



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 12, 2007

Ordinance 15682

Proposed No. 2007-0015.1

Sponsors Lambert

1 AN ORDINANCE authorizing the county executive to
2 enter into a contract between King County and the King
3 County Housing Authority relating to supplemental law
4 enforcement community policing services in the Ballinger
5 Homes area.

6
7

8 STATEMENT OF FACTS:

- 9 1. The King County Housing Authority desires to provide supplemental
10 community policing and law enforcement services for its residents of the
11 Ballinger Homes area.
- 12 2. The county has the resources to provide those community policing and
13 law enforcement services.
- 14 3. Participation in this agreement is to the mutual benefit of the citizens of
15 King County.

16 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY

17 SECTION 1. The county executive is authorized to execute an agreement,
18 substantially in the form attached to this ordinance, with the King County Housing
19 Authority to provide law enforcement and community policing services in the Ballinger
20 Homes area.
21

Ordinance 15682 was introduced on 1/16/2007 and passed by the Metropolitan King
County Council on 2/12/2007, by the following vote:


Yes: 9 - Mr. Gossett, Ms. Patterson, Ms. Lambert, Mr. von Reichbauer, Mr.
Dunn, Mr. Ferguson, Mr. Phillips, Ms. Hague and Mr. Constantine
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

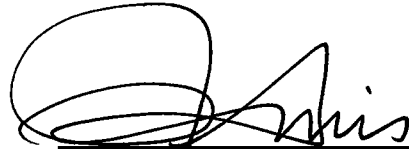

Larry Gossett, Chair

RECEIVED
2007 FEB 16 PM 1:55
KING COUNTY COUNCIL
CLERK

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 15 day of February 2007. 

Ron Sims, County Executive

Attachments A. Contract Number MR0700430--Contract for Community Policing Services
Between the King County Housing Authority and the King County Sheriff's Office

Contract Number: MR0700430



KING COUNTY HOUSING AUTHORITY

Housing Management

600 ANDOVER PARK WEST, SEATTLE, WASHINGTON

98188

PHONE (206) 574-1100 • FAX (206) 574-1104

**Contract for Community Policing Services between
the 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", and The King County Sheriff's Office, hereinafter referred to as the "Agency", whose principal office is located at King County Courthouse, 516 3rd Avenue, Room W116, Seattle, WA 98104-2312.

WHEREAS, the King County Housing Authority has determined the need to have certain community policing services performed for residents at Ballinger Homes; and

WHEREAS, the King County Housing Authority desires to have the Agency perform such services pursuant to certain terms and conditions; and

WHEREAS, the Agency has the capacity to provide such services and Ballinger Homes is located in unincorporated King County under the Agency's jurisdiction; 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. "KCHA" means the King County Housing Authority.
- B. "Agency" means the person or other entity entering into the contract with KCHA to perform all of the work required under the contract.
- C. "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.
- D. "Contract" means the contract entered into between KCHA and the Agency. It includes the contract, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, amendment, change order, or other modifications.
- E. "Contracting Officer," means the person delegated the authority by KCHA to 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.

2. **Contract Documents.** The clauses 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 applicable to the performance of services and to the premises. The Contract shall consist of the following component parts:

(A) This Instrument;

(B) Exhibits, as listed;

Exhibit A	--	Scope of Work
Exhibit B	--	Project Budget
Exhibit D	--	Insurance Requirements
Exhibit F	--	Quarterly Narrative Report
Exhibit G	--	Section 3 Certification Requirements
Exhibit G-1	--	Section 3 Certification Form (Agency)
Exhibit G-2	--	Section 3 Certification Form (Operatives)
Exhibit G-3	--	Section 3 Employment Tracking Form

(C) Any modifications duly delivered after execution of this Contract (see Section 7, Contract Modifications).

3. **Terms of the Agreement.**

- A. Duration of Contract:** The Contract shall be in full force and effect for a period commencing October 1, 2006, and ending September 30, 2007, unless sooner terminated, pursuant to Section 8, Default and Termination, herein. This contract may be extended for additional twelve (12) month periods, up to a total of thirty-six (36) months, through written amendments, change orders or other modifications to this contract. All other provisions of the original contract outside of this modification are unchanged.
- B. Scope of Services to be Performed by the Agency:** The Agency shall perform those services and reporting activities as described in Exhibit A and Exhibit F attached hereto and incorporated herein. The Agency shall furnish all equipment and supplies reasonably necessary to carry out the purpose of this Contract and shall provide the necessary personnel, supervision and programs to realize the intended purpose of the Contract. No activities other than those necessary for, reasonably related to, and associated with the purpose of this contract shall be carried out under this Contract.
- C. Compensation and Method of Payment:** KCHA shall pay the Agency for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein.
- D. 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 in Exhibit B pursuant to Section 7, Contract Modifications, herein.
- E. Employee and Volunteer Screening:** 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 equal or more stringent industry standard.
- F. Facilities.** If the Agency will be using any KCHA Facilities, including community rooms, community buildings, other public spaces and/or office space, Agency must comply with the terms outlined under the Roles and Responsibilities for Maintenance of Facilities (Exhibit E) of this Contract.

4. **Independent Contractor.** The Agency and KCHA agree the Agency is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create a relationship of employer and employee between the parties hereto. Neither the Agency nor any employee of the Agency shall be entitled to any benefits accorded KCHA employees by virtue of the services provided under this Contract. KCHA shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Agency, or any employees of the Agency.

5. **Assignment of Contract.** The Agency shall not assign or transfer any interest under any of the Contract documents without the prior written consent of the Contracting Officer.

6. **Subcontracting and Subcontractors.**
 - A. "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into with a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime Contract or a subcontract.
 - B. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Agency or another subcontractor.
 - C. The Agency shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State of Washington.
 - D. The Agency shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Agency.
 - E. The Agency shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

- F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and KCHA or between the subcontractor and HUD.
- G. The Agency shall report to KCHA any subcontracts it executes with any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Agency or another subcontractor.

7. Contract Modifications.

- A. Only the Contracting Officer, the Executive Director of KCHA, or appointed designee, has authority to draft contract modifications of any term or condition of this contract on behalf of KCHA. Final contract modifications shall be deemed approved and authorized in writing and duly signed by the Executive Director of KCHA, or appointed designee, and the authorized agent of the Agency.
- B. All modifications to this Contract which includes a change in the Total Contract Value shall be in the form of a Change Order signed by the authorized agent of the Agency and the Executive Director of KCHA, or appointed designee. All other Contract modifications shall be in the form of supplemental agreements signed by the Agency and the Contracting Officer.

8. Default and Termination.

- A. KCHA may by written notice of default to the Agency, terminate this Contract for any one of the following circumstances:
 - (1) If the Agency fails to perform any of the services or reporting activities specified in Exhibit A within the time specified here or any extension thereof; or
 - (2) If the Agency fails to perform any of the other clauses of the Contract, or so fails to make progress on the performance of any of the other clauses of the Contract as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as KCHA may authorize in writing) after receipt of notice from KCHA's Contracting Officer or Property Manager specifying such failure.

- B. In the event KCHA terminates this Contract in whole or in part for default as provided above, KCHA may procure, upon such terms and in such manner as KCHA may deem appropriate, services similar to those terminated. The rights and remedies of KCHA provided in this clause shall not be exclusive and are in addition to any other rights and remedies by law or under this Contract.
- C. The Agency shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Agency. Such causes may include, but are not restricted to acts of God, casualties, and labor disputes. If the failure to perform is caused by the default of a subcontractor, and such default arises out of causes beyond the control of both the Agency and the subcontractor, and without the fault or negligence of either of them, the Agency shall not be liable for any excess costs for failure to perform.
- D. This Contract may at any time be terminated by either party giving the other party thirty (30) days written notice specifying the nature, extent and effective date of the termination. If the Agency's insurance coverage is canceled for any reason, KCHA shall have the right to terminate this Contract immediately. Further, KCHA may terminate this Contract in whole, or from time to time in part, for KCHA's convenience, or due to changes in the availability of funding to support Contract activities. Further, the Agency may terminate this Contract in whole, or from time to time in part, for the Agency's convenience.
- E. If the termination is for the convenience of KCHA or Agency, KCHA shall be liable only for payment for services rendered before the effective date of the termination. KCHA shall not be liable for payment of any values that KCHA may realize or accrue on or after the effective date of termination, where such values (i) arise from or is generated by the services rendered before the effective date of the termination, or (ii) have monetary amount assignable to them.
- F. Upon receipt of notice of termination, the Agency shall immediately discontinue all services affected (unless the notice directs otherwise) and shall deliver to KCHA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.

9. **Waiver and Severability.**

- A. The failure or delay of either party to insist on performance of any provision of the Contract, or to exercise any right or remedy available under the Contract, shall not be

construed as a waiver of that provision, right, or remedy in any later instance. Waiver or breach of any provision of the Contract shall not be construed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract, unless the Contract is modified pursuant to Section 7, Contract Modifications, herein.

- B. If any provision of the Contract is or becomes void or unenforceable by operation of law, the remaining clauses shall be valid and enforceable.

10. **Disputes and Dispute Resolution.**

A. In the event of dispute arising under this Contract, the Agency shall immediately notify the Contracting Officer in writing of its contentions and submit its claim. Subsequent to such submission, and prior to any resolution determining otherwise or unless directed in writing by KCHA to suspend all or part of the work, the Agency shall continue its work unabated in compliance with this Contract, and such continuation shall not waive or prejudice the Agency's claim or its rights to make such claim.

B. In the event of any dispute arising out of or relating to this Contract or the default thereof, KCHA and the Agency shall use their best efforts to consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both parties within thirty (30) days after KCHA receives the submitted claim. After thirty (30) days, both parties may mutually agree to continue negotiations until a resolution satisfactory to both parties is reached, or either party may serve on the other a written mediation demand, and mediation shall be entered into. The parties shall make good faith attempts to settle any dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules or by another nationally recognized mediation organization mutually agreed upon. Each party shall pay its own expenses in any mediation proceedings. If the parties fail to settle the dispute after mediation, both parties shall have those remedies available in law.

11. **Prohibition Against Liens.** The Agency is prohibited from placing a lien on KCHA's property. This prohibition shall apply to all subcontractors at any tier and all material suppliers.

12. Indemnification and Hold Harmless.

- A. KCHA Held Harmless.** Agency shall indemnify and hold harmless KCHA and its officials, officers, agents, volunteers, and employees, or any of them (collectively and individually, "Indemnities") from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the Agency, its officers, agents, and employees, or any of them relating to or arising out of the Contract or performance of services pursuant to the Contract. In the event any suit based upon such a claim, action, loss, or damages is brought against Indemnities, the Agency shall defend the same at its sole cost and expense; provided that Indemnities reserve the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered (1) solely against the Indemnities or (2) jointly against Indemnities and Agency and their respective officers, agents, and employees, or any of them, Agency shall satisfy the same.
- B. Agency Held Harmless.** KCHA shall indemnify and hold harmless Agency and its officials, agents, and employees, or any of them (collectively and individually, "Agency Indemnities") from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of KCHA, its officials, officers, agents, volunteers and employees, or any of them relating to or arising out of the Contract. In the event that any suit based upon such a claim, action, loss, or damages is brought against Agency Indemnities, KCHA shall defend the same at its sole cost and expense; provided that Agency Indemnities reserve the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against Indemnities, or jointly against Indemnities and KCHA and their respective officials, officers, agents, volunteers and employees, or any of them, KCHA shall satisfy the same.
- C. Liability Related to KCHA Policies, Rules and Regulations.** In executing this agreement, Agency does not assume liability or responsibility for or in any way release KCHA from any liability or responsibility which arises in whole or in part solely from the existence or effect of KCHA policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such KCHA policy, rule or regulation is solely at issue, the KCHA shall defend the same at its sole expense and, if judgment is entered or damages are awarded against KCHA, Agency, or both, KCHA shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

13. Insurance.

- A. The Agency agrees to comply with the insurance requirements described in Exhibit D.
- B. The Agency hereby certifies that the Agency and each subcontractor has, and shall maintain for the duration of this Agreement, Workers' Compensation insurance in accordance with Washington Workers' Compensation laws.

14. Title to Property Acquired.

- A. Property acquired with funds received from KCHA pursuant to this Agreement that cost five hundred dollars (\$500) or more, per item, and that has a useful life of one year or more, shall become the property of KCHA and shall be considered to be only on loan to the Agency.
- B. The Agency shall use such property only for Program purposes, exercise reasonable care for its maintenance, and be responsible for any loss, damage, or disappearance. The Agency shall mark each such item of property with KCHA property tags upon acquisition; complete inventory cards in duplicate for each purchase – one for the Agency and one to be forwarded within five days of purchase to KCHA; maintain a ledger entitled "Equipment, Furniture, and Fixtures" showing expenditures for equipment and such other inventory records as may be required by KCHA, and make a physical inventory of property purchased with program funds conveyed through this Contract at least once per year and reconcile the results with the property records. Any loss, damage, or disappearance of property acquired with Program funds conveyed through this Contract shall be reported to KCHA immediately.
- C. Upon the expiration or earlier termination of this Contract, or upon the completion of the Program, all such property and all finished or unfinished documents and materials prepared by the Agency with Program funds conveyed through this Contract shall, at the option of KCHA, be considered the property of KCHA and forwarded to KCHA upon request. Any and all products, program designs, or other written materials created in whole or in part by the Agency or its agents or employees with the support of KCHA funds shall be the property of KCHA during the term of this Agreement and after its expiration or termination.

15. Section 3 Requirements.

The Agency agrees to comply with the Section 3 Certification Requirements described in Exhibit G – Section 3 Certification Requirements. Exhibit G-1 – Section 3 Certification Form (Agency), Exhibit G-2 – Section 3 Certification Form (Operatives) and Exhibit G-3 - Section 3 Employment Tracking Form.

16. Record Keeping.

A. The Agency shall maintain accounts and records in accordance with State Auditor's procedures, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Contract and other such records as may be deemed necessary by KCHA to ensure proper accounting for all funds contributed by KCHA to the performance of this Contract and compliance with this Contract.

B. These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by KCHA.

17. Audits and Inspection. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review or audit by KCHA or any other government agency so authorized by law during the performance of this contract. KCHA shall have the right to request a copy of the Agency's most recent financial statement at any time during the duration of this Contract.

18. Grievance Procedure. If available, the Agency shall provide a copy of the Agency's written client grievance procedure to KCHA within fifteen (15) days of the execution of the Contract and shall make copies of the client grievance procedure available to clients, if requested.

19. Organization 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 the 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 they discover an organizational conflict of interest with respect to this Contract, they shall make an immediate and full disclosure in writing to the Contracting Officer who 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 if it deems the action to 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. (See also Section 8, Default and Termination.)
- D.** The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the services provided by the Agency. The Agency shall include in such subcontracts and consulting agreements any necessary clauses to eliminate or neutralize conflicts of interest.

20. HUD Requirements

- A. Subcontracting with Small and Minority Agencies, Women's Business Enterprise, and Labor Surplus Area Firms:** The Agency shall take the steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms. Any subcontracts shall require prior written approval of KCHA.
- B. Equal Employment Opportunity:** During the performance of this Contract, the Agency shall not discriminate against any employee or applicant for employment

because of race, color, religion, sex, national origin, sexual orientation or disability. In addition, 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, national origin, or handicap, where with regard to handicap a reasonable accommodation can be made. 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. Interests of Members of Congress. No member of or delegate to the Congress of the United States of America 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.

D. Interest of Members, Officers, Commissioners and Employees, or Former Members, Officers and Employees. No member, officer, or employee of KCHA, no member of the governing body, and no other public official who exercises any functions or responsibilities with respect to KCHA, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

E. Limitations on Payments Made to Influence Certain Federal Financial Transactions. The Agency agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative contract; or the modification of any Federal contract, grant, loan, or cooperative contract. The Agency further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL. Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative contract.

F. Examination and Retention of The Agency's Records. KCHA, HUD, or the Comptroller General of the United States, or any of their duly authorized

representatives shall, until six (6) years after final payment under this Contract, have access to and the right to examine any of The Agency'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, provided such information is not subject to attorney-client privilege.

21. **Dissemination or Disclosure of Information.** The Agency shall not disseminate or disclose information or material concerning this project to the general public, the news media, or any person or organization without prior express written approval by KCHA, except as required by state law governing access to public records.

22. **Integration and Merger.** This Contract, including attachments and documents incorporated herein by reference, constitutes the entire agreement between KCHA and the Agency related to the subject matter of this Contract. 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 clauses by this Contract, by law, or equity or otherwise.

23. **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, certified with return receipt requested, and addressed to the parties as follows:

If to KCHA:

Mike Reilly
Director of Housing Management
King County Housing Authority
600 Andover Park West
Tukwila, WA 98188

If to Agency:

Jim Graddon
Captain, Auxiliary Services Section
King County Sheriff's Office
516 Third Avenue
Seattle, WA 98104

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

**KING COUNTY HOUSING
AUTHORITY**

KING COUNTY SHERIFF'S OFFICE

BY: _____

Mike Reilly
Director of Housing Management
600 Andover Park West
Tukwila, WA 98188

BY: _____

Ron Sims
King County Executive
701 5th Ave, Suite 3210
BOA-EX-3210
Seattle, WA 98104-7097

DATE: _____

DATE: _____

BY: _____

Sue Rahr
King County Sheriff
516 3rd Avenue, Room W-150
Seattle, WA 98104-7097

DATE: _____