

February 8, 1990

INTRODUCED BY KENT PULLEN

PROPOSED NO. 90-195

MOTION NO. 8083

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 with the city of North Bend and town of Beaux Arts Village.

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 King County executive is hereby authorized to execute interlocal agreements with the city of North Bend and the town of Beaux Arts Village, substantially in the form attached, to provide police service for the calendar year 1990.

PASSED this 22nd day of October, 1990.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chairman

ATTEST:

Gus G. Peterson
Clerk of the Council

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INTERLOCAL AGREEMENT

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3 This is an Interlocal Agreement between King County, a charter
4 county government under the constitution and laws of the State of
5 Washington, hereinafter referred to as "the County," and the Town
6 of Beaux Arts Village, a corporation under the Laws of the State
7 of Washington formed for municipal purposes, hereinafter referred
8 to as "the Town." This agreement is intended to be effective on
9 the 1st day of January, 1990, for a period of one year from that
10 date, regardless of date of execution. It is intended to and does
11 supercede any prior contract between the parties relating to the
12 same subject matter. It may be terminated only after sixty days
13 written notice received by one party, given by the other. It is
14 intended to express the entire agreement of the parties, and may
15 not be altered or modified in any way unless such modification is
16 reduced to writing, signed by both parties, and affixed to this
17 original agreement. Any termination of this agreement shall not
18 terminate any duty of either party matured prior to such
19 termination.

20 The Town has geographical boundaries entirely contained
21 within those of the County, and said Town has power, authority and
22 responsibility to provide police protection for its citizens
23 within its boundaries. The County has established and maintains a
24 Department of Public Safety which routinely provides law
25 enforcement services to the citizens of unincorporated King
26 County. The County is capable of extending law enforcement service
27 into the geographical area under the jurisdiction of the Town. The
28 Town is desirous of obtaining law enforcement service from the
29 County to fulfill its obligation to its citizens, pursuant to RCW
30 39.34.010 and 39.34.080.

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

33 "Law enforcement service" means routine police patrol within

1 the geographical boundaries of the Town, to provide enforcement of
2 State law and Town ordinances as well as a deterrent and
3 preventive effect against criminal activity. Detention and
4 correction services may be provided under separate contract with
5 the King County Department of Rehabilitative Services.

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

12 In consideration for the promises of the County hereinafter
13 set forth, the Town promises to:

14 1. Pay to the County at the beginning of each month during
15 which this agreement is effective the amount of Nine Hundred
16 Sixty-Four Dollars (\$964.00).

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

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

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

29 In consideration of the promises of the Town hereinbefore set
30 forth and payment of the sum specified above, the County promises
31 to:

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

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

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

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

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

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

18 1. Control of personnel, standards of performance, disci-
19 pline, and all other aspects of performance shall be governed
20 entirely by the County;

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

24 3. All liabilities for salaries, wages, any other compensa-
25 tion, injury, sickness, or liability to the public for intentional
26 or negligent acts arising from performance of the law enforcement
27 services by the County hereunder shall be that of the County. To
28 such purpose, the County will protect, defend, indemnify, and save
29 harmless the Town, its officers, employees, and agents from any
30 and all costs, claims, judgments, or awards of damages, arising
31 out of or in any way resulting from the negligent acts or
32 omissions of the County, its officers, employees or agents. The
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1 County agrees that the obligation to indemnify, defend and hold
2 harmless the Town and its agents and employees under this
3 provision extends to any claim, demand or cause of action brought
4 by or in behalf of any employee of the County, against the Town,
5 its officers, agents or employees and includes any judgment,
6 award, and cost arising therefrom, including attorneys' fees.

7 4. The Town will protect, defend, indemnify, and save
8 harmless the County, its officers, employees, and agents from any
9 and all costs, claims, judgments, or awards of damages, arising
10 out of or in any way resulting from the negligent acts or
11 omissions of the Town, its officers, employees, or agents. The
12 Town agrees that its obligations under this provision extend to
13 any claim, demand or cause of action brought by or on behalf of
14 any employees of the Town, against the County, and includes any
15 judgment, award, and cost arising therefrom including attorneys'
16 fees.

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

30 As evidence of both parties, through their authorized agents,
31 having read and understood the above and foregoing, and their
32 intent to be bound thereby, the authorized agents of the Town and
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County signed below on this date of _____.

TOWN OF BEAUX ARTS VILLAGE:

COUNTY OF KING:

By: _____

By: _____

Name: _____

RECOMMENDED FOR SIGNATURE:

Title: _____

SHERIFF-DIRECTOR
DEPARTMENT OF PUBLIC SAFETY

ATTEST:

APPROVED FOR FORM:

DEPUTY PROSECUTOR

EXHIBIT I

1990
 BASE LEVEL POLICE SERVICES
 CHARGEABLE COSTS
 CONTRACT AMOUNT

1990 DPS Budget (Estimate)	\$43,605,817
CX Overhead Chargeable Costs (See Detail, Table I)	1,143,379
Amortized Eligible Public Safety, CIP Costs	0
Nonchargeable Public Safety Costs (See Detail, Table II)	(5,307,775)
1990 DPS Revenues (Estimate)	(1,248,930)
1990 COLA (Estimate)	<u>1,388,761</u>
NET CHARGEABLE COSTS	<u>\$39,910,000</u>

BEAUX ARTS

Beaux Arts Dispatched Calls for Service (3rd Quarter)	10
Total Dispatched Calls for Service	34,487
Beaux Arts Percentage	.0002899
1990 Contract Amount	11,570
1990 Monthly Cost	964