

December 10, 1986

INTRODUCED BY BILL REAMS
PAUL DARDEN

PROPOSED NO. 86-756

MOTION NO. 6731

A MOTION authorizing the continuation of law enforcement contracts between King County and other cities within its jurisdiction, and authorizing the County Executive to execute such contracts.

WHEREAS, King County has traditionally been willing to assist cities within its jurisdiction when called upon to do so, and

WHEREAS, King County has for years past contracted with certain cities within its jurisdiction for full police service, and

WHEREAS, King County is desirous of continuing such traditional rendition of service under the Interlocal Cooperation Act, RCW Chapter 39.34;

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

The full police service contracts attached hereto and made part of this motion with the cities of North Bend and Beaux Arts Village are hereby approved for the calendar year 1987.

PASSED this 9th day of February, 1987.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Gary Grant
Chairman

ATTEST:

Janet M. Owens
Clerk of the Council

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MEMORANDUM OF AGREEMENT

This is a Memorandum of an Agreement between King County, a charter county government under the constitution and laws of the State of Washington, hereinafter referred to as "the County," and the City of North Bend, a corporation under the Laws of the State of Washington formed for municipal purposes, hereinafter referred to as "the City." This agreement is intended to be effective on the 1st day of January, 1987, for a period of one year from that date, regardless of date of execution, and to renew automatically from year to year. It is intended to and does supersede any prior contract between the parties relating to the same subject matter. It may be terminated only after 180 days written notice received by one party, given by the other. It is intended to express the entire agreement of the parties, and may not be altered or modified in any way unless such modification is reduced to writing, signed by both parties, and affixed to this original agreement. Any termination of this agreement shall not terminate any duty of either party matured prior to such termination.

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

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

"Law enforcement service" means routine police patrol within

1 the agreed-upon geographical sectors including the City, to
2 provide enforcement of State law and City ordinances as well as a
3 deterrent and preventive effect against criminal activity.
4 Detention and correction services may be provided under separate
5 contract with the King County Department of Rehabilitative
6 Services. The City may also contract with the City of Issaquah for
7 those detention and corrections services in which case the
8 Department of Public Safety will cooperate by making bookings at
9 that facility.

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

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

18 1. Pay to the County an annual sum of \$236,645.48, with
19 credit for one-half a clerical position of \$12,641.00 and rent for
20 the premises described in Exhibit A of \$21,901.92, in equal
21 monthly installments of \$16,841.88, for a total due of
22 \$202,102.56.

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

27 3. To the extent reasonably possible with all due consider-
28 ation for local circumstances, bring local ordinances into
29 conformity with County ordinances or State law, the better to
30 provide uniformity of regulation and enforcement throughout the
31 County;

32 4. And does hereby lease to the County the 1,772 square feet,
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1 more or less, currently used as a police station facility for the
2 City, and supply maintenance and janitorial service for the
3 premises, more fully described in the attached Exhibit A,
4 incorporated by this reference;

5 5. Furnish office equipment as is reasonably necessary for
6 the County to fulfill its obligations, more fully described in the
7 attached Exhibit B, incorporated by this reference;

8 6. Maintain liability and fire insurance on said premises and
9 equipment during the period of County occupancy, and maintain the
10 County as an additional named insured on such insurance.

11 In consideration of the promises of the City hereinbefore set
12 forth and payment of the sum specified above, the County promises
13 to:

14 1. Provide law enforcement service within the City, as a
15 separate patrol district staffed 18 (eighteen) hours per day,
16 rendering such service of the same level, degree and type as is
17 customarily provided by the County in its rendition of law
18 enforcement service in unincorporated King County;

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

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

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

26 5. Furnish all personnel and any and all other things
27 necessary to accomplish the levels of law enforcement service
28 hereinbefore described;

29 6. Allow for each month of its tenancy a credit of \$1,772.00
30 towards the City's monthly payments for law enforcement service
31 under this basic agreement, as rental for such premises and
32 equipment as described in Exhibits A and B.

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1 7. Upon receipt of proper billing therefore, pay 100% of
2 annual supplies and utility costs up to \$4,000.00, and 50% of
3 costs above \$4,000.00 for the contract period.

4 Both parties understand and agree that the County is acting
5 hereunder as an independent contractor, with the intended
6 following results:

7 1. Control of personnel, standards of performance, disci-
8 pline, and all other aspects of performance shall be governed
9 entirely by the County;

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

13 3. All liabilities for salaries, wages, any other compen-
14 sation, injury, sickness, or liability to the public for
15 intentional or negligent acts arising from performance of the law
16 enforcement services hereunder shall be that of the County. To
17 such purpose, the County shall save the City harmless, and
18 indemnify and defend it against any liability arising from
19 performance of services hereunder.

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

Both parties understand that no significant impact on the environment will result from services rendered hereunder.

As evidence of both parties, through their authorized agents, having read and understood the above and foregoing, and their intent to be bound hereby, the authorized agents of the City and the County sign below this date of _____.

CITY OF NORTH BEND:

COUNTY OF KING:

By: _____
Mayor

By: _____
County Executive

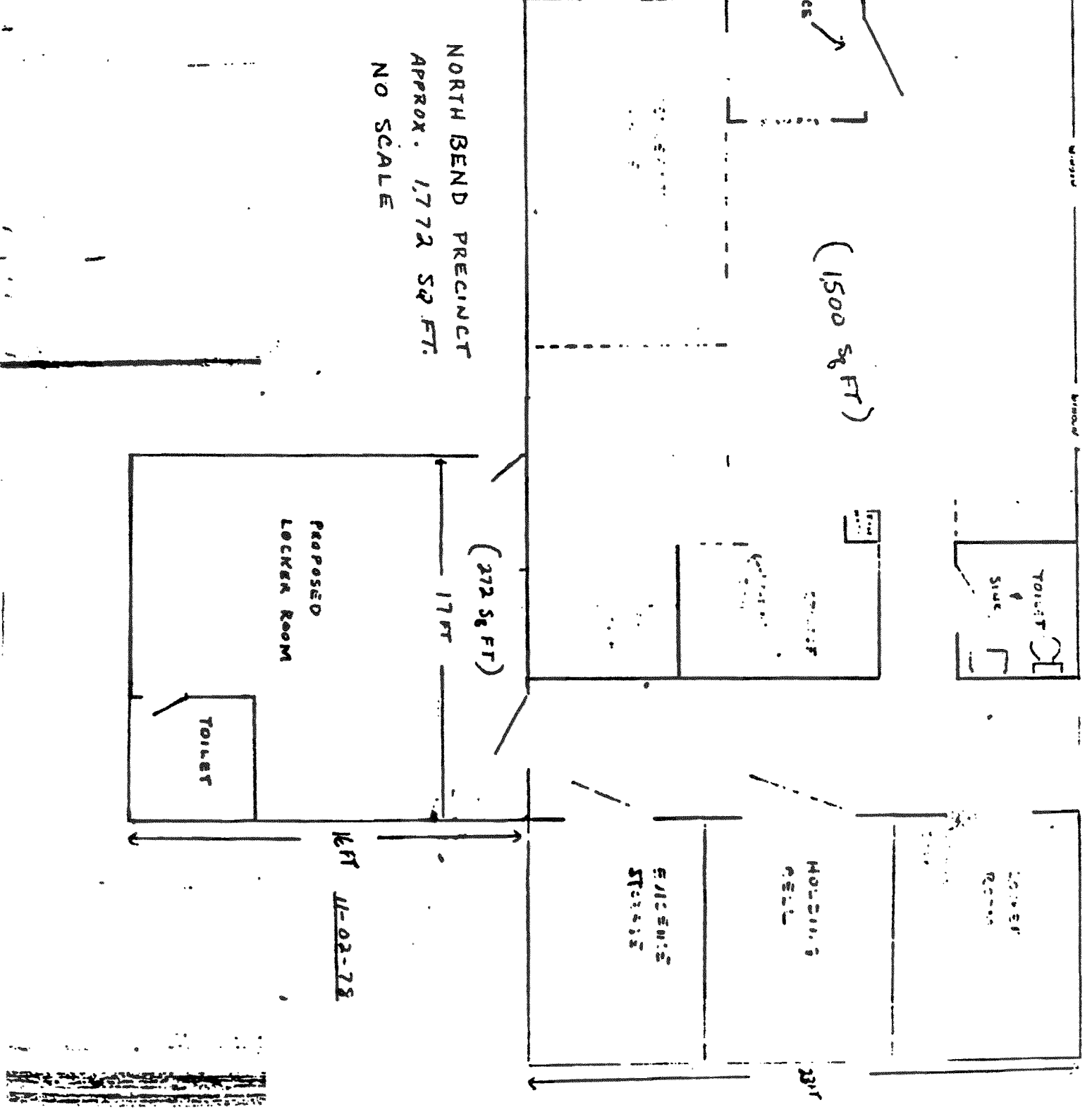
ATTEST:

RECOMMENDATION FOR SIGNATURE:

Sheriff-Director
Department of Public Safety

Approved for Form:

Deputy Prosecuting Attorney



NORTH BEND P.D. EQUIPMENT INVENTORY

12/31/

Qty.	Description	Serial No.	KC		Location
			Tag		
1	Desk, dbl. Ped. 5 drwr		1		Chief's Office
1	Chair, Swivel arm		2		" "
1	File Cabinet, 4 drwr legal		3		" "
1	Chair, Straight back		4		" "
1	Chair, arm		5		" "
1	Chair, plastic		6		" "
1	Bookcase, 4 shelf 3'x3'		7		" "
1	Letter basket		8		" "
1	Space heater		9		" "
3	File Cabinets, 4 drwr legal.		10, 11		" "
1	File Cabinet, 6 drwr		12		Main Office
1	Counter, Wood 6"		13		" "
1	Desk, Steel Secty R.H.		14		" "
1	Olympia Typewriter, Elect.	27-71796	15		" "
2	Steel Tables		16		" "
1	Letter Basket, 3 drwr		17, 18		" "
1	Fluorescent Desk Lamp		19		" "
1	Chair, Secretary Posture		20		" "
1	Chair, Arm, Swivel		21		" "
1	Card File, Metal 2 drwr 5x8		22		" "
1	Chair, Plastic		23		" "
1	Metal Visi-File 24 Leaf		24		" "
1	Radio Monitor, Realistic	712737	25		" "
1	Motorola base station	TLN6017A-6	26		" "
1	Panasonic Recorder	EE233941	27		" "
1	Hitachi Recorder	86260269H	28		Chief's Office
1	Desk, Steel, dbl. ped. 5 drwr		29		" "
1	Chair, Steel, Secty. Posture		30		Warrant Office
1	Fluorescent Desk Lamp		31		" "
1	Typewriter Stand, Steel		32		" "
2	4 drawer File Cabinets, Legal		33		" "
1	Desk, dbl. ped. wood		34,		" "
1	Typewriter, Facit	T2-179951	35		" "
1	Typewriter, Royal	16-8499006	36		" "
1	Letter Basket		37		" "
			38		" "
			39		" "

NORTH HEND P.D. EQUIPMENT INVENTORY

12/31/77

	Description	Serial No.	KC Tar	Location
1	Wood Pidgeonhole Cabinet		40	Warrant Office
3	Dual Metal 3x5 Card Files		41,42 43	" "
1	Small Comb. Safe		44	" "
1	File Cabinet, 4 drawer Legal		45	Rear Hallway
2	Clothing Lockers		46,47	" "
1	Coffee Maker		48	Coffee Locker
1	Wood Table		49	Misc. Room
2	Swivel arm chairs		50,51	" "
1	Chair, Plastic		52	" "
1	File Cabinet, 4 drawer Steel Letter		53	Squad Room
1	Chair, arm, steel swivel		54	" "
1	Desk, Steel, Roll Pad.		55	" "
4	Clothing Lockers (One double)		56,57 & 58	" "
1	Chair, arm straight back		59	" "
2	Wood Pidgeonhole boxes		60 & 61	" "
1	Plastic waste bin		62	" "
1	Metal Letter Tray		63	" "
1	Letter Tray 2 bins metal		64	Main Office
1	Letter Tray, Metal Single		65	" "
1	Electric 24 hour Clock		66	" "
1	Kustom Signals Radar		67	Warrant Office
1	Porta-Test Unit <i>Dr. F. Smith</i>	1905 2093	68	" "
1	Fingerprint Board		69	" "
1	Black Light		70	" "
1	Motorola Portable	C00934	71	Misc. Room
1	Motorola Charger	A92443	72	" "
1	Motorac 2-way	H-13497	73	" "
1	Transceiver GE	AQ0049	74	" "
1	Exercise Set		75	Squad Room
1	Porta-lite		76	Warrant Room
1	Kodak Signet 40 Camera, Serial #063280			Chief's Office
1	Polaroid Camera Kit, comp. w/flash charge Model 360			" "