

March 13, 1990

INTRODUCED BY

DIAN DEHDOWSKI
KENT PULLEN

PROPOSED NO.

90 - 281

MOTION NO.

7899

A MOTION authorizing the county executive to execute an agreement under the Interlocal Cooperation Act, Revised Code of Washington Chapter 39.34 whereby the department of public safety will provide law enforcement service to the City of Skykomish.

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

WHEREAS, the City of Skykomish is desirous of contracting with the county for law enforcement service for the calendar year 1990, 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 an interlocal agreement, substantially in the form attached, with the City of Skykomish to provide police service for the calendar year 1990.

PASSED this 16th day of April, 1990.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chair

ATTEST:

Gerald A. Pelt
Clerk of the Council

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INTERLOCAL AGREEMENT

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3 This is an Agreement between King County, a charter county
4 government under the constitution and laws of the State of
5 Washington, hereinafter referred to as "the County," and the City
6 of Skykomish, a corporation under the Laws of the State of
7 Washington formed for municipal purposes, hereinafter referred to
8 as "the City." This agreement is intended to be effective on the
9 date of execution by both parties until 31 December 1990, and to
10 be renewable thereafter by mutual written agreement of the
11 parties. It supersedes any prior contract between the parties
12 relating to the same subject matter. It may be terminated during
13 its term only after 60 days written notice received by one party,
14 given by the other. It is intended to express the entire agreement
15 of the parties, and may not be altered or modified in any way
16 unless such modification is reduced to writing, signed by both
17 parties, and affixed to this original agreement. Any termination
18 of this agreement shall not terminate any duty of either party
19 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 purpose of this agreement:

32 "Law enforcement service" means routine police patrol within
33 the geographical boundaries of the City, to provide enforcement of

1 State law and City ordinances as well as a deterrent and
2 preventive effect against criminal activity. Such service ex-
3 pressly encompasses those unusual and additional services
4 involving the investigation of crimes, including but not limited
5 to investigation by personnel assigned to the Criminal Invest-
6 igation Division of the County Department of Public Safety, and
7 photographic and other scientific resources organic to that
8 Department. This also includes such services necessary for
9 testifying in court. It does not include detention and correction
10 services.

11 In consideration for the promises of the County hereinafter
12 set forth, the City promises to:

13 1. Pay to the County at the beginning of each month during
14 which this agreement is in effect the amount of nine hundred,
15 eighty-six dollars (\$986.00);

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

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

24 4. Supply at its own cost and expenses any special supplies,
25 stationery, notices, forms, and the like where such must be issued
26 in the name of the City.

27 In consideration for the promises of the City hereinbefore
28 set forth and payment of the sum specified above, the County
29 promises to:

30 1. Provide law enforcement service within the geographical
31 boundaries of the City, rendering such service of the same level,
32 degree and type as is customarily provided by the County in its
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1 provision of law enforcement service in unincorporated King
2 County;

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

5 3. Provide the City at the end of each month with a report of
6 hours spent in law enforcement service and special law enforcement
7 service by major categories of activities;

8 4. Furnish all personnel and any and all other things
9 necessary to accomplish the levels of law enforcement service
10 hereinbefore described.

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

14 1. Control of personnel, standards of performance, disci-
15 pline, and all other aspects of performance shall be governed
16 entirely by the County;

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

20 3. The County will protect, defend, indemnify and save
21 harmless the City, its officers, employees and agents from any and
22 all costs, claims, judgments or awards of damages, resulting from
23 the negligent acts or omissions of the County, its officers,
24 employees, or agents. In executing this agreement, the County does
25 not assume liability or responsibility for or in any way release
26 the City from any liability or responsibility which arises in
27 whole or in part from the existence or effect of city ordinances,
28 rules or regulations. If any cause, claim, suit, action or
29 administrative proceeding is commenced in which the enforceability
30 and/or validity of any such City ordinance, rule or regulation is
31 at issue, the City shall defend the same at its sole expense and
32 and if judgment is entered or damages are awarded against the
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1 City, the County, or both, the City shall satisfy the same,
2 including all chargeable costs and attorney's fees.

3 4. The City will protect, defend, indemnify, and save
4 harmless the County, its officers, employees, and agents from any
5 and all costs, claims, judgments, or awards of damages, arising
6 out of or in any way resulting from the negligent acts or
7 omissions of the City, its officers, employees, or agents.

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

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

COUNTY OF KING:

By: _____
Mayor

By: _____
County Executive

ATTEST:

RECOMMENDATION FOR SIGNATURE:

Sheriff-Director
Department of Public Safety

Approved for Form:

Deputy Prosecuting Attorney

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EXHIBIT I

1990
BASE LEVEL POLICE SERVICES
CHARGEABLE COSTS
CONTRACT AMOUNT

| | |
|----------------------------|--------------|
| 1990 DPS Budget (Estimate) | \$43,605,817 |
| NET CHARGEABLE COSTS | \$39,910,000 |

SKYKOMISH

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| Skykomish Dispatched Calls for Service (Estimated) | 36 |
| Total Dispatched Calls for Service (Estimated Yearly) | 121,326 |
| Skykomish Percentage | .0002967 |
| 1990 Skykomish Cost Allocation | 11,841 |
| 1990 Monthly Cost | 986 |