

December 28, 1988

INTRODUCED BY LOIS NORTH

PROPOSED NO. 89 - 59

MOTION NO. 7435

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

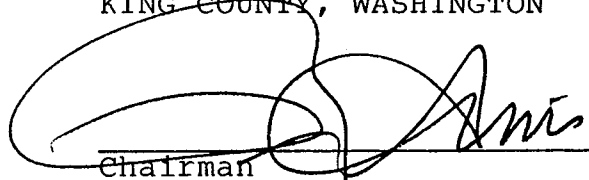
WHEREAS, King County is desirous of continuing such traditional rendition of service under the Interlocal Cooperation Act, RCW Chapter 39.34;

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 1989.

PASSED this 30th day of January, 1989.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chairman

ATTEST:


Deputy Clerk of the Council

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MEMORANDUM OF AGREEMENT

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3 This is a Memorandum of an Agreement between King County, a
4 charter county government under the constitution and laws of the
5 State of Washington, hereinafter referred to as "the County," and
6 the City of North Bend, a corporation under the Laws of the State
7 of Washington formed for municipal purposes, hereinafter referred
8 to as "the City." This agreement is intended to be effective on
9 the 1st day of January, 1989, for a period of one year from that
10 date, regardless of date of execution, and to renew automatically
11 from year to year. It is intended to and does supercede any prior
12 contract between the parties relating to the same subject matter.
13 It may be terminated only after 180 days written notice received
14 by one party, given by the other. It is intended to express the
15 entire agreement of the parties, and may not be altered or
16 modified in any way unless such modification is reduced to
17 writing, signed by both parties, and affixed to this original
18 agreement. Any termination of this agreement shall not terminate
19 any duty of either party matured prior to such termination.

20 The City has geographical boundaries entirely contained
21 within those of the County, and said City 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 City. The
28 City 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 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

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

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

19 1. Pay to the County the sum of \$346,983.60, with credit for
20 one clerical position of \$28,259.00 and rent for the premises
21 described in Exhibit A of \$21,901.92, in equal monthly install-
22 ments of \$24,735.22, for a total due of \$296,822.68.

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,
33 more or less, currently used as a police station facility for the

1 City, and supply maintenance and janitorial service for the
2 premises, more fully described in the attached Exhibit A,
3 incorporated by this reference;

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

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

10 7. Assume all responsibility for supplies and utility costs.

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

14 1. Provide law enforcement service within the City, as a
15 separate patrol district staffed 24 (twenty-four) 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 \$1,825.16
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.
33

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

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

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

11 3. All liabilities for salaries, wages, any other compensa-
12 tion, injury, sickness, or liability to the public for intentional
13 or negligent acts arising from performance of the law enforcement
14 services by the County hereunder shall be that of the County. To
15 such purpose, the County will protect, defend, indemnify, and save
16 harmless the City, its officers, employees, and agents from any
17 and all costs, claims, judgments, or awards of damages, arising
18 out of or in any way resulting from the negligent acts or
19 omissions of the County, its officers, employees or agents. The
20 County agrees that the obligation to indemnify, defend and hold
21 harmless the City and its agents and employees under this
22 provision extends to any claim, demand or cause of action brought
23 by or in behalf of any employee of the County, against the City,
24 its officers, agents or employees and includes any judgment,
25 award, and cost arising therefrom, including attorneys' fees.

26 4. The City will protect, defend, indemnify, and save
27 harmless the County, its officers, employees, and agents from any
28 and all costs, claims, judgments, or awards of damages, arising
29 out of or in any way resulting from the negligent acts or
30 omissions of the City, its officers, employees, or agents. The
31 City agrees that its obligations under this provision extend to
32 any claim, demand or cause of action brought by or on behalf of
33 any employees of the City, against the County, and includes any

1 judgment, award, and cost arising therefrom including attorneys'
2 fees.

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

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

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

23 CITY OF NORTH BEND:

COUNTY OF KING:

24 By: _____
25 Mayor

By: _____
County Executive

26 ATTEST:

RECOMMENDATION FOR SIGNATURE:

27 _____
28

29 Sheriff-Director
30 Department of Public Safety

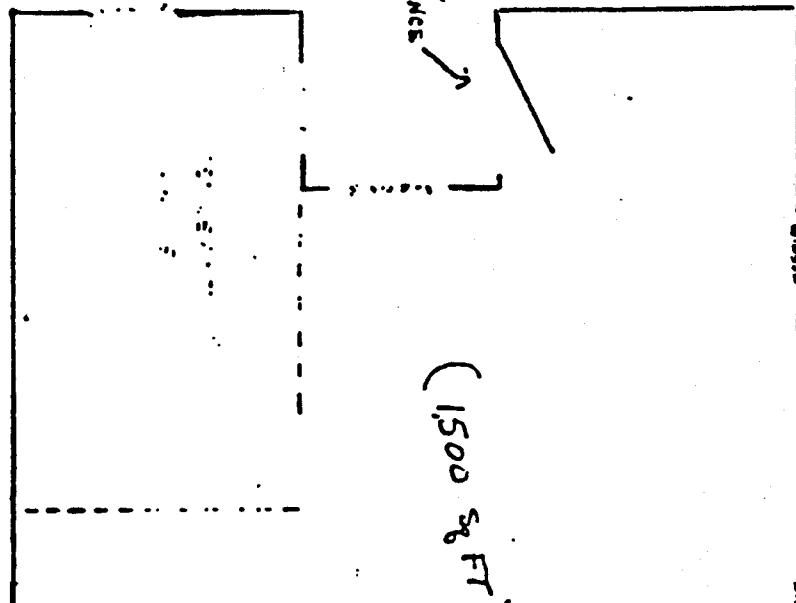
31 Approved for Form:

32 _____
33 Deputy Prosecuting Attorney

7435



NORTH BEND PRECINCT
APPROX. 1,772 SQ. FT.
NO SCALE



NORTH BEND P.D. EQUIPMENT INVENTORY

12/31/

Qty.	Description	Serial No.	KC	
			Tag	Location
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	
			12	Main Office
1	File Cabinet, 6' drwr		13	" "
1	Counter, Wood 6"		14	" "
1	Desk, Steel Secty R.H.		15	" "
1	Olympia Typewriter, Elect.	27-71796	16	" "
2	Steel Tables		17, 18	" "
1	Letter Basket, 3 drwr		19	" "
1	Fluorescent Desk Lamp		20	" "
1	Chair, Secretary Posture		21	" "
1	Chair, Arm, Swivel		22	" "
1	Card File, Metal 2 drwr 5x8		23	" "
1	Chair, Plastic		24	" "
1	Metal Visi-File 24 Leaf		25	" "
1	Radio Monitor, Realistic	712737	26	" "
1	Motorola base station	TLN6017A-6	27	" "
1	Panasonic Recorder	ED233941	28	Chief's Office
1	Hitachi Recorder	SG230259H	29	" "
1	Desk, Steel, dbl. ped. 5 drwr		30	Warrant Office
1	Chair, Steel, Secty. Posture		31	" "
1	Fluorescent Desk Lamp		32	" "
1	Typewriter Stand, Steel		33	" "
2	4 drawer File Cabinets, Legal		34, 35	" "
1	Desk, dbl. ped. wood		36	" "
1	Typewriter, Facit	T2-179951	37	" "
1	Typewriter, Royal	16-8499006	38	" "
1	Letter Basket		39	" "

NORTH HEND P.D. EQUIPMENT INVENTORY

12/31/78

Qty.	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 Top		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>D.S. P. Unit</i>	<i>1905 2093</i>	68	" "
1	Fingerprint Board		69	" "
1	Black Light		70	" "
1	Motorola Portable	C00934	71	Misc. Room
1	Motorola Charger	A92443	72	" "
1	Motrac 2-way	H-13497	73	" "
1	Tranciever 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			" "

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4 charter county government under the constitution and laws of the
5 State of Washington, hereinafter referred to as "the County," and
6 the Town of Beaux Arts Village, a corporation under the Laws of
7 the State of Washington formed for municipal purposes, hereinafter
8 referred to as "the Town." This agreement is intended to be
9 effective on the 1st day of January, 1989, for a period of one
10 year from that date, regardless of date of execution. It is
11 intended to and does supercede any prior contract between the
12 parties relating to the same subject matter. It may be terminated
13 only after sixty days written notice received by one party, given
14 by the other. It is intended to express the entire agreement of
15 the parties, and may not be altered or modified in any way unless
16 such modification is reduced to writing, signed by both parties,
17 and affixed to this original agreement. Any termination of this
18 agreement shall not terminate any duty of either party matured
19 prior to such 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. 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 more than ten minute
6 response time for emergency calls, and not more 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 Seven
20 Hundred Eighty Seven Dollars and Forty Cents (\$1,787.40).

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

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

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

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

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

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

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

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

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

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

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

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2 harmless the Town, its officers, employees, and agents from any
3 and all costs, claims, judgments, or awards of damages, arising
4 out of or in any way resulting from the negligent acts or
5 omissions of the County, its officers, employees or agents. The
6 County agrees that the obligation to indemnify, defend and hold
7 harmless the Town and its agents and employees under this
8 provision extends to any claim, demand or cause of action brought
9 by or in behalf of any employee of the County, against the Town,
10 its officers, agents or employees and includes any judgment,
11 award, and cost arising therefrom, including attorneys' fees.

12 4. The Town will protect, defend, indemnify, and save
13 harmless the County, its officers, employees, and agents from any
14 and all costs, claims, judgments, or awards of damages, arising
15 out of or in any way resulting from the negligent acts or
16 omissions of the Town, its officers, employees, or agents. The
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18 any claim, demand or cause of action brought by or on behalf of
19 any employees of the Town, against the County, and includes any
20 judgment, award, and cost arising therefrom including attorneys'
21 fees.

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

1 selection for training, including apprenticeship.

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

6
7 TOWN OF BEAUX ARTS VILLAGE:

COUNTY OF KING:

8
9 By: _____

By: _____

10 Name: _____

RECOMMENDED FOR SIGNATURE:

11 Title: _____

SHERIFF-DIRECTOR
DEPARTMENT OF PUBLIC SAFETY

12 ATTEST:

13
14 APPROVED FOR FORM:

15 _____

16 _____
DEPUTY PROSECUTOR