

April 5, 1989

INTRODUCED BY UTEB NICKELS

PROPOSED NO. 89 - 293

MOTION NO. 7504

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A MOTION relating to interjurisdictional cooperation between King County and Tukwila concerning interim public safety services in Tukwila's annexations of Riverton, Foster and Thorndyke.

WHEREAS, the residents of the areas known as Riverton, Foster, and Thorndyke have voted to annex to the City of Tukwila, and

WHEREAS, the Tukwila City Council has established an effective date of April 15, 1989 for the annexations through Ordinances No 1508, No. 1509 and No. 1510, respectively, and

WHEREAS, King County and Tukwila desire an orderly transition of public services, and


WHEREAS, King County and Tukwila are authorized, pursuant to RCW 39.34 to enter into agreements for cooperative action;

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

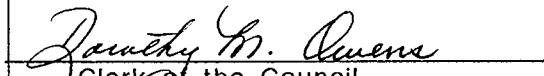
The King County executive is hereby authorized to execute an agreement with Tukwila for interim public safety services substantially in the form as attached.

PASSED this 14th day of april, 1989.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chairman

ATTEST:


Clerk of the Council

S:MOTUK1

INTERLOCAL COOPERATION ACT AGREEMENT

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3 This is an Interlocal Cooperation Act Agreement authorized under Chapter
4 39.34 of the Revised Code of Washington (RCW) between King County, a charter
5 county government under the constitution and laws of the State of Washington,
6 hereinafter referred to as "the County," and the City of Tukwila, a
7 corporation under the Laws of the State of Washington formed for municipal
8 purposes, hereinafter referred to as "the City." This agreement is intended
9 to be effective on the 15th day of April, 1989 for a period of forty-five days
10 from that date, regardless of date of execution, and to be renewable
11 thereafter by mutual written agreement of the parties. It is intended to and
12 does supersede any prior contract between the parties relating to the same
13 subject matter. It is intended to express the entire agreement of the
14 parties, and may not be altered or modified in any way unless such
15 modification is reduced to writing, signed by both parties, and affixed to
16 this original agreement.

17 The City has geographical boundaries entirely contained within those of
18 the County, and said City has power, authority and responsibility to provide
19 police protection for its citizens within its boundaries. The City has
20 annexed areas of unincorporated King County effective 15 April 1989, referred
21 to as the Riverton, Foster and Thorndyke Annexations on Exhibit A, a copy of
22 which is attached and incorporated by this reference, and is hereinafter
23 referred to as "the Service Area." The County has established and maintains a
24 Department of Public Safety which routinely provides law enforcement services
25 to the citizens of unincorporated King County. The County is capable of
26 continuing law enforcement service in the Service Area after the date upon
27 which the Service Area comes under the jurisdiction of the City. The City is
28 desirous of continuing law enforcement service from the County to fulfill its
29 obligation within the Service Area for the contract period, pursuant to RCW
30 39.34.010 and 39.34.080.

31 For the purpose of this agreement, "law enforcement service" means police
32 patrol within the agreed-upon geographical sectors of the City, including
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1 special operations and proactive patrol as necessary to provide enforcement of
2 State law as well as a deterrent and preventive effect against criminal
3 activity. Such service expressly encompasses those unusual and additional
4 services involving the investigation of major crimes, including but not
5 limited to investigation by personnel assigned to the Criminal Investigation
6 Division of the County Department of Public Safety, and photographic and other
7 scientific resources organic to that Department. It does not include
8 detention and correction services.

9 In consideration for the services of the County hereinafter set forth, the
10 City promises to pay to the County within 30 days after invoice by the County
11 the sum of \$46.22 an hour for the forty-five day contract period, for a total
12 due of \$97,225 (Ninety-seventy thousand two-hundred twenty-five dollars).

13 In consideration for the payment by the City of the sum specified above,
14 the County promises to:

- 15 1. Form a Tukwila Patrol District;
- 16 2. Provide law enforcement service within the Service Area 24
17 (twenty-four) hours per day, rendering such service of the same level, degree
18 and type as is customarily provided by the County in its rendition of law
19 enforcement service in unincorporated King County;
- 20 3. Notify the City in the event of a significant criminal occurrence
21 within the Service Area;
- 22 4. Provide the City at the end of each month with a report of hours spent
23 in law enforcement service and special law enforcement service by major
24 categories of activities;
- 25 5. Furnish all personnel and such resources and material deemed by the
26 County as necessary to provide the level of law enforcement service
27 hereinbefore described.

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

- 30 1. Control of personnel, standards of performance, discipline, and all
31 other aspects of performance shall be governed entirely by the County;

1 2. All persons rendering service hereunder shall be for all purposes
2 employees of the County;

3 3. All liabilities for salaries, wages, any other compensation, injury,
4 sickness, or liability to the public for intentional or negligent acts arising
5 from performance of the law enforcement services by the County hereunder shall
6 be that of the County. To such purpose, the County will protect, defend,
7 indemnify, and save harmless Tukwila, its officers, employees, and agents from
8 any and all costs, claims, judgments, or awards or damages, arising out of or
9 in any way resulting from the negligent acts or omissions of the County, its
10 officers, employees or agents.

11 4. Tukwila will protect, defend, indemnify, and save harmless the County,
12 its officers, employees, and agents from any and all costs, claims, judgments,
13 or awards of damages, arising out of or in any way resulting from the
14 negligent acts or omissions of Tukwila, its officers, employees, or agents.

15 5. In the event that, within the 12 months following execution of this
16 Agreement, the County enters into any agreements or amendments to agreements
17 with the future cities of Seatac and Federal Way for provision of the services
18 covered under this Agreement, the City of Tukwila shall have the right to
19 renegotiate this Agreement in order to obtain terms substantially comparable
20 to the terms of such other agreements.

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

25 CITY OF TUKWILA

COUNTY OF KING

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28 By: _____
Mayor

By: _____
County Executive

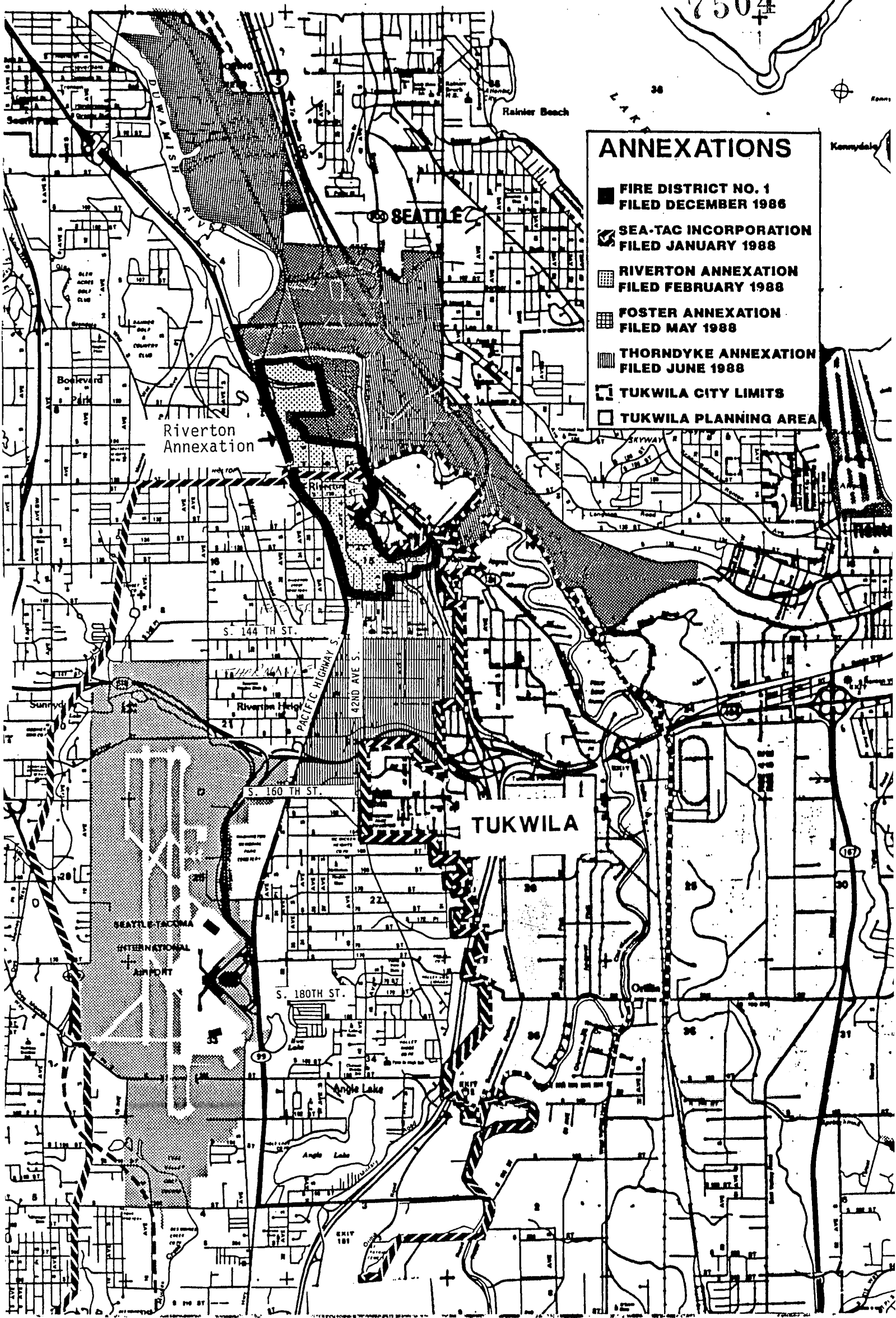
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30 Approved for Form:

Approved for Form:

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32 _____
Tukwila City Attorney

Deputy Prosecuting Attorney









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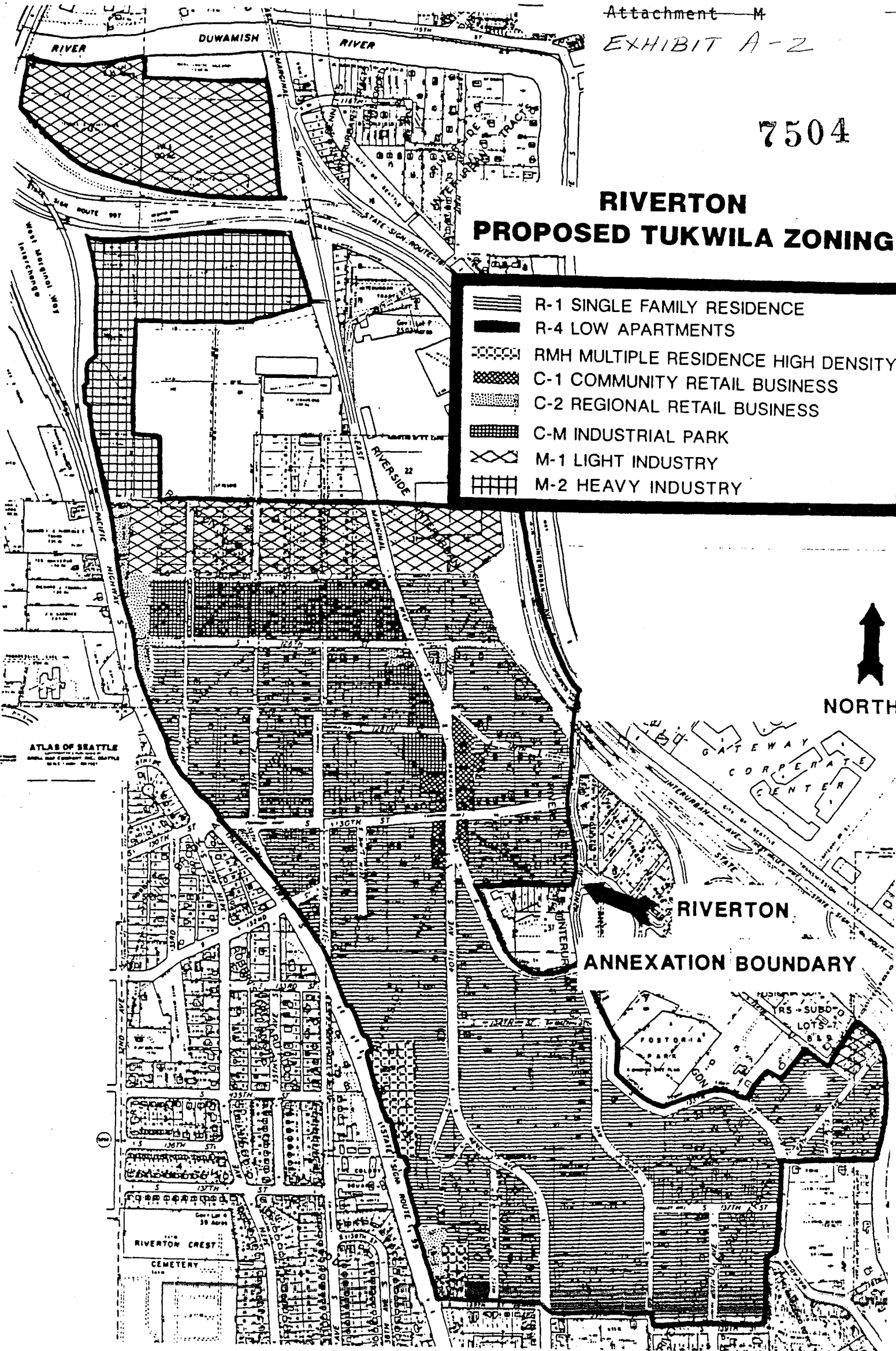


- ANNEXATIONS**
- FIRE DISTRICT NO. 1
FILED DECEMBER 1986
 - ▣ SEA-TAC INCORPORATION
FILED JANUARY 1988
 - ▤ RIVERTON ANNEXATION
FILED FEBRUARY 1988
 - ▥ FOSTER ANNEXATION
FILED MAY 1988
 - ▧ THORNDYKE ANNEXATION
FILED JUNE 1988
 - ▨ TUKWILA CITY LIMITS
 - TUKWILA PLANNING AREA

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RIVERTON PROPOSED TUKWILA ZONING

-  R-1 SINGLE FAMILY RESIDENCE
-  R-4 LOW APARTMENTS
-  RMH MULTIPLE RESIDENCE HIGH DENSITY
-  C-1 COMMUNITY RETAIL BUSINESS
-  C-2 REGIONAL RETAIL BUSINESS
-  C-M INDUSTRIAL PARK
-  M-1 LIGHT INDUSTRY
-  M-2 HEAVY INDUSTRY



LARGER SCALE MAP AVAILABLE FOR REVIEW IN PLANNING DEPARTMENT

FOSTER ANNEXATION TUKWILA PROPOSED ZONING

-  R-1 SINGLE FAMILY RESIDENTIAL
-  R-2 TWO-FAMILY RESIDENTIAL
-  R-3 THREE AND FOUR FAMILY DWELLINGS
-  R-4 DISTRICT-LOW APARTMENTS
-  C-1 COMMUNITY RETAIL BUSINESS
-  C-2 REGIONAL RETAIL BUSINESS
-  P-O PROFESSIONAL/OFFICE BUSINESS
-  RMH MULTIPLE-RESIDENCE HIGH DENSITY

NORTH

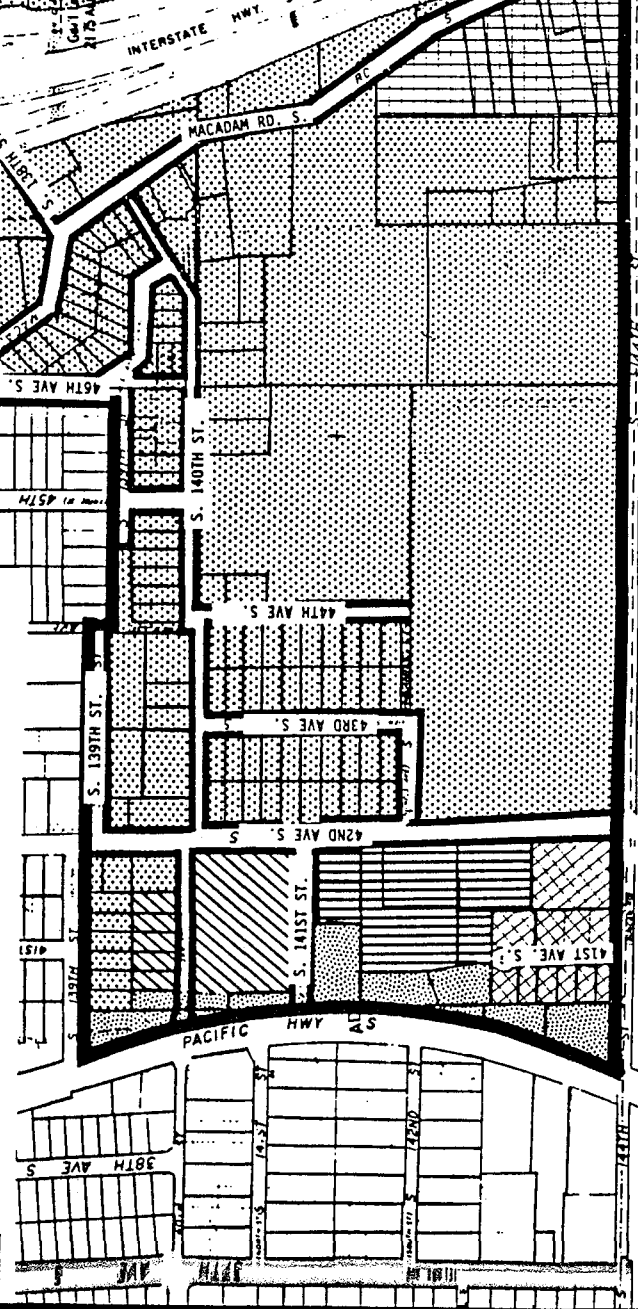


EXHIBIT A-4

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