



King County

Metropolitan King County Council

STAFF REPORT

Proposed No:	2020-0388	Name:	Erica Newman
---------------------	-----------	--------------	--------------

SUBJECT

Proposed Motion 2020-0388 would authorize the director of the Office of Law Enforcement Oversight (OLEO) to enter into a contract for public engagement and participation services with PRR, Inc.

SUMMARY

The proposed motion would authorize the director of the OLEO to enter into a contract for public engagement and participation services. The request for proposal was advertised on June 18, 2020 through July 9, 2020 and yielded two responses. The OLEO evaluated both responses and decided to move forward with PRR, Inc (PRR), which would assist the department with developing an Integrated Public Affairs Program that will focus on community and stakeholder engagement and public participation. The Integrated Public Affairs Program will support and promote the OLEO's strategic goals and current mission, vision, and purpose. The Scope of Work (Attachment 2) outlines the plan for developing the Integrated Public Affairs Program, which is discussed in detail in the analysis section of this report.

As outlined in OR 1-020.C, in the council's organization motion compilation, the council must approve the execution of any consultant contract within the legislative branch that is in excess of \$50,000 in value. According to Services Contract # 6194003, the contract with PRR is for the amount of \$140,000 and expires on December 31, 2021.

The Council's Legal Counsel has reviewed the contract and identified no issues.

BACKGROUND

In 2006, the Office of Law Enforcement Oversight (OLEO) was established to represent the interests of the public and increase confidence in King County police services through independent civilian oversight of the sheriff's office and all of its employees. The OLEO is an investigative agency, and under Section 265 of the King County Charter, the Council was mandated to establish, by ordinance, the Office of Law Enforcement Oversight to be included within the legislative branch. In October 2006, the executive signed Ordinance 15611, which codified the Office of Law Enforcement Oversight's roles, responsibilities and authorities under K.C.C. 2.75.

According to K.C.C. 2.75.040, “in order to instill confidence and public trust in the fairness and integrity of the police accountability system, the sheriff’s office and its employees, the oversight office shall have the authority to conduct community outreach and engagement activities,” among other duties.

The OLEO staff partnered with the Procurement and Payables Section of the Finance and Business Operations Division to engage in a competitive bidding process, utilizing the County’s procurement procedures outlined in K.C.C. 2.93, to select a contractor to provide public engagement and participation services.

ANALYSIS

Proposed Motion 2020-0388, which would authorize the director of the OLEO to enter into a contract for public engagement and participation services with PRR, Inc (PRR), was introduced on October 27, 2020.

According to the OLEO, the office currently does not have a communications or engagement model, or an implementation plan that would integrate engagement into the OLEO’s daily work, strategic goals, and objectives as outlined in K.C.C. 2.75. According to OLEO, a communications or engagement model and an implementation plan are essential tools in assisting the communities served by King County Sheriff’s Office (KCSO) and the OLEO.

According to the Scope of Work, the OLEO has selected PRR to develop an Integrated Public Affairs Program that will focus on community and stakeholder engagement and public participation. The Public Affairs Program will support and promote the OLEO’s strategic goals and current mission, vision, and purpose. The OLEO staff noted that having a communications and engagement model will allow the department to co-create goals, priorities, and develop recommendations for systemic change for communities served by the KCSO.

According to the request for proposals (RFP# 1137-20-VLN), the advertisement period was June 18, 2020 through July 9, 2020 for a Public Engagement and Participation Program Consultant. The OLEO noted that the RFP process yielded two responses, both were evaluated by the OLEO staff utilizing the County’s procurement procedures outlined in K.C.C. 2.93 and PRR Inc. was selected as the final candidate.

The contract with PRR will assist the department in delivering on its authority and responsibilities as outlined in K.C.C. 2.75., which includes community engagement, Equity and Social Justice, and King County Strategic Plan principles, policies, and practices. The contract includes a scope of work that describes the details on how PRR will work with the OLEO to achieve the objectives listed below:

- Advance the goals of oversight in regard to the OLEO’s work to improve the policies, practices, and protocols of the KCSO to improve outcomes and public trust;
- Ensure engagement and public participation opportunities align with and advance King County’s Strategic Plans, goals and objectives;

- Develop full analysis (using qualitative and quantitative data) of community groups, stakeholders, and directly and indirectly impacted populations served by the KCSO and the OLEO who should feel invited and empowered to shape decisions by King County that impact them;
- Ensure consultative, collaborative, capacity-building, and other public input and participation activities are focused – the activities and tactics specified through this effort will be informed by or cocreated with the community and provide for meaningful engagement that is inclusive, accessible, and context appropriate;
- Contextualize the OLEO’s systemic change role on behalf and in partnership with the public;
- Ensure all engagement tools and methods further community capacity to forge shared interests and beliefs, address needs and concerns, and build the communities capacity to advocate for their interests to the OLEO, the King County Council, the Sheriff’s Office, and other elected, appointed, or empowered decision-makers;
- Develop public engagement and participation plans and programs that provide guidance for how to scope and scale the work based on the OLEO’s limited resources and address the OLEO’s primary value areas –work by oversight activity, goal, or program area; and
- Ensure engagement and participation serve to advance the OLEO’s Theory of Change and purpose, mission, and vision.

Council policy staff inquired if additional staff support would be needed to carry out the Integrated Public Affairs Program and the OLEO stated:

“OLEO’s approach to planning this body of work is to develop mechanisms and methods to achieve outcomes utilizing available resources. The contracts preserve funds to support implementation, but that will require pacing and scaling the work to current and future staffing levels. OLEO currently has a temporary employee and a 1.0 FTE serving the needs of the public affairs program, funds for the temporary employee will be exhausted prior to completion of the contract and at the point we will scale the project for the remaining 2021-2022 biennium so that it is workable with our current staffing levels”.

Additionally, Council staff inquired if additional funding would be needed to support the Public Affairs Program in the future and received the following response:

“OLEO’s calculation shows this work will enable delivery of key external relations activities over the 2021-2022 biennium; however, the intent is to co-develop a public affairs program with the community, therefore that process may identify high priority work that the OLEO is currently not doing. Should that occur we will either value-assess and reprioritize work or look for alternative funding options. The current resources requested are to fund planning and implementation during the next (21/22) biennium.”

As outlined in OR 1-020.C, the council's organization motion compilation, the council must approve the execution of any consultant contract within the legislative branch that is in excess of \$50,000 in value. According to Services Contract #6194003, the contract with PRR Inc. is for the amount of \$140,000 and expires on December 31, 2021.

The Council's Legal Counsel has reviewed the contract and identified no issues.

INVITED

- Adrienne Wat, Interim Director, Office of Law Enforcement Oversight
- Jenna Franklin, Community Engagement Manager, Office of Law Enforcement Oversight

ATTACHMENTS

1. Services Contract
2. Scope of Work



Services Contract

THIS CONTRACT # 6194003 ("Contract") is entered into by **KING COUNTY**, Washington, a political subdivision of the State of Washington (the "County"), and **PRR** (the "Contractor"), whose address is 1501 Fourth Ave., Ste. 550, Seattle, WA 98101. The County is undertaking certain activities related to, Public Affairs – Community Engagement and Public Participation and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. CONTRACT DOCUMENTS

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

1. Contract Amendment(s)
2. Contract, which consists of this page, the Terms and Conditions, and the following:
 - Scope of Work Exhibit A
 - Price Attachment..... Exhibit B
 - Certificate(s) of Insurance and Policy Endorsement Exhibit C

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire on **12/31/2021**, unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

End date for work: **12/31/2021**

III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract in an amount not to exceed **\$140,000**

PRR, Inc

KING COUNTY

Authorized Signature

Authorized Signature

Claudia Balducci, Councilmember

Name and Title (Print or Type)

Name and Title (Print or Type)

Date Accepted: _____

Date Accepted: _____

Approved as to form only:

King County Prosecuting Attorney

TERMS AND CONDITIONS

SECTION 1 DEFINITIONS

1.1 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

ACCEPTANCE OR ACCEPTED -	A written determination by the County that the Contractor has completed the Work in accordance with the Contract.
CONTRACT AMENDMENT -	A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.
CONTRACTOR -	The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.
DAY -	Calendar day.
KCC -	The King County Code.
MEASURABLE AMOUNT OF WORK -	A definitive allocation of an employee's time that can be attributed to Work performed under this Contract, but that is not less than a total of one hour in any one week period.
PERSON -	Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.
PROJECT MANAGER -	The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.
RCW -	The Revised Code of Washington.
SCOPE OF WORK (SOW) -	An exhibit to the Contract consisting of a written description of the Work to be performed.
SUBCONTRACTOR -	The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.
WORK -	Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

SECTION 2 GENERAL PROVISIONS

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Acceptance of Work

Upon completion of the Contract or a purchase order issued under the Contract, the Contractor shall give the County written "notice of completion" of Work. The County shall review the Work for Acceptance. In addition, the County may Accept Work by phase or milestone. In such case, the Contractor will give the County written "notice of completion" of Work related to a specific phase or milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

2.3 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.4 Contractor Name or Tax Structure Change

If at any time during the Contract term the Contractor experiences a change in its name or federal tax status either through acquisition, novation, assignment, re-organization or some other change that affects its Taxpayer Identification Number (TIN) or Tax Reporting Name, it shall notify King County immediately upon the information becoming publicly available. This notification shall be sent by the Contractor to the current King County buyer via email along with:

- A. Any official announcements from the firm's representative(s) regarding the changes;
- B. A new King County W-9, located at:
<https://www.kingcounty.gov/~media/depts/finance/procurement/forms/KC-W9.ashx?la=en>. Instructions for completing the document can be found at:
https://www.kingcounty.gov/~media/depts/finance/procurement/forms/KC-W9_Instructions_for_Business.ashx?la=en
- C. A current statement, listing of unfilled orders and electronic versions of all outstanding invoices and credit memos at the time of the change shall be provided to the buyer as soon as possible.

Any delay on the part of the Contractor to provide these items to the buyer may result in the delay of payment and orders. The County may create a new contract number to replace the existing one. All future orders and Contracts Amendments will reference the new contract number.

2.5 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County OLEO, 810 3rd Ave, Suite 705, Seattle, WA 98104. All invoices shall contain the following information:

- A. Invoice date;

- B. Purchase order number (if provided by King County)
- C. Ship to address/location
- D. Remit address
- E. Item number(s)
- F. Description of supplies or services
- G. Quantities
- H. Unit prices
- I. Subtotal and totals amount
- J. Discount terms or amount, if applicable
- K. Applicable sales tax with correct tax rate based on destination

For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in **Exhibit B**, or if not used as part of this Contract, then the current price list for this Contract approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

2.6 Purchasing Card (P-Card) Acceptance

The Contractor agrees to accept the County's authorized VISA P-Card or other P-Card types as a method of payment whenever possible. Price change(s) or additional fee(s) may not be assessed when accepting the P-Card as a form of payment. Prompt pay discounts shall apply to payments made by P-Cards.

2.7 Pricing

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the county. The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.8 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County

may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.9 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.9, Contract Amendment.

2.10 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.11 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	CONTRACTOR
Jenna Franklin	Brett Houghton
	PRR, Inc
810 3 rd Ave, Ste. 705	1501 Fourth Ave., Ste. 550
Seattle, WA 98104	Seattle, WA 98101
206-263-3789	bhoughton@prrbiz.com
Jenna.franklin@kingcounty.gov	206.462.6377

2.12 Certification Regarding Debarment, Suspension and Other Responsibility Matters

If this Contract is a covered transaction for purposes of federally funded grant requirements, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in

addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION 3 LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work provided by or on behalf of the Contractor. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Insurance Requirements

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions, will be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than,

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations
2. Professional Liability, Errors and Omissions: \$2,000,000 Per Claim and in the Aggregate
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: \$2,000,000

B. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

All Liability Policies except Workers Compensation and Professional Liability:

1. The County, its officers, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

All Policies:

- a. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- b. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall

not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor

- c. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the County.
- d. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

C. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.

D. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

SECTION 4 CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.
- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
 - 1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.

2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
 3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.
- C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
 2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
 3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.
- D. King County Consultant Disclosure - In accordance with King County Code 3.04.120, as a condition of award of a professional or technical services contract valued at \$50,000 or more, the Contractor agrees that, unless otherwise specified, any information required to be disclosed below shall cover the period twenty four months before and including the date of filing the sworn statement.
1. No County employee or any member of the County employee's immediate family holds an office or directorship in the Contractor;
 2. No County employee or any member of the County employee's immediate family has a financial interest in the Contractor as identified below:
 - a. Ownership of over five percent of the stock or other form of interest in the Contractor; and
 - b. Receipt of any compensation, gift or thing of value from the Contractor;
 3. No officer or director of the Contractor has had a position on any County board or commission, whether salaried or unsalaried, in the five years immediately preceding the present Contract.
 4. Absent authorization for alternative compliance as referenced below, failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

5. Any other information known to the Contractor about any interest or relationship whatsoever between any County employee, including any member of his or her immediate family, and the Contractor, other than what is designated above.
6. Alternative Compliance. If a Contractor is seeking authorization from King County for alternative compliance with the requirements of the King County Consultant Disclosure, the Contractor must complete and return a King County Consultant Disclosure Form to King County. The Consultant Disclosure Form can be found at: <http://www.kingcounty.gov/~media/depts/executive-services/risk-management/documents/financial-disclosure-consultant.ashx?la=en>
7. All contracts between the Contractor and the County in the five years immediately preceding the presently contemplated contract, including the amount of money paid by the County to the Contractor, is maintained by Procurement & Payables.

SECTION 5 RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

If the Contractor expended a total of \$750,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$750,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

SECTION 6 INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

6.2 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

6.3 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its

confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

SECTION 7 NONDISCRIMINATION AND PAYMENT OF A LIVING WAGE

7.1 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Nondiscrimination in Subcontracting Practices

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

D. Compliance with Laws and Regulations

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the

requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

E. Small Contractors and Suppliers Policy

Policy

It is King County policy that Small Contractors and Suppliers (SCS) have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that contractors and subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

Inquiries and Information Regarding King County Certified SCS Firms

Direct inquiries on how to apply for SCS certification, or to obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by telephone at 206-263-9734. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at: <http://www.kingcounty.gov/bdcc>.

Definitions

The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County BDCC office.
3. "Small Contractor or Supplier" or "(SCS)" means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

F. Diversity Compliance Management System (DCMS) Reports

The Contractor shall report monthly in the DCMS website located at <https://kingcounty.diversitycompliance.com>. Telephone 206-263-9745 for assistance. Such information shall be submitted prior to the County processing and paying any invoice. Reporting requirements include:

1. Payment Reports for Subcontractor and Suppliers. The Contractor must submit Payment Reports for all subcontractors and suppliers electronically using the DCMS.
 - a. Once work has commenced, the Contractor shall submit a Payment Report for subcontractor and suppliers detailing amounts paid to each subcontractor and supplier for the previous invoice not later than the 15th day of the month.
 - b. The Contractor shall notify and instruct all subcontractor and suppliers performing Work to date, to sign into the DCMS and verify payments received for each reporting period.

2. Upon completion of all Work and as a condition precedent to final payment, the Contractor shall complete the last Payment Report and identify this document as “final” and submit this document into the DCMS. The final Payment Report must list the name of and dollar amount paid to each subcontractor and supplier used by the Contractor. Failure to submit the final Payment Report may result in withholding of payments or the final payment.
 3. Add Subcontractor and Suppliers. The Contractor shall add all firms used on the Project electronically using the DCMS.
 4. The Contractor must submit other information as requested by the County to verify firms working on the Project and compliance with requirements for the use of certified firms. The County may add, delete, or change the information required by the Contractor, as necessary.
- G. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.

The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

- H. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

7.2 Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, as a condition of award for contracts for services with an initial or amended value of \$100,000 or more, the Contractor agrees that it shall pay and require all Subcontractors to pay a living wage as described in the ordinance, to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

SECTION 8 CLAIMS AND APPEALS / DISPUTE RESOLUTION

8.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

8.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

SECTION 9 TERMINATION

9.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. Termination for Default

If the Contractor does not perform the Work, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.12. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.12 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to [Final Acceptance and/or Completion of the Project], the County may, upon written notice to the Contractor, terminate this Contract in whole or in part for lack of appropriation. Such termination shall be in addition to the County's rights to terminate for convenience or default. In the event of termination under this section the following shall apply:
 - a. Subject to subsection b., the County will be liable only for payment in accordance with the terms of this Contract for Work performed prior to the effective date of termination;
 - b. Payment, if any, associated with such termination shall not exceed the appropriation for the biennium in which termination occurs; and
 - c. The Contractor shall be released from any obligation to provide further Work under the Contract affected by the termination.

2. Notwithstanding subsection 1., funding of this Contract beyond the current biennium is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Otherwise, the Contract shall terminate on December 31 of the current biennium.

SECTION 10 MISCELLANEOUS

10.1 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

10.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

10.4 No Third-Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third parties.

10.5 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

10.6 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County

constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

10.7 Background Checks

Contractor warrants and represents that each and every Contractor employee can meet the following requirements: (a) No convictions within the past ten (10) years for crimes involving computers, moral turpitude, including fraud, perjury, dishonesty; and (b) No adverse employment actions within the past ten (10) years regarding dishonesty or the use or misuse of computers.

Contractor personnel needing access to secure areas, records, or systems may be required to complete a security/background check by the County. The County may require Contractor's employees, agents, consultants or Subcontractors to complete a brief questionnaire and complete fingerprinting as part of the investigation process. The required background check will review and evaluate driving records, criminal records, employment histories, military records, personal and employment references and related information. Contractor staff failing the background check may, at the sole discretion of the County, be restricted from working within secured areas or with County systems in any capacity. The Contractor will assign alternative staff who have passed the background check to meet the requirements of the Contract.

End of Terms and Conditions



Office of Law Enforcement Oversight (OLEO)

EXHIBIT A – SCOPE OF WORK OLEO PUBLIC AFFAIRS PROGRAM

COMMUNITY ENGAGEMENT AND PARTICIPATION FOR LAW ENFORCEMENT OVERSIGHT

OVERVIEW

OLEO has selected PRR to develop an Integrated Public Affairs Program that will focus on community and stakeholder engagement and public participation. The Public Affairs Program will support and promote OLEO's strategic goals and current mission, vision, and purpose.

PRR will work with OLEO to achieve the following objectives:

- Advance the goals of oversight in regard to OLEO's work to improve the policies, practices, and protocols of the King County Sheriff's Office (KCSO) to improve outcomes and public trust.
- Ensure engagement and public participation opportunities align with and advance King County goals and objectives, such as, but not limited to:
 - The One King County Strategic Plan
 - Equity and Social Justice Strategic Plan
 - King County Community Engagement Continuum and Engagement Guide
 - Goals for increasing access and inclusion for limited English proficiency populations, and historically under-engaged and under-considered groups and individuals
- Develop full analysis (using qualitative and quantitative data) of community groups, stakeholders, and directly and indirectly impacted populations served by the KCSO and OLEO who should feel invited and empowered to shape decisions by King County that impact them.
 - Analysis will apply an ESJ lens to help OLEO prioritize resources equitably, identify community partners to expand engagement capacity, and clarify the objectives of engagement by need or OLEO area of work for various audiences.
 - Typical audiences include but are not limited to: County Council, jurisdictional partners, partner agencies, general public, CACLEO, OLEO staff, directly impacted families, advocates, labor representatives, and Sheriff's Office leadership and employees.
- Ensure consultative, collaborative, capacity-building, and other public input and participation activities are focused – the activities and tactics specified through this effort will be informed by or cocreated with the community and provide for meaningful engagement that is inclusive, accessible, and context appropriate.
- Contextualize OLEO's systemic change role on behalf and in partnership with the public.

- Ensure all engagement tools and methods further community capacity to forge shared interests and beliefs, address needs and concerns, and build the communities capacity to advocate for their interests to OLEO, the King County Council, the Sheriff's Office, and other elected, appointed, or empowered decision-makers.
- Develop public engagement and participation plans and programs that provide guidance for how to scope and scale the work based on OLEO's limited resources and address OLEO's primary value areas –work by oversight activity, goal, or program area.
- Ensure engagement and participation serve to advance OLEO's Theory of Change and purpose, mission, and vision:
 - **Purpose:** To improve the services of the King County Sheriff's Office by advancing equitable practices centered on the value of all human experiences.
 - **Mission:** OLEO uses professional standards and community perspectives to improve the practices of the King County Sheriff's Office.
 - **Vision:** OLEO is a trusted and recognized expert in law enforcement oversight.

GENERAL ASSUMPTIONS

- The contractor will collaborate and coordinate with the OLEO Strategic Communications contract, providing consistent staff on the projects
- Whenever possible, the contractor will convene both the Strategic Communications and the Public Affairs Program teams with OLEO staff to improve the efficiency of project delivery
- At the end of Task 1, the consultant and OLEO will reevaluate the remaining tasks based on the outcomes of Task 1, this will include ways to collaborate with the Strategic Communications contract and leverage the work that team creates
- All meetings are virtual unless otherwise mutually agreed essential to be in person and able to comply with social distancing safety protocols
- OLEO will provide consolidated edits on all deliverables
- Up to two rounds of review per deliverable
- OLEO meets deadlines included in workplan provided in Task 1
- The contractor provides weekly task updates to OLEO
- The contractor and OLEO meet every other week for 30 minutes to review work and confirm direction
- Tasks and deliverables in this contract are interdependent with OLEO's Strategic Communications contract and therefore schedule durations approximate the total time anticipated by task, but the work breakdown includes both concurrent and consecutively activities

TOTAL CONTRACT VALUE: \$140,000.00

CONTRACT END DATE: Expires December 31, 2021

TASK 1: LEAD PROJECT INITIATION, DISCOVERY RESEARCH, AND SCOPING COMPLETION

Timeline: 9 -12 weeks based on integration with OLEO's Strategic Communication contract which has interdependent timeline, tasks, and deliverables

Estimated budget: \$25,000

The contractor shall schedule and facilitate project initiation, scoping, and discovery research meetings with OLEO. Agenda items will be co-developed and intended to provide depth of understanding of OLEO's role, positioning, challenges, and aspirations.

TASK 1 ASSUMPTIONS

- Blueprint meeting is up to two hours long and includes the Strategic Communications team and their Blueprint meeting agenda items
- Task 1 schedule is approved within one week of kickoff meeting
- Racial Equity and priorities meeting is no more than 90 minutes long
- Discovery report out meeting is no more than 90 minutes long
- Key informant and law enforcement oversight agency interviews and interview questions will be coordinated with the Strategic Communications team
- Consultant conducts no more than five key informant interviews as part of this project
- The consultant interviews up to five law enforcement oversight agencies from around the country
- OLEO provides recommendations for law enforcement oversight agencies to interview
- Audience Personas identified by consultant Strategic Communications team
- OLEO will provide background materials the contractor needs to develop the agendas, including those items listed in the contractor's proposal, prior to the Blueprint meeting
- Law enforcement interview outcomes and key informant interview outcomes will be included in the discovery findings report
- Community and audience analysis will be included in the discovery findings report
- OLEO will provide their Racial Equity Toolkit template in advance of the Blueprint meeting
- Discovery findings report will include recommendations for a clarified and refined scope of work, task lists and assignments, how the work will collaborate with the Strategic Communications team, and schedule for completion

TASK 1 DELIVERABLES

- One (1) Blueprint meeting agenda, draft and final
- One (1) Blueprint meeting summary, draft and final

- One (1) Racial Equity and priorities meeting agenda, draft and final
- One (1) Racial Equity and priorities meeting summary, draft and final
- One (1) Racial Equity toolkit draft and final
- One (1) key informant interview guide, draft (2) and final
- One (1) law enforcement oversight agency interview guide, draft (2) and final
- One (1) Discovery report out meeting agenda, draft and final
- One (1) Discovery report out meeting summary, draft and final
- One discovery findings report, draft and final
- Revised scope, draft and final

TASK 2: OLEO PUBLIC AFFAIRS PLANNING, PROGRAM FRAMEWORK, MODEL, AND METHODOLOGY

Timeline: 9-36 weeks based on integration with OLEO’s Strategic Communications contract which has interdependent timeline, tasks, and deliverables; some deliverables are dependent on Strategic Communications deliverables

Estimated budget: \$61,000

Consultant shall utilize outcomes of Task 1 to undertake public affairs planning work and develop, in coordination with OLEO, a strategic *model, framework, and methods for OLEO’s integrated Public Affairs Program*. This will be a strategic document that captures OLEO’s story and programmatic approach to public affairs, and how the public affairs program supports oversight within OLEO’s authority and informs and helps achieve OLEO’s workplan. The document should also contextualize key issues to successful oversight and for OLEO.

TASK 2 ASSUMPTIONS

- Task 2 starts after OLEO approves workplan developed in Task 1
- Portions of Task 2 will happen concurrently with Task 3 and Task 4
- OLEO and the consultant will discuss sections of the plan in bi-weekly meetings to clarify direction and content
- Community Engagement and Public Affairs Public Involvement Approach Plan is not more than ten pages
- Discovery findings report will include recommendations for a clarified and refined scope of work, task lists and assignments, and schedule for completion
- Up to two 90-second to 2-minute “feature” videos with up to 4 total social cutdowns per video—2 per video (30-second edits optimized for social media, edited down from the “feature” videos); 1 production day plus labor for b-roll
- Video narration and subtitles in up to four languages, including English

- Fact sheet is up to four languages, including English
- Narration and subtitle languages are the same as factsheet translation languages
- Fact sheet is one page, front and back

TASK 2 DELIVERABLES

- One (1) Community Engagement and Public Affairs Public Involvement Approach Plan outline, draft (2) and final
- One (1) Community Engagement and Public Affairs Public Involvement Approach Plan, draft (2) and final
- Up to two (2) video scripts, draft (2), and final
- Up to two (2) video concepts, draft (2) and final
- Up to two (2) videos, draft (1) and final
- One (1) informational graphic and factsheet, draft (2) and final

TASK 3: OLEO PUBLIC INVOLVEMENT PLANS (PIP'S) AND/OR ISSUES STRATEGY BRIEFS (ISB'S)

Timeline: 8-48 weeks based on integration with OLEO's Strategic Communications contract which has interdependent timeline, tasks, and deliverables

Estimated budget: \$39,000

King County focuses on engagement that creates opportunities for learning, civic engagement and understanding, and a two-way exchange of information, ideas and resources. Engagement activities include a range of approaches from informing to sharing leadership to resident-led efforts, depending on the degree of community and county involvement, decision-making, and control.

Tone, methods, and tactics will be inviting and offer opportunities for communities to express their views and have a meaningful role in advancing work that impacts them or in decision-making. Plans will also consider the diversity of King County communities, including culture and ethnicity, and seek to create an inclusive and accessible process. Effective engagement removes barriers for communities that may have previously prevented residents from successfully working with county government.

TASK 3 ASSUMPTIONS

- Portions of Task 3 will happen concurrently with Task 2 and Task 4
- OLEO provides direction and information on projects for each Public Involvement Plan before the consultant starts work on them
- OLEO provides direction and information on projects for each Public Involvement Plan before the consultant starts work on them

- OLEO provides direction and information on projects for each Issue Strategy Brief (ISB) Plan before the consultant starts work on them
- OLEO office public involvement plan will include a plan for community-based organization (CBO) engagement and contracting
- OLEO will provide contracting guidelines and King County ESJ Community Partnerships Goal Area language to frame and inform CBO engagement and contracting plan
- OLEO and the consultant will discuss sections of the plans in bi-weekly meetings to clarify direction and content
- OLEO and the consultant will develop list of collateral materials, tools, tactics, and prescriptive methodology for implementation during bi-weekly meetings throughout this task

DELIVERABLE 3.1

- One (1) OLEO office public involvement plan outline, draft (2) and final
- One (1) OLEO office public involvement plan, draft (2) and final
- Collateral materials to be mutually agreed upon during implementation

DELIVERABLE 3.2

- Up to three (3) OLEO project public involvement plan outline, draft (2) and final
- Up to three (3) OLEO project public involvement plan, draft (2) and final
- Collateral materials to be mutually agreed upon during implementation

DELIVERABLE 3.3

- One (1) Issue Strategy Brief template outline, draft (2) and final
- One (1) Issue Strategy Brief template, draft (2) and final
- Up to two (2) Issue Strategy Brief outlines, draft (2) and final
- Up to two (2) Issue Strategy Briefs, draft (2) and final
- Collateral materials to be mutually agreed upon during implementation

TASK 4: IMPLEMENTATION OF ASSIGNED TASKS OR ACTIVITIES

Timeline: Life of contract

Estimated budget: \$10,000

The contractor will collaborate with OLEO to identify implementation steps for the public involvement plan.

TASK 4 ASSUMPTIONS

- This work to be mutually agreed upon and confirmed throughout the contract, beginning after the Task 1 workplan is complete
- Task 4 may will happen concurrently with Task 2 and Task 3

TASK 4 DELIVERABLES

To be mutually agreed upon and confirmed throughout the contract, beginning after the Task 1 workplan is complete