

August 22, 1985

INTRODUCED BY BILL REAMS

85-477

PROPOSED NO. _____

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MOTION NO. 6372

A MOTION memorializing 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 1986.

PASSED this 7th day of October, 1985.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Gary Grant
Chairman

ATTEST:

Rosely 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 constitution and laws of the
3 State of Washington, hereinafter referred to as "the County," and
4 the Town of Beaux Arts Village, a corporation under the Laws of
5 the State of Washington formed for municipal purposes, hereinafter
6 referred to as "the Town." This agreement is intended to be
7 effective on the 1st day of January, 1986, for a period of one
8 year from that date, regardless of date of execution. It is
9 intended to and does supercede any prior contract between the
10 parties relating to the same subject matter. It may be terminated
11 only after sixty days written notice received by one party, given
12 by the other. It is intended to express the entire agreement of
13 the parties, and may not be altered or modified in any way unless
14 such modification is reduced to writing, signed by both parties,
15 and affixed to this original agreement. Any termination of this
16 agreement shall not terminate any duty of either party matured
17 prior to such termination.

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

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

31 "Law enforcement service" means routine police patrol within
32

33 Legal Unit, King County Police

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. Such patrol includes
4 not less than one patrol car sweep through the Town each shift
5 during the three shifts around the clock, not less than ten minute
6 response time for emergency calls, and not less than one hour
7 response time for non-emergency calls. Detention and correction
8 services may be provided under separate contract with the King
9 County Department of Rehabilitative Services.

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 Town promises to:

18 1. Pay to the County at the beginning of each month during
19 which this agreement is effective the amount of One Thousand, Six
20 Hundred and Twenty Dollars (\$1,620.00).

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

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

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

33 Legal Unit, King County Police

1 In consideration of the promises of the Town hereinbefore set
2 forth and payment of the sum specified above, the County promises
3 to:

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

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

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

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

16 5. Furnish all personnel and any and all other things
17 necessary to accomplish the levels of law enforcement service
18 hereinbefore described.

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

22 1. Control of personnel, standards of performance, disci-
23 pline, and all other aspects of performance shall be governed
24 entirely by the County;

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

28 3. All liabilities for salaries, wages, any other compensa-
29 tion, injury, sickness, or liability to the public for intentional
30 or negligent acts arising from performance of the law enforcement
31 services hereunder shall be that of the County. To such purpose,
32 the County shall save the Town harmless from any liability arising
33

from performance of services hereunder.

1 The County hereby certifies that it is an equal opportunity
 2 employer and has developed and implemented an Affirmative Action
 3 Program in accordance with the guidelines contained in Revised
 4 Order 4 of the United States Department of Labor. Both parties
 5 agree that they will not discriminate against any employee or
 6 applicant for employment because of race, color, religion, sex, or
 7 national origin. Both parties agree that they will take
 8 affirmative action to ensure that applicants are employed, and
 9 that employees are treated during employment, without regard to
 10 their race, color, religion, sex, or national origin. Such action
 11 includes but is not limited to, employment, upgrading, layoff or
 12 termination, rates of pay or other forms of compensation, or
 13 selection for training, including apprenticeship.

14 As evidence of both parties, through their authorized agents,
 15 having read and understood the above and foregoing, and their
 16 intent to be bound thereby, the authorized agents of the Town and
 17 County signed below this ____ day of _____, 19__.

18
19 TOWN OF BEAUX ARTS VILLAGE:

COUNTY OF KING:

20
21 By: _____

By: _____

22 Name: _____

RECOMMENDED FOR SIGNATURE:

23 Title: _____

SHERIFF-DIRECTOR
DEPARTMENT OF PUBLIC SAFETY

24 ATTEST:

25 APPROVED FOR FORM:

26 _____

DEPUTY PROSECUTOR