

MOTION NO. 1371

A MOTION authorizing the King County Executive to enter into a contract with the City of North Bend for police services.

WHEREAS, the City of North Bend desires to contract with King County for the County to provide police services, and

WHEREAS, the King County Department of Public Safety has presented the King County Council with a copy of the proposed contract with the City of North Bend,

NOW THEREFORE, BE IT MOVED by the Council of King County:

The King County Executive is hereby authorized to sign a contract with the City of North Bend for the provision of police services. Such contract is attached hereto and by this reference is incorporated as part of this motion.

PASSED this 21st day of December, 19 73.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

John T. O'Brien
Chairman

ATTEST:

Dorothy M. Owens
Clerk of the Council

MEMORANDUM OF AGREEMENT

1 This is a Memorandum of an Agreement between King County, a
2 charter county government under the laws of the State of Washington,
3 hereinafter referred to as "the County", and the City
4 of North Bend, a corporation formed under the laws of
5 the State of Washington for municipal purposes, hereinafter referred to
6 as "the City". This agreement is intended to be effective on the 1st
7 of January, 19 74, until the end of the calendar year in which
8 executed. It shall thereafter renew on the first day of each subsequent
9 calendar year, subject to the following terms and provisions except that
10 the monthly payment to the County shall be subject to renegotiation and
11 subject to the approval of the County Council and Executive. It may be
12 terminated at any time 60 days after written notice is received by one
13 party prior to said renewal, given by the other. It is intended to
14 express the entire agreement of the parties, and may not be altered or
15 modified in any way unless such modification is reduced to writing,
16 signed by both parties, and affixed to this original agreement. Any
17 termination of this agreement shall not terminate any duty of either
18 party matured prior to such termination.

19 The City has geographical boundaries entirely contained within
20 those of the County, and said City has power, authority and responsibil-
21 ity to provide police protection for its citizens within its boundaries.
22 The County has established and maintains a Department of Public Safety
23 which routinely provides law enforcement services to the citizens of
24 unincorporated King County. The County is capable of extending law
25 enforcement service into the geographical area under the jurisdiction of
26 the City. The City is desirous of obtaining law enforcement service
27 from the County to fulfill its obligation to its citizens. Both parties
28 recognize that agreements such as are herein set forth are specifically
29 authorized under the Interlocal Cooperation Act, more fully set forth
30 in Chapter 39.34 of the Revised Code of Washington.

For the purposes of this agreement, the following phrases shall have the meanings indicated:

"Law enforcement service" means routine police patrol within the geographical boundaries of the City, to provide enforcement of State law and City ordinances as well as a deterrent and preventative effect against criminal activity. Also included therein is the full range of detention and correction services provided by the County for its own prisoners.

"Special law enforcement service" means those unusual and additional services involving the investigation of major crimes, including but not limited to investigation by personnel assigned to the Criminal Investigation Bureau of the County Department of Public Safety, and laboratory, photographic and other scientific resources organic to that Department.

In consideration for the promises of the County hereinafter set forth, the City promises to:

1. Pay to the County at the beginning of each month during which this agreement is effective the amount of six thousand nine hundred and sixteen dollars and sixty-six cents (6916.56).

2. Confer hereby municipal police authority on such County officers as might be engaged hereunder in enforcing City ordinances within City boundaries, for the purposes of carrying out this agreement;

3. To the extent reasonably possible with all due consideration for local circumstances, bring local ordinances into conformity with County ordinances or State law, the better to provide uniformity of regulation and enforcement throughout the County.

4. To lease to the County on the effective date of the basic agreement the 1,500 square feet, more or less, currently used as a police station facility for the City, including all utilities, maintenance and janitorial service for the premises, and such furnishings and office equipment as are reasonably necessary for the County to fulfill its obligations. The City agrees to maintain liability and fire insurance on said premises during the period of County occupancy, and maintain the County as an additional named insured on such