. He grew up in Tacoma, Washington, and earned a Bachelor of Arts degree in History from Seattle University in 1999. He also holds a Master of Business Administration degree from TUI University, where he graduated with summa cum laude honors in 2009.

Chief Kang began his public service in the United States Navy, where he served as an aviation maintenance officer for EA-6B Prowler squadrons at Naval Air Station Whidbey Island. Chief Kang joined the Mukilteo Police Department in 2004 and has held a variety of positions during his tenure, including patrol officer, detective, crime prevention officer, patrol sergeant, detective sergeant, and police commander.

Chief Kang served for seven years as the Police Chief for the Mukilteo Police Department, where he oversaw the creation of several new programs, including the School Resource Officer, Embedded Social Worker, Body Worn Cameras, supervisor leadership development, and employee wellness. He also serves as an associate instructor in the Criminal Justice Department at Everett Community College.

Chief Marenco | Criminal Investigations Division

Chief Marenco has 25 years of experience with the King County Sheriff's Office. Before joining the KCSO, Chief Marenco began his police career with the Snoqualmie Police Department where he served for two years as a patrol officer. In January 2023, he was appointed as the Patrol Operations Division Chief since and in September 2024, he was appointed as the Criminal Investigations Chief.



Jose Marenco

Chief Marenco's prior assignment was the Chief of the Metro Transit Police, a contract for KCSO. He led the Metro Transit Police to provide public safety services to the largest transit agency in the state as well as the seventh largest in the country.

Prior to his assignment at Metro Transit, Chief Marenco worked patrol assignments at Precincts 2 and 4, Sammamish, and Woodinville. He was a detective in the Street Crimes Unit, Neighborhood Drug Enforcement Team, and the Criminal Investigations Unit. As a sergeant, he was initially assigned to Precinct 4 before moving to the Court

Protection Unit and then to Woodinville operations. Chief Marenco then returned to investigations where he was assigned to the Special Assault Unit and later the Internal Investigations Unit. He promoted to Captain in 2017 and was assigned to Metro Transit Police as the administrative captain. Chief Marenco was the Criminal Investigations Division Commander before promoting to Major.

Chief Marenco has a Bachelor of Arts degree in Psychology from the University of Washington. He, his wife, and his four children, graduated from Mount Si High School.

Chief Park | Patrol Operations Division

Chief Park has been with the Sheriff's Office since 2002 and became the Shoreline Police Chief in October 2022. Chief Park is a graduate of the University of Washington.

She began her career in Shoreline on patrol and became the Woodinville School Resource Officer after the birth of her daughter. She was a detective in the Criminal Investigations Unit of North Precinct before becoming Woodinville's full-time detective. Once promoted to Sergeant, Chief Park supervised the KCCH Court Protection Unit, the Advanced Training Unit, and Shoreline patrol before becoming an Internal Investigations Unit Detective Sergeant.

Once she promoted to Captain, she served in SW precinct, Sound Transit patrol operations, returned to IIU as Commander, and eventually returned to Shoreline as both the Administrative and Operations captain. Throughout her career she has been an FTO, and an EVOC and DT ancillary instructor. She continues to manage both the ABLE and Justice Based Policing programs for KCSO.



Kelly Park

Chief Huri | Support Services Division

A lifelong Washingtonian, Chief Huri joined the King County Sheriff's Office after a 21-year career at the Snohomish County Sheriff's Office. In his time in Snohomish County Chief Huri served in a wide variety of assignments culminating in serving as the Undersheriff. His journey in law enforcement encompasses diverse roles, including patrol, Field Training Officer, SWAT negotiator, patrol sergeant, precinct commander, captain, and operations bureau chief.



Ian Huri

Of all his assignments Chief Huri is particularly proud of the opportunity he had to help create a unit in Snohomish County that paired law enforcement officers and social workers to help those who were unhoused and experiencing substance use disorder to find housing, treatment and ongoing support. Chief Huri's participation in

this collaborative process earned him a Medal of Merit from the National Sheriff's Association and the unit was awarded the Snohomish County Human Rights Commission Law Award in 2016.

Chief Huri holds a Master of Science in Management and Leadership from Western Governors University and a Bachelor of Arts in Criminal Justice from Washington State University. Chief Huri is also a graduate of Northwestern University's Center for Public Safety, School of Police Staff and Command and is a recipient of the FBI-LEEDA Trilogy award for completing Supervisor, Command and Executive Leadership Institutes.

Chief of Staff

In Chief of Staff Thomas's earlier career, he worked as a land use and environmental planner for Pacific County, Lewis County, and the City of Redmond. He also worked as a project manager for private residential development and public works projects primarily in Snohomish County. In 2008, he moved from planning into legislative analysis with Snohomish County's Office of the County Council.



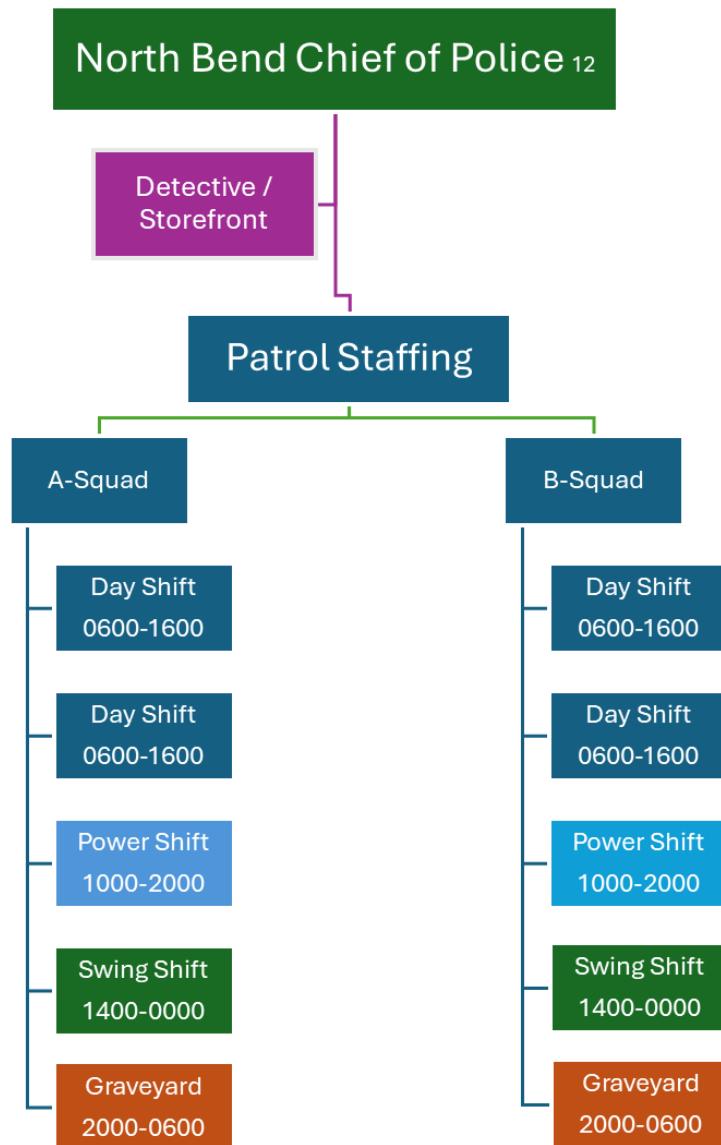
Geoffrey Thomas

With Snohomish County's Council Office, he worked for over 10 years as a senior legislative analyst. In 2018, he was promoted to the Snohomish County Council's Chief of Staff. In that position, he managed the affairs of the Council Office at the direction of the County Council.

Chief of Staff Thomas began working for the King County Sheriff's Office as Chief of Staff in 2023. In this role, he provides advice, mentoring, and leadership in developing and fulfilling the department's vision, mission, and goals. His portfolio of work includes intergovernmental relations between the department and external agencies including cities, intra-governmental relations between the department and King County departments and offices, coordinating on the department's financial planning, facilitating the Sheriff's Community Advisory Board, and other similar or emergent areas of work.

Section 1 | Description of the Entity and Proposed Services Provided

In this proposal, we will detail a twelve (12) person commissioned staffing model led by a Chief of Police as selected by your city.² North Bend's Police Chief will be supported by the Sheriff's Office comprehensive suite of detectives, crime analysts, and professional staff as described elsewhere in this proposal. While we considered other staffing solutions, it is our experience this model optimizes coverage, investment and community safety.



This staffing plan reflects more than five decades of experience providing contract police services to twelve (12) cities, representing 30% of the municipalities in King County as well as King County Metro Transit, Sound Transit, Muckleshoot Indian Tribe, and the King County International Airport.

The above model is optimal in fulfilling North Bend's goal of two (2) deputy staffing between 8:00 AM and 8:00 PM while providing enough resources to accommodate workload, jail transports, community events, vacations, etc. North Bend, like most contract city partnerships, would benefit from the Sheriff's Office 'shared supervision' model. During the hours when your dedicated city chief is away or not in-service, patrol sergeants from the Sheriff's Office North Precinct monitor activity and supervise officers. This model has proven efficient and highly effective in contract cities such as Kenmore, Woodinville, and Maple Valley and does well in supporting community and officer safety while delivering high-quality law enforcement services.

The police services model proposed here will provide the City of North Bend with an operationally efficient public safety model that is able to adapt to growth and changes while operating within the cost assumptions outlined in Section 6 (Cost) of this proposal.

Section 2 | Experience Providing Contract Services to Communities

Since our initial partnership with the City of North Bend in 1973, the King County Sheriff's Office has continuously provided contract police services to municipalities, transit partners, King County Parks, and other public agencies throughout our region. The annual value of our contract services exceeds \$146 million. We are privileged to serve:

Municipalities	Transit and Other Select Contract Partners
Beaux Arts	King County Parks
Burien	U.S. Forest Service
Carnation	Sound Transit
Covington	Metro Transit
Kenmore	The Muckleshoot Indian Tribe
Maple Valley	King County International Airport
Newcastle	King County Roads
Sammamish	
SeaTac	
Shoreline	
Skykomish	
Woodinville	

Contract partners benefit from investigative, specialty, tactical, and other units provided under our shared-service (workload-based) cost-model to include:

Contract and Regional Services	Select Support & Administrative Services
911-Communications Center	Public Disclosure Unit
Air Support Unit (Regional)	Internal Investigations
Major Crimes Unit	Labor Negotiations
Special Assault Unit	Public Information (PIO)
Major Accident Response & Recon. (MARR)	Records
Crisis Negotiations Team	Background Investigations
TAC-30 (SWAT)	Polygraph
Police K9 (Regional)	Quartermaster
Marine Response and Dive Unit (MRDU) (Elective)	Property Management Unit
Fire Investigations Unit (Elective)	Fleet Management
Crime Analysis Unit	Safety, Claims and Risk Management
	Data Unit
	Advanced Training
	Firearms (Range)
	Budget & Accounting, Payroll
	Information Technology

The Sheriff's Office contracting relationships are governed by an interlocal agreement (ILA)³. This document establishes an 'Oversight Committee, consisting of chief executives from our contract cities, that performs many functions to include compliance with provisions of the agreement and dispute resolution.' There is additional ILA language that specifically addresses disputes or other matters of operational concern. It is the experience of the Sheriff's Office that the *Oversight Committee* is an important feature in ensuring the delivery of contract police services remains mutually beneficial.

A cornerstone of community policing is ensuring our contact partners have uniforms, police patches and logoed patrol cars that reflect their unique identity. Working in conjunction with city leadership, the King County Sheriff's Office looks forward to extending North Bend's image to vehicles and officers, so our police services fully integrate into the community.

³ The ILA is included an addendum to this document. It anticipated it will be updated beginning in 2026 at the direction of the King County Sheriff's Office *Oversight* board.

Section 3 | Response Times for Calls for Service

The contract cities of Kenmore and Woodinville are served by the King County Sheriff's Office North Precinct.

These cities have populations, business districts, patrol areas, public safety profiles and demographics

comparable to North Bend. It is because of these qualities we are sharing their response times (minutes) here:

Kenmore

Average Response Times in **Minutes**

Call Priority	2022	2023	2024	3 Year Avg
X – Critical	3.68	2.59	3.49	3.28
1 – Immediate	7.06	7.11	8.62	7.58
2 – Prompt	9.05	9.12	9.57	9.24
3 - Routine	18.58	21.88	23.60	21.29

Collisions	2022	2023	2024	3 Year Avg
	9.82	9.95	11.49	10.41

Woodinville

Average Response Times in **Minutes**

Call Priority	2022	2023	2024	3 Year Avg
X – Critical	3.80	3.27	4.12	3.79
1 – Immediate	6.12	6.65	6.19	6.33
2 – Prompt	8.04	8.54	8.68	8.43
3 - Routine	17.86	19.11	20.26	19.06

Collisions	2022	2023	2024	3 Year Avg
	14.18	11.16	14.88	13.42

Section 4 | Ability to Respond to Major Events

The King County Sheriff's Office is among Washington's three largest law enforcement agencies. Our scale, experience, training and investment in specialty units and related assets make us uniquely qualified to address and respond to planned *and* unplanned major events, critical incidents, and natural disasters. The King County Sheriff's

Office has, for decades, been at the forefront of our region's defining moments, including WTO and other periods of unrest and tragedy. Our Air Support Unit, Bomb Disposal Unit, and Rapid Deployment Force serve as examples of the investment in training, personnel, and equipment the Sheriff's Office has made to enhance readiness. Under a Unified / Incident Command (ICS) system, the Sheriff's Office can effectively integrate other agencies and specialties to address virtually any circumstance and enhance public safety.

The King County Sheriff's Office has been called to mobilize and respond to many uniquely challenging events in and around the North Bend area including the April 2012 mission to apprehend a double murder suspect in the Cascade foothills. News reports noted '*a team of the department's hostage negotiators were dropped Saturday morning by helicopter into the Cascade Mountain foothills east of Seattle...*'⁴. Few regional agencies have the investigative experience, tactical skill, expertly trained personnel, and assets readily available to safely execute and fully investigate incidents like these. Our *Special Operations Division* houses the Sheriff's Office Bomb Disposal, Marine, K9, Search & Rescue and TAC-30 (SWAT) units together to ensure effective planning, mobilization, and response to significant incidents throughout the region.

As recently as May of 2024, members of the Sheriff's Office North Precinct, Bomb Disposal Unit, and investigators with our Gun Violence Reduction Unit (GVRU) again demonstrated their effectiveness. While responding to a reported shooting in an RV adjacent to Olallie State Park, these professionals discovered a cache of narcotics and illegal firearms. Deputies secured the RV for detectives who obtained a warrant and recovered fentanyl laced pills, sixteen (16) guns, body armor, and ballistic shields. Two suspects ultimately pleaded guilty to federal charges and were sentenced to a combined fifteen (15) years in prison. Outcomes like this are the result of our investment in training and fostering a culture that prioritizes investigating crimes involving firearms and narcotics. Our relationships with federal partners result in suspects realizing greater penalties and post-release supervision.

Section 5 | Reporting and Community Engagement

It is our experience that North Bend's selection of a police chief who is aligned with the community's values and vision is a critical step to ensure goals around reporting, costing, and community engagement are fulfilled. It is expected that all contract city chiefs engage often and effectively with their city's executive leadership, community members, and others in a format that is consistent with best practices and our contract partners' needs. In addition to regular reporting and engagement, the dedicated contract City of North Bend police staff can be prepared to support and participate in North Bend's key community events, such as the Downtown Cleanup, Winter Pop-Up

⁴ KOMO – April 26th, 2012 (<https://komonews.com/news/local/negotiators-try-to-lure-accused-murderer-from-mountain-bunker>)

Market, Mt. Si Trail Run(s), Summer Film Series, and Grangestock Open Mic Nights. This is in addition to a standing presence at town halls, school events, and elsewhere at the direction of North Bend leadership.

All eligible applicants for the contract police chief position will be forwarded to the contract city for consideration. The City of North Bend will have the autonomy to select its police chief through a process of North Bend's choosing, ensuring alignment with the city's unique values and priorities. All commissioned police staff for North Bend will apply through an internal Sheriff's Office process and are subsequently selected by the contract city police chief. This ensures alignment and clear expectations for all staff assigned to serve in the City of North Bend.

For reporting, your chief will be supported by the King County Sheriff's Office Crime Analysis Unit (CAU) that hosts call-specific public safety dashboards while also providing customized reports. North Bend would have access to the real-time *Open Data Dashboard* (below) which provides insights into public safety trends, call response times, and incident reports. This transparency empowers city leadership and residents with accessible and transparent public safety data.⁵ The example here is from the City of Woodinville:



In addition to public safety dashboards and analytics, the Sheriff's Office Budget & Accounting unit provides costing, for our contract partners.

In section two of this proposal, we introduced the *Oversight Committee* as a feature in the Interlocal Agreement (ILA). *Oversight* serves as another form of engagement where city leadership, every sixty (60) days, engages directly with the Sheriff's Office executive leadership to receive operational, strategic and other updates of importance.

⁵ Link to Power bi report:

<https://kingcounty.maps.arcgis.com/apps/dashboards/ee88acdba86242e489bd5faa7276c81a>

Section 6 | Cost

North Bend (w/12 FTE's)

DRAFT Estimated Cost of Dedicated Police Dept (IF Started 1/1/2026)

Dedicated Police Services	FTE's	Total Cost
Police Chief	1.0	\$327,271
Officers	10.0	\$2,822,445
Detectives	1.0	\$289,410
<i>(The above Includes an Interceptor SUV vehicle for each officer)</i>		
Subtotal, Dedicated Police Services		\$3,439,125
Additional Police Services	% of Cost Pools	Total Cost
Precinct Command Staff (Major)	4.31%	\$16,175
Precinct Command Staff (Captain)	4.31%	\$44,043
Patrol Supervision	4.31%	\$166,943
Communications/Dispatch	1.83%	\$257,128
Hostage Negotiation Team	0.00%	\$0
Major Crimes Investigation	1.69%	\$144,288
MARR Unit	1.99%	\$24,467
SWAT (TAC-30) Team	0.71%	\$8,064
Fire Investigation Unit	1.14%	\$4,399
Subtotal, Additional Police Services		\$665,507
Total Estimated Cost Exhibit (2025P Rate)		\$4,104,632
Assuming an inflator of 4-6% over 2025 =	x 1.04	x 1.06
Estimated Cost Exhibit (for 2026) =	\$4,268,817	\$4,350,910
Plus: Body-worn cameras =	\$43,680	\$44,520
Total Estimated cost for full year (in 2026) Incl. BWC's =	\$4,312,497	\$4,395,430
Plus: One-time, 9 month training cost of 12 officers =	\$1,220,411	\$1,220,411
Total Estimated cost for 2026 =		\$5,532,908
Estimated Costs for 2027:		
The 2026 cost exhibit (w/BWC's) =	\$4,312,497	\$4,395,430
Assuming an inflator of 4-6% over 2026 =	x 1.04	x 1.06
Estimated Exhibit Cost for 2027 =	\$4,484,997	\$4,659,156
Assuming an inflator of 4-6% over 2027 =	x 1.04	x 1.06
Estimated Exhibit Cost for 2028 =	\$4,664,397	\$4,938,705
Assuming an inflator of 4-6% over 2028 =	x 1.04	x 1.06
Estimated Exhibit Cost for 2029 =	\$4,850,973	\$5,235,027
Assuming an inflator of 4-6% over 2029 =	x 1.04	x 1.06
Estimated Exhibit Cost for 2030 =	\$5,045,012	\$5,549,129

Note: Salaries, benefits and overtime of Dedicated FTE's is reconciled at the end of the year. The 2025 and 2026 costs are based on estimated workload. Starting in 2027, North Bend's actual workload will be used to determine the percent used of shared units, so costs could be slightly higher or lower than estimate provided here.

The one-time training cost for each of the 12 officers, based on step 1 Deputy (salary & benefits only) for 9 months.

We do not know what officer COLA's will be for outlying years, but for modeling purposes, our best estimate is an annual increase of 4-6% each year.

Costs for police services are provided to the contract city twice annually. In October, the "proposed" or estimated cost is provided for services in the following year. In May, the actual, or "adopted" cost for the current year is provided. Contracts are charged the lesser of the two exhibits and are billed monthly.

We annually reconcile the salary, benefits and overtime of the city's dedicated full-time employees. Reconciliation compares the estimated cost provided to the contract with the actual cost of each dedicated full-time employee. A reconciliation credit (or charge) is added to the subsequent monthly billing, typically in the spring. To achieve predictable and control costs, select support services (TAC-30 / SWAT, Major Crimes, MARR, etc.) are apportioned over a three (3) year average workload.

Fully-Loaded Cost of a Deputy / Year - Estimate using a 5% Inflator per year *

Cost Item	2025 Proposed	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate
Salary (step 6 Deputy)	129,121	135,577	142,356	149,474	156,947	164,795
Avg Special Pays (includes benefits)	13,158	13,818	14,509	15,234	15,996	16,796
Subtotal Salary	142,279	149,395	156,865	164,708	172,943	181,591
Benefits Total (includes following)	44,107	46,312	48,628	51,059	53,612	56,292
FICA	9,878	10,372	10,890	11,435	12,006	12,607
Retirement*	6,869	7,213	7,573	7,952	8,350	8,767
WA Sick Leave	349	366	384	404	424	445
Medical/Dental	23,688	24,872	26,116	27,422	28,793	30,233
Industrial Insurance	3,323	3,489	3,664	3,847	4,039	4,241
Subtotal Salary & Benefits (excl. OT)	186,386	195,707	205,492	215,767	226,555	237,883
Average Overtime	11,308	11,873	12,467	13,090	13,745	14,432
Total Salary & Benefits	197,694	207,580	217,959	228,857	240,300	252,315

Other Cost Factors						
Cost Item	2025 Proposed	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate
Uniform, Supplies, Services & Telephone	1,988	2,087	2,192	2,301	2,416	2,537
Vehicle (Interceptor SUV)	18,597	19,527	20,503	21,528	22,605	23,735
Central IT Support	1,954	2,052	2,154	2,262	2,375	2,494
Insurance	12,226	12,837	13,479	14,153	14,861	15,604
800 Mhz	3,902	4,097	4,302	4,517	4,743	4,980
Cell Phones	998	1,048	1,100	1,155	1,213	1,274
MARR	212	223	234	245	258	271
Revenue Credit	-102	-107	-112	-118	-124	-130
Subtotal: Insurance, 800MHz, etc.	19,191	20,150	21,157	22,215	23,326	24,492
Precinct Support	4,580	4,809	5,049	5,302	5,567	5,845
Department Wide Overhead - Payroll, crime analysis, evidence, recruiting, computers, records, personnel, etc. (1)	21,132	22,189	23,298	24,463	25,686	26,970
Sworn Allocation -Training, range, data (2)	16,875	17,719	18,605	19,535	20,512	21,537
Div Overhead - (Allocation of Field Ops Unit)	2,187	2,296	2,411	2,532	2,658	2,791
Total Other Costs	84,550	88,776	93,215	97,876	102,770	107,908
*Total Deputy Cost / Year	282,244	296,357	311,175	326,733	343,070	360,224
Salary & Benefits as a % of Deputy Cost						
	70%	70%	70%	70%	70%	70%

Overhead Detail Per FTE - Estimate using a 5% Inflator per year *

Payroll, crime analysis, evidence, recruiting computers, records, personnel, etc.	2025P	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate
Budget & Accounting	2,639	2,771	2,909	3,055	3,208	3,368
Contract Services	675	709	744	781	820	861
Internal Investigations	1,643	1,725	1,811	1,902	1,997	2,097
Information Services Section	3,419	3,590	3,769	3,958	4,156	4,364
Legal Unit	342	359	377	396	416	436
Personnel Section	4,588	4,817	5,058	5,311	5,577	5,856
Photo Lab	325	341	358	376	395	415
Polygraph Unit	205	215	226	237	249	262
Property Management Unit (PMU)	2,359	2,477	2,601	2,731	2,867	3,011
Public Disclosure Unit	1,826	1,917	2,013	2,114	2,220	2,330
Records	1,797	1,887	1,981	2,080	2,184	2,293
Research, Planning & Info Services	1,314	1,380	1,449	1,521	1,597	1,677
	21,132	22,189	23,298	24,463	25,686	26,970

Training, firing range, data	2025P	2026 Estimate	2027 Estimate	2028 Estimate	2029 Estimate	2030 Estimate
Data Unit	2,697	2,832	2,973	3,122	3,278	3,442
Ravensdale Range	1,720	1,806	1,896	1,991	2,091	2,195
Training Unit	12,458	13,081	13,735	14,422	15,143	15,900
	16,875	17,719	18,605	19,535	20,512	21,537 (2)

NOTE: We estimate future year inflators to be between 4-6%, but for simplicity purposes only, we are displaying a 5% average inflator in the above chart.

The totals of (1) and (2) are listed on Page 1.



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ADDENDUM

(King County Sheriff's Office Interlocal Agreement)

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:

County law enforcement employees should feel responsibility toward and demonstrate responsiveness to cities

with agreements for law enforcement services.

Each city should have the flexibility to determine the level and deployment of certain services and to identify service priorities, thereby controlling costs.

Each city should have the ability to choose unique police uniforms and markings for police vehicles assigned to the City.

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.

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.

The contracts and service agreements should maintain equity among the interests of city and unincorporated area residents.

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

City Attorney

for NORM MALENG

King County Prosecuting Attorney

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

EXHIBIT B:

FINANCIAL EXHIBIT

EXHIBIT C

ROLES AND RESPONSIBILITIES OF CONTRACT SERVICE PERSONNEL

I. ROLES AND RELATIONSHIPS

A) COMMISSIONED PERSONNEL

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

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

- 1) Command Structure

- (a) Reports directly to Precinct Commander
 - (i) If the contract police chief is a KCSO Major, then he or she shall report directly to Division Chief
 - (ii) Works at the direction of the City Chief Executive Officer or contract manager/administrator, and in compliance with KCSO policy, procedures, and directives.

- 2) Title/Insignia

- (a) Police chiefs shall wear one star on each collar point signifying their role as "Police Chief" of a contracting entity . Regardless of KCSO rank, contract chiefs will be addressed as "Chief of Police" in public settings, such as city council meetings, public meetings, and contract service staff meetings.

- 3) Interaction with Contracting Entity

- (a) The police chief shall interact with contract entity staff and officials in accordance with RCW 35.18.110
 - (b) The police chief shall discuss and agree upon protocols for routine, daily interactions with the contract service CEO or manager/administrator as deemed appropriate by the contracting entity.
 - (c) The police chief shall function as a department head within the contracting entity's organizational structure, and is expected to conduct himself or herself in a manner that supports and maintains trust in the contracting entity.
 - (d) At the direction of the contract service CEO or manager/administrator, and as needed, the police chief shall attend and participate in the contracting entity's staff and council meetings, and official functions, celebrations, and commissions. As requested by the CEO or manager/administrator and

as needed, the police chief will also represent the contract service police department at community meetings and functions.

- (e) The Police Chief is the City's Director of Police Services and represents the Chief Executive Officer of the City for all law enforcement matters in the community/City. This may include working with other relevant City departments and or other public agencies (e.g. courts, schools, etc.) on behalf of the City.
- (f) The KCSO views the Contract Cities as customers and will maintain a customer service orientation to managing the contracts. Consistent with this philosophy Police Chiefs are expected to represent the City's point of view, consider City needs in carrying out their duties and advocate on behalf of their City similar to other City departmental directors.

4) Duties

(a) Supervision Received:

- (i) KCSO command staff maintains authority and responsibility over police chiefs and the precinct.
- (ii) In the event a contracting entity's procedure, policy, goal or operation differs from that of the KCSO, that entity shall negotiate with the KCSO to reach a final determination.
- (iii) The entity's Chief Executive Officer or manager/administrator shall have the general duty and responsibility of providing the assigned police chief with general direction relative to the furnishing of law enforcement services to the contracting entity.
- (iv) The police chief shall maintain communication between command structures to ensure that changes in the KCSO are agreeable to the contracting entity and that changes in the entity are agreeable to the KCSO.

(b) Duties Include:

- (i) Operations
- (ii) The police chief shall direct overall Contract City service police operations, ensuring law enforcement services within the City.
- (iii) The police chief shall analyze operations and develop plans to manage resources and ensure effective and efficient delivery of services.
- (iv) The police chief shall oversee the implementation of all policies and procedures relating to police services that are established by the contracting entity, and shall provide to the KCSO any written information relative to police services created by the entity. The chief shall notify the KCSO of all procedures that differ from KCSO policies and procedures.
- (v) The police chief shall utilize analysis of crime data to establish a plan for deploying resources to address identified needs.

- (vi) The police chief shall coordinate police activities for the contracting entity, including hours of operation and contract-specific protocols and procedures.
- (vii) The police chief shall prepare, in coordination with the King County Sheriff's Office Contract Unit, a budget for the contract police department.
- (viii) The police chief shall coordinate the response of support services used for law enforcement for the contracting entity (e.g., CID, Special Operations).
- (ix) The police chief shall establish policies and protocols for the response of services that are not purchased by the entity in advance (e.g., optional services).
- (x) The police chief shall notify the contracting entity's CEO or manager/administrator of any use of support services that were not purchased in advance upon their deployment for enforcing laws for the contracting entity.
- (xi) The police chief shall notify the contracting entity's CEO or manager/administrator of all major crimes or incidents.

5) Goals, Objectives, and Performance Indicators

- (a) The police chief shall establish goals and objectives for contract police services in conjunction with the City Chief Executive Officer that reflect the specific needs of the contracting entity. The chief shall also identify performance indicators for the entity to measure the established goals and objectives.
- (b) The police chief shall oversee the implementation of all KCSO policies and procedures within the contract services, and maintain a copy of current police procedures on file at the entity's chosen central location for the entity's reference. The chief shall notify the entity's CEO or manager/administrator of any KCSO procedures or changes that either supplement or affect the entity's established goals and objectives for police services.
- (c) The police chief shall review the entity's performance indicators for police services against the stated goals and objectives, and shall report to the CEO or manager/administrator on progress of goal attainment.

6) Personnel Management and Training

- (a) The police chief shall establish standards of performance for officers assigned to the contracting entity.
- (b) The police chief shall identify areas of supplemental training for officers assigned to the entity, and make recommendations to the KCSO for supplemental training. The chief shall also make

recommendations to the contracting entity's CEO or manager/administrator for training not provided by KCSO.

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

C) CONTRACTING ENTITY POLICE MID-MANAGER

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

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

- 1) Command Structure
 - (a) These individuals shall report directly to the police chief, mid-manager, or supervisor as appropriate.
- 2) Title/Insignia
 - (a) These individuals shall wear rank insignia on uniform consistent with KCSO rank

- 3) Interaction With Contracting Entity
 - (a) These individuals shall interact with contracting entity staff and officials in accordance with RCW 35.18.110
 - (b) These individuals shall present themselves in the community in a manner consistent with being a member of the entity's staff and in a manner that supports and maintains trust in the contracting entity.
- 4) Duties
 - (a) Will be commensurate with other KCSO assignments

II. AUTHORITY

- A) The contracting entity police chief shall have authority commensurate with his or her responsibility, which is recognized internally and externally.
- B) Issues that fall within the purview of the police chief of a contracting entity
 - 1) Prioritization of reactive patrol time
 - 2) Awards Program
 - 3) Travel and Expense Guidelines
 - 4) False Alarm Ordinances/Response
 - 5) Impound Procedures
 - 6) Community Policing
 - 7) Crime Prevention Standards
 - 8) Additional Training
 - 9) Supplemental Reports
 - 10) Incident Notification Policies
 - 11) Job Description of Supplemental full-time employees (FTE's)
 - 12) Expenditure of the contracting entity's police budget
 - 13) Direct access to department support services
 - 14) Staffing assignments and deployment within confines of dedicated City positions
 - 15) Prioritize meeting attendance (meetings for the contracting entity take priority over county meetings; county meetings will be kept to a minimum and conducted as efficiently as possible)
 - 16) Authorization of support services.
 - 17) Use of volunteers and volunteer programs (except reserve officer).

C) Issues that must have input and approval from the King County Sheriff's Office

- 1) Accident Response Criteria
- 2) Court Attendance Policies
- 3) Call-out Procedures
- 4) Uniform/Equipment/Vehicles (including appearance regulations)
- 5) Reserve Program
- 6) Communications Center Procedures
- 7) Traffic Enforcement Policy and Procedures
- 8) K-9 Response Policy
- 9) Response Priorities
- 10) Shift Hours
- 11) Specialty Unit Personnel Selection (Street Crimes Units, Crime Prevention, D.A.R.E., etc.)
- 12) Prioritization of Precinct Detective Unit Workload

D) Issues that fall within the purview of the KCSO and must be consistent between the King County Sheriff's Office and the contracting entities.

- 1) Pursuit Policy
- 2) Seized Property
- 3) Basic Skills Training
 - (a) Emergency Vehicle Operations; Firearms (Include Reviews)
- 4) Use of Force
- 5) Off-Duty Work
- 6) Field Training Officer Program
- 7) Personnel Evaluation System/Annual Performance Evaluation
- 8) Internal Investigations Unit Policies & Procedures
- 9) Reporting Forms
- 10) Hostage Negotiations and Tactical Team Deployment
- 11) Alternative Work Schedules
- 12) Standards of Conduct
- 13) Arrest Warrant Policies
- 14) Labor Contracts (4)
- 15) Supervisory Standards

E) Issues governed exclusively by KCSO policies & procedures:

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

III. INCENTIVES/REWARDS

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

IV. COMMITMENTS, TRANSFERS, and PROMOTIONS

A) KCSO staff requesting assignment to a contracting entity will make a two-year commitment to work as a member of the entity's police force, except in cases of promotion or other special circumstances. Such

special circumstances require the concurrence of the entity's CEO or manager/administrator and applicable KCSO Division Chief.

- B) The transfer of personnel affecting the entity's police force will be coordinated by the KCSO, in consultation with the entity's Police Chief, to minimize the impact of potential vacancies. The number of the entity's vacant positions will be managed with a goal of achieving proportionality with the total number of vacant positions in the KCSO.
- C) Contracting entities may not make de facto promotions by their selection of personnel except in instances in which a pool of candidates is made available for selection by the KCSO.

V. STATISTICAL REPORTS

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

VI. SHARED SUPERVISION PROTOCOL

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

EXHIBIT D:

INTERNAL INVESTIGATIONS UNIT PROTOCOLS

I. POLICY STATEMENT

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

II. COMPLAINTS OF PERSONNEL MISCONDUCT RECEIVED IN THE CONTRACT CITY

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

III. COMPLAINTS OF PERSONNEL MISCONDUCT RECEIVED IN IIU

- A) Complaints received in the Internal Investigations Unit concerning personnel assigned to a contract city or incidents that occur within the City, will be investigated according to current policy. The IIU Commander, or designee, shall notify the affected Precinct Commander/City Policy Chief of the complaint as soon as practical.
- B) The criteria for case assignment to the precinct/city for investigation shall be consistent with current KCSO Policy. General Order 10.40.135, identifies the following types of investigations that will remain with IIU for follow-up:
 - 1) When sustained, could result in termination or demotion

- 2) Where criminal conduct is involved
- 3) When there are controversial or newsworthy circumstances
- 4) Any complaint the Commander deems appropriate to be investigated by IIU
- 5) Any complaint the Sheriff directs IIU to investigate

C) The Internal Investigations Unit reviews all "Use of Force Reports", and investigates complaints of excessive force.

IV. INVESTIGATION OF PERSONNEL MISCONDUCT

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

V. INFORMATION PROVIDED TO THE CHIEF EXECUTIVE OFFICER

- A) Chief Executive Officers shall be notified of complaints of misconduct involving KCSO personnel assigned to the City or of incidents that occur within the City. This notification may come from either the Precinct Commander or the City Police Chief.
- B) Results of the investigation will be shared with the Chief Executive Officer, as soon as practical, but the investigative file may not be copied in accordance with case law. Specific discipline for sustained complaints emanating from the member's assignment to the City will be disclosed to the Chief Executive Officer.
- C) Written correspondence to the complainant will originate from the KCSO. City letterhead with the signature block, "Commander, Internal Investigations Unit" may be used rather than the KCSO letterhead. The City letterhead option is available for the City, but not required.

VI. GRIEVANCE PROCEDURES

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

EXHIBIT E:
HOURLY COSTS FOR SELECTED SERVICES

EXHIBIT F

GLOSSARY OF TERMS

Absence

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

Absent without leave

Absent without authorization.

Administrative Sergeant

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

Alternative shift schedules

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

Audit

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

Backfill

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

Benefits

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

Bereavement Leave

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

BLET/BLEA

Basic Law Enforcement Training/Academy (720 hours).

Captain

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

Car Per Officer (CPO)

Take home vehicles assigned to department members.

Career Service Employee

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

Chief

See "Contract City Police Chief" below.

Chief (Division)

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

City Department Model

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

City Police Precinct

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

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

- provide a secure area in which to air dry wet evidence prior to packaging.
- provide a connection to the county WAN and other applicable telecommunications systems infrastructure that meets or exceeds county standards.
- provide concealed pistol permit and other administrative services to the public at the city police precinct or other city facility.

Civil Service Employee

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

Clothing Allowance

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

Commissioned

Sworn officers/deputies.

Communications Center

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

Community Service Officer (CSO)

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

Compensatory time

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

Contract City Police Chief

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

Court overtime

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

Dedicated staff

Personnel regularly assigned to a contract city.

Deputy (Officer)

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

Disability

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

Discretionary training

Training not mandated by federal, state or county regulations.

Dispatched calls for service (DCFS)

Police details that are initiated through the communications center.

Educational incentive pay

Additional pay commensurate with an employee’s education.

Fair Labor Standards Act (FLSA)

A law governing compensation for hours worked/overtime.

Family Leave

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

Family Medical Leave Act (FMLA)**Federal Emergency Management Agency (FEMA)**

Field Training Officer (FTO)

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

Field Training Program

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

Field Training Sergeant

Assists in the FTO selection process, monitors recruit and FTO performance; initiates, schedules, monitors and documents any special recruit training assignments; completes weekly evaluation reports of each 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.

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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.