

**AGREEMENT BETWEEN
PIERCE COUNTY ALLIANCE
AND
KING COUNTY**

2002-048

THIS AGREEMENT, is made and entered into by and between the Pierce County Alliance, hereinafter referred to as "PCA", and King County, hereinafter referred to as "Contractor".

IT IS THE PURPOSE OF THIS AGREEMENT to provide services for the Washington State Methamphetamine Initiative as outlined in the attached Exhibit A. The funding source for this agreement is the U.S. Department of Justice, Office of Community Oriented Policing Services; CFDA No. 16.710.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

STATEMENT OF WORK

Contractor shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, attached hereto and incorporated herein.

TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the Special Terms and Conditions contained in the text of this Agreement.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall be July 1, 2001 to April 30, 2002, unless extended by written agreement or terminated sooner as provided herein.

BILLING PROCEDURE

PCA shall reimburse Contractor upon receipt of properly executed vouchers, Exhibit B, to the maximum amount as indicated in Exhibit A. All claims for payment must be submitted to PCA within 30 days after the end of the period of performance.

NONDISCRIMINATION

In the performance of this Agreement, both parties shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Chapter 49.60 Revised Code of Washington; and Title I of the Americans with Disabilities Act (42 USC 12111-12117), as now or hereafter amended. Both parties shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-era and disabled status, or the presence of any sensory, mental, or physical handicap.

RECORDS MAINTENANCE

Both parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the scope of work and consistent with State of Washington accounting practices. These records shall be subject to inspection, review or audit by personnel of both parties. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for three (3) years after expiration.

INDEMNIFICATION

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this Agreement.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined in the following manner:

PCA shall appoint one member to the Dispute Board. Contractor shall appoint one member to the Dispute Board. PCA and the Contractor shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. However, this process will not apply to disputes arising under the indemnification section of this agreement.

SPECIAL TERMS AND CONDITIONS

The contractor agrees to the conditions placed upon these funds by the funding source as they may bear upon the contractor as subgrantee. These conditions are numbered one through fourteen under "Conditions of Grant Award" attached to award number 2001CKWX0177.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Pierce County Alliance

Contractor

Signature

Signature

Date

Date

11392

Exhibit A

BUDGET

PCA will reimburse Contractor for expenses pertaining to the Washington State Methamphetamine Initiative within the following Budget areas.

Description	Amount
Salaries	<u>63,981</u>
Benefits	<u> </u>
Operating Supplies	<u>2,000</u>
Travel & Training	<u> </u>
Vehicle Expense	<u>23,096</u>
Other Expense	<u>3,000</u>
Equipment	<u>12,923</u>
Administration	<u> </u>
Total	<u>\$ 105,000</u>

STATEMENT OF WORK

Contractor agrees to hire one (1) FTE detective dedicated to proactive precursor investigation in relation to Methamphetamine manufacture.

REPORTS

Contractor agrees to provide quarterly reports to PCA on activities performed under this contract. Reports shall include but are not limited to the following:

- Number of cases initiated
- Arrest data
- Business contacts
- Documented coordination with other agencies

PCA reserves the right to add additional reports as required by the funding source and to withhold payment of billings until required reports are filed.

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Washington State Methamphetamine Initiative

Billing for the Month of _____

King County Sheriff

Description	Total Budget	Total Prior Billings	Current Billing	Total Billings YTD	Contract Balance
Salaries & Overtime	63,981	_____	_____	_____	_____
Benefits & Taxes	-	_____	_____	_____	_____
Operating Supplies	2,000	_____	_____	_____	_____
Travel & Training	-	_____	_____	_____	_____
Other Expenses	3,000	_____	_____	_____	_____
Vehicle Expense	23,096	_____	_____	_____	_____
Equipment	12,923	_____	_____	_____	_____
Administration	-	_____	_____	_____	_____
Totals	<u>105,000</u>	_____	_____	_____	_____

I hereby certify that the items and totals listed herein are proper charges for materials, merchandise or services furnished under the contract with Pierce County Alliance, the Washington State Methamphetamine Initiative and the COPS Office.

Signature

Date

Printed Name

Title