



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 1, 2000

Motion 10982

Proposed No. 2000-0406.1

Sponsors Vance

1 A MOTION authorizing the county executive to enter into
2 an interagency agreement with King County Housing
3 Authority Seatac Limited Partnership d/b/a Windsor
4 Heights Apartments.

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 WHEREAS, the King County Housing Authority Seatac Limited Partnership
d/b/a Windsor Heights Apartments is providing report writing office space to law
enforcement officers serving the apartment complex and areas surrounding the location,
and

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 WHEREAS, the county has an existing interlocal agreement with the city to
provide law enforcement services to the city of SeaTac, and

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 WHEREAS, the county is able to allow the officers to utilize this space in return
for increased presence;

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

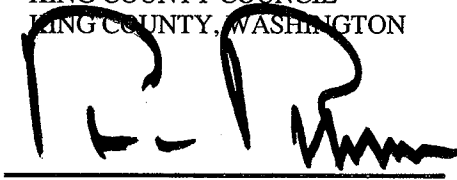
Motion 10982

16 The county executive is authorized to execute an interagency agreement,
17 substantially in the form attached to this ordinance, with Windsor Heights Apartments for
18 office space in return for increase visibility within the complex.
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Motion 10982 was introduced on 7/5/00 and passed by the Metropolitan King County Council on 7/31/00, by the following vote:

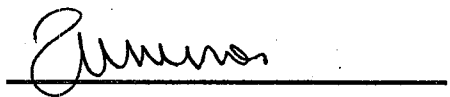
Yes: 10 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Ms. Sullivan, Mr. Pullen, Mr. Gossett, Mr. Vance and Mr. Irons
No: 0
Excused: 3 - Mr. McKenna, Mr. Nickels and Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Service Agreement

SERVICE AGREEMENT

THIS SERVICE AGREEMENT, dated _____, 2000 ("Agreement"), is made by and between KCHA-Seatac Limited Partnership, a Washington Limited Partnership dba Windsor Heights Apartments, (hereinafter called Windsor Heights) and King County, a political subdivision of the State of Washington (hereinafter called Agency):

RECITALS:

WHEREAS, Agency desires to use those premises described herein as a King County Sheriff's Office Report Writing Room; and,

WHEREAS, increased presence of the police will provide additional security and police services to the residents of Windsor Heights;

NOW, THEREFORE, in consideration of the mutual promises hereunder, Agency and Windsor Heights agree as follows:

WITNESSETH:

1. **Premises:** Windsor Heights does hereby agree to allow Agency to use as a King County Sheriff's Office Report Writing Room those certain premises comprising approximately 180 square feet, and generally described as follows:

Office area, ground floor, center of building directly across from complex rental office, at Windsor Heights Apartments (17231 32nd Avenue South, Seatac, Washington 98188)

2. **Term:**

2.1 The Agreement shall begin on _____, 2000 and continue on a month-to-month basis, provided that thirty (30) days written notice, without cause, by either party will be required to terminate.

2.2 - If Windsor Heights cannot deliver possession of the premises to Agency on the above commencement date, provided that delivery of premises can be made within a reasonable time frame, this Agreement shall not be void or voidable.

3. **Rent:** No rent shall be paid.

4. **Taxes and Utilities:** Windsor Heights shall pay the cost of reasonable utilities including heat, lights, water, sewer and garbage. Agency shall be responsible for using all utilities in an energy conservative manner, including ensuring that the heat and lights are turned down/off when the space is not being utilized. Telephone service, if desired, shall be provided at the sole cost and expense of Agency.

All insurance, other than self-insurance, shall be carried with companies which are financially responsible and admitted to do business in the State of Washington. The cost of such insurance shall be borne by the Agency. Agency shall maintain for the duration of this Agreement insurance covering all of Agency's personal property at the premises in an amount not less than one hundred percent (100%) of full insurable replacement cost from time to time providing protection against any peril included within the classification "fire and extended coverage," together with insurance against sprinkler damage, vandalism and malicious mischief.

11. Assignment: Agency shall not assign this Agreement or any interest thereof, without the prior written consent of Windsor Heights. Agency may allow public service and civic organizations, including the "Boys and Girls Club" to utilize the premises under supervision of Agency.

12. Damage or Destruction: In the event the premises are damaged to such an extent as to render them untenable in whole or in part and Windsor Heights elects to repair or rebuild, the work shall be prosecuted without unnecessary delay. If after a reasonable time Windsor Heights shall fail to proceed to repair or rebuild, Agency shall have the right to declare this Agreement terminated by written notice served on Windsor Heights. In the event the building, in which the premises are located, shall be destroyed or damaged to such extent that in the opinion of Windsor Heights it shall not be practical to repair or rebuild, it shall be optional with Windsor Heights to terminate this Agreement by written notice to Agency within twenty days after such damage or destruction.

13. Liens: Agency shall keep the premises and the building in which the premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by Agency.

14. Right of Entry: Windsor Heights reserves and shall at any and all reasonable times have the right to enter the premises, inspect the same, to show the premises to prospective purchasers, mortgagees, or tenants, and to repair the premises and any portion of the building of which the premises are a part and may for the purpose erect scaffolding and other necessary structures when reasonably required by the character of the work performed, providing that the entrance to the premises shall not be blocked thereby, and further providing that the services of Agency shall not be interfered with unreasonably. Except for emergencies, Windsor Heights shall give two (2) days' notice before entry to repair the premises.

For each of the aforesaid purposes, Windsor Heights shall at all times have and retain a key with which to unlock all of the doors, in, upon, and about the premises, excluding Agency's vaults, and files, and Windsor Heights shall have the right to use any and all means which Windsor Heights may deem proper to open said doors in an emergency, in order to obtain entry to the premises without liability to Agency except for any failure to exercise due care for Agency's property. Any entry to the premises obtained by Windsor Heights by any of said means or otherwise shall not under any circumstances be construed or deemed to be forceful or unlawful entry into, or a detainer of the premises, or an eviction of Agency from the premises or any portion thereof provided said entry relates to emergency purposes as aforesaid.

17. Surrender of Premises: At the end of the term of this Agreement or any extension thereof or other sooner termination of this Agreement, Agency will peaceably deliver up to Windsor Heights possession of the premises in the same condition as received, except for ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone, and Agency will deliver all keys to the premises to the Windsor Heights. In addition, Agency at Agency's expense will remove Agency's goods and effects and trade fixtures, and those of all persons claiming under Agency, and Agency will repair any damage resulting from such removal.

18. Costs and Attorneys' Fees: If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Agreement, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorneys' fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Agreement will be in the county in which the premises are situated.

19. Subordination: If a lender requires that this Agreement be subordinated to any encumbrance now of record or any encumbrance recorded after the date of this Agreement, this Agreement shall be subordinated to that encumbrance, if Windsor Heights first obtains from the lender a written agreement that provides substantially the following:

19.1 As long as Agency is not in default under this Agreement, no foreclosure of, deed given in lieu of foreclosure, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect Agency's rights under this Agreement.

19.2 The provisions in this Agreement concerning the disposition of insurance proceeds on destruction of the premises, and the provisions in this Agreement concerning the disposition of any condemnation award shall prevail over any conflicting provisions in the encumbrance.

19.3 Agency shall attorn to any purchaser at any foreclosure sale, or to any grantee or transferee designated in any deed given in lieu of foreclosure.

19.4 Agency shall execute the written agreement and any other documents required by the lender to accomplish the purposes of this paragraph.

20. Successors and Assigns: All of the agreements, conditions and provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Windsor Heights and Agency.

21. Anti-Discrimination: In all services or activities, and all hiring or employment made possible by or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for

27. Interpretation – State Law: The titles to paragraphs of this Agreement are for convenience only and shall have no effect upon the construction or interpretation of any part hereof. This Agreement shall be governed by the laws of the State of Washington.

28. Severability: The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or void.

29. Representation: Agency represents to Windsor Heights that its services herein considered shall remain responsible to the community being serviced. Windsor Heights shall be in no way responsible for the acts of the Agency, its members, agents or guests and no member, officer, employee, other agent or invitee of Agency shall be considered agents of Windsor Heights for any purpose.

30. Addenda: Any addendum attached hereto and either signed or initialed by Windsor Heights and Agency shall be deemed a part hereof.

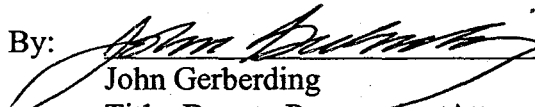
IN WITNESS WHEREOF, Windsor Heights and Agency have executed this Agreement on the dates specified below.

AGENCY: King County, a Political Subdivision of the State of Washington

By: _____
Ron Sims
Title: King County Executive


Date: _____

Approved as to Form Only:

By:  _____
John Gerberding
Title: Deputy Prosecuting Attorney

Date: 3/28/00

WINDSOR HEIGHTS:

By:  _____
Name: Stephen J. Norman

Date: 5/03/00

Title: Executive Director, KCHA
General Partner, KCHA-
Seatac Limited Partnership