

06/08/99

DUI emphasis
SK/sk
Clerk 06/10/99

Introduced By:

Greg Nickels
Larry Gossett

Proposed No.:

1999-0328

MOTION NO. 10730

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A MOTION authorizing the county executive to enter into an interagency agreement with the Washington Traffic Safety Commission.

WHEREAS, the Washington Traffic Safety Commission desires to provide enhanced traffic law enforcement service, with an emphasis placed on driving under the influence, and

WHEREAS, the county has the resources to provide such enhanced traffic law enforcement services;

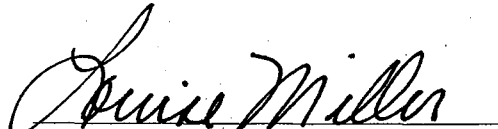
NOW, THEREFORE, BE IT MOVED by the Council of King County:

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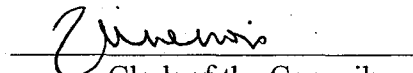
The county executive is authorized to execute an interagency agreement, substantially in the form attached, with the Washington Traffic Safety Commission to provide enhanced traffic law enforcement services.

PASSED by a vote of 9 to 0 this 26th day of July, 1999.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

Attachments: Agreement Between State of Washington Washington Traffic Safety Commission and the King County Sheriff's Office

AGREEMENT
BETWEEN

STATE OF WASHINGTON
WASHINGTON TRAFFIC SAFETY COMMISSION

10730

AND THE

King County Sheriff's Office

THIS AGREEMENT is made and entered into by and between the
WASHINGTON TRAFFIC SAFETY COMMISSION, hereinafter referred to as
"WTSC" and the King County Sheriff's Office (to include Shoreline and
SeaTac Police Departments), hereinafter referred to as KCSO.

IT IS THE PURPOSE OF THIS AGREEMENT TO provide enhanced traffic law enforcement
service, with an emphasis placed on DUI enforcement, in King County on State Route 99.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

STATEMENT OF WORK

The contractor will furnish the following services:

1. Work in cooperation with the King County Traffic Safety Coalition and other law enforcement agencies in the area to provide special DUI enforcement operations on the above mentioned sections of roadway.
2. In groups of three or more, work these emphasis patrols in areas with high volumes of traffic.
3. Stop as many cars exceeding the speed limit, and for other violations, as safely possible.
4. Each officer is responsible to show activity reports reflecting at least three (3) enforcement contacts per hour. Traffic arrests and other time-consuming activities should be noted on activity reports along with corresponding time expended.
5. Increase public awareness of enhanced law enforcement activity along the above referenced roadways through appropriate public information avenues in as well as increased visibility of enforcement personnel.
6. Provide appropriate equipment for use of KCSO personnel assigned to the emphasis patrols.
7. Maintain, and submit with billings, records of the enforcement activities undertaken under terms of this contract, showing personnel, dates and times, **in the form of timesheets or agency personnel detail reports, for each individual**, of the enforcement. A record of the number of contacts with motorists, arrests, warnings and other dispositions shall also be submitted to the WTSC along with each invoice for payment under terms of this contract.

8. The KCSO cannot be paid for other police activity that is outside the scope of this contract.
Example:

An officer involved in a DOTS patrol is called to respond to a serious injury collision or a domestic violence call. Those situations are clearly the primary responsibility of the jurisdiction outside DOTS and the responding officer must go off the "grant clock" at that time and until they are able to return to DOTS activity.

TERMS AND CONDITIONS

All rights and obligations of the parties to this contract shall be subject to and governed by the General Terms and Conditions contained in Exhibit "A" of this agreement.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of the performance of this contract shall commence on April 16, 1999 and be completed by September 15, 1999.

IN CONSIDERATION WHEREOF:

The WTSC shall pay to KCSO for those services provided herein as follows:

WTSC shall compensate KCSO for time expended in accordance with the budgeted amounts in exhibit "B", upon receiving proper invoices submitted as described below, but not in any event to exceed \$5,600.

Expenses will be reimbursed as specified in exhibits "B" and, "C".

BILLING PROCEDURE

WTSC will reimburse KCSO upon receipt of a properly executed invoice. Claim for payment submitted by KCSO to the WTSC for costs payment due under this agreement shall be paid by the WTSC if received by WTSC within 30 days after the contract performance completion date of September 15, 1999.

CONTRACT MANAGEMENT

The work described herein shall be performed under the direction of the Program Director of the WTSC and/or program director's designee.

AGREEMENT ALTERATIONS AND AMENDMENTS

KCSO and the WTSC may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the WTSC and KCSO.

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ORDER OF PRECEDENCE

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable Federal and State Statutes and Regulations;
- b. The Terms and Conditions of this contract, including exhibits "A", "B", and "C".

ALL WRITINGS CONTAINED HEREIN

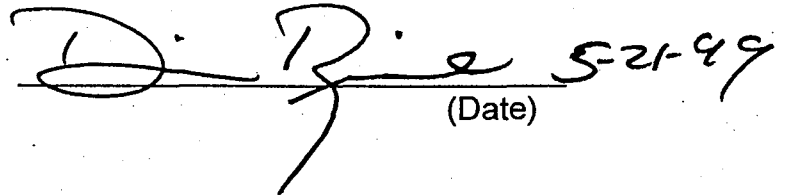
This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, parties have executed this agreement.

WASHINGTON TRAFFIC SAFETY
COMMISSION

KING COUNTY SHERIFF'S OFFICE

(Date)



(Date)

APPROVED AS TO FORM

Assistant Attorney General Date

King County Executive (Date)

APPROVED AS TO FORM

Deputy Prosecuting Attorney
for NORM MALENG
King County Prosecuting Attorney

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS -- As used throughout this contract, the following terms shall have the meanings set forth below:
 - a. "Contractor" shall mean that firm, provider, organization, individual, or other entity performing services under this contract, and shall include all employees of the Contractor.
 - b. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.
 - c. "Agency" shall mean the Washington Traffic Safety Commission of the state of Washington, any division, section, office, unit or other entity of the agency, or any of the officers or other officials lawfully representing that agency.
 - d. "Agent" shall mean the Director, Washington Traffic Safety Commission, and Director's delegate authorized in writing to act on behalf of the Director.

2. CONTRACTOR NOT EMPLOYEE OF THE AGENCY -- The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Agency. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the Agency or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW or Chapter 28B.16 RCW.

3. NONDISCRIMINATION -- In the performance of this agreement, the Contractor shall comply with the provisions of Title VI of Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Chapter 49.60 RCW, and Title I of the Americans With Disabilities Act (42 USC 12111-12117 as now or hereafter amended. The Contractor shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical handicap in:
 - a) Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part; and
 - b) Denying an individual the opportunity to participate in any program provided by this agreement through the provisions of services, or otherwise afforded others.

In the event of Contractor noncompliance or refusal to comply with the above provisions, this agreement may be rescinded, cancelled, or terminated in whole or in part without penalty to the WTSC. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

4. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS -- In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this contract may be rescinded, cancelled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

5. UTILIZATION OF MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES -- The Contractor will utilize minority-owned and women-owned business enterprises, if available, which are certified by the Office of Minority and Women's Business Enterprises under the state of Washington Certification program. The Washington Traffic Safety Commission has established the goals that, of the dollar value of all contracts awarded by the Agency, 10.1% be awarded to minority-owned businesses and 4.0% be awarded to women-owned businesses. The authority for this requirement is Chapter 120, Laws of 1983, and rules promulgated thereunder.

6. DRUG FREE WORKPLACE -- In accordance with the Anti-Drug Act of 1988 (41 USC 702-707), (Drug-Free Workplace; see 42 USC 12644), the Washington Traffic Safety Commission, through its Contractor, has the responsibility to ensure that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employees, grantees, and/or sub-grantees of the Agency and/or any such activity is prohibited in the workplace. see 49 CFR 29.600 et seq; 48 CFR 9.4, 23.5, 52.2.

7. SUBCONTRACTING -- The Contractor does not have the authority to enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agent, however, a copy of any subcontracting agreement will be provided to the Agency.

8. INDEMNIFICATION -- The Contractor shall defend, protect and hold harmless the state of Washington, the Agency, or any employees thereof, from and against all claims, suits or actions arising from the Contractor's acts which are libelous or slanderous, result in injury to persons or property, violate a right of confidentiality, or use or reproduce material of any kind which constitutes an infringement of any copyright, patent, trademark or trade name.

9. COVENANT AGAINST CONTINGENT FEES -- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

10. CONFLICT OF INTEREST -- The Agency may, by written notice to the Contractor, terminate this contract if it is found after due notice and examination by the Agency that there is a violation of the Executive Conflict of Interest Act, Chapter 42.18 RCW; Code of Ethics for Public Officers and employees, Chapter 42.22 RCW; or any similar statute involving the Contractor in the procurement of, or performance under, this contract.

In the event this contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

11. TREATMENT OF ASSETS --

- a. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the agency upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Agency upon (1) issuance for use of such property in the performance of this contract, or (2) commencement of use of such property in the performance of this contract, or (3) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
- b. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.
- c. The Contractor shall be responsible for any loss or damage to property of the Agency which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- d. Upon loss or destruction of, or damage to, any Agency property, the Contractor shall notify the Agency thereof and shall take all reasonable steps to protect that property from further damage.
- e. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
- f. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

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12. NONASSIGNABILITY -- Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor.
13. RECORDS, DOCUMENTS, AND REPORTS -- The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review or audit by personnel duly authorized by the Agency, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this contract three years after settlement, and make them available for inspection by persons authorized under this provision.
14. RIGHT OF INSPECTION -- The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.
15. SAFEGUARDING OF INFORMATION -- The use or disclosure by any party of any information concerning the Agency for any purpose not directly connected with the administration of the Agency's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by written consent of the Agency, provided, however, that the foregoing shall not apply to:
 - a. Information which the Agency has released in writing from being maintained in confidence.
 - b. Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected.
16. RIGHTS IN DATA -- Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Except as otherwise provided in the terms and conditions of this contract, the Contractor or Agency is free to copyright any data developed in the course of or under this contract, but the Agency, including federal agencies, shall reserve a nonexclusive, royalty-free, irrevocable right to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so for government purposes; provided, that such right shall be limited to the extent which the Contractor has authority to grant such right. The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such data which was not produced in the performance of this contract. The Agency shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

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17. REGISTRATION WITH DEPARTMENT OF REVENUE -- The Contractor shall complete registration with the Department of Revenue, General Administration Building, Olympia, Washington 98504, and be responsible for payment of all taxes due on payments made under this contract.
18. LICENSING AND ACCREDITATION STANDARDS -- The Contractor shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards, necessary for the performance of this contract.
19. INDUSTRIAL INSURANCE COVERAGE -- If required by the Department of Labor and Industries, the Contractor shall provide or purchase industrial insurance coverage prior to performing work under this contract. The Agency will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor, or any Subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during performance of duties and services under this contract.
20. ADVANCE PAYMENTS PROHIBITED -- No payment in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Agency.
21. SAVINGS -- In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Agency may terminate the contract under the "Termination for Convenience" Clause, without the thirty-day notice requirement.
22. LIMITATION OF AUTHORITY -- Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.
23. WAIVER OF DEFAULT -- Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed 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 stated to be such in writing, signed by the Agent and attached to the original contract.
24. CHANGES AND MODIFICATIONS -- The Agent may, at any time, by written notification to the Contractor and without notice to any known guarantor or surety, make changes in the general scope of the services to be performed under the contract. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this contract, an equitable adjustment may be made in the contract price or period of performance, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of Contractor's receipt of the notice of such change; provided, however, that the Agent may, upon determining that the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this contract. Failure to

agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes" However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

25. DISPUTES -- Except as otherwise provided in this contract, when a bona fide dispute arises between the Agency and Contractor and it cannot be resolved, either party may request a dispute hearing with the Agent. Either party's request for a dispute hearing must be in writing and clearly state:
- a. The disputed issue(s),
 - b. The relative positions of the parties, and
 - c. The contractor's name, address, and Agency contract identification number/title.

These requests must be mailed to the Director, Washington Traffic Safety commission, 1000 South Cherry Street, P O Box 40944, Olympia Washington 98504, within fifteen (15) days after either party receives notice of the disputed issue(s). The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

26. TERMINATION FOR DEFAULT -- By written notice the Agent may terminate the Contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; provided, that if (a) it is determined for any reason the Contractor was not in default, or (b) the Contractor's failure to perform is without the Contractor's and/or Subcontractor's control, fault or negligence, the termination shall be deemed to be a Termination for Convenience.
27. TERMINATION FOR CONVENIENCE -- Except as otherwise provided in this contract, the Agent may, by thirty (30) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interests of the Agency. If this contract is so terminated, the Agency shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.
28. TERMINATION PROCEDURE -- Upon termination of this contract the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the Agency, and (d) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Agency may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

- a. Stop work under the contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- c. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent the Agent may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Agency and deliver in the manner, at the times, and to the extent been required to be furnished to the Agency;
- f. Complete performance of such part of the work as shall not have been terminated by the Agent; and
- g. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

29. GOVERNING LAW – This contract shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Contractor by execution of this contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

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30. SEVERABILITY – If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of the contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

31. COMPENSATION – The Contractor shall be paid by the Agency for all satisfactorily completed work specified by this contract. Such payment shall be full compensation for all work, services, labor, materials, supplies, equipment, and incidentals necessary to complete the traffic safety campaign as specified.

Exhibit B

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BUDGET

Interagency Agreement

between

Washington Traffic Safety Commission and KING COUNTY SHERIFF'S OFFICE

Work to be billed by invoice with documentation at rate specified in Exhibit "C", not to exceed \$5,600 by October 15, 1999.

The invoice must be accompanied by a summary of the work performed as outlined in item 7 of the "Statement of Work".

EXHIBIT C

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CONTRACTOR'S RATES

1. Overtime expended on project to be billed to the WTSC monthly at the individual rate of each participating officer or supervisor and shall not supplant that individuals regular salary. Overtime to be figured at a time-and-a-half hourly rate