

MOTION NO. 4686

A MOTION authorizing the King County Executive to execute a memorandum of agreement between King County and the City of Duvall for the provision of law enforcement services.

WHEREAS, the City of Duvall has requested to contract with King County for the purpose of securing law enforcement service within its boundaries, and has appropriated \$19,000 for 1980 law enforcement services, and

WHEREAS, the county is capable of extending law enforcement service into the geographical area under the city's jurisdiction, and

WHEREAS, pursuant to RCW 39.34.080, one or more public agencies may contract to perform governmental services, provided that the contract is authorized by the governing body of each party to the contract,

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

The King County Executive is hereby authorized to execute the memorandum of agreement in substantially the same form as attached for the purpose of providing law enforcement services during 1980 to the City of Duvall for the amount of \$19,000.

Be it further moved: The Department of Budget and Program Development is requested to review the method utilized by the Department of Public Safety to assign a value to the level of service provided, as well as alternative methods. The department

79 DEC 24 P 2: 53  
KING COUNTY

1 shall transmit a report to the Council prior to the submittal of  
2 1981 law enforcement contracts for Council authorization. One  
3 element of the report shall consider basing the amount to be  
4 reimbursed to King County on assessed valuation within the  
5 jurisdiction.

6 PASSED this 2nd day of January, 1980.

8 KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

9 Ruby Chow  
10 Chairman

11 ATTEST:

12  
13 Dorothy M. Carson  
14 Deputy Clerk of the Council

15  
16 ~~Approved this 11th day of January, 1980~~  
17 [Signature]  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33

## MEMORANDUM OF AGREEMENT

1 This is a Memorandum of an Agreement between King County, a  
2 charter county government under the Constitution and laws of the  
3 State of Washington, hereinafter referred to as "the County", and  
4 the City of Duvall, a corporation under the Laws of the State of  
5 Washington formed for municipal purposes, hereinafter referred to  
6 as "the City". This agreement is intended to be effective on the  
7 1st of January, 1980, for a period of one year from that date,  
8 regardless of date of execution. It is intended to and does  
9 supercede any prior contract between the parties relating to the  
10 same subject matter. It may be terminated only after sixty days  
11 written notice received by one party, given by the other. It is  
12 intended to express the entire agreement of the parties, and may  
13 not be altered or modified in any way unless such modification is  
14 reduced to writing, signed by both parties, and affixed to this  
15 original agreement. Any termination of this agreement shall not  
16 terminate any duty of either party matured prior to such  
17 termination.

18 The City has geographical boundaries entirely contained  
19 within those of the County, and said City has power, authority  
20 and responsibility to provide police protection for its citizens  
21 within its boundaries. The County has established and maintains  
22 a Department of Public Safety which routinely provides law  
23 enforcement services to the citizens of unincorporated King County.  
24 The County is capable of extending law enforcement service into  
25 the geographical area under the jurisdiction of the City. The  
26 City is desirous of obtaining law enforcement service from the  
27 County to fulfill its obligation to its citizens, pursuant to  
28 RCW 39.34.010 and 39.34.080.

29 For the purposes of this agreement, the following phrases  
30 shall have the meanings indicated:  
31  
32  
33

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

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

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

15 1. Pay to the County at the beginning of each month during  
16 which this agreement is effective the amount of One Thousand,  
17 Five Hundred Eighty-three Dollars, and Thirty-three Cents  
18 (\$1,583.33).

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

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

28 4. Supply at its own cost and expense any special supplies,  
29 stationery, notices, forms, and the like where such must be  
30 issued in the name of the City.

31 In consideration of the promises of the City hereinbefore  
32 set forth and payment of the sum specified above, the County  
33 promises to:

1           1. Provide law enforcement service within the geographical  
2 boundaries of the City, rendering such service of the same level,  
3 degree and type as customarily rendered by the County in its  
4 rendition of law enforcement service in unincorporated King  
5 County.

6           2. Provide special law enforcement service at all times  
7 upon request and proper notice;

8           3. Refund a prorata share of any sums paid by the City in  
9 the event of termination of this agreement;

10          4. Provide the City at the end of each month with a report  
11 of hours spent in law enforcement service and special law  
12 enforcement service by major categories of activities;

13          5. Furnish all personnel and any and all other things  
14 necessary to accomplish the levels of law enforcement service  
15 hereinbefore described.

16          Both parties understand and agree that the County is acting  
17 hereunder as an independent contractor, with the intended  
18 following results:

19           1. Control of personnel, standards of performance,  
20 discipline, and all other aspects of performance shall be  
21 governed entirely by the County;

22           2. All persons rendering service hereunder shall be for all  
23 purposes employees of the County, although they may from time to  
24 time act as commissioned officers of the City;

25           3. All liabilities for salaries, wages, any other  
26 compensation, injury, sickness, or liability to the public for  
27 intentional or negligent acts arising from performance of the law  
28 enforcement services hereunder shall be that of the County. To  
29 such purpose, the County shall save the City harmless from any  
30 liability arising from performance of services hereunder.

31          It is further understood that when and if both parties  
32 hereto concur as to the necessity of maintaining a law  
33 enforcement headquarters within said City which would not

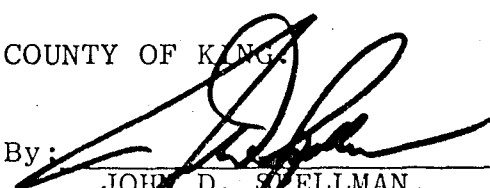
1 normally be provided by the County, the City shall furnish at its  
2 own cost and expense all necessary office space, furniture and  
3 furnishings, office supplies, janitor service, telephone, light,  
4 water and other utilities. Further, if such local office is  
5 maintained in the City, such quarters may be used by the County  
6 in connection with the performance of its duties in territory  
7 outside of the City and adjacent thereto, provided, however, that  
8 the performance of such outside duties shall not be at any  
9 additional cost to the City.

10 The County hereby certifies that it is an equal opportunity  
11 employer and has developed and implemented an Affirmative Action  
12 Program in accordance with the guidelines contained in Revised  
13 Order 4 of the United States Department of Labor. Both parties  
14 agree that they will not discriminate against any employee or  
15 applicant for employment because of race, color, religion, sex,  
16 or national origin. Both parties agree that they will take  
17 affirmative action to ensure that applicants are employed, and  
18 that employees are treated during employment, without regard to  
19 their race, color, religion, sex, or national origin. Such  
20 action shall include, but not be limited to, the following:  
21 Employment, upgrading, demotion, or transfer, recruitment or  
22 recruitment advertising, layoff or termination, rates of pay or  
23 other forms of compensation, or selection for training,  
24 including apprenticeship.

1 As evidence of both parties, through their authorized  
 2 agents, having read and understood the above and foregoing, and  
 3 their intent to be bound thereby, the authorized agents of the  
 4 City and the County signed below this \_\_\_\_\_ day of  
 5 \_\_\_\_\_, 19\_\_.

COUNTY OF KING.

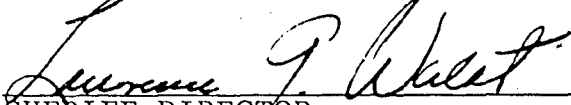
7 CITY OF DUVALL  
 (Name of Corporation)

By:   
 JOHN D. SPELLMAN,  
 COUNTY EXECUTIVE

9 By: \_\_\_\_\_

RECOMMENDATION FOR SIGNATURE:

10 Name: \_\_\_\_\_

  
 SHERIFF-DIRECTOR  
 DEPARTMENT OF PUBLIC SAFETY

12 Title: \_\_\_\_\_

13 ATTEST:

APPROVED FOR FORM:

15 \_\_\_\_\_

  
 DEPUTY PROSECUTOR