



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 6, 2011

Ordinance 17179

Proposed No. 2011-0344.2

Sponsors Ferguson

1 AN ORDINANCE authorizing the county executive to
2 execute a contract between King County Housing
3 Authority and King County sheriff's office for community
4 policing services.

5 STATEMENT OF FACTS:

- 6 1. The King County Housing Authority desires to provide supplemental
7 community policing services for residents at its north King County
8 properties.
- 9 2. The county has the resources to provide these community policing
10 services.
- 11 3. Participation in the agreement is to the benefit of the citizens of King
12 County.

13 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY

14 SECTION 1. The county executive is hereby authorized to execute a contract

15 agreement with King County Housing Authority, in substantially the form of Attachment
16 A to this ordinance.

17

Ordinance 17179 was introduced on 8/15/2011 and passed by the Metropolitan King County Council on 9/6/2011, by the following vote:


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

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON




Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 16 day of September 2011.



Dow Constantine, County Executive

RECEIVED
2011 SEP 16 PM 4:21
CLERK
KING COUNTY COUNCIL

Attachments: A. Contract for Community Policing Services between King County Housing Authority and King County Sheriff's Office dated August 12, 2011



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
King County Housing Authority
and
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 "KCSO," whose principal office is located at King County Courthouse, 516 3rd Avenue, Room W116, Seattle, WA 98104-2312.

WHEREAS, KCHA has determined the need to have certain community policing services performed for residents at selected KCHA owned and/or managed residences in its North Area jurisdiction, as defined in Exhibit A, hereinafter referred to as "North Area Residences;" and

WHEREAS, KCSO has the capacity to provide such services and KCHA's North Area Residences are located in King County under KCSO'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, including, where appropriate, any limited liability corporation (LLC) for which KCHA is a managing general partner or properties serviced under this contract.
 - B. "KCSO" means the King County Sheriff's Office under King County, which enters 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 this contract.
 - 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 KCSO. 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. KCSO acknowledges receipt and review of all Contract Documents applicable to the performance of services and to the premises. The Contract Documents are:
- A. This contract;
 - B. Any modifications duly delivered after execution of this Contract as per proper Contract Modifications procedures;
 - C. Exhibit A – Annual Scope of Work, Budget, Reporting.
3. **Terms of the Agreement.**
- A. **Duration of Contract:** This Contract is effective upon signature by all parties and approval of their respective councils through December 31, 2011. Thereafter, this contract may be extended for one-year periods beginning January 1 of each year, by fulfilling the Annual Renewal Requirements below.
 - B. **Annual Renewal Requirements:** By October 15 each year, KCHA will notify the KCSO whether it intends to continue services the following operational year. KCSO will then work with KCHA to update Exhibit A, to be finalized and approved by KCHA and the King County Executive or his designee by December 15 each year.
 - C. **Scope of Services to be Performed by KCSO:** KCSO shall perform those services and reporting activities as described in Exhibit A incorporated herein. KCSO shall furnish all necessary personnel, supervision, equipment, and supplies reasonably necessary to carry out such services and reporting activities. 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.
 - D. **Compensation and Method of Payment:** KCHA shall pay KCSO for services rendered according to the rate and method set forth on Exhibit A.
 - E. **Budget:** KCSO shall apply the funds received under this Contract only within the maximum limits set forth according to the budget in Exhibit A.
 - F. **Employee and Volunteer Screening:** KCSO assumes responsibility for screening all KCSO 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.
4. **Independent Contractor.** KCSO and KCHA agree that KCSO 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 KCSO nor any employee of KCSO 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 KCSO, or any employees of KCSO.

5. **Assignment of Contract.** KCSO shall not assign or transfer any interest under any of the Contract documents without the prior written consent of the Contracting Officer.
6. **Subcontracting.** KCSO shall not subcontract any portion of work that is provided under this agreement.
7. **Contract Modifications.** All contract modifications, except for changes to Exhibit A as described in Section 3.B, may be made only with the approval of all parties and the authorization of the County Council.
8. **Default and Termination.** Either party may terminate this agreement upon 30 days prior written notification to the other party. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this agreement, or if either party violates any of these terms and conditions, the aggrieved party may avail itself to the dispute resolution 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, KCSO shall promptly notify the Contracting Officer in writing of its contentions and submit its claim. Subsequent to such submission, and prior to any resolution determining otherwise, KCSO shall continue its work unabated in compliance with this Contract, and such continuation shall not waive or prejudice the KCSO's claim or its rights to make such claim.
 - B. After KCSO submits its claim under Section 10.A, KCHA and KCSO 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.** KCSO 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.** KCSO 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 KCSO, 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 KCSO 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 KCSO and their respective officers, agents, and employees, or any of them, KCSO shall satisfy the same.
- B. **KCSO Held Harmless.** KCHA shall indemnify and hold harmless KCSO and its officers, agents, and employees, or any of them (collectively and individually, "KCSO 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 KCSO Indemnities, KCHA shall defend the same at its sole cost and expense; provided that KCSO 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 (1) solely against the Indemnities, or (2) 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, KCSO 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, KCSO, or both, KCHA shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

13. **Insurance.**

- A. King County, a charter county government under the constitution of the State of Washington, hereinafter referred to as "Agency," maintains a fully funded self-insurance program as defined in King County Code 4.12 for the protection and handling of the Agency's liabilities including injuries to persons and damage to property.
- B. For the duration of the Contract, the Agency shall maintain through its self-insurance program adequate funds to pay for any and all liability claims for which it may be liable, which may arise from the Contract or the Agency's performance under the Contract, for a minimum of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate. The Agency shall provide KCHA with a minimum of thirty (30) days prior written notice of any material change in the Agency's self-insurance program and shall provide the KCHA with a duly executed certificate of self-insurance as proof of coverage adequate to meet Contract requirements. The Agency shall be exempt from naming KCHA as Additional Insured under its self-insurance program.
- C. Should the Agency elect cease self-insuring its liability exposures and purchase Commercial General Liability insurance, Agency agrees to add the KCHA as an additional insured.
- D. KCSO hereby certifies that KCSO 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 KCSO.
- B. KCSO shall use such property only for program purposes, exercise reasonable care for its maintenance, and be responsible for any loss, damage, or disappearance. KCSO shall mark each such item of property with KCHA property tags upon acquisition; complete inventory cards in duplicate for each purchase – one for KCSO 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 KCSO 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 KCSO 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.** King County, and therefore the King County Sheriff's Office, is not a Section 3 employer. If needed, KCHA may request that KCSO maintain a letter with KCHA certifying as such.

16. **Record Keeping.**

- A. KCSO 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 reasonable 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 KCSO's most recent financial statement at any time during the duration of this Contract.

18. **Organization Conflicts of Interest.**

- A. KCSO 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 KCSO's organizational, financial, contractual or other interests are such that:
 - (1) Award of the Contract may result in an unfair competitive advantage; or
 - (2) KCSO's objectivity in performing the Contract work may be impaired.
- B. KCSO agrees that if after award they discover an organizational conflict of interest with respect to this Contract, they shall make a timely and full disclosure in writing to the Contracting Officer who shall include a description of the action which KCSO 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.

19. **HUD Requirements**

- A. **Equal Employment Opportunity:** During the performance of this Contract, the KCSO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation or disability. In addition, KCSO 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.
- B. **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.

- C. **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.
 - D. **Limitations on Payments Made to Influence Certain Federal Financial Transactions.** KCSO 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. KCSO 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.
 - E. **Examination and Retention of KCSO'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 KCSO'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.
20. **Dissemination or Disclosure of Information.** KCSO 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, and except as in regards to police activity occurring on KCHA property.
21. **Integration and Merger.** The Contract Documents constitute the entire agreement between KCHA and KCSO 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.
22. **No Third Party Beneficiaries.** There are no third party beneficiaries to this contract, and this contract shall not impart any rights enforceable by any person or entity that is not a party hereto.
23. **Contacts.** The following are contact persons authorized to receive notices required or permitted by this Contract:

If to KCHA:

If to KCSO:

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

Robin Rask, Contracts Unit
King County Sheriff's Office
516 Third Avenue
Seattle, WA 98104
(206) 205-0470
Robin.Rask@kingcounty.gov

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: _____

Dow Constantine
King County Executive
401 5th Ave #800
CNK-EX-0800
Seattle, WA 98104

DATE: _____

DATE: _____

BY: _____

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

DATE: _____