



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 5, 2002

Motion 11386

Proposed No. 2002-0034.1

Sponsors Pelz and Gossett

1 A MOTION authorizing the county executive to enter into a
2 contract for supplemental law enforcement services and
3 premises with the King County Housing Authority at
4 Ballinger Homes.

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7 WHEREAS, the King County Housing Authority desires to provide supplemental
8 community policing and law enforcement services for its residents of the Ballinger
9 Homes area, and

10 WHEREAS, the county has the resources to provide such community
11 policing and law enforcement services;

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

13 The county executive is authorized to execute an interagency agreement,

Motion 11386

14 substantially in the form of Attachment A to this motion, with the King County Housing
15 Authority to provide supplemental community policing and law enforcement services.

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Motion 11386 was introduced on 1/22/2002 and passed by the Metropolitan King County Council on 3/4/2002, by the following vote:

Yes: 12 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett, Mr. Irons and Ms. Patterson
No: 0
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Contract for Social Services and Premises between King County Housing Authority and the King County Sheriff's Office

**CONTRACT FOR SOCIAL SERVICES AND PREMISES
BETWEEN KING COUNTY HOUSING AUTHORITY
AND THE
KING COUNTY SHERIFF'S OFFICE**

This Contract is entered into by and between the King County Housing Authority, hereinafter referred to as "KCHA", whose principal office is located at 600 Andover Park W, Seattle, Washington 98188-3326, and the King County Sheriff's Office hereinafter referred to as "the Agency", whose principal office is located at King County Courthouse, Seattle, WA.

WHEREAS, KCHA has determined the need to have certain community policing services performed for residents, and

WHEREAS, KCHA desires to have the Agency perform such services pursuant to certain terms and conditions, now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Definitions.** The following definitions are applicable to this Contract:
 - A. "Agency" means the person or other entity entering into the contract with KCHA to perform all of the work required under the contract.
 - B. "KCHA" means the King County Housing Authority.
 - C. "Contract" means the contract entered into between KCHA and the contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
 - D. "Contracting Officer" means the person delegated the authority by KCHA to enter into, administer, and/or terminate this Contract and designated as such in writing to the Agency. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed Stephen Norman, Executive Director the authorized agent of KCHA in all dealings with the Agency.
 - E. "Day" means calendar days, unless otherwise stated.
 - F. "HUD" means the Secretary of Housing and Urban Development, its delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.
2. **Contract Documents.** The provisions set forth in the Contract Documents are hereby incorporated into and made part of the Contract. The Agency acknowledges receipt and review of all Contract Documents. The Contract shall consist of the following component parts:
 - A. This Instrument;
 - B. Appendix I
 - C. Exhibits A,B, and C
 - D. Any modifications duly delivered after execution of this Contract pursuant to the Clause entitled "Contract Modifications" herein.
3. **Scope of Services to be Performed by the Agency.** The Agency shall perform those services described on Exhibit A. In performing such services, the Agency shall at all times comply with all Federal, State and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection herewith.
4. **Compensation and Method of Payment.** KCHA shall pay the Agency for services rendered according to the rate and method set forth on Exhibit B. The total amount paid each year shall not exceed \$35,000.

5. **The Agency Budget.** The Agency shall apply the funds received under this Contract within the maximum limits set forth in this Contract and according to the budget itemized on Exhibit B. The Agency shall request prior approval from KCHA whenever the Agency desires to amend its budget by transferring funds among the budget categories.
6. **Premises.** KCHA does hereby agree to lease to the Agency for use as a police substation the following described real estate located at: Ballinger Homes, 2200 NE 201" Pl., Seattle, WA 98155
 - A. Premises Responsibilities of KCHA. KCHA shall be responsible for financial management, physical management and maintenance, and other management tasks as set forth in Appendix 1.
 - B. Premises Responsibilities of the Agency. The Agency shall be responsible for financial management, physical management and maintenance, and other management tasks as set forth in Appendix 1.
7. **Rent.** KCHA shall provide to the Agency the premises described herein at no cost. The consideration will be public services the Agency will provide KCHA.
8. **Duration of Contract.** The Contract shall be in full force and effect for a period commencing October 1, 2001, and ending September 30, 2003.
9. **Contract Modifications.**
 - A. Only KCHA's Contracting Officer and the Agency have authority to modify any term or condition of this Contract. Any Contract modification shall be authorized in writing and signed by KCHA's Executive Director and the Agency.
 - B. The Contracting Officer or the Agency may modify the Contract unilaterally: (1) pursuant to a specific authorization stated in this Contract; or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in KCHA address).
10. **Dispute Resolution, Attorney's Fees and Costs.** In the event of any dispute, claim, question or disagreement arising out of or relating to this Contract or the breach thereof, the party with the contention shall immediately notify the other party in writing of its contentions and submit its claim(s). The parties hereto shall use their best efforts to settle such disputes, claims, questions or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of thirty (30) days after the initial notification of the contention, the parties agree to try in good faith to settle any dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules or another nationally recognized organization, before resorting to litigation or any other dispute resolution procedure. Each party shall pay for its own expenses in any mediation proceedings, but in any arbitration or litigation proceeding which ensues if neither negotiation or mediation have been successful, the prevailing party shall recover its reasonable attorneys' fees and costs incurred therein, which shall be included in the judgment or award entered in the matter. It is agreed that the venue of any legal action brought under the terms of this Contract will be in the county in which the premises are situated.
11. **Termination for Convenience and Default**
 - A. KCHA may terminate this contract in whole, or in part, for KCHA's convenience or the failure of the Agency to fulfill the contract obligations (default) giving the Agency thirty (30) days written notice. KCHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Agency shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KCHA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
 - B. KCHA shall be liable only for payment for services rendered before the effective date of the termination.
 - C. Any disputes with regard to this clause are expressly made subject to the terms of clause titled "Dispute Resolution, Attorney's Fees and Costs" herein.
 - D. Agency may terminate this contract in whole, or in part, for Agency's convenience by giving KCHA thirty (30) days written notice.

12. Surrender of Premises.

- A. At the end of the term of this Contract or any extension thereof or other sooner termination of this Contract, the Agency will peaceably deliver up to KCHA possession of the premises in as clean and orderly a condition as when the Agency took possession (see Appendix 1), except for ordinary wear and tear, damage by fire, earthquake, act of God or the elements alone. The Agency will deliver all keys to the premises to KCHA. The Agency at Agency's expense will remove Agency's goods and effects and trade fixtures, and those of its agents, subcontractors or invitees, and the Agency will repair any damage resulting from such removal.

13. Subletting, Assignment and Subcontract of Contract. The Agency shall not sublet the whole or any part of the premises, nor assign or subcontract its rights or delegate its duties under this Contract or any interest thereof, without the prior written consent of KCHA, which consent shall not be unreasonably withheld, in accordance with the Clause entitled "Contract Modifications" herein. Any attempted subletting or assignment without the Agency first obtaining such prior written consent shall be void and shall constitute a material breach under this Contract subject to the Clause entitled "Termination for Convenience and Default" herein. The Agency shall provide the Contracting Officer and KCHA Area Manager biannually with:

- A. A complete current list of all agencies regularly using the premises to provide services to residents and a description of those services.
- B. A monthly schedule of all activities provided in the facilities.

14. Examination and Retention of Agency's Records and Reporting

- A. KCHA, HUD or Comptroller General of the United States, or any of their duly authorized representatives shall, until 6 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- B. The Contractor agrees to include in its subcontracts under this Contract a clause substantially the same as Paragraph A above.
- C. The periods of access and examination in paragraphs A and B above for records relating to (1) appeals under the clause titled Dispute Resolution, Attorney's Fees and Costs, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which KCHA, HUD or Comptroller General of the United States, or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.
- D. The Agency shall submit monthly program accomplishment reports which compare actual vs. projected accomplishments and expenditure rates. Projected performance measures and expenditure are listed on Exhibit C. This report shall be submitted monthly, along with the Agency's request for reimbursement which shall be submitted on the Agency's letterhead.

15. Organizational Conflicts of Interest

- A. The Agency warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a Agency's organizational, financial, contractual or other interests are such that:
- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The Agency's objectivity in performing the contract work may be impaired.
- B. The Agency agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/ delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Agency has taken or intends to take to eliminate or neutralize the conflict. KCHA may, however, terminate the contract or task/delivery order for the convenience of KCHA if it would be in the best interest of KCHA.
- C. In the event the Agency was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, KCHA may terminate the contract for default.
- D. The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Agency. The Agency shall include in such

subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

- 16. Interest of Members of Congress.** No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- 17. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees.** No member, officer, or employee of KCHA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which KCHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.
- 18. Equal Employment Opportunity.** During the performance of this contract, the Agency agrees as follows:
- A. The Agency shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 - B. The Agency shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
 - C. The Agency shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - D. The Agency shall, in all solicitations or advertisements for employees placed by or on behalf of the Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - E. The Agency shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Agency's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - F. The Agency shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - G. The Agency shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Agency shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - H. In the event of a determination that the Agency is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Agency may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246 as amended. In addition, sanctions may be imposed and remedies invoked against the Agency as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - I. The Agency shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Agency shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Agency may request the United States to enter into the litigation to protect the interests of the United States.
- 19. Dissemination or Disclosure of Information.** No information or material shall be disseminated or, disclosed to the general public, the news media, or any person or organization without prior express written approval by KCHA.

20. **Agency's Status.** It is understood that the Agency is an independent contractor and is not to be considered an employee of KCHA, or assume any right, privilege or duties of an employee, and shall save harmless KCHA and its employees from claims suits, actions and costs of every description resulting from the Agency's activities on behalf of KCHA in connection with this Contract.
21. **Other Agencies.** KCHA may undertake or award other contracts for other services at or near the site(s) of the work under this contract. The Agency shall fully cooperate with the other agencies, KCHA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the other services, heeding any direction that may be provided by the Contracting Officer. The Agency shall not commit or permit any act that will interfere with the performance of work by any other Agency or KCHA employee.
22. **Liens.** The Agency is prohibited from placing a lien on KCHA's property.
23. **Training and Employment Opportunities for Residents In the Project Area** (Section 3, HUD Act of 1968; 24 CFR 135)
- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - B. The parties to this contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - C. The Agency will send to each labor organization or representative of workers with which the Agency has a collective bargaining agreement or other contract or understanding, if any, a notice advising the organization of the Agency's commitments under this clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - D. The Agency will include this clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR part 135. The Agency will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of these regulations and will not award any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - E. Compliance with the provisions of section 3, the regulations set forth at 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which the Federal assistance is provided, and to such sanctions as are specified by 24 CFR part 13.5.
24. **Indemnification and Hold Harmless.**
- A. KCHA and the Agency mutually agree that in any and all causes of action and/or claims, or third party claims, arising under the terms, activities, use and/or operations of this Agreement, including the premises, each party shall be responsible to the other only to the extent of its comparative fault in causing alleged damages or injuries. Each party agrees to indemnify the other to the extent of the indemnitor's proportional share.
 - B. As to any and all causes of actions and/or claims, or third-party claims, arising under the sole fault of a party to this Agreement, said party shall have a duty to defend, save, and hold the other party harmless, and upon failure to do so, said party shall pay reasonable attorney's fees, costs, and expenses incurred by the other party to this Agreement in defense of said claims and/or actions. The foregoing indemnity is

specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

- 25. Insurance.** The Agency shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Agency's operation and use of the leased premises. All 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.
- A. The Agency and each subcontractor shall furnish KCHA with certificates of insurance with endorsements showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with Washington Workers' Compensation laws.
 - (2) Commercial General Liability coverage with a minimum coverage of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this premises or the general aggregate limit shall be twice the required occurrence limit.
 - (3) Property Insurance against all risk of loss to any KCHA property: Full replacement cost with no coinsurance penalty provision.
- B. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- (1) KCHA, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the Agency.
 - (2) The Agency's insurance coverage shall be primary insurance as respects KCHA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by KCHA, its officers, officials, employees or volunteers shall be excess of the Agency's insurance and shall not contribute with it.
 - (3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to KCHA.
 - (4) Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Contract.
- C. Certificates of Insurance with endorsements as required by Paragraphs A and B above shall be delivered to KCHA before execution of this Contract.
- D. KCHA acknowledges, accepts, and agrees that the Agency is self-insured under K.C.C. 4-12 that provides liability protection for the Agency. The Agency's continued status as a self-insured under K.C.C. 4-12 shall constitute full satisfaction of the insurance requirements of subparagraphs A, B, C above. The Agency shall deliver a synopsis of coverage to KCHA before execution of this Contract.
- 26. Grievance Procedure.** The Agency must have a written client grievance procedure; a copy of which shall be available in the client's language.
- 27. Employee and Volunteer Prerequisites.**
- A. The Agency shall secure signed volunteer release forms (Exhibit D) for all on site volunteers and shall provide notification to KCHA prior to volunteers entering KCHA properties or communities. The Agency shall maintain a current file of volunteer release forms.
 - B. The Agency assumes responsibility for screening all employees and volunteers who come in contact with vulnerable children and adults as per RCW 43.43.830 - 43.43.842, 74.15.010- 74.15.030 or any other industry standard.
- 28. Future Support.** KCHA makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein.
- 29. Severability.** If any portion of this Contract is void or unenforceable, it shall be deemed excised and the remaining portions of the Contract shall be given full force and effect.

30. **Integration and Merger.** This Contract, including attachments and documents incorporated herein by reference, contains all covenants and Contracts between KCHA and the Agency relating in any manner to the contracted services, leasing, occupancy and use of the premises and Agency's use of the building and other matters set forth in this Contract. No prior contracts or understanding pertaining to the same shall be valid or of any force or effect and the covenants and contracts of this Contract shall not be altered, modified or added to except in writing signed by KCHA and the Agency pursuant to the Clause entitled "Contract Modifications" herein. The rights and remedies afforded to either party pursuant to any part or provision of this Contract are in addition to any other rights and remedies afforded by any other parts or provisions by the Contract, by law, or otherwise.

31. **Notices.** Any notices required or permitted by this Contract shall be in writing and shall be either personally delivered or sent by first-class mail, postage prepaid, certified with return receipt requested, and addressed to the parties as follows:

A. Notices to KCHA shall be sent to the following address:

Stephen Norman, Executive Director
King County Housing Authority
600 Andover Park West
Seattle, WA 98188

B. Notices to the Agency shall be sent to the following address:

Captain Bruce Kalin, Contract Services Section
King County Sheriff's Office
516 Third Avenue, Room W-150
Seattle, WA 98104

IN WITNESS WHEREOF, KCHA and the Agency signing this Contract warrant and represent for themselves and for their respective organizations that they are duly authorized to sign this Contract, and that upon such signing their respective organizations are bound thereby.

THE AGENCY
King County Sheriff's Office

KCHA
King County Housing Authority

Ron Sims
King County Executive

Date

Stephen J. Norman
Stephen J. Norman
Executive Director
Date

David G. Reichert
King County Sheriff

Date

Norm Maleng
King County Prosecuting Attorney

Date

11-2-04 FOR:

11386

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APPENDIX 1

The following sets forth the roles and responsibilities of the KCHA and the Agency for the premises the KCHA will be providing at Ballinger Homes, 2200 NE 201" Pl. in Seattle Washington, 98155.

1. **Definitions.** The following definitions are applicable to this Contract:
 - A. "Repair" means the correction of any malfunction or deficiency of equipment, systems, fixtures, attachments, or hardware in the building or home.
 - B. "Replacement" means that when repair does not correct the malfunction or deficiency of equipment, systems, fixtures, attachments, or hardware, actual replacement of the deficient item or system will occur.
 - C. "Maintenance" means the proper upkeep of any part of a unit or building to ensure its ongoing operation and attractiveness in the community's interest.

2. **Taxes and Utilities.** The KCHA shall pay the cost of reasonable utilities including heat, lights, water, sewer and garbage. The 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 the Agency.

3. **Security System Costs.** The Agency shall be responsible for all costs incurred by the installation and maintenance of a security / alarm systems installed to protect the premises. The security / alarm systems code for entry shall be provided to the KCHA's Area Manager and Maintenance Supervisor for emergency access to the premises.

4. **Maintenance/Damages.**
 - A. The Agency agrees to maintain the premises in a manner that does not create any health and/or safety hazards for residents or the surrounding community.
 - B. The Agency shall provide janitorial services to the premises and shall maintain the premises in a reasonable state of cleanliness and repair, EXCEPT THAT the KCHA shall provide heavy janitorial services in accordance with a schedule agreed to by both parties. The KCHA shall also maintain the surrounding grounds and parking lot, except that Agency is responsible for removal of weeds or planting of flowers.
 - C. The Agency shall be responsible for any and all damage to the premises resulting from its activities beyond ordinary and reasonable wear and tear caused by acts of the Agency, its agents, subcontractors or invitees. The KCHA shall repair such damage as may occur or make such repairs as are requested by the Agency provided that the KCHA shall present the Agency with an itemized bill for such repairs for which the KCHA believes the Agency to be responsible. Such bills shall reflect the costs actually incurred by the KCHA including overhead expenses. The Agency agrees to pay or secure a mutually agreeable payment schedule within 30 days of the written receipt of the amount owing.
 - D. Repair and replacement shall not include the Agency's equipment and machinery.
 - E. The KCHA agrees to maintain and repair the roof, outside walls, floors and structural part of said premises, provided that any damage to the roof, outside walls, floors and structure caused by acts of the Agency, its agents, subcontractors or invitees, shall be repaired by the KCHA and billed to the Agency.
 - F. The KCHA shall be responsible for pest (e.g., rodents or insects) control provided that the Agency prepares the premises for actions required for such control. This responsibility shall not obligate the KCHA to additional pest control expenses beyond normal KCHA levels if pest control problems are caused by a general lack of cleanliness and appropriate storage of food by the Agency.
 - G. In the event the premises are damaged to such an extent as to render them uninhabitable in whole or in part and KCHA elects to repair or rebuild, the work shall be prosecuted without unnecessary delay. If after a reasonable time the KCHA fails to proceed to repair or rebuild, the Agency shall have the right to declare this Contract terminated by written notice served on the KCHA. In the event the building, in which the premises are located, shall be destroyed or damaged to such extent that in the opinion of the KCHA it shall not be practical to repair or rebuild, it shall be optional with KCHA to terminate this Contract by written notice to Agency within twenty days after such damage or destruction.

5. **Inspections.**
 - A. The Agency agrees to implement adequate steps to ensure completion of routine inspection of systems, including but not limited to: smoke alarms, heating/furnace equipment.
 - B. The KCHA's agents may enter the premises covered by this Contract at reasonable times and intervals to make such inspections as KCHA shall consider necessary, to effect any improvements or repairs considered appropriate, to identify unsafe conditions and to ascertain compliance with the Basic Conditions and Standards herein. Except in cases of emergency, the KCHA shall consult with Agency and, insofar as possible, make such inspections and repairs at mutually convenient times. The KCHA shall have the right of inspection upon written two (2) days notice for the semi-annual building inspections and repairs as requested by the Agency. The KCHA reserves the right to repair and bill the Agency for actual costs of repairs caused by the action or inaction of the Agency, its agents, subcontractors or invitees.
6. **Fixtures.** All fixtures attached to the premises solely by the Agency may be removed by the Agency at any time provided (a) that the Agency shall restore the premise to their condition prior to the installation of the fixtures, normal wear and tear excepted; (b) the Agency shall not then be in default; and (c) that the removal will be made on or before the expiration of the term or any extension thereof.
7. **Signs.** The KCHA shall provide directional signs for the Agency in the lobby and at the premises, as mutually agreed upon. All other signs placed by the Agency on or about the premises shall be subject to the KCHA's prior written approval.
8. **Improvements and Alterations to Premises.** Any improvements, alterations or remodeling to or upon the premises shall be made at the sole expense of the Agency, but only after obtaining the prior written consent of the KCHA. Such statement of consent shall not be unreasonably withheld, but may include such appropriate conditions as KCHA may require. The Agency agrees to accept the decision of the KCHA in determining which alterations must be restored to their original condition upon termination of occupancy and to pay the cost of such restoration of alterations, provided such determination shall be explicitly stated in the KCHA's consent for such alterations.
9. **Common Areas.** The premises is a part of a complex which may be occupied by other agencies and tenants. The Agency agrees to conform to rules and regulations that apply to all common areas (i.e., disposition of rotten food, excess boxes, crates, etc.), in conformity with local housing codes, KCHA policies and standard practices, and the Basic Conditions and Standards herein, including the observation of fire-safety precautions and the participation in an annual fire-safety training.
10. **Quiet Enjoyment.** The KCHA covenants and agrees that the Agency, upon performance of all the Agency's obligations under this Contract, shall lawfully and quietly hold, occupy and enjoy the premises during the term of this Contract without disturbance by the KCHA or by any person having title paramount to the KCHA's title or by any person claiming under the KCHA, subject to the other terms and provision of this Contract and subject to all mortgages, underlying leases and other underlying matters of record to which this Contract is or may become subject to and subordinate.
11. **Eminent Domain.** Should the premises or any portion thereof be taken for public use by right of eminent domain with or without litigation, any award for compensation and/or damages, whether obtained by agreement prior to or during the time of trial, or by judgment or verdict after the trial, applying to the leasehold estate created hereby other than that portion of said award, if any, based upon a taking of the Agency's leasehold improvements or affixtures, shall belong and be paid to the KCHA, and the Agency hereby assigns, transfers, and sets over to the KCHA all of the right, title, and interest which it might otherwise have therein. In the event that the portion of the premises so taken shall be more than twenty-five percent (25%) of the entire area leased by the Agency, the Agency shall have the option, to be exercised by written notice given to KCHA within thirty (30) days after the date of notice of the taking, to terminate this Contract.
12. **Subordination.** This Contract shall be subordinate to all mortgages, deeds of trust and other security instruments now affecting the premises. At the option of the KCHA, this Contract shall also be subordinate to any future such liens and encumbrances, provided that the secured party shall agree to recognize this Contract in

the event of foreclosure if the Agency is not in default. The Agency agrees to execute, acknowledge and deliver to the KCHA on demand such further written instruments evidencing such subordination in compliance with this Clause as may be requested by the KCHA. The failure of the Agency to deliver such instruments shall constitute a material breach under this Contract subject to the Clause entitled "Termination for Convenience and Default" herein.

13. **Successors and Assigns.** All of the conditions and provisions of this Contract shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the KCHA and the Agency.
14. **Basic Conditions and Standards.** Basic standards for premise upkeep include, but are not limited to, the following:
- A. **Housekeeping Standards - Inside the Premises/Unit:**
- General -
- Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints. Floors: should be clean, clear, dry and free of hazards.
 - Ceilings: should be clean and free of cobwebs and hazards.
 - Windows: should be clean. Windows shall be intact and not nailed shut - proper locking devices shall be installed and in proper working condition. Shades or blinds should be intact.
 - Woodwork: should be clean, free of cuts, gouges, or scratches.
 - Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Exterior doors shall have properly working locks and be weather-tight.
 - Heating units: should be dusted and access should be uncluttered. Furnace: cleaning and replace furnace filters every six months. Trash: should be disposed of properly and not left in the unit.
 - Fire Alarm/Safety systems (i.e. smoke alarms, etc.): shall be kept in proper working order; replace batteries as necessary. Inspections should be completed at least twice yearly.
 - Lighting: shall be maintained in proper working condition, lights bulbs replaced as needed. Plumbing: shall be in good working order and free of leaks/ drainage problems.
 - Structure should be sound and free of dry rot or other structural deficiencies. Entire unit shall be free of rodent or insect infestation.
- Kitchen -
- Stove/Oven: should be clean and free of food and grease and shall be kept in proper working order.
 - Refrigerator: should be clean and shall be in proper working order. Freezer door should close properly and freezer should have no more than one inch (1") of ice build-up.
 - Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
 - Exhaust Fan: shall be in proper working order, free of dust and grease.
 - Sink: shall be clean, free of grease and garbage. Dirty dishes should be washed and put away. Garbage disposal, if applicable, should be in proper working condition.
 - Food storage areas: should be neat and clean without spilled food.
 - Trash/Garbage: should be stored in a covered container until removed to the exterior disposal area.
- Bathroom -
- Toilet and tank: shall be in proper working condition, clean and odor free.
 - Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place and of adequate length to ensure water is not spilled from shower.
 - Exhaust fan: should be working properly and free of dust.
 - Sink: should be clean. Shall be free of hazards and in proper working condition.
- Storage Areas -
- Closets and other storage areas should be neat and clean. Areas shall be free of safety hazards. Items will not be stored in or around hot water heater and furnace. Sufficient access to water and space heating equipment will be maintained to allow for necessary repairs and maintenance. Flammable items will not be stored within the dwelling unit, on patios, carports or storage units.

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B. Housekeeping standards - Outside the Premises/Grounds:

- Yard/ Flower beds: shall be maintained on a regular basis, kept free of debris, trash and overgrowth.
- Porches, Steps and Sidewalks: shall be kept clean and free of hazards. Any items stored outside shall not impede the access or egress from the unit.
- Storm Doors: should be clean, with glass and screen intact.
- Parking: shall be kept clean and free of hazards. Only minor car repairs should be completed on site - waste shall be disposed of in a proper receptacle and manner. Abandoned and/or inoperable vehicles should not be kept on the premises.
- Gutters shall be kept free of debris.

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**EXHIBIT A:
SCOPE OF WORK, KING COUNTY SHERIFF'S OFFICE**

County responsibilities: In consideration of the promises by the KCHA previous set forth herein, the Agency promises to:

- A. Beginning October 1, 2001, continue to provide additional Law Enforcement Service within Ballinger over and above the same level, degree and type as is customarily provided by the Agency in its rendition of law enforcement service in unincorporated King County, during such hours of the day as are agreed upon quarterly between the KCHA and the Agency; provided that the officers shall remain at Ballinger and the area immediately surrounding, throughout the hours agreed upon in accordance with this agreement, unless emergent circumstances require otherwise. The officers shall work two-to-four hour shifts, singly or in pairs, and shall work vehicular patrol, foot patrol, bicycle patrol, plain clothes, or proactive patrol.
- B. Provide the KCHA routinely at the end of each shift with a report of officers' activity at Ballinger, including a log of hours spent in rendering law enforcement service; however, not including any privileged or confidential investigatory information, and exceptionally on the next business day in the event of a major incident.
- C. Furnish all personnel and any and all other things necessary to accomplish the levels of Law Enforcement Service herein before described.

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**EXHIBIT B:
PROJECT BUDGET AND PAYMENT SCHEDULE
BALLINGER HOMES
CONTRACT TERMS OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2002.**

- 1. Compensation and method of payment:**
 - A. The KCHA agrees to disburse the sum due at the end of each month during the term of this agreement, based on monthly billing by the Agency calculated on the number of officer hours spent at the appropriate overtime rate for that officer.
 - (1) The monthly billing shall be based on the actual overtime rate for each officer.
 - (2) For purposes of estimating, the Agency agrees to provide the KCHA with an estimate of an average officer's overtime rate each year.
 - B. The total amount for the contract year shall not exceed thirty five thousand and no/ 100 dollars (\$35,000).

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EXHIBIT C

2002 034

KING COUNTY HOUSING AUTHORITY
600 ANDOVER PARK W. * TUKWILA, WASHINGTON 98188
PHONE (206) 574-1100 * FAX (206) 574-1104

RELEASE FOR VOLUNTEER PROJECT

For and in consideration of my participation in the _____ project to be held on _____, I do hereby waive, release, and discharge any and all claims for damages against any person or entity in any way involved in the project including, but not limited to, the King County Housing Authority, Tukwila, Washington, which in any way may arise from my participation in said project.

I fully understand and appreciate the risks involved in my participation and hereby assume those risks and release all persons or entities described above who might be liable to me for damages. I acknowledge that this project is not the business of the Housing Authority and any injury claims will be processed under my own health insurance and not assumed under Industrial Insurance. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs, successors, and assignees.

This is intended to afford King County Housing Authority the maximum protection allowed by law. If any portion of this exculpatory clause is void and unenforceable, that portion shall be deemed excised and the remaining portions of the clause shall be given full force and effect.

Signature/Printed Name

Date

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CONTRACT FOR SOCIAL SERVICES AND PREMISES
BETWEEN KING COUNTY HOUSING AUTHORITY
AND THE
KING COUNTY SHERIFF'S OFFICE

2002 034

This Contract is entered into by and between the King County Housing Authority, hereinafter referred to as "KCHA", whose principal office is located at 600 Andover Park West, Seattle, Washington 98188-3326, and the King County Sheriff's Office hereinafter referred to as "the Agency", whose principal office is located at King County Courthouse, Seattle, WA

WHEREAS, KCHA has determined the need to have certain community policing services performed for residents, and

WHEREAS, KCHA desires to have the Agency perform such services pursuant to certain terms and conditions, now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. **Definitions.** The following definitions are applicable to this Contract:
 - A. "Agency" means the person or other entity entering into the contract with KCHA to perform all of the work required under the contract.
 - B. "KCHA" means the King County Housing Authority.
 - C. "Contract" means the contract entered into between KCHA and the contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
 - D. "Contracting Officer" means the person delegated the authority by KCHA to enter into, administer, and/or terminate this Contract and designated as such in writing to the Agency. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed Stephen Norman, Executive Director, the authorized agent of KCHA in all dealings with the Agency.
 - E. "Day" means calendar days, unless otherwise stated.
 - F. "HUD" means the Secretary of Housing and Urban Development, its delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.
2. **Contract Documents.** The provisions set forth in the Contract Documents are hereby incorporated into and made part of the Contract. The Agency acknowledges receipt and review of all Contract Documents. The Contract shall consist of the following component parts:
 - A. This Instrument;
 - B. Exhibits A, B and C
 - C. Appendix I
 - D. Any modifications duly delivered after execution of this Contract pursuant to the Clause entitled "Contract Modifications" herein.
3. **Scope of Services to be Performed by the Agency.** The Agency shall perform those services described on Exhibit A. In performing such services, the Agency shall at all times comply with all Federal, State and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection herewith.
4. **Compensation and Method of Payment.** KCHA shall pay the Agency for services rendered according to the rate and method set forth on Exhibit B. The total amount paid each year shall not exceed \$30,000.