

January 27, 1994
94-18.MOT (DE:clt)

Introduced by: Maggi Fimia

Proposed No.: 94 - 18

MOTION NO. 9227

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

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 through the 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 increase law enforcement service for the Ballinger Homes Project 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 that service;

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

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

PASSED this 7th day of February, 1994.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

Attachments:

Passed by a vote of 9-0.

MEMORANDUM OF AGREEMENT

1
2
3 This is a Memorandum of an Agreement between King County, a charter county
4 government under the constitution and laws of the State of Washington, hereinafter
5 referred to as "the County," and the King County Housing Authority, a corporation under
6 the Laws of the State of Washington formed for municipal purposes, hereinafter referred
7 to as "the Authority." This agreement is intended to be effective on the 1st of October,
8 1993, for a period of twelve calendar months, terminating September 30, 1994, regardless
9 of date of execution. It is intended to and does supersede all prior contracts between the
10 parties relating to the same subject matter. It may be terminated only after 30 days
11 written notice received by one party, given by the other. It is intended to express the
12 entire agreement of the parties, and may not be altered or modified in any way unless
13 such modification is reduced to writing, signed by both parties, and affixed to this original
14 agreement. Any termination of this agreement shall not terminate any duty of either party
15 matured prior to such termination.

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

Original _____ of 4 Originals

LEGAL UNIT, KING COUNTY POLICE
W116 King County Courthouse
516 Third Avenue
Seattle, Washington 98104-2312
(206) 296-5292/SCAN 667-5292

ATTACHMENT A

1 For the purposes of this agreement, the following phrases shall have the meanings
2 indicated:

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

6 "Ballinger" means the Ballinger Homes Project of the Authority located at Northeast
7 200th Street and 21st Avenue Northeast in unincorporated King County.

8 In consideration for the promises of the County hereinafter set forth, the Authority
9 promises to:

10 1. Pay to the County up to Forty Thousand Dollars (\$40,000.00) for the
11 rendition by the County of added Law Enforcement Service, over and above the amount
12 normally rendered at Ballinger. The Authority agrees to disburse the sum due at the end
13 of each month during the term of this agreement, based on billing by the County
14 calculated on the number of officer hours spent at the off-duty rate of one and one-half
15 (1 and 1/2) times the officers' hourly rates.

16 2. Provide an office space within Ballinger to be used by the County in the
17 course of its duties.

18 3. Set aside a reserve fund of five hundred dollars (\$500.00) to insure payment
19 to officers required to work beyond agreed upon hours because of emergent
20 circumstances and or to reimburse the County for costs arising from patrol requirements
21 specific to this project and the requirements of the Authority.

22 In consideration for the promise of the Authority hereinbefore set forth, and payment
23 of the sum specified above, the County promises to:

24 1. Beginning 1 October 1992, continue to provide additional Law Enforcement
25 Service within Ballinger over and above the same level, degree and type as is customarily
26

LEGAL UNIT, KING COUNTY POLICE
W116 King County Courthouse
516 Third Avenue
Seattle, Washington 98104-2312
(206) 296-5292/SCAN 667-5292

1 provided by the County in its rendition of law enforcement service in unincorporated King
 2 County, during such hours of the day as are agreed upon quarterly between the Authority
 3 and the County; provided that the officers shall remain at Ballinger and the area
 4 immediately surrounding, throughout the hours agreed upon in accordance with this
 5 agreement, unless emergent circumstances require otherwise. The officers shall work
 6 a four hour shift in pairs, and shall work vehicular patrol, plain clothes, or proactive patrol.

7 2. Provide the Authority routinely at the end of each week with a report of officers'
 8 activity at Ballinger, including a log of hours spent in rendering law enforcement service;
 9 however, not including any privileged or confidential investigatory information, and
 10 exceptionally on the next business day in the event of a major incident.

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

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

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

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

19 3. All liabilities for salaries, wages, any other compensation, injury, sickness, or
 20 liability to the public for intentional or negligent acts arising from performance of the
 21 County law enforcement agents or officers acting in good faith within the scope of their
 22 employment shall be that of the County. To such purpose, the County will protect,
 23 defend, indemnify, and save harmless the Authority, its officers, employees, and agents
 24 from any and all costs, claims, judgments, or awards of damages, arising out of or in any
 25 way resulting from the negligent acts or omissions of the County, its officers, employees
 26

1 or agents. The County agrees that the obligation to indemnify, defend and hold harmless
 2 the Authority and its agents and employees under this provision extends to any claim,
 3 demand or cause of action brought by or in behalf of any employee of the County,
 4 against the Authority, its officers, agents or employees and includes any judgment, award,
 5 and cost arising therefrom, including attorneys' fees. The County's obligation under this
 6 section shall include indemnification for claims made by the County's own employees or
 7 agents. For this purpose, the County, by mutual negotiation, hereby waives, with respect
 8 to the Authority only, any immunity that would otherwise be available against such claims
 9 under the Industrial Insurance provisions of Title 51 RCW.

10 4. The Authority will protect, defend, indemnify, and save harmless the County, its
 11 officers, employees, and agents from any and all costs, claims, judgments, or awards of
 12 damages, arising out of or in any way resulting from the negligent acts or omissions of
 13 the Authority, its officers, employees, or agents. The Authority agrees that its obligations
 14 under this provision extend to any claim, demand or cause of action brought by or on
 15 behalf of any employees of the Authority, against the County, and includes any judgment,
 16 award, and cost arising therefrom including attorneys' fees. The Authority's obligation
 17 under this section shall include indemnification for claims made by the Authority's own
 18 employees or agents. For this purpose, the Authority, by mutual negotiation, hereby
 19 waives, with respect to the County only, any immunity that would otherwise be available
 20 against such claims under the Industrial Insurance provisions of Title 51 RCW.

21 The County hereby certifies that it is an equal opportunity employer and has
 22 developed and implemented an Affirmative Action Program in accordance with the
 23 guidelines contained in Revised Order 4 of the United States Department of Labor. Both
 24 parties agree that they will not discriminate against any employee or applicant for
 25 employment because of race, color, religion, sex, marital status, sexual orientation, or
 26

LEGAL UNIT, KING COUNTY POLICE
 W116 King County Courthouse
 516 Third Avenue
 Seattle, Washington 98104-2312
 (206) 296-5292/SCAN 667-5292

1 national origin. Both parties agree that they will take affirmative action to ensure that
 2 applicants are employed, and that employees are treated during employment, without
 3 regard to their race, color, religion, sex, marital status, sexual orientation, or national
 4 origin. Such action includes but is not limited to, employment, upgrading, layoff or
 5 termination, rates of pay or other forms of compensation, or selection for training,
 6 including apprenticeship.

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

9 As evidence of both parties, through their authorized agents, having read and
 10 understood the above and foregoing, and their intent to be bound hereby, the authorized
 11 agents of the Authority and the County sign below of this date of _____
 12

13 KING COUNTY HOUSING AUTHORITY: COUNTY OF KING:

14 By: _____ By: _____

15 ATTEST: RECOMMENDATION FOR SIGNATURE:

16
 17
 18
 19 _____
 20 Sheriff Director
 Department of Public Safety

21 Approved for Form: Approved for Form:
 22
 23 _____
 24 Deputy Prosecuting Attorney

25
 26
 LEGAL UNIT, KING COUNTY POLICE
 W116 King County Courthouse
 516 Third Avenue
 Seattle, Washington 98104-2312
 (206) 296-5292/SCAN 667-5292