

1 November 9, 1994

2 INTRODUCED BY MAGGI FIMIA
3 PROPOSED NO. 94 - 757

4
5 MOTION NO. 9460

6 A MOTION authorizing the County Executive to execute
7 a contract under the Interlocal Cooperation Act,
8 Revised Code of Washington Chapter 39.34

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

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

17 WHEREAS, the authority desires to increase law enforcement
18 service for the Ballinger Homes Project over and above that
19 supplied by the department on a routine basis, and

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

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

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

PASSED by a vote of 13 to 0 this 17th day of January, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Small A. Peterson
Clerk of the Council

Attachments:

MEMORANDUM OF AGREEMENT

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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 1994, for a period of twelve calendar months, terminating September 30, 1995, 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.

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

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 monthly 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 1994, continue to provide additional Law Enforcement
25 Service within Ballinger over and above the same level, degree and type as is customarily
26

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 two-to-four hour shifts, singly or in pairs, and shall work vehicular patrol, foot patrol,
7 bicycle patrol, plain clothes, or proactive patrol.

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

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

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

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

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

20 3. All liabilities for salaries, wages, any other compensation, injury, sickness, or
21 liability to the public for intentional or negligent acts arising from performance of the
22 County law enforcement agents or officers acting in good faith within the scope of their
23 employment shall be that of the County. To such purpose, the County will protect,
24 defend, indemnify, and save harmless the Authority, its officers, employees, and agents
25 from any and all costs, claims, judgments, or awards of damages, arising out of or in any
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1 way resulting from the negligent acts or omissions of the County, its officers , employees
2 or agents. The County agrees that the obligation to indemnify, defend and hold harmless
3 the Authority and its agents and employees under this provision extends to any claim,
4 demand or cause of action brought by or in behalf of any employee of the County, against
5 the Authority, its officers, agents or employees and includes any judgment, award, and
6 cost arising therefrom, including attorneys' fees. The County's obligation under this
7 section shall include indemnification for claims made by the County's own employees or
8 agents. For this purpose, the County, by mutual negotiation, hereby waives, with respect
9 to the Authority only, any immunity that would otherwise be available against such claims
10 under the Industrial Insurance provisions of Title 51 RCW.

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

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

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

10 As evidence of both parties, through their authorized agents, having read and
 11 understood the above and foregoing, and their intent to be bound hereby, the authorized
 12 agents of the Authority and the County sign below of this date of _____
 13

14 KING COUNTY HOUSING AUTHORITY:

COUNTY OF KING:

16 By: _____

16 By:  _____

17 ATTEST:

17 FOR: Gary Locke, King Co. Executive
 18 Sheriff-Director
 19 Department of Public Safety

22 Approved for Form:

22 Approved for Form:

25 _____

24 
 25 Deputy Prosecuting Attorney