

12 August 1988

INTRODUCED BY GARY GRANT

PROPOSED NO. 88 - 642

MOTION NO. 7312

A MOTION authorizing the county executive to execute a contract under the Interlocal Cooperation Act, Revised Code of Washington Chapter 39.34

WHEREAS, King County, State of Washington, discharges its responsibility to furnish police service to its citizens by its department of public safety ("the department") under the authority of the county executive, and

WHEREAS, the King County Housing Authority ("the authority") is a statutorily-created legal entity, formed to provide and operate low-income housing throughout the greater King County area, and

WHEREAS, the authority desires to obtain law enforcement service for one of its operating areas over and above that capable of being supplied by DPS on a routine basis, and

WHEREAS, the authority is willing to reimburse the department for such service and the department is willing to provide that service;

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

The county executive is hereby authorized to contract with the King County Housing Authority for the delivery of law enforcement service over and above routine levels and reimbursement to King County for the additional cost thereof.

PASSED this 19th day of September, 1988.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Gary Grant
Chairman

ATTEST:

Janet M. Owens
Clerk of the Council

MEMORANDUM OF AGREEMENT

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4 This is a Memorandum of an Agreement between King County, a
5 charter county government under the constitution and laws of the
6 State of Washington, hereinafter referred to as "the County," and
7 the King County Housing Authority, a corporation under the Laws of
8 the State of Washington formed for municipal purposes, hereinafter
9 referred to as "the Authority." This agreement is intended to be
10 effective on the 1st day of September, 1988, for a period of ten
11 calendar months, regardless of date of execution, and to renew
12 automatically from month to month. It is intended to and does
13 supercede any prior contract between the parties relating to the
14 same subject matter. It may be terminated only after 30 days
15 written notice received by one party, given by the other. It is
16 intended to express the entire agreement of the parties, and may
17 not be altered or modified in any way unless such modification is
18 reduced to writing, signed by both parties, and affixed to this
19 original agreement. Any termination of this agreement shall not
20 terminate any duty of either party matured prior to such
21 termination.

22 The Authority was formed under Chapter 35.82 of the laws of
23 the State of Washington to provide low-income housing for
24 residents of the County. In the course of providing its services,
25 it has become aware of certain problems in some of its areas of
26 operation which it feels require more intense police service than
27 is provided at large through unincorporated King County. The
28 County has established and maintains a Department of Public Safety
29 which routinely provides law enforcement services to the citizens
30 of unincorporated King County. The County is capable of providing
31 more concentrated law enforcement service into specific geograph-
32 ical areas under the jurisdiction of the Authority. The Authority
33 is desirous of obtaining more concentrated law enforcement service

1 from the County to aid it in providing decent, safe and sanitary
2 housing to its residents, and is willing and able to reimburse the
3 County for such service under RCW 39.34.010 and 39.34.080.

4 For the purposes of this agreement, the following phrases
5 shall have the meanings indicated:

6 "Law enforcement service" means routine police patrol, to
7 provide enforcement of State law and County ordinances as well as
8 a deterrent and preventive effect against criminal activity.

9 "Springwood" means the Springwood Apartments Project of the
10 Authority located at 132nd Avenue S.E. and S.E. 272nd Street in
11 unincorporated King County.

12 In consideration for the promises of the County hereinafter
13 set forth, the Authority promises to pay to the County each month
14 for law enforcement service rendered the sum of four thousand nine
15 hundred eighty two dollars (\$4,982.00), for a total sum for ten
16 months of forty nine thousand eight hundred twenty dollars
17 (\$49,820.00).

18 In consideration for the promise of the Authority herein-
19 before set forth and payment of the sum specified above, the
20 County promises to:

21 1. Beginning 1 September 1988 for ten calendar months
22 thereafter, provide law enforcement service within Springwood,
23 staffed with two officers and a minimum of one vehicle for four
24 hours per day, five days a week, during such hours of the day as
25 are agreed upon between the Authority and the County, rendering
26 such service of the same level, degree and type as is customarily
27 provided by the County in its rendition of law enforcement service
28 in unincorporated King County, provided that the officers shall
29 remain at Springwood throughout the hours agreed upon in
30 accordance with this agreement unless emergent circumstances
31 require otherwise;

32 2. Refund a prorata share of any sums paid by the Authority
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1 in the event of termination of this agreement;

2 3. Provide the Authority routinely at the end of each month
3 with a report of officers' activity at Springwood, including a log
4 of hours spent in rendering law enforcement service.

5 4. Furnish all personnel and any and all other things
6 necessary to accomplish the levels of law enforcement service
7 hereinbefore described.

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

11 1. Control of personnel, standards of performance, disci-
12 pline, and all other aspects of performance shall be governed
13 entirely by the County;

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

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

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

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

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

25 As evidence of both parties, through their authorized agents,
 26 having read and understood the above and foregoing, and their
 27 intent to be bound hereby, the authorized agents of the Authority
 28 and the County sign below this date of August 25, 1988.

29 KING COUNTY HOUSING AUTHORITY: COUNTY OF KING:
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31 By: [Signature]
 32 ~~Chief Executive Officer~~
 33 Director of Finance

By: _____
 County Executive

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ATTEST:

RECOMMENDATION FOR SIGNATURE:

Sheriff-Director
Department of Public Safety

Approved for Form:

Approved for Form:

Counsel for the Authority

Deputy Prosecuting Attorney