

November 7, 1994

INTRODUCED BY CHRISTOPHER VANCE  
GREG NICKELS

PROPOSED NO. 94 - 758

MOTION NO. 9461

A MOTION authorizing the County Executive to enter into an agreement to participate with King County Housing Authority in application for drug elimination funds from the U.S. Department of Housing and Urban Development.

WHEREAS, the King County Housing Authority and King County are both concerned with the illegal use of drugs and drug-related crime, and

WHEREAS, the King County Housing Authority has worked closely with the King County department of public safety, including contracting for community storefront stations and staffing at the Springwood and Cascade Apartments public housing communities east of Kent, and Park Lake Homes, Burien, and

WHEREAS, the King County Housing Authority has made an application to the U. S. Department of and Urban Development for drug elimination funding, and

WHEREAS, the King County Housing Authority has included in said application three opportunities for contracting with the King County department of public safety totalling \$286,670;

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

The county executive is hereby authorized to enter into an agreement with the King County Housing Authority, substantially in the form attached. The agreement provides for the King County department of public safety to participate in the implementation of the King County Housing authority "Working Together" Drug elimination Grant awarded to the Housing Authority for the 1994-95 grant year by the U. S. Department of Housing and Urban Development.

PASSED by a vote of 13 to 0 this 7<sup>th</sup> day of January, 1995.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Kent Pullen  
Chair

ATTEST:

Gerald A. Pstun  
Clerk of the Council

ATTACHMENT: Memorandum of Agreement

Contract Number D-2

### CONTRACT FOR SOCIAL SERVICES

This Agreement is entered into by and between the Housing Authority of the County of King, hereinafter referred to as the "Housing Authority", and King County (Public Safety Dept.) hereinafter referred to as "the Agency", whose principal office is located at King County Courthouse, Seattle, WA.

WHEREAS, the Housing Authority has determined the need to have certain social services performed for its residents but does not have the manpower or expertise to perform such services, and

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

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

1. Scope of Services to be Performed by Agency. The Agency shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the agency shall at all times comply with all Federal, State and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection herewith.

2. Compensation and Method of Payment. The Housing Authority shall pay the Agency for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$286,670.00.

3. Agency Budget. The Agency shall apply the funds received under this Agreement within the maximum limits set forth in this Agreement and according to the budget itemized on Exhibit B. the Agency shall request prior approval from the Housing Authority whenever the Agency desires to amend its budget by transferring funds among the budget categories.

4. Duration of Agreement. The Agreement shall be in full force and effect for a period commencing December 1, 1994, and ending November 30, 1995, unless sooner terminated under the provisions hereinafter specified.

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

6. Indemnification. Both parties understand and agree that the County is acting hereunder as an independent contractor, with the intended following results:

A. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;

B. All persons rendering service hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the Housing Authority;

C. All liabilities for salaries, wages, any other compensation, injury, sickness, or liability to the public for intentional or negligent acts arising from performance of the law enforcement services by the County hereunder shall be that of the County. To such purpose, the County will protect, defend, indemnify, and save harmless the Housing Authority, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the County, its officers, employees or agents. The County agrees that the obligation to indemnify, defend and hold harmless the Housing authority and its agents and employees under this provision extends to any claim, demand or cause of action brought by or on behalf of any employee of the county, against the Housing Authority, its officers, agents or employees and includes any judgment, award, and cost arising therefrom, including attorney fees.

D. The Housing Authority will protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Housing Authority, its officers, employees, or agents. The Housing Authority agrees that its obligations under this provision extend to any claim, demand or cause of action brought by or on behalf of any employees of the Housing Authority, against the County, and includes any judgment, award, and cost arising therefrom including attorneys fees.

7. Insurance. King County is self-insured under K.C.C. 4.12.

8. Record Keeping and Reporting.

A. The Agency shall maintain accounts and records, including personal, 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 Agreement and other such records as may be deemed necessary by the Housing Authority to ensure proper accounting for all funds contributed by the Housing Authority to the performance of this Agreement and compliance with this Agreement.

B. These records shall be maintained for a period of seven (7) 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 the Housing Authority.

C. The Agency shall submit monthly program accomplishment reports (Exhibit C) which compare actual vs. projected accomplishments and expenditure rates. Projected performance measures and expenditure are listed on Exhibit C. This report shall be submitted monthly, along with the Agency's request for reimbursement which shall be submitted on Agency letterhead.

9. Audits and Inspection. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the Housing Authority or any other government agency so authorized by law during the performance of this Agreement.

10. Termination. This agreement may at any time be terminated by the Housing Authority giving the Agency thirty (30) days written notice of the Housing Authority's intention to terminate the same.

11. Discrimination Prohibited. The Agency hereby certifies that it is an equal opportunity employer and has developed and implemented an Affirmative Action Program in accordance with the guidelines contained in Revised Order 4 of the U.S. Department of Labor. Both parties agree that they will not discriminate against any employee, applicant for employment because of race, color, religion, sex, sexual preference or national origin. Both parties agree that they will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action includes, but is not limited to employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

12. Entire Agreement. This agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. Either party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

13. Notices. Notices to the Housing Authority of the County of King shall be sent to the following address:

Housing Authority of the County of King  
15455 - 65th Avenue South  
Seattle, WA 98188

Notices to the Agency shall be sent to the address provided by the Agency upon signature line below.

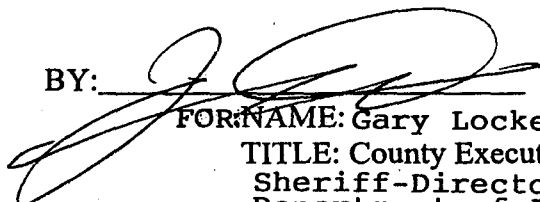
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

HOUSING AUTHORITY OF THE  
COUNTY OF KING

AGENCY: COUNTY OF KING

\_\_\_\_\_  
EXECUTIVE DIRECTOR, JIM WILEY

BY: \_\_\_\_\_



FOR: NAME: Gary Locke  
TITLE: County Executive  
Sheriff-Director  
Department of Public Safety

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

Deputy Prosecuting Attorney

APPROVED AS TO FORM:  
OFFICE OF THE HOUSING AUTHORITY  
ATTORNEY

BY \_\_\_\_\_

**EXHIBIT A – SCOPE OF WORK  
KING COUNTY POLICE DEPARTMENT**

**Scope of Services to be Provided by Agency:** The Agency shall furnish the residents of the Housing Authority of the County of King communities of Cascade Apartments, Springwood Apartments, and Park Lake Homes, drug elimination services, employing the community policing concept, including, but not limited to, the following:

The King County Police will operate a police substation on site in Park Lake Homes with two full time police officers serving Park Lake Homes sites I and II. The second full time police officer will start February 15, 1995.

The King County Police will operate a police substation on site in Springwood Apartments staffed by two full time police officers providing security and protective services and the assistance of one full time Community Services Officer. The substation will serve residents of both Springwood and Cascade Apartments.

King County Police agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

King County Police will cooperate with King County Housing Authority to eliminate drug-related crime in Housing communities based upon the Drug Elimination Grant written proposal as the Plan of Operations to establish the manner and method of performance for community police services to be provided. The King County Police will participate in semi annual program evaluation based on program goals as stated in the Drug Elimination Grant written proposal. Either party to the contract may amend the scope of the plan of operations through written request for an amendment. The Executive Director of the Housing Authority and the King County Sheriff shall provide final determinations regarding the establishment of an amendment to the plan of operations.

**Activity/Service to be Provided by King County Police**

<b>A. Police Substation</b>	<b>Per Site</b>
<u>Activity/Service to be Provided</u>	<u>Number served per month</u>
1. Resident Contact (Walk-in's & Telephone)	20-100 Residents
2. Walking / Bicycle Patrols	Number of Patrols per each site
3. Community Policing Contacts	
Springwood Apartments	100 people
Cascade apartments	25-35 people
Park Lake Homes I	100 people
Park Lake Homes II	50 people
4. On-view Contacts / investigations	10-20 per substation

**EXHIBIT A – SCOPE OF WORK  
KING COUNTY POLICE DEPARTMENT  
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- 5. Self-initiated field Activities (prevention/ mediation / intervention) 10-20 per substation
- 6. Enforcement Contacts / Patrol Assists / Traffic / Reports /Follow Ups etc.

**B. Crime Prevention Education & Services**

<u>Activity/Service to be Provided</u>	<u>Number programs per month</u>
1. Blockwatch	
Springwood	1 per Quarter per site
Cascade	1 per Quarter per site
Park Lake Homes I	1 per Quarter per site
Park Lake Homes II	1 per Quarter per site
2. Home Security Surveys targeted	
Springwood	1-3 per Quarter
Cascade	1-3 per Quarter
Park Lake Homes I	1-2 per Quarter
Park Lake Homes II	1-2 per Quarter
3. Childhood Safety Program	
Springwood	2 per Year per site
Cascade	2 per Year per site
Park Lake Homes I	2 per Year per site
Park Lake Homes II	2 per Year per site
4. Youth Prevention Activities	
Springwood	2 per Quarter per site
Cascade	2 per Quarter per site
Park Lake Homes I	1 per Quarter per site
Park Lake Homes II	1 per Quarter per site
5. Housing Staff Crime Prevention, Security & Safety Education Programs	1 per Semester per site
6. Provide advice in the planing and implementation of other grant-funded security programs with Housing Authority	As requested

**C. Community Services**

<u>Activity/Service to be Provided</u>	<u>Number served per month</u>
1. Attend Resident Council Meetings and maintain communication lines with resident leaders	1 per month per site

**EXHIBIT A – SCOPE OF WORK  
KING COUNTY POLICE DEPARTMENT  
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- 2. Attend Housing Management Staff meeting 1 per month as necessary
- 3. New Program Development As needed
- 4. Resident Consultations - 1 on 1 As needed
- 5. Interface with other public agencies providing services to residents as needed

**D. Reporting to Housing Authority**  
Activity/Service to be Provided Type and Frequency of Reporting

- 1. Collect and provide workload data in public housing Submit a Community Police developments to Area Managers to be filed and maintained in each Area Office Daily Activity Log/Report to Housing
- 2. Prepare monthly progress reports / summaries of daily logs Submitted with invoices to DEG Coordinator
- 3. Establish a clearly defined process for reporting to Housing non-emergency criminal activities and coordinate crime reduction efforts As needed
- 4. Respond to written requests for services or information As needed
- 5. Provide requested public information which deals with criminal activity in the Housing Authorities communities. As requested
- 6. Provide quarterly reports and semi annual crime data for Semi Annual and End of Year Reports including success stories and suggestions for improving the program As requested by DEG Coordinator

In addition, King County Police Department agrees to attend meetings of the Drug Elimination Project TEAM as called by the Housing Authority each month. King County Police Department further agrees to be part of the information and referral network established in the Drug Elimination Project.



**EXHIBIT B - PROJECT BUDGET AND PAYMENT SCHEDULE  
1994-1995**

**King County Police Department**

**Project Budget:**

**Services Provided: Amount Allocated**

**Enforcement:**

Contractual	\$284,220.00
Computer	\$ 2,450.00
Total:	<u>\$286,670.00</u>

**Payment Schedule**

<b>Date:</b>	<b>Amount:</b>
December 2, 1994	\$2,450.00
December 31, 1994	\$23,685.00
January 31, 1995	\$23,685.00
February 28, 1995	\$23,685.00
March 31, 1995	\$23,685.00
April 30, 1995	\$23,685.00
May 31, 1995	\$23,685.00
June 30, 1995	\$23,685.00
July 31, 1995	\$23,685.00
August 31, 1995	\$23,685.00
September 30, 1995	\$23,685.00
October 31, 1995	\$23,685.00
November 30, 1995	\$23,685.00

**EXHIBIT C -- REPORTING REQUIREMENTS**

**Invoice:** The Agency shall submit an invoice to the Housing Authority ten days after the close of each month. The invoice format is attached and labeled in Exhibit C-1.

**Client Data Report:** For each service category as defined in this Agreement, the Agency shall submit a "Client Data Report: within 10 working days after the end of each calendar month. The Client Data format is attached as Exhibit C-2.

**Monthly Narrative Report:** The Agency shall submit a "Monthly Narrative Report" within 10 working days after the end of each calendar month. The Monthly Narrative Report is attached and labeled Exhibit C-3.

**Semi Annual and Annual Evaluation Reports:** The Agency shall submit a Semi Annual and Annual Evaluation Report within ten working days after June 1, 1995 and November 30, 1995. The Semi Annual and Annual Evaluation Report format will be provided by the Housing Authority and will include a summary of actual project expenditures per the attached report.

**Monitoring:** The Housing Authority will request a scheduled visit to the Agency from time to time to monitor contract progress.

**Coordination:** The Agency will be expected to work as a team member of the "Working Together Project" -- attend "Team Meetings monthly," do appropriate information and referral for clients with other team members, and coordinate efforts with Housing Authority on-site management.

**EXHIBIT C-1 INVOICE, WORKING TOGETHER PROJECT**

Name and Address of Contractor \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Number: \_\_\_\_\_

Amount Requested: \_\_\_\_\_ for services provided during the  
month of \_\_\_\_\_, 1994-1995.

Total Amount of Contract Budget: \_\_\_\_\_

Reimbursement to date: \_\_\_\_\_

Requested this month: \_\_\_\_\_

Balance: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT C-2 CLIENT DATA

## King County Housing Authority Daily Police Activity Report

1. Development
2. Officer
3. Police Department
4. Date
5. Funding Source: Drug Elimination Grant
6. Tour Started \_\_\_\_\_ hrs. Tour ended \_\_\_\_\_ hrs Total hrs \_\_\_\_\_
7. Patrol:
  - foot patrol
  - car patrol
  - bicycle
  - surveillance
  - other (specify)
8. SUMMARY: Describe the number of people assisted by the project.
 

ADULTS: \_\_\_\_\_ MALE \_\_\_\_\_ FEMALE \_\_\_\_\_

YOUTH: \_\_\_\_\_ MALE \_\_\_\_\_ FEMALE \_\_\_\_\_
9. Incidents/conditions reported to Housing Manager:
 

List name

Location

  - A. Broken lights:
  - B. Broken sidewalks
  - C. Broken windows
  - D. Graffiti
  - E. Drug paraphernalia:
  - F. Suspected drug sale/distribution Time \_\_\_\_\_ hrs.
  - G. Other
10. Referrals of Residents to other agencies (specify)
11. Counseling provided to Residents/visitors (list type of counseling)
  - A. Residents
  - B. Visitors
12. Crime prevention tips to Residents (list types of tips)
13. Conflicts Resolved without arrests
  - A. Resident adults
  - B. Resident juveniles
  - C. Resident adults & juveniles
  - D. Residents & non residents
  - E. Non-residents
14. Weapons violations
  - A. Handguns
  - B. Shotguns/Rifles
  - C. Sticks/Clubs
  - D. Cutting instruments
  - E. Other
15. Gang activity:
  - A. Number of participants
  - B. Time
  - C. Location and nature of activity; Actions taken:
16. Assistance in evictions; Information report prepared

17. Property (Number of items in each category & property type)  
Type
- A. Recovered
  - B. Abandoned
  - C. Confiscated
18. Number of responses to:
- A. Resident manager
  - B. Residents
  - C. Calls outside community
  - D. Hours spent outside assigned area
19. Crimes reported:  
Location:
- A. Murder/manslaughter
  - B. Assaults
  - C. Domestic Violence
  - D. Sexual assaults
  - E. Robbery
  - F. Drug sale/distribution
  - G. Drug use
  - H. Stolen autos
  - I. Larceny
  - J. Burglary
  - K. Trespassing
  - L. Vandalism
20. Victims  
Address:
- A. Resident
  - B. Visitors to residents
  - C. Other persons
21. Vehicle events
- A. Suspicious
  - B. Abandoned
  - C. Stolen
  - D. Towed
22. Persons events:
- A. Suspicious
  - B. Field contact cards prepared
  - C. Trespassers
23. Arrests (Physical custody)
- A. Tenants
  - B. Visitors to tenants
  - C. Trespassers
  - D. Others
24. Tickets/citations issued:
- A. Parking violations
  - B. Driving behavior/traffic
  - C. Accidents
  - D. Trespassers
25. Police Case Numbers issued during this shift. Note types of incidents/calls involved:

Supplemental Activity Form Attached? Yes No

I certify that the above information is true and accurate to the best of my knowledge:

Officer's signature

Date

