

The Honorable Judge David. W. Christel

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

PATRICIA COLE-TINDALL, in her official)
capacity as the King County Sheriff and KING) No. 2:24-cv-00325-DWC
COUNTY , a home rule charter)
Plaintiff,) DECLARATION OF THEODORE
BOE
vs.)
CITY OF BURIEN, a municipal corporation,)
Defendant.)

I, Theodore Boe, declare that:

1. I am over eighteen years of age. I have personal knowledge of the facts contained in this declaration and am otherwise competent to testify to the matters in this declaration.

2. I am the Chief of the Burien Police Department (BPD), holding the rank of Major at the King County Sheriff's Office (KCSO). My full time assignment is to lead the Burien Police Department and provide police services to the community as a result of an Interlocal Agreement (ILA) between the City of Burien and King County. I have held this assignment since May 1, 2018. Attached hereto as **Exhibit A** is a true and correct copy of the ILA.

3. As the BPD Chief I report directly to the City Manager at the City of Burien, as well as the KCSO Patrol Division Chief. All 44 BPD commissioned and professional personnel

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1 are King County employees. We apply KCSO policies and expectations to BPD personnel
2 because they are County employees. The County also provides all training and equipment
3 needed to police the City of Burien and the City pays an annual amount for this service. Burien
4 is one of the busiest precincts in KCSO and this has been true both before and after the City
5 began enacting its general camping bans, in the form of ordinances. Our deputies spend the
6 majority of their shifts responding to 911 calls for service. This means we do not have capacity
7 to provide continual management and oversight of conduct in encampments of unhoused persons
8 that have been part of the community for the entire time I have worked with the City. My job
9 requires that I take direction from the City on concerns regarding criminal conduct in the City,
10 but it must be done in a way that is consistent with the County's expectations of me and the law.

12 4. Until 2022, I had limited challenges in addressing the unhoused persons living in
13 Burien. I worked collaboratively with the City Manager who was not focused on addressing
14 homelessness as a crime. The only change in our approach to public camping between the time I
15 was appointed Chief and 2022 was to implement the finding of the *Martin v. Boise* decision
16 when contacting persons who were camping in a city park. Burien's ordinance prohibiting
17 public camping in a park (the Park Ordinance) predates the *Martin* decision, but after *Martin*, we
18 only enforced the Park Ordinance if there was no available shelter space on the date we
19 contacted the person camping in a park. We worked collaboratively with social service agencies
20 to provide information and access to services in the hope of helping the person find a better
21 alternative to camping in a City park. I believe this approach was successful because we were
22 able to get compliance from those camping in the park when they voluntarily moved and we did
23 not need to arrest anyone to achieve compliance. I am aware of only one person in my time as
24 Chief that was arrested for violating the Park Ordinance and that only occurred after multiple
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1 warnings and outreach contacts, but even so, I believe the outreach was ultimately successful as
2 this person eventually obtained permanent housing.

3 5. In 2022, the City hired a new City Manager and the approach to unhoused persons
4 began to shift. I received regular requests to address the conduct of people who were camping
5 near the downtown core, by the Library and City Hall. Some of the conduct I was asked to
6 address was not criminal, so I did my best to create clear expectations about what KCSO, as a
7 law enforcement agency could do. One thing I have repeatedly stressed is the need to enforce the
8 criminal code equally, to all Burien residents. This approach was met with resistance by the City
9 Manger who wanted to see an emphasis on criminal conduct such as drug use or possession
10 against the persons camping in public spaces. Prior to 2023, it was not a crime in Burien to
11 camp in public spaces outside the park.
12

13 6. In 2022, we began experiencing demands that the BPD enforce rules of conduct
14 that were posted (but were not criminal code provisions) which put our deputies in a challenging
15 place. As a law enforcement officers, we want to avoid contact that escalates into physical
16 contact when there is no violation of a criminal law and so we use other tools to address conduct.
17 We want to avoid escalation of a contact that includes physical force when there is no criminal
18 conduct at issue and if there is no crime, or no crime we can lawfully arrest a person for, there is
19 little we can do to address conduct. We try to identify underlying issues and connect people with
20 services that we hope will address the conduct. We police in a community where some people do
21 not have permanent housing available and have to find ways to exist without this basic need
22 being met on a consistent basis. If we see behavior that indicates someone may need mental
23 health services, we seek connections to address that issue; if we see substance use issues, we
24 have other referrals we can make. Ideally, we are looking for ways to find reliable shelter, so that
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DECLARATION OF THEODORE BOE- 3
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1 it is not necessary to camp outside. To do this work humanely and fairly we rely on a variety of
2 social service partners, good judgement of our deputies, and clear guidance on what is permitted
3 and how we as a police agency respond.

4 7. My history of managing the BPD response to public camping dates back to 2018,
5 when we first began enforcing the ban on camping in Burien parks, in light of the *Martin v.*
6 *Boise* case. Although we had always attempted to enforce the ban on camping in public parks by
7 asking people to leave and seeking voluntary compliance, we learned to incorporate the practice
8 of determining whether the camping was due to a lack of permanent housing and, if so, we knew
9 we could not arrest or take law enforcement action if that person did not have access to shelter.
10

11 8. We still treat camping in parks the same way. Anyone camping in a park is
12 advised that overnight camping in Burien Parks is prohibited. We try to connect the person with
13 options that could assist them and we avoid arrest if there is no other shelter space available for
14 them. To my knowledge, there has been only one criminal arrest for camping in parks since
15 2019. That arrest occurred after multiple efforts to gain compliance through alternate housing
16 options. I do know that the person arrested was ultimately connected with options that resulted in
17 him getting stable housing, so I also consider that case a success because he is no longer camping
18 in public spaces and we helped him access shelter.
19

20 9. In the Spring of 2023, I became involved in working with the City as it initiated a
21 series of actions that resulted in the movement of unhoused people camping in Burien public
22 spaces. Unhoused persons had gravitated to an area bordering the KCLS Library in downtown
23 Burien and the Burien City Hall. This space has the advantage of public restrooms and the warm,
24 dry library space during Library business hours, to avoid harsh weather conditions. The City
25 advised that it wanted to remove the unhoused persons camping in this space. I had hoped the
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1 City would identify an alternate location where camping would be permitted, because I knew
2 that shelter space was in short supply and generally unavailable in the City. There is some
3 limited space for women and children at Mary's Place. I understood that the City could choose
4 this path of dealing with unwanted public camping, but I was concerned that it would not address
5 the problem and that the City might seek a level of involvement from the KCSO that I could not
6 support.

7
8 10. When the Library/City Hall encampment was cleared by the City, BPD did help
9 with notification and warning to the campers. We tried to get some of the campers connected
10 with caseworkers and services so that they could avoid the planned removal. I advised the City
11 that we could be in attendance and respond to any criminal conduct, but the KCSO could not be
12 directly involved in the removal of people or taking their personal items when the space was
13 cleared. There were a few open areas owned by the City and most campers relocated to a vacant
14 City lot a short distance away.

15
16 11. In May of 2023, I had discussions with the City and knew that the City anticipated
17 the campers would move to the vacant lot that had been used as an unofficial dog park. The City
18 had been pursuing the use of BPD to clear campers from public spaces and, because that was not
19 a crime at that time, we declined to do that. The City decided to lease the lot, for continued
20 public use as a dog park, and presumed that once it became private held by virtue of a lease,
21 campers could be criminally trespassed from the lot. I raised a concern about this plan and
22 ultimately the County Executive's Office issued a letter that explained why the County could not
23 participate in this plan to criminally eject unhoused persons from the dog lot. Attached to this
24 declaration and marked as **Exhibit B**, is a true and correct copy of the letter from the Executive's
25 office to the City, advising that the County "did not believe this lease agreement can be used to
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1 avoid the City's constitution duties to unhoused persons. As a result, until the City has identified
2 alternative house arrangements for person who are camping at the City Lot location, the King
3 Cuntly Sheriffs Office ("KCSO") cannot be part of any effort to relocate these unhoused persons,
4 or to sanction them for staying at the City Lot Location. Above all else, the KCSO must police
5 our communities in a compassionate and constitution manner that complies with applicable law".

6 Because I had raised this concern about the legality of the City's proposal with KCSO
7 leadership, this put me in a difficult position with City leadership. However, I do have an
8 obligation under the ILA to report departures from KCSO policies and procedures to my
9 leadership team, and to seek guidance, which led to delivery of Exhibit B, from the County.
10

11 12. The City did proceed with a plan to remove the campers from the dog park and most
12 campers then moved to an area of Dottie Harper Park. At the time, it was unclear whether this
13 area was actually designated as a park. This movement predated the general ban on public
14 camping in Burien outside the parks, so campers were looking to find an open space that was not
15 a park. In terms of enforcement, it was important to clarify the status of the space because we
16 could not take police action if the location was not actually a park. Records I reviewed did not
17 designate the space a park on GIS mapping, but the Burien City Attorney determined the GIS
18 map was wrong and the campers were relocated from the Dottie Harper space after a 72 hour
19 notice. The majority of the campers then moved to a section of city right of way on SW 152nd
20 Street, near the Grocery Outlet Store. Private businesses hired an outreach consultant and they
21 relocated the campers from that location. Rocks were placed along SW 152 to prevent unhoused
22 from using the location again. The campers then moved to a private lot near SW 120 St and
23 Ambaum. The private property owner requested their removal after several weeks. When
24 removed from that location the campers moved to a nearby section of right of way on Ambaum,
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1 a triangle shaped section of public land in the middle of the roadway. The majority of campers
2 then relocated to a local Church parking lot for approximately three months. When that space
3 became unavailable, the campers returned to areas where there is access to basic supplies like
4 water and restrooms, near the library.

5 13. In September of 2023, the city implemented its Anti-Camping Ordinance 818 and
6 shortly afterward updated it with Ordinance 827. A true and correct copy of Ordinance 827 is
7 attached to this declaration and marked as Exhibit C. Ordinance 827 created a new misdemeanor
8 in the City, which the City wanted the KCSO to enforce. It provides:

9
10 Section One. Section 9.85.150, entitled Unlawful Public Camping, of the Burien
11 Municipal Code, is amended as follows.

12 A. A person is guilty of unlawful public camping if that person uses nonresidential public
13 property, as defined in this section, as a temporary or permanent dwelling, lodging,
14 residence, or living accommodation, at any time between [10]7:00 p.m. and 6:00 a.m.,
15 except at places set aside, posted, or not explicitly prohibited [and posted] for such
16 purposes by the Burien City Manager or designee, or by permit issued by the Burien City
17 Manager or designee. Camping, dwelling, lodging, residing, or living on nonresidential
18 public property shall not be permitted in Burien except during the times stated
19 immediately above.

20 14. The ordinance provided 30 days of notice and gave our deputies time to assist
21 social service agencies serving the community to educate campers, so they would be prepared.
22 The plan from KCSO's perspective was to educate and remind campers of the pending change in
23 the law. Service providers told us that we would be unable to find shelter for unhoused persons
24 after 7 PM, as all shelter space is assigned long before 7 p.m. That meant that if our deputies
25 were contacted after 7 p.m., they could enforce other laws, but not the camping ban, because
26 there was no shelter space to offer the campers at that hour. KCSO was also prepared to assist in
27 reminding campers to remove their belongings after 6 a.m. and we did this in collaboration with
social services agencies, who could provide information on available shelter spaces during the
day. We were able to help get the campers to remove temporary structures in the morning and

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1 did not have to arrest anyone to achieve this result.

2 15. During the time this ordinance was in effect, Burien officers under my command
3 were continually addressing crime across the community within the limits of our resources. My
4 team also were meeting regularly with service providers to enlist their support in managing the
5 behaviors of the campers. I met with the city manager regularly to update him on the efforts and
6 to communicate both the policy and the legal restrictions I have to comply with in deploying
7 police officers. The city manager put continual pressure on me to redeploy resources away from
8 other public safety matters such as 911 calls and to address several non-criminal aspects of
9 camping. I requested he provide support for addressing non-criminal behaviors to prevent police
10 from being responsible for managing camp rules. Instead, he made demands for continual and
11 ongoing emphasis on the campers to identify criminal behaviors, which he then expected
12 enforced through arrest. He also made repeated calls to 911 to redirect patrol resources away
13 from other matters in the city.

14
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16 16. In late February, 2024, the KCSO became aware that the City intended to revise its public
17 camping ordinance. I advised Patrol Chief Jose Marengo that Burien sought aggressive criminal
18 enforcement on the unhoused community camping in Burien and that the City intended to cancel
19 its contract with REACH, a social service agency that had been assisting the KCSO in managing
20 camp behaviors. The only other Burien funded service agency providing direct outreach had
21 ended its service to Burien, when its contract expired in December 2023. The decision to
22 proceed without the social service support caused concern for KCSO, because they have been
23 important partners in managing the encampments. I provided the City Manager with my
24 operational plan and expressed concerns with the City's proposed plans. My general concern was
25 many of the behaviors police were being asked to manage were not in the criminal code or we
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1 would have to use the code disproportionately towards the unhoused to meet the city manager's
2 expectations.

3 17. On February 22, 2024, I received a copy of a map, which I forwarded to Chief Marengo.
4 My understanding is that this was the first attempt to identify the places within the City where
5 public camping would be banned, under the new anti-camping ordinance. I also understood the
6 expectation that KCSO was to enforce the new law, under the City's the criminal code. Although
7 the City Manager and City Attorney had given me access to a draft of the new anti-camping
8 ordinance, I was told that it was privileged at the time and could not be shared with my
9 leadership at KCSO. So, I forwarded only the map to Chief Marengo. I was told that the new
10 anti-camping ordinance would be planned for the March 18, 2024 council meeting and I assumed
11 we would then have time to work through any concerns regarding the content. I was, however,
12 getting concerned that the draft I saw seemed to take a more expansive view where and how the
13 anti-camping ordinance would be applied. I shared concerns with the City Attorney and City
14 Manager.
15
16

17 18. Contrary to the plan discussed with me, I learned that the City instead finalized its new
18 anti-camping ordinance and posted the ordinance and related map on Friday, March 1, 2024,
19 with the designation of an emergency ordinance, to be considered and subject to council action
20 the following Monday, on March 4, 2024. A true and correct copy of Ordinance 832 and the
21 associated map is attached to this declaration, marked as Exhibit D. This was a surprising and
22 disruptive process, which left KCSO without a chance to evaluate the content of the new
23 ordinance before it became effective as an emergency. In reading the summary of factors that
24 led up to the designation of an emergency, I noticed they were substantially different than the
25 previous versions of the bill that were shared with me. I saw assertions that I believe are not
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1 consistent with the crime statistics I am aware of or present individual instances as if they are
2 trends. An analysis performed KCSO Crime Analysis Unit demonstrated some increase in non-
3 violent crimes such as theft that appeared associated with unhoused communities living in
4 groups.

5 19. On Friday March 8, 2024, I received official word that the City is canceling the contract
6 with its remaining social service provider, REACH. This leaves the City without anyone to
7 manage the encampment and the non-criminal conduct that is not within the purview of the BPD
8 to address. I am concerned that lack of camp management will actually create more conflict in
9 the community and further tax the limited resources that are available to police the City of
10 Burien. As indicated above, the deputies in Burien deal with one of the highest 911 call volumes
11 in the County and do not have the capacity to respond to complaints about non-criminal conduct
12 in encampments. They do not have the capacity to initiate arrests each morning if campers are
13 not completely packed up at 6 a.m. Given the scope of the map published by the City, the scope
14 of enforcement for this new ban is significant. However, it is not clear how any unhoused person
15 could determine where they are not supposed to pitch their temporary structures, because there
16 are not signs designation prohibited camping zones, except for in the parks.
17

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20 20. The new ordinance puts my team in a place of enforcing a law that we question because it
21 is so broad, and because it criminalizes conduct, and because I know the City expects criminal
22 enforcement in all designated critical areas and buffer zones. Are we now expected to patrol
23 most of Burien looking for people with sleeping bags, blankets, personal belongings or other
24 “indicia of camping” to evaluate whether they are exercising “nontransitory exclusive control”
25 over the place they are resting? The language in the new ordinance identifies this conduct as a
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DECLARATION OF THEODORE BOE- 10
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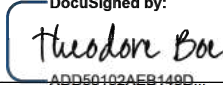
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1 crime in most of Burien (as designated by the map) and at all times except for evening hours, if
2 there is not shelter space available. I communicated my concerns to KCSO leadership and on
3 Friday, March 8, the KCSO leadership notified its personnel in Burien to refrain from enforcing
4 the new camping ordinance, until the constitutionality of the ordinances could be resolved.

5 21. On March 11, the City Manger met with me and could best be described as curt in his
6 interaction. It is clear to me that he is angry that the County is challenging the ordinance and that
7 he blames me for the sequence of events that culminated in the filing of this lawsuit. He told me
8 he would be demanding that I be removed as the City's Chief. I have dedicated my efforts to
9 serving this community for 6 years as its Chief and I have done my best to serve and support the
10 objectives of City leadership, while incorporating what I understand to be the legal authorities
11 that apply to police actions directed at unhoused persons. I believe the demand that I be replaced
12 by another Chief is directly related to me raising concerns and imposing limits on the scope of
13 police actions directed at homeless persons in Burien. I have grown to love this community and
14 it is upsetting to have this assignment taken away for doing what I not only believe is right, but
15 what I think our courts expect me to do as a police leader in Washington.
16
17

18 I declare under penalty of perjury under the laws of the United States and the State of
19 Washington that, to the best of my knowledge, the foregoing is true and correct.

20 DATED and SIGNED this ____ day of 3/13/2024, 2024, in Burien, Washington.

21
22 DocuSigned by:

23 ADD50102AEB140D...
THEODORE BOE

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DECLARATION OF THEODORE BOE- 11
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Exhibit A

2000 New
interlocal
#0975

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF BURIEN
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 Burien, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

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

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

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

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

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

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

1. Law Enforcement Services. The County will make available to the City any of the law enforcement services listed in Exhibit A, "King County Sheriff's Services" (Exhibit A), which is incorporated herein by reference.

- 1.1. Precinct/City Services. Precinct/city services consist of law enforcement and other related services provided by personnel assigned to a police precinct primarily for the benefit of the geographic areas within the boundaries of the precinct except as may be modified by Section 2. Precinct/city services include:

- 1.1.1. Reactive patrol to enforce state law and City-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service;
 - 1.1.2. Proactive patrol to prevent and deter criminal activity;
 - 1.1.3. Traffic patrol to enforce applicable traffic codes;
 - 1.1.4. Precinct detectives to investigate local crimes such as burglary, vandalism and auto theft;
 - 1.1.5. Community service and community crime prevention deputies;

- 1.1.6. Drug Awareness Resistance Education (DARE) deputies;
- 1.1.7. Precinct command and support staff; and
- 1.1.8. Police reserves to perform a variety of routine police patrol functions.
- 1.1.9. For purposes of this agreement, precinct/city services shall be considered required or optional in accordance with Exhibit A, except that precinct command staff shall not be required if the City opts to provide its own precinct under Section 6.4.
- 1.2. Support Services. Support services consist of:
 - 1.2.1. Investigation services by deputies assigned to a central criminal investigation unit investigating such crimes as major crimes, drug offenses, fraud and such reports as missing persons, vice, and major accidents. These deputies are supported by crime scene analysis, crime laboratory, polygraph, identification, and evidence control.
 - 1.2.2. Special operations services such as canine patrol, hostage negotiations, tactical unit, and bomb disposal; and
 - 1.2.3. Communications services, including call receiving, dispatch, and reports.
 - 1.2.4. For purposes of this agreement, precinct/city services shall be considered required or optional in accordance with Exhibit A, except that hostage negotiation and bomb disposal may be provided by City deputies under the city department model described herein.
- 1.3. Administrative Services. Administrative services include legal advisor, planning and statistics, subpoena control, training, weapons permits, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations, and other services provided by other County Agencies in support of the KCSO. Such services do not include legal services of the King County Prosecuting Attorney relating to enforcement of municipal criminal and traffic codes or prosecutions arising thereunder.
 - 1.3.1. For purposes of this agreement, administrative services shall be required, except as otherwise noted in Exhibit A, which is incorporated herein by reference.
2. City Department. Shared Supervision and Flexible Services Models. Law enforcement services provided to the City under this agreement shall be available to the City under a city department model, a shared supervision model, or a flexible services model, provided that the City must select any service that is required in accordance with Exhibit A.
 - 2.1. City Department Model. Under the city department model, the level, degree and type of precinct/city services and the number of positions assigned to those services shall be determined by the City in consultation with the King County Sheriff or his/her designee.
 - 2.1.1. Such positions shall be assigned to the City and shall be dedicated to work within the City limits, subject to responses to assist another jurisdiction or County police precinct according to mutually agreed-upon written criteria.
 - 2.1.2. The number of such positions assigned to the City will remain constant. The City recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including Phase I and Phase II recruits and personnel on long-term disability leave, vacation leave, sick leave or other leave. In accordance with Section 6.9, the transfer of personnel will be coordinated by the KCSO, in consultation with the City Chief Executive Officer or designee, to minimize the impact of potential vacancies.
 - 2.1.3. Support and administrative services shall be provided to the City at the level, degree and type as provided by the County in unincorporated King County, except as otherwise modified by Section 6.3.

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

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

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

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

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

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

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

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

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

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

3. City Law Enforcement Services.

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

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

4. Compensation.

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

4.1.1. Service costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, quartermaster, overtime, supplies, services, telephone, motor pool, lease cars, systems services, insurance, equipment and associated administrative costs. If not already included, costs shall include

adjustments for cost-of-living and inflation.

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

dedicated police and dedicated support staff overtime, salary, special pay, and benefit costs are covered by this section.

4.10.1. The City agrees to pay for actual overtime, salary, special pay, and benefit costs.

4.10.2. If the City has a population of under 20,000 and exceeds its budgeted amount for overtime, special pay, salaries, and benefits by more than five percent, it will have the option to pay the amount exceeding five percent over the subsequent two years. At least 50 percent of the balance must be paid in the second year after the overage occurs. The City is responsible for paying the overage that does not exceed five percent in the first year.

4.10.3. Upon termination of an Interlocal Agreement between the City and the County, the City is obligated to pay all incurred overtime, special pay, salaries, and benefits overage costs by the termination date.

4.11. Reconciliation. Annual adjustments will be made in March of each year in such a way that if the City has a positive balance at year-end of the previous calendar year, it will receive a credit, and if the City has a deficit, it will receive a debit in the subsequent monthly billing. All computations will be based on actual overtime, salary, special pay, and benefits costs.

4.12. Computation. The cost formula shall be calculated by totaling the actual costs of overtime, salary, special pay, and benefits of the City and reconciling that figure to the City's budgeted amount. The annual adjustment process would occur as described in Section 4.11.

4.13. Discretionary Overtime. It is the intent of the City and the KCSO to provide operational overtime when requested for special events, dignitary protection and unusual occurrences. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) working. Responses to events listed below are treated as if the event were occurring in any other jurisdiction, with the responsibility falling on that jurisdiction.

4.13.1. If the City requests and utilizes KCSO deputies on overtime for special events within the City, the actual deputy overtime expenditure will be billed to the City following the event. This billing will occur with the standard monthly billing, in accordance with Section 4.6. Examples include, but are not limited to, park patrol, parades, and community events.

4.13.2. If the City experiences a disaster or unusual occurrence that is confined within its boundaries and officer overtime is requested by the City Police Chief to stabilize the situation, the actual overtime expenditures will be billed only if disaster relief reimbursement funds are not approved. Examples of this include, but are not limited to, a plane crash, riot, or union strike.

4.13.3. In the case of a County, State, or National declared disaster for which overtime is required to manage the event, the overtime expense will be billed to the appropriate agency (e.g., FEMA). If reimbursement for overtime is not granted, then the City will be responsible for the direct overtime expense, less any mutual aid provided. Examples of this include, but are not limited to, flooding, windstorms, and sink holes.

4.13.4. In the event a dignitary requiring federal, state, or local protection visits a City, the City will determine if additional police response is needed. The City Chief Executive Officer, in consultation with the City Police Chief, will establish the level of service to be provided.

4.13.5. The KCSO Special Operations Section provides dignitary protection when the dignitary arrives in the County and assists in escorting the dignitary to the City. If the dignitary detail includes the US Secret Service, other Federal Government Agencies, or KCSO Special Operations, then the City is not responsible for expenses related to that detail. City expense is confined to meeting the City's established level of service for the dignitary visit, if overtime is incurred. Examples of dignitary protection services include, but are not limited to, traffic and crowd control related to visits from the Office of the President of the United States and foreign dignitaries.

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

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

- 5.1. **Operational Decisions and Policy-Making Authorities.** The respective authorities of the City and the County to make operational decisions and develop and implement policies shall be governed by the guidelines contained in Exhibit C, "Roles and Responsibilities of Contract Service Personnel" (Exhibit C).
- 5.2. **City Police Chief.** The City may designate a county officer assigned to the City to act in the capacity of the police chief, consistent with the guidelines contained in Exhibit C.

6. **Special Provisions.**

- 6.1. **Use of Non-Sworn Personnel.** The City and the County intend to increase the use of non-sworn personnel, and the parties agree that the following functions and positions, among others, can be considered by the Oversight Committee for civilianization: parking enforcement; warrant service; court liaison; crime scene technician; evidence transport; background investigations; records management; crime prevention; accident scene traffic director; missing children services; lost property services; vacation house checks; business watch; permitting; fingerprinting; abandoned vehicle tagging; park patrol; and prisoner transport.
- 6.2. **City Purchases.** As an alternative to using the County's routine supplies and equipment, the City may purchase routine supplies or purchase or lease any equipment for its own use, provided that prior written approval is obtained from the County and the equipment can be integrated into applicable County systems. Routine supplies and equipment include, but are not limited to, paper, copying machines, cellular telephones, and office furnishings. In the event the City has received County approval to purchase and/or lease any of these or similar items for its own use, the County will delete from the City's contract amount the full county charge for any items that otherwise would have been provided by the County. The County will not approve items it can provide at an equal or lower cost or that are not standard issue.
- 6.3. **Hourly Charges for Optional Support Services.** To the extent the City does not select one or more support services designated as optional, the County will not charge the City for those services. In the event that any of these services are deployed at the request of the City's Police Chief or his/her designee with the appropriate authority, the City agrees to pay the County for the service based on the hourly charges contained in Exhibit E, "Hourly Costs For Selected Services" (Exhibit E). The County intends to apply these charges to other jurisdictions, regardless of whether the jurisdiction has an agreement with the County for law enforcement services.
- 6.4. **City Police Facility.** A City that selects either a city or shared supervision model department may purchase or lease its own facility and provide for the operation and maintenance of said facility. The facility must meet or exceed all applicable city, state and federal codes and requirements. The facility must also adequately meet the space and security needs of permanently assigned KCSO personnel. The City will be responsible for all charges associated with the planning, design, construction, and/or renovation of the facility and property.
- 6.4.1. If the City provides a full-function police precinct as defined in Exhibit F, "Glossary of Terms" (Exhibit F) for all precinct personnel serving the city, the County will delete all applicable support, facilities, operation, and maintenance costs for city-assigned personnel. If the City provides city police facilities that otherwise meet the full definition of a police precinct but house fewer than all precinct personnel serving the city, the County agrees to negotiate on a case-by-case basis an equitable reduction of charges to the City. This reduction

of charges to the City shall equal the contract charges for facilities, support, operations and maintenance for the personnel housed in the city facility. In all cases, plans and cost adjustment for city police precincts, support and operations must be negotiated and agreed upon in writing in advance, and payment for police services must remain current within 30 days of billing by the County.

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

the uniforms and vehicles. To the extent that the annual quartermaster allowance exceeds the costs of routine replacement of uniform items, the allowance shall be applied to the costs of adding the insignia to the uniforms or replacing the uniforms with alternative uniforms. Additional costs related to the uniforms shall be borne by the City. However, whenever an officer leaves the City, either at the initiative of the County or of the officer, within 24 months or less after the assignment to the City, and the cost of outfitting the replacement officer in the City exceeds the City's annual quartermaster allocation, then the City and the County shall split the cost equally. The uniforms will be pooled by the KCSO quartermaster and reissued to new or existing City deputies. The City will retain items that were specially purchased by the City (e.g., bicycle uniforms). Each City is allocated a quartermaster budget calculated by multiplying the number of dedicated sworn personnel by the quartermaster cost per FTE as calculated in the costing book each year. If, at the end of the year, the City goes over its allocated quartermaster budget due to the additional cost of City-specific uniform items, those additional costs will be billed in the following year.

- 6.15. Start-up Costs. The City agrees to reimburse the County for salary and benefit costs incurred toward hiring deputies in the year prior to their being assigned to the City. These costs further described in Section 4.1 herein, shall be added to the total costs billed for year the deputies are assigned to the city and paid by the City according to this agreement.
- 6.16. Asset seizure. The KCSO Drug Enforcement (DEU) and Vice Units shall be the seizing entities for any asset seizure and forfeiture investigations involving drug-related offenses in violation of the Uniform Controlled Substances Act (RCW 69.50.505), violations of the Legend Drug Act (RCW 69.41), violations of the Money Laundering Act (RCW 9A.83), and/or any additional criminal or civil seizure statutes that may be applicable currently or in the future related, initiated by the City within its jurisdiction, or other cases initiated pursuant to asset seizure laws and under this agreement.
- 6.16.1. The terms of this agreement apply to seizures and forfeitures that result from investigations initiated by, or with significant participation by, the City, regardless of whether the City contracts for DEU or Vice services.
- 6.16.2. Seizures and forfeitures not initiated by, and without significant participation by, the City, are not covered by this agreement, and the City will not be provided a share of any forfeited funds.
- 6.16.3. If there is a dispute as to the City's share of any forfeited funds, the person in charge of the DEU or Vice Unit and the City Police Chief will meet to attempt to resolve the matter. If this process does not result in a mutually-agreed upon resolution, the dispute will be handled in accordance with Sections 16 and 17 of this agreement.
- 6.16.4. The KCSO will be responsible for gathering the proceeds from all relevant sales, for accounting for all seizures and forfeitures in conjunction with the personal and real property encompassed under the agreement, for submitting the 10 percent to the State of Washington in accordance with RCW 69.50.505 or making any other mandatory disbursement under the applicable statutes, and for distributing the remaining funds -- in equal shares -- to the parties. This distribution of remaining funds will occur after the KCSO has deducted any and all costs incurred related to the seizure and forfeiture. The final accounting of the seizure and distribution of funds will accompany the check the County writes to the City.
- 6.16.5. Any properties, real or personal, forfeited to the KCSO pursuant to this agreement will be sold in accordance with RCW 69.50.505.
- 6.16.6. Any funds distributed to the City will be used in accordance with RCW 69.50.505(i). By signing this agreement, the City acknowledges that it is solely responsible for familiarizing itself with the authorized use of forfeited funds as stated in the applicable RCW Chapter. If the City uses forfeited funds in a manner contrary to the seizure statutes, the County may terminate the asset forfeiture provisions of this agreement with 24 hours notice.

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

DDES, fire agencies and the cities will be responsible for developing a work plan for Oversight Committee approval. The purpose of this work plan will be to identify options for the long-term provision of fire investigation services to city customers. The work plan may consider the following issues: call-out protocols, costing methods, service delivery and organizational issues. The intent of these parties is that the Oversight Committee will make a recommendation for future service delivery by October 31, 2000.

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

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

7. Reporting.

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

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

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

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

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

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

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

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

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

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

9.1. Municipal Police Authority. The City promises to confer municipal police authority on such County deputies as might be engaged hereunder in enforcing City ordinances within City boundaries, for the

purposes of carrying out this agreement.

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

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

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

12. Indemnification.

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

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

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

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

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

14. Audits and Inspections. The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this agreement and three (3) years after termination.

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

16. Agreement Administration.

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

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

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

17. Agreement Oversight.

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

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

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

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

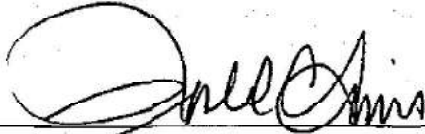
17.2.3. If an operational problem or agreement dispute is referred to the Oversight Committee pursuant to sections 16.2 or 16.3 of this agreement, the Oversight Committee will meet and attempt to resolve the problem or dispute. If the Oversight Committee is unable to resolve the problem or dispute, this agreement shall be construed in accordance with the laws of the State of Washington.

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

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

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY



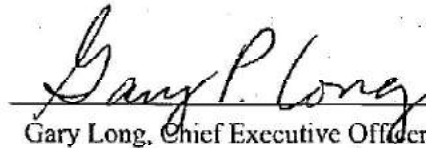
King County Executive

Approved as to Form



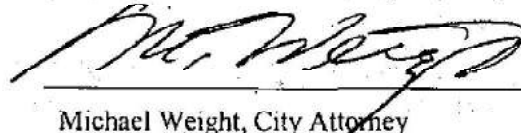
Deputy Prosecuting Attorney
for NORM MALENG
King County Prosecuting Attorney

City of Burien



Gary Long, Chief Executive Officer

Approved as to Form



Michael Weight, City Attorney

**Amendment to Interlocal Agreement
Between King County and the City of Burien
Relating to Law Enforcement Services**

WHEREAS 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 Burien, a municipal corporation of the State of Washington, hereinafter referred to as the "City," entered into an Interlocal Agreement in 2000 relating to the provision of law enforcement services; and

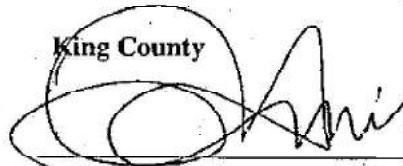
WHEREAS, the County and the City desire to amend this Interlocal Agreement to show that computer replacement will take place on a four-year schedule;

NOW THEREFORE, the County and City hereby agree to the following amendments to the 2000 Interlocal Agreement related to Law Enforcement Services:

1. Section 6.18.3 is amended to read: Replacement computers will be furnished via the Computer Replacement Fund, approximately every three four 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.
2. Section 6.18.4 is amended to read: 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 four years.

IN WITNESS WHEREOF, the parties have executed this agreement.

King County

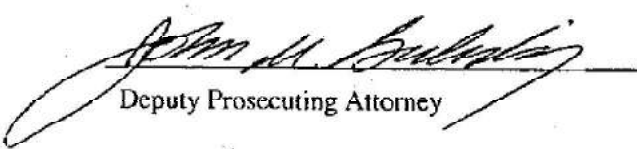


King County Executive

Date

12-11-2003

Approved as to Form



Deputy Prosecuting Attorney

Date

11/19/03

City of Burien

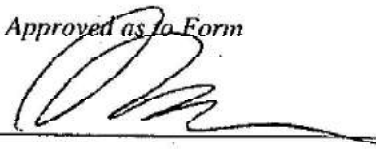


Gary Long, City Manager

Date

9-17-03

Approved as to Form



City Attorney

Date

9/17/03

Amendment to Interlocal Agreement

Between King County and Cities of Burien, Carnation, Covington, Kenmore, Maple Valley, Newcastle, North Bend, Sammamish, SeaTac, Shoreline and Woodinville for Fire Investigation Services Conducted Pursuant to the 2000 Interlocal Agreement relating to Law Enforcement Services

6.19.1 Fire Investigation

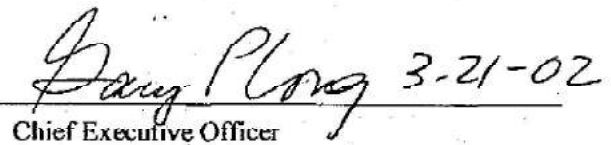
~~For~~ Beginning in the year 2000, the City may purchase fire investigation services through this agreement. These services will be provided by the King County Department of Development and Environmental Services (DDES) Fire Marshal's Office by separate agreement with the KCSO. The cost for this service 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.

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY


City of Burien


King County Executive

 3-21-02
Chief Executive Officer

Approved as to Form

Approved as to Form

 7/29/02
Deputy Prosecuting Attorney
for NORM MALENG
King County Prosecuting Attorney

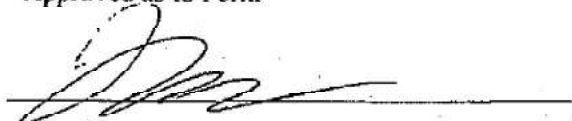

City Attorney

EXHIBIT C

ROLES AND RESPONSIBILITIES OF CONTRACT SERVICE PERSONNEL

I. ROLES AND RELATIONSHIPS

A) COMMISSIONED PERSONNEL

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

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

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

are agreeable to the KCSO.

(b) Duties Include:

- (i) Operations
- (ii) The police chief shall direct overall Contract City service police operations, ensuring law enforcement services within the City.
- (iii) The police chief shall analyze operations and develop plans to manage resources and ensure effective and efficient delivery of services.
- (iv) The police chief shall oversee the implementation of all policies and procedures relating to police services that are established by the contracting entity, and shall provide to the KCSO any written information relative to police services created by the entity. The chief shall notify the KCSO of all procedures that differ from KCSO policies and procedures.
- (v) The police chief shall utilize analysis of crime data to establish a plan for deploying resources to address identified needs.
- (vi) The police chief shall coordinate police activities for the contracting entity, including hours of operation and contract-specific protocols and procedures.
- (vii) The police chief shall prepare, in coordination with the King County Sheriff's Office Contract Unit, a budget for the contract police department.
- (viii) The police chief shall coordinate the response of support services used for law enforcement for the contracting entity (e.g., CID, Special Operations).
- (ix) The police chief shall establish policies and protocols for the response of services that are not purchased by the entity in advance (e.g., optional services).
- (x) The police chief shall notify the contracting entity's CEO or manager/administrator of any use of support services that were not purchased in advance upon their deployment for enforcing laws for the contracting entity.
- (xi) The police chief shall notify the contracting entity's CEO or manager/administrator of all major crimes or incidents.

5) Goals, Objectives, and Performance Indicators

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

6) Personnel Management and Training

- (a) The police chief shall establish standards of performance for officers assigned to the contracting entity.
- (b) The police chief shall identify areas of supplemental training for officers assigned to the entity, and make recommendations to the KCSO for supplemental training. The chief shall also make recommendations to the contracting entity's CEO or manager/administrator for training not provided by KCSO.
- (c) The police chief shall periodically review the performance of officers assigned to the contracting entity and report to entity's CEO or manager/administrator and precinct command staff or Division Chief any recommendations for performance improvement.
- (d) The police chief shall perform selected roll calls of contract-assigned officers.
- (e) The police chief shall coordinate and direct duties of officers assigned to the contracting entity as

specific needs arise, and as requested by entity's CEO or manager/administrator within the context of established policies and procedures. The chief shall report to the precinct any changes in duty of contract-assigned officers.

C) CONTRACTING ENTITY POLICE MID-MANAGER

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

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

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

II. AUTHORITY

- A) The contracting entity police chief shall have authority commensurate with his or her responsibility, which is recognized internally and externally.
- B) Issues that fall within the purview of the police chief of a contracting entity
 - 1) Prioritization of reactive patrol time
 - 2) Awards Program
 - 3) Travel and Expense Guidelines
 - 4) False Alarm Ordinances/Response
 - 5) Impound Procedures
 - 6) Community Policing
 - 7) Crime Prevention Standards
 - 8) Additional Training
 - 9) Supplemental Reports
 - 10) Incident Notification Policies
 - 11) Job Description of Supplemental full-time employees (FTE's)
 - 12) Expenditure of the contracting entity's police budget
 - 13) Direct access to department support services
 - 14) Staffing assignments and deployment within confines of dedicated City positions

- 15) Prioritize meeting attendance (meetings for the contracting entity take priority over county meetings; county meetings will be kept to a minimum and conducted as efficiently as possible)
 - 16) Authorization of support services.
 - 17) Use of volunteers and volunteer programs (except reserve officer).
- C) Issues that must have input and approval from the King County Sheriff's Office
- 1) Accident Response Criteria
 - 2) Court Attendance Policies
 - 3) Call-out Procedures
 - 4) Uniform/Equipment/Vehicles (including appearance regulations)
 - 5) Reserve Program
 - 6) Communications Center Procedures
 - 7) Traffic Enforcement Policy and Procedures
 - 8) K-9 Response Policy
 - 9) Response Priorities
 - 10) Shift Hours
 - 11) Specialty Unit Personnel Selection (Street Crimes Units, Crime Prevention, D.A.R.E., etc.)
 - 12) Prioritization of Precinct Detective Unit Workload
- D) Issues that fall within the purview of the KCSO and must be consistent between the King County Sheriff's Office and the contracting entities.
- 1) Pursuit Policy
 - 2) Seized Property
 - 3) Basic Skills Training
 - (a) Emergency Vehicle Operations; Firearms (Include Reviews)
 - 4) Use of Force
 - 5) Off-Duty Work
 - 6) Field Training Officer Program
 - 7) Personnel Evaluation System/Annual Performance Evaluation
 - 8) Internal Investigations Unit Policies & Procedures
 - 9) Reporting Forms
 - 10) Hostage Negotiations and Tactical Team Deployment
 - 11) Alternative Work Schedules
 - 12) Standards of Conduct
 - 13) Arrest Warrant Policies
 - 14) Labor Contracts (4)
 - 15) Supervisory Standards
- E) Issues governed exclusively by KCSO policies & procedures:
- 1) DV Response
 - 2) Search & Rescue
 - 3) Civil Process
 - 4) Landlord - Tenant Policies
 - 5) Abandoned/Unclaimed Property
 - 6) Training
 - 7) Basic Law Enforcement Training Academy
 - 8) BAC - State
 - 9) First Aid - L&I
 - 10) CPR - L&I
 - 11) Computer Info Access Training
 - 12) Airborne/Bloodborne Pathogens
 - 13) OSHA/WSHA/EPA Requirements
 - 14) King County Code of Ethics
 - 15) Public Disclosure and Records

- 16) Gun Permits and Concealed Pistol Licenses
- 17) Federal Labor Standards Act
- 18) Family Leave and Benefits Policies
- 19) Americans with Disabilities Act
- 20) Civil Service Rules
- 21) King County Career Service Rules
- 22) EEOC Guidelines/Requirements
- 23) Discipline

III. INCENTIVES/REWARDS

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

IV. COMMITMENTS, TRANSFERS, and PROMOTIONS

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

V. STATISTICAL REPORTS

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

VI. SHARED SUPERVISION PROTOCOL

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

EXHIBIT D: INTERNAL INVESTIGATIONS UNIT PROTOCOLS

I. POLICY STATEMENT

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

II. COMPLAINTS OF PERSONNEL MISCONDUCT RECEIVED IN THE CONTRACT CITY

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

III. COMPLAINTS OF PERSONNEL MISCONDUCT RECEIVED IN IIU

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

IV. INVESTIGATION OF PERSONNEL MISCONDUCT

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

V. INFORMATION PROVIDED TO THE CHIEF EXECUTIVE OFFICER

- A) Chief Executive Officers shall be notified of complaints of misconduct involving KCSO personnel assigned to the City or of incidents that occur within the City. This notification may come from either the Precinct Commander or the City Police Chief.
- B) Results of the investigation will be shared with the Chief Executive Officer, as soon as practical, but the investigative file may not be copied in accordance with case law. Specific discipline for sustained

complaints emanating from the member's assignment to the City will be disclosed to the Chief Executive Officer.

- C) Written correspondence to the complainant will originate from the KCSO. City letterhead with the signature block, "Commander, Internal Investigations Unit" may be used rather than the KCSO letterhead. The City letterhead option is available for the City, but not required.

VI. GRIEVANCE PROCEDURES

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

EXHIBIT F

GLOSSARY OF TERMS

Absence

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

Absent without leave

Absent without authorization.

Administrative Sergeant

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

Alternative shift schedules

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

Audit

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

Backfill

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

Benefits

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

Bereavement Leave

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

BLET/BLEA

Basic Law Enforcement Training/Academy (720 hours).

Captain

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

Car Per Officer (CPO)

Take home vehicles assigned to department members.

Career Service Employee

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

Chief

See "Contract City Police Chief" below.

Chief (Division)

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

City Department Model

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

City Police Precinct

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

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

Civil Service Employee

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

Clothing Allowance

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

Commissioned

Sworn officers/deputies.

Communications Center

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

Community Service Officer (CSO)

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

Compensatory time

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

Contract City Police Chief

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

than 20,000: Captain – greater than 20,000: cities choosing the full city model department may select a Major as chief.

Court overtime

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

Dedicated staff

Personnel regularly assigned to a contract city.

Deputy (Officer)

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

Disability

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

Discretionary training

Training not mandated by federal, state or county regulations.

Dispatched calls for service (DCFS)

Police details that are initiated through the communications center.

Educational incentive pay

Additional pay commensurate with an employee's education.

Fair Labor Standards Act (FLSA)

A law governing compensation for hours worked/overtime.

Family Leave

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

Family Medical Leave Act (FMLA)

Federal Emergency Management Agency (FEMA)

Field Training Officer (FTO)

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

Field Training Program

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

Field Training Sergeant

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

Flexible Services Model

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

Hazardous duty pay

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

Lateral Academy

Recruit training for lateral entry officers.

Lateral entry deputy/officer

A deputy hired with prior law enforcement experience.

Leaves of absence

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

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

Leave with pay

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

Leave without pay

Any absence of an employee from duty without compensation.

LEOFF 1

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

LEOFF 2

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

Limited commission (also called a special commission)

Grants a deputy specific duties within a specified area.

Longevity pay

Additional pay given for length of service.

Major

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

Managing Patrol Performance (MPP)

A computer based patrol staffing model.

Mandatory training

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

Master Police Officer (MPO)

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

Media Relations Officer (MRO)

Deputy chosen to be responsible for organizing all media interactions.

Military leave

Leave of absence with pay for active military duty.

Non-chargeable services

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

Non-commissioned

Non-sworn personnel.

Officer

See Deputy

Parental leave

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

Permanent (Regular) assignment

Normal duty station.

PERS 1

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

PERS 2

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

Phase I Recruit

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

Phase II Recruit

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

Phase III Recruit

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

Phase IV Recruit

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

Post BLET/BLEA

Post Basic Law Enforcement Training/Academy.

Pre BLET/BLEA

Pre Basic Law Enforcement Training/Academy.

Premium pay

Additional pay for specialty assignment.

Promotion

The movement of an employee to a higher rank.

Quartermaster

A sergeant who provides uniforms and equipment for department personnel.

Retirement

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

School Resource Officer (SRO)

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

Shared Supervision Model

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

Sheriff

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

Sick leave

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

Transfer

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

Temporary assignment/position

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

Termination

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

Vacancy

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

Washington State Criminal Justice Training Center (WSCJTC)

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

EXHIBIT G ARSON INVESTIGATION COSTING MODEL

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

Updated for Cities participating as of 03/03/00

<i>Jurisdiction</i>	<i>Percent Based on Hours Share</i>	<i>Percent Based on Value Share</i>	<i>Percent Based on Incident Share</i>	<i>\$ Share Average of Three Methods</i>	<i>Percent Average of Three Methods</i>
Black Diamond	1.3%	1.4%	0.9%	\$1,469	1.2%
Burien	20.4%	15.4%	18.0%	\$22,007	17.9%
Camation	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%
Duval	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%
Sumnerish	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

Building Services Division

Effective Date

Apr 1, 2000

Approved by

Type of Action Page Number

Revision Page 1 of 3

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

2.0 **PURPOSE:**

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

3.0 **ORGANIZATIONS AFFECTED:**

- 3.1 Department of Development and Environmental Services
- 3.2 King County Fire Marshal's Office
- 3.3 Fire Departments/Districts providing fire suppression to a city that has contracted with the King County Fire Marshal's Office for fire investigation services.
- 3.4 King County Sheriff's Office
- 3.5 Cities having contracts with King County for fire investigation services

4.0 **REFERENCES:**

- 4.1 Uniform Fire Code
- 4.2 R.C.W. Chapter Title 9 and 9A
- 4.3 R.C.W. 19.27.110
- 4.4 R.C.W. 52.12.031 (7)
- 4.5 R.C.W. 48.48.060
- 4.6 King County Administrative Policies and Procedures
- 4.7 King County Fire Marshal Operating instructions Manual
- 4.8 King County Fire Marshal Policy & Procedure Manual

Number: FINV-0012b

Page 2 of 3

5.0 PROCEDURE:

- 5.1 The Fire Investigation Unit should be notified and respond to fires as follows:
- Fires where one or more deaths have occurred.
 - 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).
 - 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.
 - 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.
 - 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.

Number: FINV-0012b

Page 3 of 3

- 6.2 Qualified Fire Department personnel in the responsible fire suppression agency may conduct fire investigations in the following categories:
- Intentionally set fires in Dumpsters and other refuse/garbage containers.
 - Intentionally set fires in Newspaper collection containers
 - Intentionally set fires in Newspaper distribution structures (Times, P.I., etc.).
 - Intentionally set fires in Containers used for collection of clothing, etc.
 - Intentionally set fires in abandoned vehicles with a value less than \$250.
 - 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:
- 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.
 - Examination of the fire scene to determine area, point of origin and cause
 - 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.
 - 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.
 - 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.
 - Notification of the responsible police department via the police communications center where arson is suspected or confirmed.
 - 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.
 - 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.

Burien Contract # 0975

City of Burien, Washington

Contract Routing Sheet

Name of Contracting Party: King County Sheriff's OfficeProject Name/Description: Amendment relating to Fire Investigation Services being moved from DDES to Sheriff's OfficeContract Amount: \$ N/A
(Include Contractor's Proposal Amount and Sales Tax)

Type of Contract:

<input type="checkbox"/> Architectural/Engineering <input type="checkbox"/> From Engineering Roster <input type="checkbox"/> Advertised Bidding Done <input type="checkbox"/> Professional Services (Non-Engineering) <input type="checkbox"/> 3 Bids received <input type="checkbox"/> Direct Negotiation	<input type="checkbox"/> Construction <input type="checkbox"/> Informal Bidding Process Done-3 bids (less than \$20,000/\$35,000) <input type="checkbox"/> From Small Works Roster (\$20,000/\$35,000 to \$100,000) <input type="checkbox"/> Competitive/Advertised Bidding Done (Over \$100,000) <input type="checkbox"/> Other: _____	<input type="checkbox"/> Human Services/Arts & Culture/City Match <input type="checkbox"/> Other: _____ <input type="checkbox"/> Contract Amendment to Contract No.0975
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

(Please attach a list of all bids received)

Is this contract authorized in the current year's budget? ☐ Yes ☐ NoIf budgeted, list Fund/Dept.: General Fund - Police Services

Page # in Budget: _____ Budget line item amount: \$ _____

If not budgeted, Fund/Dept where should be budgeted? _____

Is a budget amendment needed? ☐ Yes ☐ No Amount? \$ _____Date of Council Approval: November 3, 2008

(Please attach a copy of the agenda bill and backup.)

REVIEWED BY:Contract Manager: Tabatha Date: _____

Department Director: _____ Date: _____

Management Analyst: Lori Fleming Date: _____**Routing Instructions:**

- ☐ Send original to Contractor for their signature and then provide a copy of the fully signed contract to _____
- ☐ Contract is already signed by Contractor, please provide a copy of the fully signed contract to: _____
- ☐ Other (Please describe) _____

Contract File Checklist:

- ☐ Purchase Order # _____
- ☐ Tax ID Form
- ☐ Current Business License
- ☐ Insurance Certificate
- ☒ Contract Fully Signed



KING COUNTY SHERIFF'S OFFICE
516 Third Avenue, W-L 16
Seattle, WA 98104-2312
Tel: 206-296-4155 • Fax: 206-296-0168

Susan L. Rahr
Sheriff

May 8, 2009

Ms. Lori Fleming
Management Analyst
15811 Armbaum Blvd SW, Suite C
Burien, Wa. 98166

RE: Fire Investigations Amendment to 2000 Interlocal Agreement

Dear Ms. Fleming:

Enclosed please find one signed original version of the most recent amendment to our Interlocal Agreement for law enforcement services. This amendment makes the changes we agreed to regarding the Fire Investigations Unit's move from the Department of Development and Environmental Services (DDES) to the Sheriff's Office in 2008.

We value our continuing partnership with you and your city. If we can be of any assistance, or if you have questions regarding this amendment, please don't hesitate to call me at (206) 205-0470.

Thank you,

A handwritten signature in dark ink, appearing to read "A. Rask".

Robin Rask
King County Sheriff's Office, Contracting Unit

cc: Chief Greg Dymerski, KCSO Criminal Investigations Division
Captain Debbie Huntsinger, KCSO Major Investigations Section
KCSO Budgeting & Accounting
KCSO Contracts File

Enclosure

ORIGINAL

**Amendment to Interlocal Agreement
Between King County and Cities of Beaux Arts, Burien, Covington, Kenmore, Maple Valley,
Newcastle, North Bend, Sammamish, SeaTac, Shoreline, Skykomish, and Woodinville
for Law Enforcement and Fire Investigation Services**

WHEREAS, the parties entered into an Interlocal Agreement for law enforcement services in 2000;

AND WHEREAS, in 2002 section 6.19.1 relating to fire investigation services was amended;

NOW THEREFORE:

1) Section 6.19 is amended as follows:

6.19 Fire Investigation

6.19.1 ~~Beginning in the year 2000, the City may purchase fire investigation services through this agreement. These services will be provided by the King County Sheriff's Office (KCSO) Department of Development and Environmental Services (DDES) Fire Marshal's Office by separate agreement with the KCSO and are optional to the city. If the city purchases fire investigation services from the County, the cost for this service is shown on Exhibit B, and will be calculated in accordance with Exhibit G: "Arson Fire Investigation Costing Model." Fire Investigation callouts will be in accordance with protocols outlined in Exhibit H: "Arson Fire Investigation Call Out Protocols," unless superseded by new or revised protocols adopted by the Oversight Committee, (DDES) KCSO, 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.~~

ORIGINAL

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 King County Sheriff's Office.

2) Exhibit G is amended as follows:

EXHIBIT G: ARSON FIRE INVESTIGATION COSTING MODEL

Pursuant to section 6.19 of the Interlocal Agreement Relating to Law Enforcement Services, the King County Sheriff's Office (KCSO) ~~Department of Development and Environmental Services (DDES)~~ will provide optional fire investigation services to cities contracting with the King County Sheriff's Office ~~KCSO~~ for police services. The extent to which contract cities use these fire investigation services is not likely to be uniform. This exhibit sets forth the model by which costs of providing such service is to be allocated among the contracting cities.

A city will be charged in accordance with its percentage of historic usage of the service. The total cost to the County is reflected in Exhibit B, as updated by the County from year to year. A percentage of that total cost is assigned to each city based on its historic usage. The percentages of historic usage by cities are updated for each successive contract year. A three-year average is used with the most recent year being added and the oldest year being deleted. A summary table setting forth the current updated percentage assigned to each city is included in Exhibit B.

To determine the cost for each city, the total County cost identified in Exhibit B shall be multiplied by the city's average percentage of use indicated on the most current summary table (Exhibit B). Each city must pay the amount specified whether the service is used during the contract year or not. If a city does not use the services during the contract year, that city's percentage assignment for fire investigation services will drop due to the three-year averaging approach described above. There is no refund for low usage or non-usage.

In the event that cities collectively utilize more or less hours than the previously established "share" of the Fire Investigations Unit assigned to contract cities, and the total program cost

~~city charge no longer meets~~ accordingly exceeds the total cost to the County set forth in Exhibit B, the County shall adjust the "share" in the following year's Exhibit B per Section 4 (Compensation) of the II A. Any "share" adjustment shall require the approval of a majority of Oversight Committee members, those cities exceeding their assigned percentage shall be responsible for the additional cost. Additional costs shall be billed to cities at the DDES' hourly overtime rate set forth in Exhibit B.

3) Exhibit H is amended as follows:

EXHIBIT H: ARSON FIRE INVESTIGATION CALL OUT PROTOCOLS

- 1.0 SUBJECT TITLE: King County Sheriff's Office 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~~ Sheriff'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
 - ~~3.21~~ King County ~~Fire Marshal's~~ Sheriff's Office
 - 3.32 Fire Departments/Districts providing fire suppression to a city that has contracted with the King County ~~Fire Marshal's~~ for fire investigation services.
 - ~~3.4~~ King County ~~Sheriff's~~ Office
 - ~~3.53~~ Cities having contracts with King County for fire investigation services
- 4.0 REFERENCES:

- 4.1 ~~Uniform~~ International 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 ~~50~~
- 4.6 King County Administrative Policies and Procedures
- 4.7 King County Fire Marshal Operating instructions Manual
- 4.8 King County Fire Marshal Investigation Unit Policy & Procedure Manual

5.0 PROCEDURE:

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

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

- 5.2 The King County Fire Marshal's Sheriff'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 Sheriff'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.
- 5.7 Fire investigators will submit a scene report within 48 hours of an incident to the police chief and fire chief.

6.0 RESPONSIBILITIES:

- 6.1 The King County Fire Investigation Unit is responsible for the investigation of all fires that have been investigated by the Fire Investigation Unit as outlined in section 5.1 of this document.
- 6.2 Qualified Fire Department personnel in the responsible fire suppression agency may conduct fire investigations in the following categories:
 - a. Intentionally set fires in Dumpsters and other refuse/garbage containers.
 - b. Intentionally set fires in Newspaper collection containers

- c. Intentionally set fires in Newspaper distribution structures (Times, P.I., etc.).
- d. Intentionally set fires in Containers used for collection of clothing, etc.
- e. Intentionally set fires in abandoned vehicles with a value less than \$250.
- f. And other such fires as the responsible fire department is qualified to investigate.

6.3 For investigations conducted by Fire Department personnel for the investigations noted in section 6.2 above the following recommended procedures may be followed:

- a. Notification of the King County Fire Investigation Unit within 48 hours ~~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.

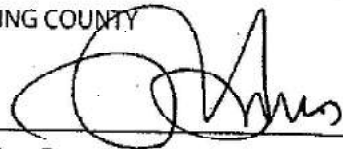
- h. Forwarding a copy of the photographs (or other acceptable photographic medium) and the negatives of the incident to the Fire Investigation Unit for all fires that were determined to be intentionally set.

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.

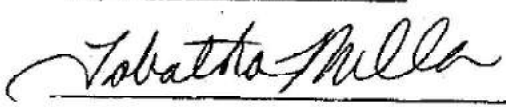
4) This amendment replaces any previous amendments.

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY


King County Executive

City of Burien


Chief Executive Officer

Approved as to Form

Senior Deputy Prosecuting Attorney
for DAN SATTERBERG
King County Prosecuting Attorney

Approved as to Form

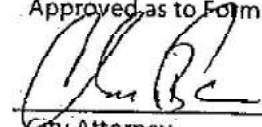

City Attorney

Exhibit B



King County

Dow Constantine

King County Executive

401 Fifth Avenue, Suite 800

Seattle, WA 98104

206-296-9600 Fax 206-296-0194

TTY Relay: 711

www.kingcounty.gov

May 19, 2023

Adolfo Bailon

City Manager

City of Burien

400 SW 152 St, Suite 300

Burien, WA 98166

Dear City Manager Bailon and Council Members for the City of Burien:

We are writing to express King County's substantial concerns with the City of Burien's plan to orchestrate the eviction of unhoused people currently camping on parcel number 1923049254 (hereafter referred to as the "City Lot"), which is located on the Northwest corner of SW 152 ST and 6 AVE SW, Burien, WA. We urge the City to reconsider its planned approach to this situation.

The City Lot has been recently used as an informal dog park open to the public. Many of the persons living on the City Lot were relocated from an encampment adjacent to the Burien Library and City Hall less than two months ago. Although the City currently owns the City Lot, it has not identified housing alternatives for the persons who live there despite constitutional duties imposed on the City under federal law. Instead, the City is attempting to circumvent those duties by entering a lease with a private party, who will maintain and continue the use of the City Lot as a public dog park while attempting to use criminal trespass to force unhoused persons from the premises.

We do not believe that this lease arrangement can be used to avoid the City's constitutional duties to unhoused persons. As a result, until the City has identified alternative housing arrangements for persons who are camping at the City Lot location, the King County Sheriff's Office ("KCSO") cannot be part of any effort to relocate these unhoused persons, or to sanction them for staying at the City Lot location. Above all else, the KCSO must police our communities in a compassionate and constitutional manner that complies with applicable law.

CM Bailon, Burien City Council

May 19, 2023

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Burien's Relocation of Unhoused Persons from the Public Area Near the Library to the City Lot.

The KCSO has been working on issues relating to public camping in Burien for many months. A significant encampment was located in the public area shared by City Hall and the Burien Branch of the King County Library System ("KCLS").¹ Initially, camping was not prohibited in this area. However, in February 2023, the City and KCLS changed the rules governing the public area to prohibit camping.

The KCSO participated in planning discussions with the City and KCLS to prepare for displacement of campers. From the KCSO's perspective, the plan included providing notice to the campers and outreach to assist them in finding alternate housing. Chief Ted Boe worked with multiple agencies and City officials with a focus on locating alternate housing so that every displaced person would be offered a new housing location by the date that the encampment was removed. As the planned removal date neared, he expressed his concern to the City Manager about the lack of alternative housing and identified several locations where campers were likely to go, including the City Lot.

On March 30, 2023, Council Member Moore and Planning Commission Board Chair Schafer informed campers near the Burien Library about the vacant City Lot. They advised campers that the property was unused, not currently slated for development, and not an official park. Campers at this location would thus be immune from forced removal, unless the City could find alternative housing or camping locations. As a result of these representations, some campers agreed to move voluntarily, and City representatives assisted them in moving their belongings to the new location. The next day, other campers followed. Although the City later issued a statement that city officials were acting as private citizens, and not in their official capacities, when they assisted the unhoused campers, it is not apparent that this distinction was clear to unhoused campers at the time of their relocation. In short, the campers voluntarily relocated to the City Lot based on representations and actions from members of City's Council and Planning Commission.

On March 31, 2023, the remaining people living in temporary structures near the Burien Library also relocated to the City Lot. Local charitable and social services agencies were there to assist, but none could offer housing. Long before March 31, the KCSO, through Chief Boe, collaborated with other community partners and County agencies to plan for the removal and seek alternative housing. There were attempts to get housing support from both the Regional Homeless Authority and King County Health through Housing. Additionally, the Executive's Office began a search for suitable alternatives within the City and continues to do so. Until the City's leasing plan arose, it was the County's belief that people camping on the City Lot would continue to reside there pending the search for suitable alternative housing.

¹ KCLS is a special use district separate from King County.

CM Bailon, Burien City Council

May 19, 2023

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Planned Eviction of Unhoused Persons from the City Lot Through the Lease Scheme.

On May 19, 2023, King County representatives had the opportunity to meet with the City Manager, Adolfo Bailon and Mayor Sofia Aragon, along with City Legal Counsel, Garmon Newsom. We discussed the City's plans for the City Lot, which include a plan to lease the location to a non-profit entity that will continue to use the City Lot as a dog park and adjacent parking lot, which will remain open to the public. At this date, there are at least two dozen people residing on the City Lot, many of whom were relocated from the encampment on the public area adjacent to the Burien Library. Last week, the Sheriff learned of plans to eject campers on the City Lot, following execution of a lease by the City to a third party. A preliminary, unsigned, copy of the lease proposes a lease to Community Animal Resource & Education Society, a non-profit organization, because of a "need for the parcel to revert back to its most recent use by the community as a dog recreation and relief area". The lease area covers the premises where campers currently reside.

During the May 19, 2023, discussions, City officials were transparent that they expect the new lessee of the public dog park to eject any campers from the City Lot. Because the City contends that the City Lot would be considered private property under the lease (despite its mandated public use and actual public ownership), City officials believed that the Burien Police Department (which is entirely comprised of KCSO personnel) could force campers to leave the premises by issuing a criminal trespass citation, and potentially forcing the person to leave.

The City officials believed that leasing the City Lot to a private party relieved them of any obligation to identify alternative housing, or a new location on city property for unhoused campers. As a result, it is our understanding that the City has not found a location for housing those who would be ejected from the City Lot. Although the City is able to identify locations where unhoused campers cannot reside, the City has been unwilling to designate areas where unhoused persons could go upon their removal from the City Lot. During a second call with City officials on May 19, 2023, Counsel for the County Executive and Sheriff's Office, encouraged the City to develop some plan to assist campers on the City lot to find alternative housing, or identified alternative camping locations.

Because Federal Law Requires the City to Identify Alternative Housing and the Lease Arrangement Cannot Be Used to Evade this Constitutional Requirement, the KCSO Cannot Participate in the Relocation of Unhoused Persons From the City Lot.

Because the City's plan to relocate unhoused campers off the City Lot without offering alternative housing violates the Constitution, KCSO personnel cannot participate in this effort. The County's True North Values also do not include forcibly ejecting homeless people who have no other housing available to them. In accord with federal law, the County's approach is to offer resources and direct campers to available housing. Sometimes people utilize alternate shelter housing and sometimes they move their campsite to a new location, but they cannot be subject to criminal penalties if they have nowhere else to go. The KCSO cannot cite anyone from this lot for criminal trespass, under these circumstances. The County is aware that it can

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be time consuming and frustrating to seek out other options, but that does not change the County's commitment to looking for a more humane approach to homelessness.

Under the circumstances outlined by City officials, the KCSO cannot participate in any plan to assist in the ejection of campers from the City lot. The federal case law prohibiting the use of police to effectively criminalize homelessness is clear. In response to a growing homeless population, the City of Boise enacted an ordinance that made it a misdemeanor to use its streets, sidewalks, parks, or public places as a camping place. Homeless individuals convicted of violating the ordinance challenged the constitutionality of the ordinance. The Ninth Circuit agreed, holding that "the Eighth Amendment prohibits the imposition of criminal penalties for sitting, sleeping, or lying outside on public property for homeless individuals who cannot obtain shelter." *Martin v. City of Boise*, 920 F.3d 584, 618 (9th Cir. 2019). The Ninth Circuit held "as long as there is no option of sleeping indoors, the government cannot criminalize indigent, homeless people for sleeping outdoors, on public property, on the false premise they had a choice in the matter". *Id.* at 617.

More recently, the City of Grants Pass attempted to circumvent the ruling in the *Boise* case by passing anti-camping ordinances that only resulted in civil penalties for initial violations. Unauthorized campers could be issued an exclusion order from a City park, but if the person returned to a City park, they could be prosecuted for criminal trespass. The City argued that, because the penalties were civil, rather than criminal, the *Martin* ruling did apply. The Ninth Circuit disagreed: "The holding in *Martin* cannot be so easily evaded". *Johnson v. City of Grants Pass*, 50 F.4th 787, 807 (9th Cir. 2022). The critical failing in the Grants Pass approach to homelessness was the use of civil citations issued for behavior the homeless could not avoid, followed by a civil park exclusion order and, eventually, prosecutions for criminal trespass. "Imposing a few extra steps before criminalizing the very acts *Martin* explicitly says cannot be criminalized does not cure the anti-camping ordinances' Eighth Amendment infirmity". *Johnson v. City of Grants Pass*, 50 F.4th 808.

The plan articulated by the City of Burien fails to meet the obligations identified in the *Boise* and *Grants Pass* decisions. Although no case has yet addressed the use of a lease to avoid a municipality's constitutional obligations, this approach is highly likely to meet with the same skepticism of the *Grants Pass* attempt to evade the holding in *Martin*. As is clear from the *Boise* analysis, a city has a constitutional obligation to offer suitable, available shelter space before utilizing police to eject homeless persons from public land. A lease that merely transfers technical control of a public space to a private party – explicitly to avoid constitutional obligations to unhoused persons – cannot possibly relieve a municipality of its constitutional obligations.

The City Lot location is, and remains, a public facility even though the City is allowing a private entity to maintain the location as the City's lessee. The City has plainly expressed its expectation that the lessee will indeed eject the campers from the City Lot and do so without any attempt to help with relocation to available housing for displaced persons. The City's position that it has no obligation to offer such service once it signs a lease is troubling. King County cannot agree with this position.

CM Bailon, Burien City Council

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The City can take any steps it chooses to take with its own land, but if it follows its current plan for the City Lot, it will be acting on its own. The City should not expect that KCSO will exercise its police powers to eject anyone from the City Lot. In fact, given the decision to disregard the guidance identified above, the KCSO is unwilling to participate in planning an event intended to violate clearly established law. If the KCSO were to conduct itself in the same manner as the Grants Pass police department, it is a certainty that the County will be in the position of defending a civil rights lawsuit. Given the current state of federal law in this Circuit, there is a reasonable expectation of punitive damages arising from the City's proposed approach. The County will not put its law enforcement personnel in this untenable legal position.

As commissioned law enforcement, the KCSO has an unquestionable responsibility to uphold the constitution. In addition, the ILA reserves such policy and policing procedural decisions for the County. According to paragraph 5.1 and Exhibit C to the ILA with the City of Burien, policies and procedures used in providing law enforcement services are clearly within the County's purview. This includes policy decisions on when it is appropriate and constitutional to eject a homeless camper from a public place. This is in keeping with the County's ownership of liability for the actions of its law enforcement personnel. Whenever police powers are used by the KCSO in its contracted policing of the City, it is the County who bears all liability for its personnel and therefore retains the sole authority on the appropriate policies and procedures in its police work.

For all the foregoing reasons the County requests that the City of Burien focus on working with the County to find a solution to identify alternative housing for unhoused campers rather than potentially criminalize homelessness in Burien.

Sincerely,



David J. Hackett
General Counsel to King County Executive

Erin Overbey
General Counsel to King County Sheriff

cc: Leesa Manion

Exhibit C

CITY OF BURIEN, WASHINGTON

ORDINANCE NO. 827

AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON, AMENDING ORDINANCE 818 (AN ANTI-CAMPING OR ANTI-DWELLING ORDINANCE), PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 25, 2023, during a regular council meeting, the council adopted Ordinance 818, prohibiting camping or dwelling on Burien property;

WHEREAS, while the ordinance has not yet taken effect, discussions concerning implementation have revealed that a few adjustments would enhance Burien and its partners' ability to effectively refer individuals to shelter and, if necessary, enforce the ordinance; and

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

Section One. Section 9.85.150, entitled **Unlawful Public Camping**, of the Burien Municipal Code, is amended as follows.

A. A person is guilty of unlawful public camping if that person uses nonresidential public property, as defined in this section, as a temporary or permanent dwelling, lodging, residence, or living accommodation, at any time between ~~[10]~~7:00 p.m. and 6:00 a.m., except at places set aside, posted, or not explicitly prohibited ~~[and posted]~~ for such purposes by the Burien City Manager or designee, or by permit issued by the Burien City Manager or designee. Camping, dwelling, lodging, residing, or living on nonresidential public property shall not be permitted in Burien except during the times stated immediately above.

B. For this section, "nonresidential public property" means any street, sidewalk, Burien public park, or any other open area where Burien or another governmental agency has a property interest, including easements. "Nonresidential public property" does not include apartments, houses, or other fixed residential living quarters owned or leased by Burien.

C. Indicia of camping include but are not limited to bedding, cots, sleeping bags, tents or other temporary shelters, personal belongings storage, and cooking equipment use or storage.

D. Unlawful public camping is a misdemeanor.

E. A person is not guilty of unlawful public camping if there is no available overnight shelter when the person is on public property. "Available overnight shelter" means a public or private shelter with available overnight space, open to individuals experiencing homelessness at no charge. If the person cannot utilize an available overnight shelter due to voluntary actions

such as intoxication, drug use, unruly or assaultive behavior, or violation of shelter rules, the overnight shelter space shall still be considered available for this section.

F. The City Manager shall have the permit authority noted above in addition to the emergency authority provided under BMC Chapter 2.75 and any other applicable laws, orders, rules, or equivalents.

G. Given the sensitivity of this matter, the significance and impact of the unhoused, and the need to educate and inform the public, including the unhoused, this ordinance will take effect on November 1, 2023.

Section Two. Severability. Should a court of competent jurisdiction find any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining parts of this ordinance or its application to other persons or circumstances.

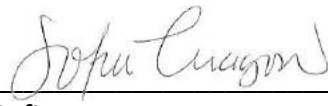
Section Three. Edits. For purposes of this ordinance, additions are underlined, and deletions are stricken with brackets around the deleted language.

Section Four. Corrections. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.


Section Five. Effective Date. This ordinance shall be published in Burien's official newspaper and take effect on November 1, 2023.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, AT A REGULAR BUSINESS MEETING THEREOF THIS 2th DAY OF OCTOBER 2023.


CITY OF BURIEN


Sofia Aragon, Mayor

ATTEST/AUTHENTICATED:


Heather Dumlao, City Clerk

Approved as to form:

A handwritten signature in blue ink, appearing to be 'G. Newsom', is written over a horizontal line.

Garmon Newsom II, City Attorney

Filed with the City Clerk: September 27, 2023

Passed by the City Council: October 16, 2023

Ordinance No.: 827

Date of Publication: October 20, 2023

Exhibit D

CITY OF BURIEN, WASHINGTON

ORDINANCE NO. 832

AN ORDINANCE OF THE CITY OF BURIEN, WASHINGTON, AMENDING AND CLARIFYING BMC 9.85.150, ENTITLED UNLAWFUL PUBLIC CAMPING, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, for many years the City of Burien has had unhoused individuals living, sleeping, and resting on Burien's public property if they did not obstruct pedestrian or vehicular traffic;

WHEREAS, in 2007, based on a need to control and protect some of Burien's park property, Burien enacted BMC 7.30.110, which prohibited camping "in any park area including any park parking lot, and BMC 7.30.120 that prohibited the unauthorized erection, maintenance, use, or occupancy of "a temporary tent or shelter in any park area" subject to some exceptions;

WHEREAS, in recent years, the number of unhoused persons in Burien has dramatically increased despite Burien being one of the more affordable communities in King County;

WHEREAS, the Burien community has vociferously asserted that the significant increase in unhoused individuals has resulted in an incredible increase in crime and public indecency, and has made the use of libraries, sidewalks, and other public places uninviting if not dangerous;

WHEREAS, according to law enforcement, their crime tracking data confirms a significant increase in crime in and near unhoused encampments;

WHEREAS, within the last six months, there has been a murder and allegations of sex trafficking, sexual assaults, drug use, thefts, and trespasses in or near unhoused encampments;

WHEREAS, Burien store employers and employees have advised the Burien City Council that some unhoused individuals enter their stores, take what they want, and exit without paying;

WHEREAS, Burien residents and businesses have sent many letters and emails, and regularly complained during council meetings that

1. They were not able to enter the Burien City Hall/King County Library building because of unhoused individuals and their tents, carts, and personal property;
2. They were unable to enter businesses as employers, employees, or patrons because of unhoused individuals blocking doorways and sidewalks;
3. They have watched unhoused individuals ingest what appeared to be controlled substances in tin foils;
4. They have watched unhoused individuals defecate and urinate in front of very young children and their parents;

5. They have seen young girls dropped off at an encampment and taken into tents;
6. They have had an unhoused individual blow unidentified smoke into their faces;
7. They have watched what appear to be hand-to-hand transactions that are believed to be drug sales;
8. They have watched what are believed to be drug dealers set up tents and make transactions with those who approach the tents; and
9. They have had unhoused individuals accost and threaten them or others and engage in behavior that would be unacceptable in other cities;

WHEREAS, even Burien municipal employees have called for law enforcement's assistance to enter the Burien City Hall safely as unhoused persons blocked doorways and steps;

WHEREAS, around the library/city hall, unhoused individuals have had open fires around the library, one of which resulted in a person sustaining burns that required hospitalization;

WHEREAS, during council meetings, Burien staff have watched an apparently unhoused person defecate immediately outside a council chamber window, smelled what is believed to be the odor of an illicit substance, had doorways blocked, and even had a council member forced to leave a meeting because of the strong smell of marijuana or some other substance;

WHEREAS, in response to the dramatic increase in unhoused individuals in Burien and, more specifically, crimes in and near unhoused encampments, the Burien community, including business owners and residents, has demanded that the Burien City Council and law enforcement address this significant increase in crime;

WHEREAS, in response to the preceding information, on September 25, 2023, Burien adopted an anticamping ordinance, Ordinance 818, prohibiting camping on Burien's nonresidential public property, and amended BMC 9.85.150 with Ordinance 827 on October 2, 2023;

WHEREAS, Burien's anticamping ordinance regulates conduct, not status;

WHEREAS, according to the United States Supreme Court, there is no fundamental right to housing, *Lindsey v. Normet*, 405 U.S. 56, 74 (1972), and no obligation to provide adequate housing. *Deshaney v. Winnebago County Dept of Social Services*, 489 U.S. 189, 259 (1989);

WHEREAS, the Ninth Circuit in *Martin v. Boise* professed that its holding was narrow and that it was not dictating that cities "must provide sufficient shelter for the homeless, or allow anyone who wishes to sit, lie, or sleep on the streets . . . at any time and at any place." *Martin v. Boise*, 902 F.3d 1031, 1048 (2018);

WHEREAS, for more than half a century the United States Supreme Court has recognized that a municipality has the right "to regulate the use of city streets and other facilities to assure the safety and convenience of the people in their use." *Cox v. Louisiana*, 379 U.S. 536, 554 (1965);

WHEREAS, Washington Constitution, Article XI, Section 11, states “Any county, city, town or township may make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws, known as “municipal police power;”

WHEREAS, the United States Supreme Court has stated the municipality’s “right to exercise this power is so manifest in the interest of the public health and welfare, that it is unnecessary to enter upon a discussion of it beyond saying that it is too firmly established to be successfully called in question.” While stated in the context of regulating dangerous drugs in *Robinson v. California*, the logic and extent of municipal police powers are, as described in that case wide, “and the wisdom of any particular choice within the allowable spectrum is not for us to decide.” *Robinson v. California*, 370 U.S. 660 (1962);

WHEREAS, even the Ninth Circuit, in its *Johnson v. Grants Pass* decision, now before the United States Supreme Court as *Grants Pass v. Johnson*, warned that its holding in “*Martin* is not to be interpreted to hold that the anti-camping ordinances were properly enjoined in their entirety ... nor does it prohibit the City from attempting other solutions to the homelessness issue.” *Johnson v. Grant’s Pass*, 72 F.4th 868, 895 (2023);

WHEREAS, the United States Supreme Court, after surmising “If the Government has a legitimate interest in ensuring that the National Parks are adequately protected, which we think it has, and if the parks would be more exposed to harm without the sleeping prohibition than with it, the ban is safe from invalidation...” added that it has “difficulty, therefore, in understanding why the prohibition against camping, with its ban on sleeping overnight, is not a reasonable time, place, or manner regulation that withstands constitutional scrutiny.” *Clark v. Community for Creative Non-Violence*, 468 U.S. 288, 297 (1984);

WHEREAS, Burien’s efforts in reviewing and considering the existing laws are intended to guide its approach and ensure that Burien complies with those laws as it balances the broader community’s interests and the interests of the unhoused;

WHEREAS, since there continue to be misunderstandings or misinterpretations of BMC 9.85.150, Burien makes the following amendments to BMC 9.85.150 to clarify and enhance its efforts to protect Burien residents, businesses, and property and to assist and provide clear guidance for the unhoused; and

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

Section One. Section 9.85.150, entitled **Unlawful Public Camping**, of the Burien Municipal Code, is repealed and replaced as follows.

(1) Prohibition and Evening-Night Exception:

a. Prohibition. It shall be unlawful to use nonresidential public property as a living

space in Burien at all hours.

- b. Exception. The prohibition shall not apply if there is no available overnight shelter, as defined in subsection (2)d, and only if a person is camping in a non-prohibited location. This exception permitting the use of nonresidential public property as a living space only applies between 7:00 p.m. and 6:00 a.m. the following morning. This exception is not a defense to other law violations.

(2) Definitions:

- a. “Nonresidential public property as a living space” means to camp, dwell, lodge, reside, sleep, or exercise nontransitory exclusive control over any portion of nonresidential public property.
- b. “Nonresidential public property” means any Burien park, street, sidewalk, or any other open area where Burien or another governmental agency has a property interest, including easements. “Nonresidential public property” does not include apartments, houses, other fixed residential living quarters owned or leased by Burien or King County, or locations explicitly excluded from this definition by the City Manager or City Council.
- c. Indicia of camping include but are not limited to, bedding, cots, sleeping bags, tents or other temporary shelters, personal belongings storage, and cooking equipment use or storage.
- d. “Available overnight shelter” means:
- a. Overnight public or private shelter or space to accommodate a person,
 - b. Available or open, and
 - c. At no charge or expense to that person.

- (3) After considering the public health, safety, environmental impacts, and the availability of space for the unhoused and related concerns, the City Manager may prohibit the use of one or more locations or areas of Burien as nonresidential public property as a living space. This authority is in addition to the emergency authority provided under BMC Chapter 2.75 and any other applicable laws, orders, rules, or guidance.

- (4) This ordinance does not restrict or limit Burien’s ability to enforce its police, health, safety, and environmental laws under Washington State Constitution Article XI, Section 11, or any other applicable law, order, rules, or guidance.

- (5) Unlawful public camping is a misdemeanor and may be subject to a criminal deferral.

Section Two. Severability. Should a court of competent jurisdiction find any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption

shall not affect the validity of the remaining parts of this ordinance or its application to other persons or circumstances.

Section Three. Edits. For this ordinance, additions are underlined, and deletions are stricken with brackets around the deleted language.

Section Four. Corrections. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Section Five. Effective Date. Emergency Ordinance. This ordinance was adopted by at least a majority plus one of the entire council to protect the public health, safety, and peace of the community and shall take effect immediately upon adoption to improve the understanding of this ordinance and when and how enforcement may be required.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, AT A REGULAR BUSINESS MEETING THEREOF THIS 4th DAY OF MARCH 2024.

CITY OF BURIEN


Kevin Schilling, Mayor

ATTEST/AUTHENTICATED:



Heather Dumlao, City Clerk

Approved as to form:



Garmon Newsom II, City Attorney

Filed with the City Clerk: February 27, 2024

Passed by the City Council: March 4, 2024

Ordinance No.: 832

Date of Publication: March 8, 2024

Exhibit E

Prohibited Camping Areas

500 ft Buffer

