



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 22, 2005

Ordinance 15128

Proposed No. 2005-0034.2

Sponsors Lambert

1 AN ORDINANCE authorizing the county executive to
2 enter into an interagency agreement with Washington
3 Association of Sheriffs and Police Chiefs relating to the
4 Washington state methamphetamine initiative.

5

6

7

STATEMENT OF FACTS:

8

1. Washington Association of Sheriffs and Police Chiefs were awarded a
9 grant from the United States Department of Justice, Office of Community
10 Oriented Policing Services ("COPS").

11

2. The grant is for the purpose of providing a program to address the
12 epidemic of clandestine methamphetamine production and related social-
13 economic problems statewide.

14

3. The Washington Association of Sheriffs and Police Chiefs feels
15 methamphetamine production has reached epidemic growth that has
16 outstripped state and local resources.

17 4. Chemicals and waste products associated with the production of
18 methamphetamine pose significant environmental hazards and health
19 threats to citizens of King County.

20 5. The county wishes to avail itself of a portion of the grant funds obligated by
21 the COPS office.

22 6. King County has participated in this program since 2002 with great success.

23 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

24 SECTION 1. The county executive is authorized to execute an interagency
25 agreement, substantially in the form attached to this ordinance, for the purpose of

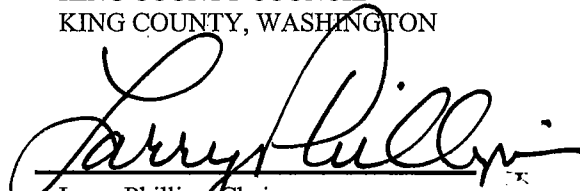
26 providing a focused, comprehensive and proactive approach to aggressively attack the
27 methamphetamine problem in King County.

28

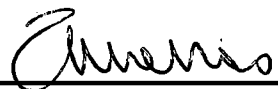
Ordinance 15128 was introduced on 2/7/2005 and passed by the Metropolitan King
County Council on 2/22/2005, by the following vote:

Yes: 13 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.
Pelz, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr.
Irons, Ms. Patterson and Mr. Constantine
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:


Anne Noris, Clerk of the Council

RECEIVED
2005 FEB 24 AM 9:53
CLERK
KING COUNTY COUNCIL

APPROVED this 22 day of February, 2005.


Ron Sims, County Executive

Attachments A. Agreement Between Washington Association of Sheriffs & Police Chiefs and King
County, dated 2-17-05

15128

**Agreement Between Washington Association of Sheriffs & Police Chiefs
And
King County**

2005-034

WASHINGTON ASSOCIATION
OF SHERIFFS & POLICE CHIEFS

WASHINGTON STATE
METHAMPHETAMINE INITIATIVE
FACE SHEET

Attachment A
Dated 2-17-05

- | | |
|---|---|
| <p>1. Contractor's Name and Address:
King County Sheriffs Office
516 3rd Ave.
Seattle WA 98104</p> <p>2. Tax Identification No:
91-6001357</p> <p>3. Contract No:
WSMI03107</p> <p>4. Contact: _____
Title: _____
Telephone: () - _____</p> | <p>5. Contract Period
07/01/03 – 12/31/04</p> <p>6. Funding Authority
U.S. Department of Justice, Office
of Community Oriented Policing
Services
Washington Association of
Sheriffs & Police Chiefs</p> <p>7. Service Area:
Washington State</p> <p>8. CFDA No: 16.710</p> |
|---|---|

9. Requests for reimbursement under this CONTRACT are subject to the following Budget:

A. Personnel:	63,367.00
B. Fringe Benefits:	16,871.00
C. Travel:	3,975.00
D. Equipment:	2,500.00
E. Supplies:	0.00
F. Construction:	0.00
G. Consultants/Contracts:	0.00
H. Other Expense:	5,000.00
10. Total:	\$91,713.00

IN WITNESS WHEREOF, the WASPC and CONTRACTOR acknowledge and accept the terms of this CONTRACT and attachments hereto, and in witness whereof have executed this contract as of the date and year last written below. The rights and obligations of both parties to this CONTRACT are governed by the information on this CONTRACT Face Sheet and other documents incorporated herein by reference: Contract Specific Terms and Conditions, and Contract General Terms and Conditions.

FOR THE WASPC:

FOR THE CONTRACTOR:

Larry V. Erickson, Executive Director
WASPC
Date: _____

Name: _____
Title: _____
Date: _____

15128

BUDGET REVISIONS

The CONTRACTOR shall submit to the WASPC a written request to effect any change(s) in the project budget. Such changes shall be submitted on a "Budget Amendment Request Form." The WASPC may approve or deny the request at its sole discretion.

PERFORMANCE STANDARDS

The CONTRACTOR shall perform the services as defined in the STATEMENT OF WORK incorporated herein; in accordance with the budget and estimated expenditure plan, as stated on the CONTRACT Face Sheet and in accordance with the FY 2003 Washington State Methamphetamine Initiative and the US Department of Justice, Office of Justice Programs, Office of the Comptroller Financial Guide (2002), as well as other policies and procedures issued by the WASPC.

PERIOD OF OBLIGATION

The CONTRACT period during which financial assistance may be provided is indicated on Line 5 of the CONTRACT Face Sheet. The effective date of this CONTRACT shall be the date the last party signs this CONTRACT.

ALLOWABLE COSTS

Allowable costs shall include costs incurred by the CONTRACTOR from the first date of the CONTRACT period, until the CONTRACT is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum federal amount of the CONTRACT as provided on Line 10 of the CONTRACT Face Sheet. Costs allowable under this CONTRACT are based on a budget approved by the WASPC.

The WASPC shall pay to the CONTRACTOR all allowable costs incurred from the first date of the CONTRACT period until this CONTRACT is terminated or expires evidenced by proper expenditure reconciliation report, submitted to the WASPC on a timely basis, insofar as those allowable costs do not exceed the amount appropriated or otherwise available for such purposes as stated on the CONTRACT Face Sheet.

NON-SUPPLANTING

The CONTRACTOR shall not use the federal funds specified by this CONTRACT to supplant local, state, or other federal funds. The CONTRACTOR shall be eligible for payment for services performed under this CONTRACT that are in addition to services performed by the CONTRACTOR prior to the receipt of federal grant funds provided through the WASPC for the activities of the Washington State Methamphetamine Initiative. The CONTRACTOR shall not use these federal funds to replace funding which would otherwise be made available to the CONTRACTOR had the federal funds provided by this CONTRACT not been provided.

PROGRAM MANAGEMENT

The Program Manager shall be responsible for monitoring the performance of this CONTRACT, including approval and acceptance of reports provided by the CONTRACTOR. The Program Manager shall provide and facilitate assistance and guidance to the CONTRACTOR as necessary.

PROGRAM ADMINISTRATION

The CONTRACTOR shall notify the WASPC of the local program administrator who shall be responsible for the performance of this CONTRACT. The CONTRACTOR shall provide the WASPC with the program administrator's name, address, telephone number(s), and any subsequent changes.

REPORTING REQUIREMENTS

The CONTRACTOR shall submit required reports by the date using required forms according to procedures issued by the WASPC. Contractor will be asked to furnish information to the WASPC covering the funded program's operations in the county as a whole. The reports shall include, but are not limited to:

1. Number of law enforcement personnel trained and equipped to respond to meth labs within 24 hours.
2. Number of proactive investigations resulting in arrest.
3. Number of suspect data cards submitted to Washington State Intelligence Network.
4. Number, percent, and identity of law enforcement agencies in county with established protocols for handling drug endangered children.
5. Number of suspects arrested for VUCSA offenses involving methamphetamines.

The reports and their due dates are as follows:

REPORT	DATE DUE
Quarterly Assessment Reports	The 15 th of the month following the three month period in which funded activities were performed.

The CONTRACTOR shall be obligated to submit required reports after the close of the CONTRACT period, during the transfer of obligations to another CONTRACT, or upon termination of the CONTRACT for any reason.

PAYMENT PROVISIONS

The WASPC shall award federal funds to the CONTRACTOR in the amount provided on Line 10 of the CONTRACT Face Sheet. Upon receipt of a fully executed Agreement, the WASPC

15128

will allow reimbursement of allowable expenditures made by the CONTRACTOR. The CONTRACTOR is required to complete and submit to the WASPC a Reimbursement Request Form along with documentation for the expenditures on the 15th of each month. Reimbursements will be made to the CONTRACTOR by the WASPC by mailed check.

EVALUATION AND MONITORING

The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the WASPC that are pertinent to this CONTRACT. The WASPC, the State Auditor, a representative of the United States Department of Justice, or any of their representatives shall have full access to and the right to examine during normal business hours and as often as the WASPC, the State Auditor, or the Department of Justice may deem necessary, all of the CONTRACTOR'S records with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all CONTRACTS, invoices, materials, payroll, and records of matters covered by this CONTRACT. Such rights extend for three years from the date final reconciliation is made hereunder.

ACKNOWLEDGEMENT OF FEDERAL FUNDS

The CONTRACTOR and its SUBCONTRACTORS shall comply with the special conditions listed below:

1. The CONTRACTOR agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide Chapter 19.
2. The CONTRACTOR shall submit to the WASPC one copy of all reports and proposed publications resulting from this agreement thirty (30) days prior to public release. Any written, visual, or audio publications with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements:

This project was supported by Grant No. 2001-CK-WX-0177 awarded by the U.S. Department of Justice Office of Community Oriented Policing Services (COPS Office). Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice.

ENTIRE AGREEMENT

This CONTRACT contains the entire agreement of the parties and may not be modified or amended except as provided herein. The CONTRACTOR shall perform in accordance with the specific and general terms and conditions of this CONTRACT. No other understanding, oral or written, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any of the parties hereto. The CONTRACTOR shall comply with all applicable laws, ordinances,

codes, regulations and policies of local, state, and federal governments. This CONTRACT consists of the following documents:

1. FFY2003 Contract Face Sheet
2. Contract Specific Terms and Conditions
3. Contract General Terms and Conditions

ORDER OF PRECEDENCE

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

1. Applicable federal statutes and regulations
2. Applicable state statutes and regulations
3. CONTRACT Face Sheet
4. CONTRACT Specific Terms and Conditions
5. CONTRACT General Terms and Conditions

STATEMENT OF WORK

During the appropriations cycle of fiscal year 2001, \$45.3 million was earmarked for the implementation of community policing initiatives to combat the escalation of methamphetamine problems in the United States. The COPS Office was directed by the legislation to allocate funding to areas specified by congress as having the greatest need for assistance in eradicating this drug problem.

The COPS Office has facilitated the funding of a variety of enforcement and training programs to diverse areas of the country with the greatest need for assistance in eradicating this particular drug problem. The COPS Methamphetamine Initiative funds will be used to support a variety of enforcement, intervention, and prevention efforts designed to use community policing strategies to combat methamphetamine problems. This grant program provides federal funding for selected sites for one year.

- A-1 The CONTRACTOR shall work in accordance with the Washington State Methamphetamine Initiative goals.
- A-2 The CONTRACTOR is required to expend the grant amount within the allowable budget categories, during the grant expenditure period.
- A-3 Payments will be made on a reimbursement basis by mailed check.
- A-4 The CONTRACTOR will submit timely reimbursement requests and quarterly reports.

15128

SPECIAL CONDITIONS

The CONTRACTOR agrees to comply with the following Special Conditions and to require any sub-recipient(s) to comply with the following special conditions.

1. To comply with the administrative requirements set forth in the current edition of the Office of Justice programs (OJP) Financial Guide.
2. To comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
3. To submit to the WASPC one copy of all reports and proposed publication resulting from this agreement thirty (30) days prior to public release. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or governments expense, shall contain the following statements:

This project was supported by Grant No. 2001-CK-WX-0177 awarded by the U.S. Department of Justice Office of Community Oriented Policing Services (COPS Office). Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice.

4. The recipient shall submit semi-annual progress reports. Progress reports shall be submitted within 15 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. The specific elements to be collected in the reports and the format will be determined at a later date.
5. CONTRACTOR agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
6. CONTRACTOR agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. CONTRACTOR further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accordance with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
7. CONTRACTOR agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. CONTRACTOR further agrees not to sub award to local jails which operate "pay-to-stay" programs.

WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS CONTRACT GENERAL TERMS AND CONDITIONS

DEFINITIONS

As used throughout this CONTRACT, the following terms shall have the meanings set forth below:

1. "WASPC" shall mean the Washington Association of Sheriffs and Police Chiefs, any division, section, office, unit or other entity of the WASPC, or any of the officers or other officials lawfully representing the WASPC.
2. "CONTRACTOR" shall mean the agency, firm, provider, organization, individual, or other entity performing services under this CONTRACT. It shall include any Subcontractor retained by the prime CONTRACTOR as permitted under the terms of this CONTRACT.
3. A "SUBCONTRACTOR" shall mean a person or entity who is not an employee of the CONTRACTOR, who is an individual or other entity performing all or part of the services under this CONTRACT, under a separate written CONTRACT with the CONTRACTOR. It shall include any SUBCONTRACTOR retained by the prime CONTRACTOR as permitted under the terms of this CONTRACT. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" mean SUBCONTRACTOR(S) in any tier.

GOVERNING LAW AND VENUE

This CONTRACT shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this CONTRACT shall be the Superior Court of Thurston County, Washington.

CONTRACTOR NOT EMPLOYEE, OFFICER, OR AGENT OF AGENCY

The CONTRACTOR and his/her employees or agents performing under this CONTRACT are not deemed to be employees, officers, or agents of the WASPC in any manner whatsoever. The CONTRACTOR will not hold himself/herself out as, nor claim to be an officer, employee, or agent of the WASPC by any reason hereof and will not make any such applicable claim, demand, or application to or for any right or privilege.

CONTRACT MODIFICATIONS

The WASPC and the CONTRACTOR may request changes in services to be performed with the funds, or in the amount of funds to be reimbursed to the CONTRACTOR. Any such changes that are mutually agreed upon by the WASPC and the CONTRACTOR shall be incorporated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated

15128

herein, unless made in writing and signed by the parties hereto, shall not be binding. However the DIRECTOR may, at any time, by written notification to the CONTRACTOR and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under this CONTRACT. If any such change causes an increase or decrease in the cost of, or at 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.

SUBCONTRACTS

Neither the CONTRACTOR nor any SUBCONTRACTORS shall enter into SUBCONTRACTS for any of the work contemplated under this CONTRACT without obtaining prior written approval of the WASPC.

DUPLICATION OF COSTS

The CONTRACTOR certifies that work to be performed under this CONTRACT does not duplicate any work to be charged against any other CONTRACT, SUBCONTRACT, or other funding. The CONTRACTOR shall include the provisions of this clause in any SUBCONTRACT.

NONDISCRIMINATION

During the performance of this CONTRACT, the CONTRACTOR shall comply with the WASPC'S nondiscrimination plan and the federal and state laws upon which it is based. Requirements of the nondiscrimination plan are hereby incorporated by reference, and include, but are not limited to:

1. Nondiscrimination in employment: The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. The CONTRACTOR shall take affirmative action to ensure that employees are employed and treated during employment without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of sensory, mental, or physical handicap. Such action shall include, but not limited to, the following: employment upgrading, demotion, or transfer; and recruitment or selection for training, including apprenticeships and volunteers.
2. Nondiscrimination in services: The CONTRACTOR shall not discriminate against any person eligible for services or participation in the program because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam Era or disabled veterans status, or the presence of any sensory, mental or physical handicap.
3. Religious Activity: The CONTRACTOR shall not use any curricula or materials, which have any religious orientation. The CONTRACTOR shall not require participants under this CONTRACT to participate in any religious activity.

15128

NONCOMPLIANCE WITH NONDISCRIMINATION PLAN

In the event of the CONTRACTOR'S noncompliance or refusal to comply with the above non-discrimination plan, this CONTRACT may be rescinded, canceled, or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further CONTRACTS with the WASPC. The CONTRACTOR shall, however, be given a reasonable time, in no event to exceed thirty (30) days, in which to correct this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990

The CONTRACTOR shall comply with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et seq. and its implementing regulations. This act provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

USE OF MINORITY AND WOMEN BUSINESS ENTERPRISES

The CONTRACTOR shall provide the maximum opportunity to Minority and Women Owned Business Enterprises to participate in the performance of this CONTRACT. This condition shall be included in all SUBCONTRACTS under this CONTRACT.

INDEMNIFICATION

The CONTRACTOR agrees that he or she is financially responsible (liable) for any audit exception or other financial loss to the WASPC which occurs due to the negligence, intentional acts, or failure for any reason, to comply with the terms of this CONTRACT by the CONTRACTOR and/or its agents, employees, SUBCONTRACTORS or representatives.

The CONTRACTOR further agrees to protect, defend, and save the WASPC, its appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property or any other liability arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the CONTRACTOR and/or its agents, employees, SUBCONTRACTORS, or representatives under this CONTRACT.

The CONTRACTOR is responsible for ensuring that any SUBCONTRACTOR(S) include a comprehensive indemnification clause holding harmless the CONTRACTOR, and the WASPC.

The CONTRACTOR waives his or her immunity under Title 51 RCW to the extent required by this clause.

LIABILITY INSURANCE

The WASPC assumes no liability with respect to bodily injury, illness, accident, theft, or any other damages or losses concerning persons or property, or involving the CONTRACTORS equipment or vehicles. The CONTRACTOR is responsible for providing adequate insurance coverage to protect against legal liability arising out of activities under this CONTRACT. The CONTRACTOR shall notify the WASPC forty-five (45) days before cancellation or reduction in the CONTRACTOR'S insurance coverage.

1. Public Liability Insurance

The CONTRACTOR shall at all times during the term of this CONTRACT, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death or property damage occurring or arising out of services provided under this CONTRACT. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the CONTRACTOR or its officers, agents, representatives, assigns, or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the WASPC, with the approval of the CONTRACTOR (which shall not be unreasonably withheld), shall not be less than \$1,000,000 combined single limits.

2. Automobile Liability Insurance

In the event that services delivered pursuant to this CONTRACT involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If CONTRACTOR-owned personal vehicles are used, a Business Automobile Policy covering a minimum Code 2 "owned autos only" must be secured. If CONTRACTOR employee's vehicles are used, the CONTRACTOR must also include under the Business Automobile Policy Code 9, coverage for "non-owned autos". The minimum limit for automobile liability is \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage.

3. Professional Liability, Errors and Omissions Insurance

In the event that services delivered pursuant to a CONTRACT or agreement, either directly or indirectly, involve or require providing professional services, Professional Liability Errors and Omissions Insurance shall be required. "Professional Services," for purposes of the CONTRACT section, shall mean any services provided by a physician, psychologist, architect, or other licensed professional. The CONTRACTOR shall maintain minimum limits no less than \$1,000,000 per occurrence.

Alternatively, the CONTRACTOR may provide the coverage specified above under a self-insurance risk management program.

15128

Additionally, the CONTRACTOR is responsible for ensuring that liability related to SUBCONTRACTOR activity is appropriately covered by insurance provided either by the SUBCONTRACTOR or CONTRACTOR.

WORKERS COMPENSATION COVERAGE

The CONTRACTOR shall provide or purchase workers' compensation insurance coverage prior to performing work under this CONTRACT. The WASPC will not be responsible for payment of workers compensation insurance premiums or for any other claim or benefit for a consultant; or any SUBCONTRACTOR or employee of the CONTRACTOR, which might arise under the workers compensation laws during performance of duties and services under this CONTRACT.

The CONTRACTOR will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the CONTRACTOR, and for all employees of any SUBCONTRACT retained by the CONTRACTOR, suffering bodily injury (including death) by accident or disease, which arises out of or in the connection with the performance of the CONTRACT. Satisfaction of these requirements shall include, but shall not be limited to:

1. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such program is mandatory in any jurisdiction.
2. Purchase of workers' compensation and occupational disease insurance providing benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under a mandatory government program as in 1. above, and/or;
3. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of CONTRACTOR'S compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1., 2., and 3., above shall provide for a full waiver of right of subrogation against the WASPC, its directors, officers, and employees.

If the CONTRACTOR or any SUBCONTRACTOR retained by the CONTRACTOR fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations, and the WASPC incurs fines or is required by law to provide benefits to such employees or to obtain coverage for such employees, the CONTRACTOR will indemnify the WASPC for such fines, payment of benefits to CONTRACTOR or SUBCONTRACTOR employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed to the WASPC by the CONTRACTOR pursuant to the indemnity may be deducted from any payments owed by the WASPC for performance of this CONTRACT.

4. The CONTRACTOR, in addition to complying with the provisions of the Workers' Compensation section above, will maintain coverage for employer's liability with a policy limit of not less than \$1,000,000 per accident.

The CONTRACTOR shall include these requirements in all approved SUBCONTRACTS.

BONDING

Within ten (10) calendar days after receipt of notice of award of this CONTRACT, the CONTRACTOR shall ensure that every officer, director, or employee who is authorized to act on behalf of the CONTRACTOR or any SUBCONTRACTOR for the purpose of receiving or depositing funds into the program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be bonded to provide protection against loss. The SUBCONTRACTOR or the CONTRACTOR may provide SUBCONTRACTOR bonding. Fidelity bonding secured pursuant to the CONTRACT must name the WASPC as beneficiary.

The amount of coverage must be \$100,000 or the total amount of the CONTRACT, whichever is less, and must be secured for the term of the CONTRACT. The CONTRACTOR will provide the WASPC a copy of the bonding instrument or certification of the same from the bond issuing company.

The CONTRACTOR shall provide a Performance Bond, (if specifications require), executed by a competent and financially sound surety company, rated B or higher, and admitted to write in Washington by the State Insurance Commissioner.

If the CONTRACTOR is self-insured, the CONTRACTOR upon request by the WASPC will provide evidence of such insurance to the WASPC.

ACCEPTABILITY OF INSURERS AND PROOF OF INSURANCE

1. Proof of Insurance

Certificates or other evidence satisfactory to the WASPC confirming the existence, terms, and conditions of all insurance required in this CONTRACT shall be kept on file by the CONTRACTOR within ten days of the CONTRACTOR'S receipt of the notice of award of this CONTRACT. The policy(ies) of insurance required to be maintained in accordance with this CONTRACT shall not be cancelled or given notice of non-renewal, nor shall the terms of conditions thereof be altered or amended without forty-five (45) days prior written notice given to the WASPC.

2. Additional Insured

The WASPC shall be specifically named as an additional insured on all policies, and all policies shall be primary to any other valid and collectable insurance. At its option, the WASPC may waive this requirement where insurance carriers will not under any circumstances extend secondary insured coverage for physicians' professional liability, or

architects' and engineers' insurance. The WASPC may also waive this requirement where insurance carriers will not under any circumstances extend secondary fidelity bonding coverage for private nonprofit organizations.

COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or agency has been employed or retained on a contingent fee for the purpose of seeking or obtaining this CONTRACT. This does not apply to legitimate employees or an established commercial or selling agency maintained by the CONTRACTOR for the purpose of securing business.

In the event of breach of this clause by the CONTRACTOR, the WASPC may at its discretion:

1. Rescind the CONTRACT without any liability; or
2. Deduct from the CONTRACT price or consideration or otherwise recover the full amount of any such contingent fee.

PROGRAM INCOME

Program income generated by interest-bearing accounts or otherwise under this CONTRACT shall be used for operational expenses not included in the total budget.

CONFLICT OF INTEREST

The WASPC may, by written notice to the CONTRACTOR:

1. Terminate this CONTRACT if it is found after due notice and examination by the DIRECTOR that there is a violation of Chapter 42.52 RCW, Ethics in Public Service, or any similar statute involving the CONTRACTOR in the procurement of or performance under this CONTRACT.
2. In the event this CONTRACT is terminated as provided in (1) above, the WASPC shall be entitled to pursue remedies against the CONTRACTOR for breach of the CONTRACT by the CONTRACTOR. The rights and remedies of the WASPC provided for in this section are in addition to any other rights and remedies provided by law. Any determination made by the WASPC under this clause may be reviewed as provided in the "Disputes" clause of the CONTRACT.

TREATMENT OF ASSETS

The CONTRACTOR shall take the following actions to secure the financial interest of the WASPC in items purchased under this CONTRACT:

1. Title to all property furnished by the WASPC shall remain in the WASPC. Title to all property purchased by the CONTRACTOR, the cost of which the CONTRACTOR is entitled

to be reimbursed as a direct item of cost under this CONTRACT, shall remain with the CONTRACTOR provided the CONTRACTOR certifies to the WASPC in writing that the property will be used for the same funded program purposes. If such certification is not made, title shall vest in the WASPC.

2. The CONTRACTOR shall be responsible for any loss or damage to property of the WASPC, which results from the negligence of the CONTRACTOR or which results from failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
3. The CONTRACTOR shall maintain records, perform inventories, and maintain control systems to prevent loss, damage, or theft of equipment, materials, and supplies.
4. The CONTRACTOR shall maintain a non-expendable equipment inventory on file. The WASPC'S interest in equipment purchased under this CONTRACT and prior CONTRACTS from the same funding source is automatically transferred forward to the next CONTRACT year at the close of the CONTRACT period.
5. The CONTRACTOR shall surrender to the WASPC all property of the WASPC prior to settlement upon completion, termination, or cancellation of this CONTRACT.

PROCUREMENT STANDARDS

The CONTRACTOR shall establish procurement policies and procedures for all purchases funded by this CONTRACT as follows:

1. Establish a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of bids using federal funds.
2. Ensure that all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. CONTRACTORS and SUBCONTRACTORS shall be required to receive prior approval from the WASPC for using funds from this CONTRACT to enter into a sole source CONTRACT or a CONTRACT where only one bid or proposal is received when value of the CONTRACT is expected to exceed \$5,000. Prior approval requests shall include: a copy of the proposed CONTRACT, any related procurement documents, and justification for noncompetitive procurement, if applicable.

NONASSIGNABILITY

Neither this CONTRACT, nor any claim arising under this CONTRACT, shall be transferred or assigned by the CONTRACTOR.

RIGHTS OF DATA

All finished or unfinished documents, data, studies, surveys, drawings, models, photographs, films, duplicating plates, computer disks, and reports prepared by the CONTRACTOR under this CONTRACT shall be for the common use of both the CONTRACTOR and the WASPC. The WASPC may duplicate, use, and disclose in any manner, and for any purpose whatsoever, all material prepared under this CONTRACT.

The CONTRACTOR shall be required to obtain prior approval of the WASPC to produce patents, patent rights, inventions, original books, manuals, films, or other patentable or copyrightable materials, in whole or in part, with funds received under this CONTRACT. The WASPC reserves the right to determine whether protection of inventions or discoveries shall be disposed of and administered in order to protect the public interest. Before the CONTRACTOR copyrights any materials produced with funds under this CONTRACT, the WASPC reserves the right to negotiate a reasonable royalty fee and agreement.

RECAPTURE PROVISION

In the event the CONTRACTOR fails to expend funds in accordance with state law or the provisions of this CONTRACT, the WASPC reserves the right to recapture funds in an amount equivalent to the extent of the noncompliance. Such right of recapture shall exist for a period not to exceed six (6) years following termination of this CONTRACT. Repayment by the CONTRACTOR of funds under this recapture shall occur within thirty (30) days of demand.

WRITTEN POLICIES AND PROCEDURES

Written policies and procedures consistent with federal and state regulations, as applicable, shall be kept on file in the office of the CONTRACTOR or its local programs and available for review. Such policies and procedures shall include, but not be limited to: personnel regulations; job descriptions; organizational charts; travel regulations; fiscal management regulations; and affirmative action policies and plans.

RECORDS AND DOCUMENTS

The CONTRACTOR shall maintain books, records, documents, and other evidence that properly reflect financial procedures and practices, participant records, statistical records, property and materials records and supporting documentation. These records shall be subject at all reasonable hours to review and audit by the WASPC, the Office of the State Auditor, and state and federal officials so authorized by law. The CONTRACTOR shall retain all such records for a period of six (6) years from termination of the CONTRACT.

If any litigation or audit is begun in the period during which records must be retained, or if a claim is initiated involving the CONTRACT or any related agreement, the CONTRACTOR must retain the related records until the litigation, audit, or claim has been finally resolved.

DOCUMENTS ON FILE

Documents consistent with federal and state regulations, as applicable, shall be kept on file and available for review in the office of the CONTRACTOR or its local programs. Such documents shall include, but not be limited to; Articles of Incorporation/Tribal Charter; by-laws; IRS Nonprofit Status Certification; latest agency audit; and insurance policies and bonding required by the CONTRACT.

APPLICABLE LAWS AND REGULATIONS

The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations, and policies of state and federal governments, as now or hereafter amended.

LOBBYING FOR GRANTS AND COOPERATIVE AGREEMENTS

1. No funds 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 the making of this CONTRACT, which is funded in whole or in part with federal funds.
2. If any funds other than federal appropriated funds 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 this CONTRACT, the CONTRACTOR shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The CONTRACTOR shall require that the language of this certification be included in the CONTRACT language for all SUBCONTRACTS at all tiers and that all SUBCONTRACTS shall certify and disclose accordingly.

POLITICAL ACTIVITIES PROHIBITED

No funds may be used in working for or against ballot measures on for or against the candidacy of any person for public office.

DISPUTES

Except as otherwise provided in this CONTRACT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the WASPC, as representative appointed by the CONTRACTOR, and third party mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

LEGAL PROCEEDINGS

In the event the WASPC is required to institute legal proceedings to enforce any provision of this CONTRACT, and is the prevailing party, the WASPC shall be entitled to its costs thereof, including reasonable attorneys' fees.

TERMINATION OF CONTRACT

1. If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this CONTRACT, the WASPC shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the CONTRACTOR describing such default or violation.
2. Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.
3. Reimbursement for CONTRACTOR services performed, and not otherwise paid for by the WASPC prior to the effective date of such termination, shall be as the WASPC reasonably determines.
4. The WASPC may immediately and unilaterally terminate all or part of this CONTRACT, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this CONTRACT. Such termination shall be effective when the WASPC sends written notice of termination to the CONTRACTOR.

LICENSING AND ACCREDITATION STANDARDS

The CONTRACTOR shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards necessary in the performance of this CONTRACT.

SEVERABILITY

In the event any term or condition of this CONTRACT or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this CONTRACT that can be given effect without the invalid term, condition, or application. To the end the terms and conditions of this CONTRACT are declared severable.

AUDIT REQUIREMENTS

1. Federal Funds Audit Requirements

CONTRACTORS expending \$300,000 or more in total federal funds in a fiscal year from all sources, direct and indirect, are required to have an audit conducted in accordance with

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Institutions."

In addition to sending a copy of the audit, the CONTRACTOR must include:

- Copy of the data form
- Copy of the audit certificate
- Corrective action plan for audit findings (if applicable)
- Copy of the Management Letter (if Contractor receives)

If the CONTRACTOR is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the CONTRACTOR in accordance of OMB Circular A-110 "Uniform Requirements for Grants and Agreements with Institutions of Higher Education and Other Non-Profit Organizations."

The WASPC may require CONTRACTORS expending less than \$300,000 in total federal funds (indirect and direct) to have a financial audit. In any case, financial records must be available for review by the WASPC.

The CONTRACTOR shall include the above audit requirements in any SUBCONTRACTS.

2. State Funds Audit Requirements

If the CONTRACT includes state funds, CONTRACTORS expending \$75,000 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Accounting Standards (GAAS).

If CONTRACTOR has an OMB Circular A-133 audit, it meets these requirements.

The CONTRACTOR shall include the above audit requirements in any SUBCONTRACTS granting state funds to sub recipients.

3. The CONTRACTOR must send a copy of the audit report no later than nine months after the end of the CONTRACTOR'S fiscal year(s) to:

Washington Association of Sheriffs & Police Chiefs
3060 Willamette Drive NE
Lacey WA 98516
ATTN: Financial Services Manager

4. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The CONTRACTOR must respond to WASPC requests for information or corrective action concerning audit issues within 30 days of the date of request.

SPECIAL PROVISION

The WASPC'S failure to insist upon strict performance of any provision of this AGREEMENT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any rights under this AGREEMENT.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY

If federal funds are the basis for this CONTRACT, the CONTRACTOR certifies that neither it nor its principals are presently disbarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

COUNCIL APPROVAL

King County's obligations under this CONTRACT are subject to official Metropolitan King County Council approval.

15128

**Washington State Methamphetamine Initiative
Reimbursement Request**

Agency seeking reimbursement: **King County**

Billing for the Month of:

Description	Total Budget	Total Prior Billings	Current Billing	Total Billing YTD	Contract Balance
A. Personnel	63,367.00				
B. Fringe Benefits	16,871.00				
C. Travel	3,975.00				
D. Equipment	2,500.00				
E. Supplies	0.00				
F. Construction	0.00				
G. Consultants/ Contracts	0.00				
H. Other Expense	5,000.00				
Totals	\$91,713.00				

I hereby certify that the items and totals listed herein are proper charges for materials, merchandise or services furnished under the contract with the Washington Association of Sheriffs & Police Chiefs, Pierce County Alliance, the Washington Methamphetamine Initiative and the COPS Office.

Signature

Date

Printed Name

Title

15128

**WASHINGTON STATE METHAMPHETAMINE INITIATIVE
BUDGET CHANGE REQUEST FORM**

All budget changes must be pre-approved. WASPC will notify you upon approval of requested changes.

AGENCY NAME:

DATE:

REQUEST SUBMITTED BY:

PHONE #:

PROPOSED CHANGES:

CATEGORY	ORIGINAL BUDGETED AMOUNT	PROPOSED CHANGE	CATEGORY TOTAL
A. PERSONNEL			
B. FRINGE BENEFITS			
C. TRAVEL			
D. EQUIPMENT			
E. SUPPLIES			
F. CONSTRUCTION			
G. CONSULTANTS/ CONTRACTS			
H. OTHER EXPENSE			
TOTAL			

BUDGET CHANGE JUSTIFICATION: (Attach additional sheets if necessary.)

SHERIFF'S SIGNATURE:

DATE:

15128

Waiver

Pursuant to the Washington Association of Sheriffs and Police Chiefs Contract General Terms and Conditions, section ACCEPTABILITY OF INSURERS AND PROOF OF INSURANCE, subsection 2., Additional Insured; King County as "Contractor" hereby requests a waiver of the requirement to add WASPC as an additional insured to its self-insurance program for all coverages provided.

King County, a charter county government under the constitution of the State of Washington, hereinafter referred to as "Contractor", maintains a fully funded Self-Insurance program as defined in King County Code 4.12 for the protection and handling of the Contractor's liabilities including injuries to persons and damage to property.

WASPC acknowledges, agrees and understands that the Contractor is self-funded for all of its liability exposures: The Contractor agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The Contractor agrees to provide the WASPC with at least 45 days prior written notice of any material change in the Contractor's self-funded program and will provide the WASPC with a certificate of self-insurance as adequate proof of coverage. WASPC further acknowledges, agrees and understands that the Contractor does not purchase Commercial General Liability insurance and is a self-insured governmental entity, therefore the Contractor does not have the ability to add WASPC as an additional insured.

All other terms and conditions remain in full force and effect.

Requested by, for the Contractor,

Ron Sims
King County Executive

Waiver Approved By WASPC

Larry Erickson, Executive Director
WASPC