

MOTION NO. 9071

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 extend law enforcement service for the Park Lake Homes Complex over and above that supplied by the department on a routine basis, and

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

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

The county executive is hereby authorized to enter into an agreement with the King County Housing Authority, substantially in the form attached. The agreement provides for the delivery of law enforcement services by the department over and above routine levels, and reimbursement to the department for the additional cost thereof by the authority.

PASSED this 6th day of July, 1993.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Quincy J. Jager
Chair

ATTEST:

Gene Masuo
Deputy Clerk of the Council

ATTACHMENT:
Memorandum of Agreement

MEMORANDUM OF AGREEMENT

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4 This is a Memorandum of an Agreement between King County, a charter county
5 government under the constitution and laws of the State of Washington, hereinafter
6 referred to as "the County," and the King County Housing Authority, a corporation under
7 the Laws of the State of Washington formed for municipal purposes, hereinafter referred
8 to as "the Authority." This agreement is intended to be effective on the first day of
9 January 1993, for a period of twelve calendar months, terminating December 31, 1993,
10 regardless of date of execution. It is intended to and does supersede all prior contracts
11 between the parties relating to the same subject matter. It may be terminated only after
12 30 days written notice received by one party, given by the other. It is intended to express
13 the entire agreement of the parties, and may not be altered or modified in any way unless
14 such modification is reduced to writing, signed by both parties, and affixed to this original
15 agreement. Any termination of this agreement shall not terminate any duty of either party
16 matured prior to such termination.

17 The Authority was formed under Chapter 35.82 of the laws of the State of Washington
18 to provide low-income housing for residents of the County. In the course of providing its
19 services, it has become aware of certain problems in some of its areas of operation which
20 it believes require more intense police service than is provided at large in unincorporated
21 King County. The County has established and maintains a Department of Public Safety
22 which routinely provides law enforcement services to the citizens of unincorporated King
23 County. The County is capable of providing more concentrated law enforcement service
24 into specific geographical areas under the jurisdiction of the Authority. The Authority is
25 desirous of obtaining more concentrated law enforcement service from the County to aid
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1 it in providing decent, safe and sanitary housing to its residents, and is willing and able
2 to reimburse the County for such service under RCW 39.34.010 and 39.34.080.

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

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

8 "Park Lake" means the Park Lake Homes, Sites I and II of the Authority located at
9 9800 8th Avenue South West, and adjacent areas in unincorporated King County.

10 In consideration for the promises of the County hereinafter set forth, the Authority
11 promises to:

12 1. Pay to the County up to Fifty-four Thousand Five Hundred Dollars
13 (\$54,500.00) for the rendition by the County of added Law Enforcement Service, over and
14 above the amount normally rendered at Park Lake. The Authority agrees to disburse the
15 sum due at the end of each month during the term of this agreement, based on billing by
16 the County calculated on the number of officer hours spent at the off-duty rate of one and
17 one-half (1 and 1/2) times the officers' hourly rates.

18 2. Provide an office space within Park Lake to be used by the County in the
19 course of its duties.

20 3. Allocate up to Five Thousand Dollars (\$5,000.00) to equip the office for
21 operation with office equipment, including, but not limited to, desks, chairs, polaroid -style
22 camera, two cellular phones and signs.

23 4. Set aside a reserve fund of Five Hundred Dollars (\$500.00) to insure
24 payment to officers required to work beyond agreed-upon hours because of emergent
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1 circumstances or to reimburse the County for costs arising from patrol requirements
2 specific to this project and the requirements of the Authority.

3 In consideration for the promises of the Authority hereinbefore set forth, and
4 payment of the sum specified above, the County promises to:

5 1. Beginning 1 January 1993, provide additional Law Enforcement Service within
6 Park Lake over and above the same level, degree and type as is customarily provided
7 by the County in its rendition of law enforcement service in unincorporated King County,
8 during such hours of the day as are agreed upon quarterly between the Authority and the
9 County; provided that the officers shall remain at Park Lake and the area immediately
10 surrounding, throughout the hours agreed upon in accordance with this agreement, unless
11 emergent circumstances require otherwise. The officers shall work vehicular patrol, plain
12 clothes, crime prevention, specialized investigation efforts, reactive and or proactive
13 patrol.

14 2. Provide the Authority routinely at the end of each two-week period with a report
15 of officers' activity at Park Lake, including a log of hours spent in rendering law
16 enforcement service; and exceptionally on the next business day in the event of a major
17 incident.

18 3. Furnish all personnel and any and all other things necessary to accomplish the
19 levels of Law Enforcement Service hereinbefore described.

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

22 1. Control of personnel standards of performance, discipline, and all other aspects
23 of performance shall be governed entirely by the County.

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

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

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

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

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

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 Authority and the County sign below of this date of _____

KING COUNTY HOUSING AUTHORITY:

COUNTY OF KING:

By: [Signature]

By: _____

ATTEST:

RECOMMENDATION FOR SIGNATURE:

[Signature: Linda Dickerson]

Sheriff-Director
Department of Public Safety

Approved for Form:

Approved for Form:

Deputy Prosecuting Attorney