



King County

**Metropolitan King County Council
Budget and Fiscal Management Committee**

Agenda Item No.: 5 **Date:** December 6 2011

Proposed No.: 2011-0488 **Prepared By:** John Resha

STAFF REPORT

SUBJECT:

Proposed Ordinance 2011-0488 would authorize the Executive to sign a Memorandum of Understanding (MOU) with the city of Woodinville to address additional space considerations for KCSO staff beyond that provided for in our existing Interlocal Agreements for Law Enforcement Services (ILAs) with those jurisdictions.

BACKGROUND:

The KCSO provides law enforcement services for County and State laws in King County. It has both regional and local unincorporated areas responsibilities. In addition to local and regional law enforcement services, The KCSO provides contracted law enforcement through approximately fifty agreements. These contracts include:

- Local Police agency for twelve suburban cities
- Transportation police for Metro, Sound Transit and the King County Airport
- Tribal police for the Muckleshoot
- Housing Authority policing in two communities
- Fire investigations in fifteen cities
- Marine patrol for eight cities
- Air support for the Coast Guard, Washington Department of Ecology and King County Department of Natural Resources

In addition to providing local law enforcement services, the KCSO has a number of regional responsibilities, including the operation of the county's Automated Fingerprint Identification System (AFIS), E-911 call and dispatch, and King County Search and Rescue, and air and marine patrol. The Sheriff is also responsible for armed security in the county's courthouses.

King County Sheriff's Office Reorganization

In 2010, the Sheriff began implementing significant portions for a KCSO reorganization. These actions included:

- Realigning Precinct 2 (North/East: North Bend, Woodinville, Kenmore, Sammamish, and Skykomish) and Precinct 3 (East/South: Covington, Maple Valley, Newcastle, Muckleshoot Tribe, and Beaux Arts Village) into a new single East Precinct under a single command structure.
- Realigning the Office by consolidating management structures, shifting Special Operations into its support role of Patrol Operations, and identifying a senior professional manager (Chief Deputy) for KCSO.
- Realigning the facilities and operational functions under the new structures.

These reorganization efforts have been focused on increasing operational efficiencies and reducing costs. The next step in the Sheriff's identified reorganization is facility consolidation.

In June, the Budget and Fiscal Management committee reviewed a package of legislation including a lease for new facilities to consolidate two precinct offices into a new East Precinct Command Center (2011-0231), a supplemental appropriation ordinance (2011-0233) and a motion (2011-0234) supporting the surplus of the two former precinct offices. In September, the committee reviewed the final piece of legislation (2011-0232) and amended the legislation to attach five separate agreements and extract the sixth agreement (the agreement with the city of Woodinville) as it was not yet ready for action. All four pieces of the original East Precinct Command Center (EPCC) legislative package were approved by Council.

ANALYSIS:

As noted in the staff reports for the EPCC legislative package, the key to the success of this organizational model is changing the operational practices of KCSO and its deputies. By moving to a centralized command center, while at the same time decentralizing individual operations, a number of operational benefits can be achieved:

- Sergeants will be convening once a week, squad-based roll call at a decentralized location, rather than the daily roll call of all officers at a single location, thereby reducing mandatory drive time when an officer could be in their area of responsibility;
- Officers will have local report locations that are closer to their specific patrol areas;
- Physical space requirements for operations are dramatically reduced from 24,000 square feet to 5,200 square feet;
- Through the decentralized reporting, individual officers create connections with contract city officers and operations to increase collaboration; and

- Through having officers report to decentralized locations, the proactive value of the presence of law enforcement enhances all of our contract cities.

The attached agreement, like the five previously adopted agreements associated with Ordinance 17186 (2011-0232), provides for these decentralized individual operational efficiencies. This agreement with the city of Woodinville is in the form of a Memorandum of Agreement and is comparable to previously authorized agreements by linking credits to the number of staff associated with the facility based on a formula specified in Exhibit A to the agreement.

The agreement does not change the anticipated and previously approved funding/costs associated with these facilities.

The agreement has been reviewed by the Prosecuting Attorney's Office as Council's legal staff. It was found to be consistent with the other related agreements as approved via Ordinance 17186 and the underlying Interlocal Agreement between the City and the County and no legal issues were identified.

AMENDMENT

None

REASONABLENESS:

Action on Proposed Ordinances 2011-0488, represents a reasonable business decision in support of the policy decisions made through the broader East Precinct Command Center legislative package.

ATTACHMENTS:

1. Proposed Ordinance 2011-0488
2. Transmittal Letter Dated November 16, 2011
3. Fiscal Note

INVITED:

Jason King, Budget Manager, King County Sheriff's Office

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KING COUNTY
Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

December 5, 2011

Ordinance

Proposed No. 2011-0488.1

Sponsors Patterson and Ferguson

1 AN ORDINANCE relating to an agreement between King
2 County and the city of Woodinville, for occupancy of
3 certain facilities and improvements thereto in the city
4 police department to accommodate sheriff's personnel in
5 providing service to the unincorporated area.

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY

7 SECTION 1. Findings:

8 A. The King County sheriff's office provides police services to twelve
9 incorporated cities through an interlocal agreement signed in 2000.

10 B. In the last decade, unincorporated area officers have adopted an informal
11 practice of dropping in to contract city police departments to prepare paper work, take
12 breaks and communicate with other officers.

13 C. In November 2010, the King County council approved a reorganization of the
14 sheriff's office that included creating one east precinct out of what had been two separate
15 precincts, precincts 2 and 3.

16 D. As part of the reorganization, the sheriff's office will consolidate its command
17 staff in a new east precinct command center in leased space in the Sammamish City Hall.

18 E. The city of Sammamish contracts with the sheriff's office for police services.

19 F. With the new east precinct command center, the sheriff's office will no longer
20 use the county-owned facilities in the city of Kenmore for precinct 2 and the city of
21 Maple Valley for precinct 3.

22 G. In lieu of the Kenmore and Maple Valley precincts, unincorporated officers
23 will rely on their ability to drop in to contract city police departments as a normal course
24 of business.

25 H. Some facility improvements, such as new voice and data lines and creating
26 secure space for evidence storage and interviews, will be required in east side contract
27 cities, including Woodinville, to accommodate the unincorporated area officers.

28 I. The use of such incorporated city facilities is authorized under Section 6.5 of
29 the police services interlocal agreement, with the county's rent expense credited as an
30 offset against the annual police services cost for each city providing such a facility. The
31 facility improvements will be constructed or caused to be constructed by the city of
32 Woodinville at the expense of the county.

33 J. In September 2011, the King County council approved an ordinance
34 authorizing the executive to execute five separate facility agreements with the cities of
35 Covington, Kenmore, Maple Valley and Newcastle, as well as the Muckleshoot tribe.

36 K. The memorandum of agreement with the city of Woodinville is the final
37 action necessary to complete the sheriff's office reorganization into a consolidated east
38 precinct.

39 SECTION 2. The King County executive or the executive's designee is hereby
40 authorized to execute an agreement with the city of Woodinville, substantially in form of

41 Attachment A to this ordinance, for occupancy and facilities improvements to
42 accommodate unincorporated area officers in the city police department facility.
43

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Gossett, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Memorandum of Agreement Between the King County Sheriff's Office and the City of Woodinville Relating to Facility Charges and Credits

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**Memorandum of Agreement between the
King County Sheriff's Office
and the
City of Woodinville
Relating to Facility Charges and Credits**

This is a Memorandum of Agreement ("MOA") between King County (the "County") and the City of Woodinville (the "City") (collectively, the "Parties") relating to the housing of unincorporated King County Sheriff's Office ("KCSO") personnel in city facilities, certain improvement costs associated therewith, and the resulting cost charges or credits applied to City Cost Exhibits, as defined in the Interlocal Agreement between King County and the City of Woodinville Relating to Law Enforcement Services (the "ILA"), beginning in the 2012 Exhibit cycle.

WHEREAS, this effort is part of an organizational restructuring of KCSO in which existing Kenmore and Maple Valley precinct locations will be consolidated into a new "East Precinct Command Center" located in Sammamish City Hall.

WHEREAS, several partner cities have additionally been designated as KCSO substations from which KCSO personnel will continue to serve the residents of unincorporated areas.

WHEREAS, this organizational restructuring will provide a public benefit to the City and residents of unincorporated King County.

WHEREAS, KCSO and the City have a formal partnership agreement for law enforcement services under the ILA.

WHEREAS, the ILA allows that the Parties may choose to negotiate the use of a City facility (hereafter the "Facility") by KCSO personnel providing services to unincorporated King County.

WHEREAS, this MOA memorializes the shared arrangement under which the City and KCSO will house personnel serving unincorporated areas in City facilities and determine the resulting cost charge or credit to the City.

THEREFORE, in furtherance of the aforementioned consideration, the Parties agree as follows:

1. **TERM:** Either the City or the County may terminate this MOU upon providing the other with twelve (12) months advance written notice.
2. **USE OF FACILITY:** The County shall use the facility as a permanent location for assigned officers as long as this agreement is in effect. The City agrees to provide the County with access to the Facility. The City shall be responsible for maintenance and repair of the Facility, which costs shall be included in the cost calculations provided for in Section 3 below. The County shall be responsible for any damage above ordinary wear and tear caused by KCSO's use of the Facility.
3. **CREDIT FOR COUNTY USE OF CITY FACILITY:** The Parties agree on a methodology for determining the number of KCSO personnel designated to share the Facility which is described as set forth in Exhibit A, attached hereto and incorporated herein, the appropriate square footage allotments, the cost per square foot charges, and resulting credit shall be calculated as provided in Exhibit A, attached hereto and incorporated herein.
4. **IMPROVEMENTS TO CITY FACILITIES:** The County, at its sole cost and expense, will provide necessary furnishings, and equipment as needed for unincorporated KCSO staff assigned to the Facility. The County will further pay to the City up to \$57,491 as a cost reimbursement for certain improvements made by the City to the Facility, which improvements are provided in Exhibit B attached hereto and incorporated herein.
5. **COMPLIANCE WITH APPLICABLE LAWS:** The City shall comply with all applicable laws, ordinances and regulations in using funds provided by the County for the improvements to the Facility provided in Exhibit B, including, to the extent applicable, those related to "public works," payment of prevailing wages and competitive bidding of contracts. The City agrees to indemnify, defend and hold harmless the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to the construction of improvements to the Facility.
6. **COST EXHIBIT B CHARGE/CREDIT:** The charge or credit to the City after calculations have been made as provided in Exhibit A will be reflected on the Exhibit B to the ILA and will be revised as on an annual basis in accordance with the terms set forth in Exhibit A to this agreement.

7. INDEMNIFICATION: The County and the City mutually agree that in any and all causes of action and/or claims, arising under the terms, activities, use and /or operations of this MOA, each party shall be responsible to the other only to the extent of its comparative fault in causing the alleged damages or injuries. Each party agrees to defend, indemnify and release the other party from any and all costs, causes of action and/or claims arising from the sole negligence of the indemnifying party. The Parties specifically and expressly intend to waive each party's immunity under industrial insurance, Title 51 RCW, with respect to 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 indemnifying party's employees. This waiver has been mutually negotiated.

IN WITNESS WHEREOF, the Parties have executed this MOA.

KING COUNTY

CITY OF WOODINVILLE



Steve Salyer
Manager, Real Estate Services
Facilities Management Division

Rich Leahy, City Manager

Date: 10/28/2011

Date: _____

An Exhibit B to the "Memorandum of Agreement between the King County Sheriff's Office and the City of Woodinville Relating to Facility Charges and Credits"

Tenant Improvements:

Tenant Improvements to the Premise shall consist of the following items below and be performed by King County at its sole expense. The City of Woodinville shall retain final authority to approve, prior to commencement, all work done to City premises. Modifications to the existing project plan must be jointly approved by the City of Woodinville and King County.

Item	Improvement	Estimated Cost
A	Improved security - secure entry and doorway. Electronic card access at front entrance.	\$17,300
B	Secure evidence room - secure evidence door entry. Cover windows and security mesh in ceiling. HVAC balancing if needed.	\$3,700
C	Gun locker from Precinct	0
D	Add a BAC Machine	\$1,000
E	Design / Overhead	\$12,938
F	T I Contingency	\$13,464
G	Data connection increased by 24 data ports. Separate I-net connection	0
H	Sales Tax	\$3,089
I	Project Contingency	\$6,000
	Total	\$57,491

The bid process for design and for construction may begin immediately following signatures of both parties to this Memorandum of Agreement.

EXHIBIT A:

An exhibit to the "Memorandum of Agreement between the King County Sheriff's Office and the City of Woodinville Relating to Facility Charges and Credits"

Summary of charges and credits for the East Precinct facility move - 2012 Proposed	
Adjustment Type	Amount
Current Precinct Charge ¹	\$ 4,322
Ongoing Credit ²	\$ (12,100)
Net City of Woodinville Impact (Credit)	\$ (7,778)

Shared space credit for Unincorporated KCSO personnel designated to share the City facility

Personnel type	Calculated credit	Number of personnel	Calculation detail	Calculation methodology
Patrol deputy	\$ 6,292	13	(66 SF) X (13) / (3) X (\$22 PSF)	(66 square feet) X (# patrol assigned) / (3 shifts) X (lease or market rate)
Patrol sergeant	\$ 1,452	2	(66 SF) X (2) / (3) X (\$22 PSF)	(66 square feet) X (# patrol sgts assigned) / (3 shifts, but min 1 desk) X (lease or market rate)
Detectives / Prof Staff	\$ 4,356	3	(66 SF) X (3) X (\$22 PSF)	(66 square feet) X (# staff assigned) X (lease or market rate)
Total	\$ 12,100	18		

Notes:

¹ Current Precinct charge to cities for shared FTE space: This is the (# of city FTEs / total # of Pct FTEs) X allocated amount.

Allocated amount: Subtract county-only FTEs to get shared staff % - (56%) X (times) Sammamish lease amount + plus cost of Sgt supv in cities

² Shared space credit for housing County FTEs: A uniform credit based on a standard cubicle size (55sf) plus 20% for shared space. Deputies / Sgts divided by 3 for shifts.

Terms:

- 1) The credit shall be calculated annually from January 1 to December 31 of each year. If the shared operation begins after January 1, 2012, the credit shared be prorated by the annual cost, divided by 365 days, multiplied by the remaining number of days in the year.
- 2) The annual credit shall be adjusted, according to the credit methodology above, with the addition or subtraction of unincorporated KCSO staff in the city premise. Mid-year adjustments shall be prorated by the annual cost, divided by 365 days, multiplied by the remaining number of days in the year.
- 3) The credit shall be inflated annually based on the CPI-U West Index from Aug to Aug.

The Honorable Larry Gossett
Chair, King County Council
Room 1200
C O U R T H O U S E

November 16, 2011

Dear Councilmember Gossett:

The enclosed Memorandum of Agreement (MOA) with the City of Woodinville is the final legislative action needed to complete the Sheriff's Office reorganization in East King County, reducing two precincts into one, and creating an East Precinct Command Center (EPCC) in a location central to the consolidated precinct. The agreement is specific to the City of Woodinville and includes the terms and basis for the facility improvements needed to accommodate unincorporated officers in the Woodinville Police Department and describes the credit the city will receive toward its annual costs for police services in exchange for shared facility space.

The MOA with the City of Woodinville was originally included as part of Ordinance 17186 approved by Council in September, but was separated prior to enactment in order to answer additional technical questions posed/raised by the City. After resolving these issues, the City Manager of Woodinville approved the agreement on October 28, 2011. This agreement is substantially similar to the five other facility sharing agreements approved as a group in Ordinance 17186. In addition, this agreement does not change the previous financial assumptions related to the overall reorganization. One of the four previous pieces of legislation supporting the East Precinct Command Center is a supplemental appropriation that provides all the funding necessary to remodel the space in Sammamish City Hall for the EPCC and to make improvements to contract city facilities in order to accommodate unincorporated officers. The funding for Woodinville's facility is included in this appropriation and no additional funds are required to implement this MOA.

A key component of the EPCC project is creating MOAs with contract city partners to provide space for unincorporated officers in their facilities. Unincorporated officers will be able to drop in to these cities to write reports, meet with colleagues and supervisors, and perform other routine tasks. Because of its central location for the northeast section of the precinct, the County will make more extensive improvements at the Woodinville Police Department than in other locations to allow for evidence storage and LiveScan and Breath Alcohol Concentration (BAC) machines. This innovative consolidation and space sharing arrangement represents a collaborative and creative effort between the Sheriff's Office, the Executive Office, and contract partners with the goal of providing continued public safety services to the citizens of King County in the face of dwindling public funds.

The Honorable Larry Gossett

November 16, 2011

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The financial analysis supporting all EPCC projects shows a 20-year net financial benefit of an estimated \$8.6 million to the County. The lease and operating costs at the EPCC are less on an annual basis than the operating and maintenance costs at the two existing facilities. Further, the major maintenance needed for precinct 2 and 3 facilities is significant and will largely be avoided when the buildings are sold. Finally, the costs of the tenant improvements for the EPCC and improvements in contract city space will be more than recouped by the sale of the two properties.

This agreement has been reviewed the Prosecuting Attorney's Office (PAO), who was involved in drafting the MOA template and reviewing any changes to the final agreements by individual cities.

If you have questions, please contact the Sheriff's Office Budget Manager, Jason King, at 206-205-7609.

Thank you in advance for your expedited consideration of this legislation.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc King County Councilmembers
ATTN: Cindy Domingo, Acting Chief of Staff
Mark Melroy, Senior Principal Legislative Analyst, BFM Committee
Anne Noris, Clerk of the Council
The Honorable Sue Rahr, King County Sheriff
Scott Sotebeer, Chief of Staff, King County Sheriff's Office
Steve Strachan, Chief Deputy, King County Sheriff's Office
Dwight Dively, Director, Office of Performance, Strategy and Budget (PSB)
Krista Camenzind, Budget Manager, PSB
Caroline Whalen, County Administrative Officer, Department of Executive Services (DES)
Kathy Brown, Director, Facilities Management Division, DES
Fred Jarrett, Deputy County Executive, King County Executive Office (KCEO)
Rhonda Berry, Assistant Deputy County Executive, KCEO
Sung Yang, Chief of Staff, KCEO
Frank Abe, Director of Communications, KCEO
Carrie Cihak, Director of Policy and Strategic Initiatives, KCEO
Gail Stone, Law and Justice Policy Advisor, KCEO

FISCAL NOTE

Ordinance/Motion No. XXX
 Title: Memorandum of Agreement with the City of Woodinville
 Affected Agency and/or Agencies: King County Sheriff's Office and Facilities Management Department
 Note Prepared By: Jason King
 Note Reviewed By: Doug Palmer

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

Revenue to:

Fund/Agency	Fund Code	Revenue Source	Current Year <u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
General Fund ¹	0010			(\$7,778)	(\$8,011)	(\$8,252)
TOTAL			\$0	(\$7,778)	(\$8,011)	(\$8,252)

Expenditures from:

Fund/Agency	Fund Code	Department	Current Year <u>2011</u>	Current Year <u>2012</u>	Current Year <u>2013</u>	Current Year <u>2014</u>
General Fund ²	0010	0200	\$70,691			
TOTAL			\$70,691	\$0	\$0	\$0

Expenditures by Categories

	Fund Code	Department	Current Year <u>2011</u>	Current Year <u>2012</u>	Current Year <u>2013</u>	Current Year <u>2014</u>
Capital Project Costs Reimbursing Woodinville ²	0010	0200	\$57,491			
FMD Charges for project administration			\$13,200			
TOTAL			\$70,691	\$0	\$0	\$0

Footnotes:

¹ Net credit to city for providing space to unincorporated officers. The credit will appear in their annual Exhibit B. Inflation assumed at 3%.

² One-time project costs at the city of Woodinville police department where unincorporated deputies will use space. Project funds will be covered through existing appropriation and funded out of fund balance. No new appropriation is required for this ordinance.