



King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Payables Section
206-263-9400 TTY Relay: 711

THIS CONTRACT # _____ ("Contract") is entered into by **KING COUNTY**, Washington, a home rule charter county and a political subdivision of the State of Washington (the "County"), and Change Integration Consulting, LLC (the "Contractor"), whose address is 2728 261 Ave. SE, Sammamish, WA 98075. The County is undertaking certain activities related to providing an assessment on the use of force for the Office of Law Enforcement Oversight, and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

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

I. CONTRACT DOCUMENTS

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

1. Contract Amendment(s)
2. Contract, which consists of this page, the Terms and Conditions, and the following:
 - Scope of Work and Price Exhibit A
 - Certificate(s) of Insurance and Policy Endorsement..... Exhibit B
 - Other Exhibits and attachments (KC Disclosure, W-9).....Exhibit C
 - Non-Disclosure Agreement Exhibit D
3. Request for Proposal (if applicable - as modified by any addenda)

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire Dec 31, 2017, unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract in an amount not to exceed \$40,000.

IV. ACKNOWLEDGEMENT AND AUTHORITY

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Contract. Therefore, the parties expressly agree that this Contract shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

The parties executing this Contract have authority to sign and bind its represented party to this Contract.

COMPANY NAME

Kathy Olson

Authorized Signature

Kathryn Olson

Change Integration Consulting LLC

Name and Title (Print or Type)

Date

Accepted:

12/7/16

KING COUNTY

Authorized Signature

Joe McDermott, Council Chair

Date

Accepted:

Approved as to form only:

King County Prosecuting Attorney

TERMS AND CONDITIONS

SECTION 1 DEFINITIONS

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

Acceptance or Accepted: A written determination by the County that the Contractor has completed the Work in accordance with the Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.

Day: Calendar day.

KCC: The King County Code.

Measurable Amount of Work: A definitive allocation of an employee's time that can be attributed to Work performed under this Contract, but that is not less than a total of one hour in any one week period.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.

RCW: The Revised Code of Washington.

Scope of Work (SOW): An exhibit to the Contract consisting of a written description of the Work to be performed.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

SECTION 2 GENERAL PROVISIONS

2.1 Administration

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

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

2.2 Acceptance of Work

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

2.3 Warranty

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

2.4 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County Accounts Payable, M/S CNK-ES-0320, 401 Fifth Avenue, Seattle, WA 98104. All invoices shall include: purchase order and/or contract number, invoice date, number, and total. For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

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

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

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

2.5 Pricing

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

by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.6 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.7 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.6, Contract Amendment.

2.8 Taxes, Licenses, and Certificate Requirements

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

2.9 Notices

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

| KING COUNTY | CONTRACTOR |
|---|------------------------------------|
| Project Manager – Deborah Jacobs, Director | Kathryn Olson |
| Office of Law Enforcement Oversight | Change Integration Consulting, LLC |
| 401 5 th Avenue, Room 131 | 2728 261 Ave. SE |
| Seattle, WA | Sammamish, WA |
| 206-263-8002 | 206-890-5932 |
| deborah.jacobs@kingcounty.gov | |

2.10 Certification Regarding Debarment, Suspension and Other Responsibility Matters

Under King County Code 2.93.170, the King County Executive may debar a Consultant from consideration for award of contracts with the County for up to two years, and may suspend a

Consultant from consideration for award of contracts with the County if there is probable cause for debarment for up to six months; for the following:

- A. Conviction within the five years preceding commencement of the debarment or suspension for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- B. Conviction within the five years preceding commencement of the debarment or suspension under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that currently, seriously and directly affects responsibility as a consultant to the county;
- C. Conviction within the five years preceding commencement of the debarment or suspension under state or federal antitrust statutes arising out of the submission of bids or proposals;
- D. Violation of state wage payment laws;
- E. Violation of ethical standards set forth in contracts with the County;
- F. Violation of contract provisions, such as the following, of a character that is regarded by the Executive to be so serious as to justify debarment action:
 - 1. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract;
 - 2. Substantial failure to comply with commitments to and contractual requirement for participation by minority and women's business enterprises and equal employment opportunity; or
 - 3. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, though failure to perform or unsatisfactory performance caused by acts beyond the control of the Consultant shall not be considered to be a basis for debarment; or
- G. Any other cause that the Executive determines to be so serious and compelling as to affect responsibility as a Consultant to the county, including debarment by another governmental entity for any cause similar to those in this subsection;

The King County Executive may issue an Order of Suspension/Debarment under King County Code 2.93.170 and Executive Policies and Procedures CON 7-20(PR). Rights and remedies of the County under these provisions are besides other rights and remedies provided by law or under the Agreement.

SECTION 3 LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Contractor

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

3.2 Indemnification and Hold Harmless

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

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

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

3.3 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the County shall receive notice at least forty-five (45) Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon demand of the County, deliver to the County all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

3.4 Insurance Requirements

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

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

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

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

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

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than,

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a

\$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations

2. Workers' Compensation: Statutory requirements of the State of residency, and
3. Employers' Liability or "Stop Gap" coverage: \$1,000,000

B. Other Insurance Provisions and Requirements

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

All Liability Policies except Workers Compensation and Professional Liability:

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

All Policies:

1. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor
3. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the County.
4. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

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

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

C. Subcontractors

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

D. Work Site Safety

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

SECTION 4 CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.
- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
 2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
 3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.
- C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
 2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
 3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

SECTION 5 RECORDS AND AUDITS

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

A. Retention of Records

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

B. Audit Access

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

5.2 Audit Exception

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

5.3 Federal Funding Audit

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

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

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

SECTION 6 INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

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

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

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

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

6.2 Nondisclosure of Data

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

6.3 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

SECTION 7 NONDISCRIMINATION AND PAYMENT OF A LIVING WAGE

7.1 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

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

B. Equal Employment Opportunity Efforts

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

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

In accordance with King County Ordinance 14823, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Contract. Absent authorization for delayed or alternative compliance, failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, by signing the Contract/Bid Submittal the Contractor is indicating compliance with this requirement or with the terms of an authorization for delayed or alternative compliance.

D. Nondiscrimination in Subcontracting Practices.

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

E. Compliance with Laws and Regulations.

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers Policy.

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

Inquiries and Information Regarding King County Certified SCS Firms. Direct inquiries on how to apply for SCS certification, or obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by email at SCSCertification@kingcounty.gov. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at: www.kingcounty.gov/bdcc.

Definitions. The following definitions shall apply throughout this Section.

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

G. Required Submittals During Work.

The Contractor shall collect, enter, submit and update the submittals listed below for itself, its Subcontractors and any sub tier Subcontractors and suppliers to BDCC using the Contracts and Apprenticeship Report Tracking Services (CARTS) online reporting website located at www.kingcounty.gov/bdcc. Report forms are available on the website. Assistance may be obtained by contacting BDCC staff at SCSCertification@kingcounty.gov.

1. Subcontractor List. The Contractor shall create and maintain a master list of all Subcontractors on this Contract, the Contractor shall continually maintain the Subcontractors and Suppliers.

2. Contractor Payments. The Contractor shall enter and submit the amount received from the County for itself and the amounts paid by the Contractor to all Subcontractors, including Certified SCS Firms. Entries shall be entered in CARTS on a monthly basis.
 3. Final Affidavits of Amounts Paid. Upon completion of the Work and as a condition precedent to final payment, the Contractor shall upload a Final Affidavit of Amounts Paid electronically using CARTS. Identify amounts paid to each firm that performed Work on this Contract.
- H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

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

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

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

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

7.2 Requirements of King County Living Wage Ordinance

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

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

SECTION 8 CLAIMS AND APPEALS; DISPUTE RESOLUTION

8.1 Claims and Appeals

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

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

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

8.2 Mediation and Arbitration

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

8.3 Applicable Law and Forum

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

SECTION 9 TERMINATION

9.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

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

B. Termination for Default

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

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.10. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.10 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

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

- c. The Contractor shall be released from any obligation to provide further Work under the Contract affected by the termination.
2. Notwithstanding subsection 1., funding of this Contract beyond the current biennium is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Otherwise, the Contract shall terminate on December 31 of the current biennium

SECTION 10 MISCELLANEOUS

10.1 Other Public Agency Orders

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

If the contractor agrees to extend this contract to other governmental agencies, this contract is subject to an Administrative Fee (Fee) of 1% (.01). The Fee shall be based on total sales made to each governmental agency outside of King County's Departments, Divisions and Agencies, less sales tax, freight and any credits(s). The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Payables Section not less than twice per year, on July 31st and January 31st for the first and second half of the year sales respectively. Fees submitted shall be accompanied by a sales report, reference the contract number, and show the total sales to other governmental agencies, excluding King County. The contractor shall not invoice the Fee to any contract user.

10.2 Assignment

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

10.3 Force Majeure

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

10.4 Environmentally Preferable Product Procurement Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

Ref: KCC 18.20 and King County Executive Policy 7-1-2.

10.5 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with “The Health Insurance Portability and Accountability Act of 1996” (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: www.hhs.gov/ocr/hipaa/.

10.6 No Third Party Beneficiary

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

10.7 Severability

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

10.8 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

END OF TERMS AND CONDITIONS

Exhibit A**Use of Force Review Scope**

Contractor will examine a sampling of unnecessary or/and excessive force complaints made to the KCSO over a two-year period. The examination will include a qualitative and quantitative review of policy compliance and investigative thoroughness. Vendors will also quantitatively analyze the sample for potential differential treatment of protected classes of people, both the citizens allegedly subject to force and the law enforcement officers accused of using excessive force. Finally, the vendor will review applicable policies and training for deficiencies relative to professional practices and offer recommendations for positive change.

Project Outcomes for OLEO Use of Force Review

The Review Team will examine a sample of unnecessary and/or excessive use of force complaints made to KCSO over a two-year period and provide a:

- Qualitative and quantitative review of policy compliance and investigative thoroughness.
- Quantitative analysis of the sample for potential differential treatment of protected classes of people, including both citizens making complaints and subject officers.
- Review of any documentation deficiencies that hamper quantitative and qualitative analysis.
- Review of applicable policies and training for deficiencies relative to professional practices and recommendations for positive changes.

Cost of Services

Change Integration and the OIR Group propose a budget of \$39,815.00 as delineated below, to analyze policy compliance, investigative thoroughness, and unbiased policing concerning use of force complaints within KCSO and the related internal investigations. Olson, Miller, Gennaco and Scales each charge \$225/hour for their services and Hickman charges \$60/hour.

| Service | Estimated Hours | Team Members | Subtotal |
|--|-----------------|--|--------------------|
| Team strategy planning; orientation meeting with OLEO | 9 hours | Olson (3) Miller (3) Gennaco (1) Hickman (1) Scales (1) | \$1860.00 |
| Review of KCSO policies; meetings with IA and Training staff | 12 hours | Olson (6) Miller (6) | \$2700.00 |
| Data system and process familiarization and analysis | 75 hours | Hickman (60) Scales (5) Olson (5) Miller (5) | \$6975.00 |
| Review of sample complaints | 60 hours | Olson (25) Miller (25) Gennaco (10) | \$13,500.00 |
| Report writing and dashboard development | 67 hours | Olson (20) Miller (20) Gennaco (3) Hickman (20) Scales (4) | \$11,775.00 |
| Preparation and final presentation to OLEO | 10 hours | Olson (3) Miller (3) Hickman (2) Scales (2) | \$1920.00 |
| Administrative Costs (Project management, travel, etc.) | | | \$1085.00 |
| | | Total | \$39,815.00 |

From: [Frey, Allison](#)
To: [Kathryn Olson](#)
Cc: [Burrows, Elaida](#); [Jacobs, Deborah](#); [Akiyoshi, Liz](#)
Subject: RE: Use of Force Review
Date: Tuesday, December 06, 2016 1:57:52 PM

Kathryn,

We will make this one-time exception; however, all sub COI's must be approved by King County prior to any future work.

Thanks,

Allison Frey, CPCU, ARM
Insurance & Contracts Manager
Office of Risk Management
(206) 263-2252

From: Kathryn Olson [mailto:kathryn.olson@change-integration.com]
Sent: Tuesday, December 06, 2016 1:52 PM
To: Frey, Allison <Allison.Frey@kingcounty.gov>
Cc: Burrows, Elaida <Elaida.Burrows@kingcounty.gov>; Jacobs, Deborah <Deborah.Jacobs@kingcounty.gov>; Akiyoshi, Liz <liz.akiyoshi@kingcounty.gov>
Subject: Re: Use of Force Review

Allison, given the time sensitivity with completing this contract, is it possible for me as the Contractor to submit the insurance documents for Change Integration Consulting, LLC, and then provide the subcontractor insurance information later? I do not have subcontracts in place with any of the individuals I propose involving in this contract, so am wondering if we can finalize this issue once those arrangements are finalized. I would read my signature on the contract as requiring such coverage as subcontracting contracts are completed.

Thank you,
Kathryn

On Dec 6, 2016, at 12:40 PM, Frey, Allison <Allison.Frey@kingcounty.gov> wrote:

I believe our boilerplate language states that your insurance policy needs to cover the subcontractors or the subs need to carry and meet all of the insurance requirements (including naming King County as additional insured) of the contract. Given the timeline, I can give until tomorrow to have the Certificates of Insurance.

Do you feel this timeline is appropriate?

Thanks,

Allison Frey, CPCU, ARM
Insurance & Contracts Manager
Office of Risk Management

(206) 263-2252

From: Kathryn Olson [<mailto:kathryn.olson@change-integration.com>]
Sent: Tuesday, December 06, 2016 11:52 AM
To: Frey, Allison <Allison.Frey@kingcounty.gov>
Cc: Burrows, Elaida <Elaida.Burrows@kingcounty.gov>; Jacobs, Deborah <Deborah.Jacobs@kingcounty.gov>; Akiyoshi, Liz <liz.akiyoshi@kingcounty.gov>
Subject: Re: Use of Force Review

Allison, my insurance broker is asking about coverage requirements for subcontractors on this project, per paragraph 3.4.C. There will be four subcontractors: Robert Miller, Michael Gennaco, Mathew Hickman, and Robert Scales.

Though we will include King County as an additional insured under our contract, the insurance broker indicates that it is not the usual protocol for Change Integration Consulting, LLC (my company - the contractor) to include subcontractors as insureds or as additional insureds.

I can seek certificates of insurance from each of the subcontractors, though am not confident I can secure them all by today.

Thank you for your guidance on this matter.
Kathryn

On Dec 6, 2016, at 10:55 AM, Frey, Allison <Allison.Frey@kingcounty.gov> wrote:

Good morning,

To accommodate this time-sensitive request, if the certificate of insurance and endorsements will not be ready in time, we will be happy to accept an email or letter from your insurance broker confirming that you meet our insurance requirements. This will allow more time for the processing of the certificate of insurance and endorsements without holding up the process.

Please let me know if you have any questions.

Thank you,

Allison Frey, CPCU, ARM
Insurance & Contracts Manager
Office of Risk Management
(206) 263-2252

From: Burrows, Elaida
Sent: Tuesday, December 06, 2016 10:34 AM

To: Kathryn Olson <kathryn.olson@change-integration.com>
Cc: Jacobs, Deborah <Deborah.Jacobs@kingcounty.gov>; Frey, Allison <Allison.Frey@kingcounty.gov>
Subject: RE: Use of Force Review

Thank you, Kathryn. Please note that in addition to the Insurance Certificate we also need an Additional Insured Endorsement. Copied is Allison Frey from Risk Management to address the insurance requirements.

Elaida

From: Kathryn Olson [<mailto:kathryn.olson@change-integration.com>]
Sent: Tuesday, December 06, 2016 10:22 AM
To: Burrows, Elaida <Elaida.Burrows@kingcounty.gov>
Cc: Jacobs, Deborah <Deborah.Jacobs@kingcounty.gov>
Subject: Re: Use of Force Review

Thanks, Elaida. My insurance agent is working on the insurance certificate now. If she has questions, I will be in contact with you. However, I got the sense that it might not be completed until this afternoon.

Meanwhile, I'll take a look at the documents you just sent.

All the best,
Kathryn

On Dec 6, 2016, at 9:58 AM, Burrows, Elaida <Elaida.Burrows@kingcounty.gov> wrote:

Hello Kathryn,

Attached are two additional forms that must also be completed and returned to me along with the contract and insurance forms. We have not been issued a contract number yet so you can skip that part. Please do not hesitate to contact me if you have any questions. Thank you!

Elaida

From: Jacobs, Deborah
Sent: Tuesday, December 06, 2016 7:47 AM
To: Kathryn Olson <kathryn.olson@change-integration.com>
Cc: Burrows, Elaida <Elaida.Burrows@kingcounty.gov>

Subject: Use of Force Review

Hello Kathryn,

Great news, we have accepted your proposal for a Use of Force review led by you as a member of OIR, and working with Matt Hickman.

As I mentioned might be the case, we need to get the contract signed and insurance information together *today* to get the contract approved in the next week.

You received the contract with the original RFP. Would you please proceed with signing the contract and providing us with the insurance documents this morning?

Copied here is Elaida Burrows who will help us make sure everything is in order administratively, please copy her on all responses regarding the contract.

Thanks and I look forward to working with you!

Deborah

Deborah Jacobs

Director

King County Office of Law Enforcement Oversight

401 Fifth Avenue, Room 131

Seattle, WA 98104-1818


deborah.jacobs@kingcounty.gov

www.kingcounty.gov/oleo

(206) 263-8002

Fax: 206-296-1675

<KC-W9.pdf><consultantfindisc.pdf>

| | | | | | | | | | | | |
|--|---|--|---|---|---|---|---|---|---|---|---|
|  KING COUNTY SUBSTITUTE W-9 | Request for Taxpayer Identification number and Certification | Give form to King County. Do not send to IRS. | | | | | | | | | |
| Name (as shown on Invoice) <i>Change Integration Consulting, LLC</i> | | | | | | | | | | | |
| Business Type <input type="checkbox"/> Association <input type="checkbox"/> Corporation* - Enter Tax Classification C (C corporation), S (S corporation) <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Division <input type="checkbox"/> Government <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Non Profit <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Trust/Estate | | | | | | | | | | | |
| Business Registration Information Enter where you are registered to do business and the corresponding State Registration Number <i>2728 261 Ave. SE</i> | | | | | | | | | | | |
| Physical Address <i>Summerville, WA 98075</i> | | | | | | | | | | | |
| City, State, and Zip <i>Summerville, WA 98075</i> | | | | | | | | | | | |
| Remit Address (if different than above) <i>Unified Business ID #603132843</i> | | | | | | | | | | | |
| City, State, and Zip _____ | | | | | | | | | | | |
| Tax Reporting Name and Tax Identification Number or Social Security Number Enter your Tax reporting Name and address. The Tax Identification number provided must match the name given on the "Tax Reporting Name" line. For individuals, this is your social security number (SSN). | | | | | | | | | | | |
| Tax Reporting Name <i>Change Integration Consulting, LLC</i> | | | | | | | | | | | |
| Tax Reporting Address <i>2728 261 Ave. SE</i> | | | | | | | | | | | |
| Tax Reporting City, State, and Zip <i>Summerville, WA 98075</i> | | | | | | | | | | | |
| Tax Identification Number, Employer Identification Number or Social Security Number: <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width:12.5%;">4</td> <td style="width:12.5%;">5</td> <td style="width:12.5%;">2</td> <td style="width:12.5%;">8</td> <td style="width:12.5%;">6</td> <td style="width:12.5%;">6</td> <td style="width:12.5%;">0</td> <td style="width:12.5%;">4</td> <td style="width:12.5%;">0</td> </tr> </table> | | | 4 | 5 | 2 | 8 | 6 | 6 | 0 | 4 | 0 |
| 4 | 5 | 2 | 8 | 6 | 6 | 0 | 4 | 0 | | | |
| Under penalties of perjury, I certify that: 1. The number shown on this form is my correct tax reporting name and identification number. 2. I am a U.S. citizen, U.S. person or U.S. Business Entity. 3. I am not subject to backup withholding due to failure to report interest and dividend income. 4. I am exempt from FATCA reporting. | | | | | | | | | | | |
| Certification instructions. If you are not a U.S. citizen, U.S. person or U.S. Business Entity, you must cross out item 2 above. You will need to provide a completed King County W9 form as well as a copy of your W-8. | | | | | | | | | | | |
| Sign Here ▶ <i>Kathryn Olson</i> | | | | | | | | | | | |
| Print Name of Signer <i>Kathryn Olson</i> | | Date Signed ▶ <i>12/6/16</i> | | | | | | | | | |

King County Consultant Disclosure



Department of Executive Services
Board of Ethics
CNK-ES-0131
401 Fifth Avenue, Suite 131
Seattle, WA 98104-1818
206-296-1586 Fax 206-205-0725
TTY Relay: 711
board.ethics@kingcounty.gov

Please Read Carefully

No payment will be made to the Consultant until this form has been filed with the Contract and with the King County Board of Ethics

For Board of Ethics use only

Date Received _____
Audit Date _____
Date Closed _____

Pursuant to King County Code (K.C.C.) 3.04.120, each consultant entering into a contract to provide professional or technical services to the county costing in excess of the amount specified in K.C.C. 4.16.095 shall complete and file this disclosure form with the King County Board of Ethics and the County Executive. Use additional pages, if necessary. Submit two completed forms: file one with the Board of Ethics, Mail Stop CNK-ES-0131, 401 Fifth Avenue, Suite 131, Seattle, WA 98104, and the other with the contract with the Finance and Business Operations Division, Procurement and Contract Services Section, Mail Stop CNK-ES-0340, 401 Fifth Avenue, Suite 340, Seattle, WA 98104.

Unless otherwise required on this form, the information disclosed shall cover the period of 24 months before and including the date of filing of this sworn statement. If the information reported on this form should change, the consultant is required to submit an amended form.

For purposes of this disclosure form, "consultant" means a person (e.g., individual, partnership, association, corporation, firm, institution or other entity as defined in K.C.C. 3.04.017) who by experience, training and education has established a reputation or ability to provide professional or technical services, as defined in K.C.C. 4.16.010, on a discrete, nonrecurring basis over a limited and pre-established term as an independent contractor to the County.

**Please type or print all information, except required signature.
All incomplete forms will be returned.**

Today's Date: December 6, 2016

Contract Number: _____ Amount of Contract: \$40,000 (max)

Consultant's Name: Kathryn Olson, Change Integration Consulting, LLC

Address: 2728 261 Ave. SE Phone: 206-890-5932

Sammamish, WA 98075
City State ZIP Code

Effective Date of Contract: Upon Signature Expiration Date of Contract: 12-31-2017

Type of Services Contracted: Use of Force Review

Contracting County Dept.: Council Division: OLEO

County Contact Person: Deborah Jacobs, OLEO Director

Contact Work Phone: 206 - 263 - 8002 Mail Stop: CNK-CC-0131

-
1. List the name of any former county employee who is or will be working for the consultant on this contract whose employment with the county ended within two years from the signing of this form. Attach a separate sheet if necessary.

If none, check this box:

Name of Former Employee: _____

Former County Department: _____

Date Terminated / Ended: _____

2. List the name of any former county employee who has a financial or beneficial interest in this contract whose employment with the county ended within two years from the signing of this form. Attach a separate sheet if necessary.

If none, check this box:

Name of Former Employee: _____

Former County Department: _____

Date Terminated / Ended: _____

3. List any office or directorship in the consultant held by any county employee or member of his or her immediate family. Attach a separate sheet if necessary.

If none, check this box:

Office / Directorship: _____

Name: _____

Relationship to Employee: _____

4. Indicate any financial interest in the consultant held or received by any county employee or any member of his or her immediate family. Attach a separate sheet if necessary.

If none, check this box:

Name: _____

Relationship to Employee: _____

Percentage of stock or other form of interest in the consultant, if more than 5% (indicate percentage of stock or other interest, amount / value and describe):

Receipt of compensation, gift or thing of value from the consultant (indicate amount / value and describe):

5. List all contracts between the consultant and the county in the five years immediately preceding the presently contemplated contract. Attach a separate sheet if necessary.

If none, check this box: But please see attached.

| Contract No. | Type of Service Provided | Amount Paid to Consultant | Duration (From - To) | County Department and Division |
|--------------|--------------------------|---------------------------|----------------------|--------------------------------|
| | | | | |
| | | | | |
| | | | | |

6. List any position or positions on any county board or commission, whether salaried or unsalaried, held by any officer or director of the consultant in the five years immediately preceding the presently contemplated contract.

If none, check this box.

Officer / Director Name: _____

Position: _____

Name of County Board or Commission: _____

7. Is there any other information known to the consultant about any interest or relationship between any county employee, including any member of his or her immediate family and the consultant other than that disclosed above? If so, please explain.

If none, check this box.

Declaration

I, Kathryn Olson, declare under penalty of perjury
(Print name)
 under the laws of the State of Washington that the foregoing is true, complete and correct.

Kathryn Olson Officer, Change Integration Consulting, LLC
(Signature) (Title)

Signed this 6th day of December, 2016.
(Month) (Year)

at Sammamish, WA
(City) (State)

Alternate Formats Available
206-296-1586 TTY Relay: 711

King County Consultant Disclosure

Kathryn Olson
Change Integration Consulting, LLC

5. While Change Integration Consulting, LLC has not had any contracts with the county in the past 5 years, Kathryn Olson worked on a contract that the OIR Group had with the King County Auditor's Office earlier in 2016. Robert Miller and Michael Gennaco are principals with the OIR Group and will subcontract with Change Integration on the current project. Michael Gennaco had one other contract with OLEO in April 2016. The King County Financial Disclosure Coordinator has advised that there is no conflict of interest.

Kathryn Olson is also a partner with Sanford, Olson & Scales, LLC (SOS). SOS is seeking a contract with King County to provide use of force analysis for the Sheriff's Office using a tool called the Police Force Analysis System. No contract has been finalized with SOS to use this analytic tool. Another partner of SOS, Robert Scales, will be a subcontractor on the current contract to provide services to OLEO.

Non-disclosure Agreement among the King County Sheriff's Office, Change Integration Consulting, LLC, and the King County Office of Law Enforcement Oversight (OLEO)

The King County Office of Law Enforcement Oversight (OLEO) may review and recommend changes to the King County Sheriff's Office (KCSO) policies and procedures to improve the quality of police investigations and practices. The OLEO is reviewing the KCSO administrative policies, procedures and practices regarding the use of force. The OLEO has hired a consultant, Change Integration Consulting, LLC, to assist with the OLEO's review.

The King County Sheriff's Office maintains a centralized electronic database called IAPRO which contains the documents concerning complaints, their classification, any investigations, and outcomes. The KCSO is the custodian of the records and IAPRO. The IAPRO documents contain highly confidential personal information concerning citizens and KCSO employees. It contains documents regarding highly sensitive and open administrative investigations. The IAPRO may also contain criminal justice record information of citizens. Access to IAPRO is internally and externally restricted. In addition to various other laws, the King County Code governing OLEO and several collective bargaining agreements with represented members of the Sheriff's office govern access to and dissemination of documents in IAPRO.

The KCSO will provide Change Integration Consulting, LLC and its employees who are on a need-to-know basis access to IAPRO for the limited purpose of assisting the OLEO's review and analysis of the use of force by KCSO. Change Integration Consulting, LLC and its employees who access the IAPRO are bound by the ordinances and collective bargaining agreements applicable to OLEO's access, use and subsequent dissemination. Specifically, Change Integration Consulting, LLC, and any of the employees who will be working under the OLEO contract may not:

- Print or download KCSO complaints or investigative records of any kind

Subcontractors K.O.

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- Distribute them to third parties in any format
- Disclose the names or other identifying information of KCSO employees or other individuals involved in incidents or investigations, including when issuing written or oral reports
- Absent a court order, provide information related to any pending investigation to any third party because such disclosure could compromise a pending investigation

The Change Integration Consulting, LLC shall notify the OLEO and the Sheriff immediately of any request or demand for, or court action, seeking KCSO IAPRO records. If a court order is issued, Change Integration Consulting, LLC shall immediately provide a copy of the order to the Sheriff and to the OLEO.

The Change Integration Consulting, LLC will have access to IAPRO records for complaints during a time period no longer than two years, but shall be ultimately determined in consultation with KCSO. The Change Integration Consulting, LLC will not have access to any pending criminal investigations or pending criminal investigations that may be contained in whole or in part in administrative IAPRO files. If these access restrictions cannot be achieved automatically through technological adjustments to IAPRO access, Change Integration Consulting, LLC and any ^{Subcontractor K.O.} employee who may have administrative access shall abide by these restrictions during the review.

Background Check

The KCSO will conduct a criminal history background check of the employees from Change Integration Consulting, LLC who will be working on the OLEO contract to determine whether he or she may have access to criminal justice record information and sensitive information in IAPRO. Those ^{individuals' K.O.} employees' access to IAPRO will not be granted until the KCSO notifies OLEO that each ^{subcontractor K.O.} employee is clear to access IAPRO.

At the time of this agreement, the parties anticipate that the listed employees in Exhibit A of the OLEO contract will be the only employees in Change Integration

K.O.
Kathryn Olson and subcontractors K.O.
individuals' K.O.
subcontractor K.O.
K.O. Kathryn Olson and
Subcontractors K.O.
K.O. -
subcontractors for

other K.O.

Consulting, LLC that will have access to IAPRO files, and that Change Integration Consulting, LLC will not be hiring any third parties, outside consultants or contractors to assist the company in its review and analysis. If Change Integration Consulting, LLC wants to have any employee, volunteer, associate, or third party consultant or contractor to have access to IAPRO documents, Change Integration Consulting, LLC must notify the KCSO through the Sheriff and OLEO prior to allowing any one else access. The parties may then renegotiate this agreement and if anyone else is granted access, the KCSO will conduct criminal record background checks of those individuals.

Termination of Access to IAPRO

Change Integration Consulting, LLC access to IAPRO will be terminated when Change Integration Consulting, LLC no longer needs access to IAPRO to work on the analysis, completes the contract with the OLEO, or December 31, 2017, whichever is earliest. If Change Integration Consulting, LLC continues to need access to IAPRO after December 31, 2017, Change Integration Consulting, LLC and the OLEO will contact the Sheriff to discuss ongoing access. The OLEO will contact the Sheriff when access to IAPRO should be terminated and confirm with the Sheriff's office that any technological steps that need to be taken to achieve termination have been successful.

Upon completion of the contract with OLEO, or early if feasible, Change Integration Consulting, LLC will destroy any IAPRO documents it has maintained or documents it created, that reference any particular complaint, entry, investigation, employee, or citizen involved in any of the complaints. Again, IAPRO documents may not be downloaded or printed, but if they are referenced in any other document, in any format, references to specific complaints, employees, citizens, and investigations shall be destroyed. The OLEO shall notify the Sheriff when destruction has been accomplished.

The Sheriff's Office reserves the right to terminate Change Integration Consulting, LLC access to IAPRO immediately and without notice if it determines that Change Integration Consulting, LLC or the OLEO have violated the terms of the agreement.

Effective Date


This agreement shall take effect upon signature of all parties. The KCSO agrees to promptly take reasonable steps to conduct the background check of the employees of Change Integration Consulting, LLC and make any necessary arrangements to give each employee access to IAPRO.

Deborah Jacobs
Director
Office of Law Enforcement Oversight (OLEO)

Date



Change Integration Consulting, LLC



Date

John Urquhart
King County Sheriff
King County Sheriff's Office

Date



King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Payables Section

206-263-9400

TTY Relay: 711

THIS CONTRACT # _____ ("Contract") is entered into by **KING COUNTY**, Washington, a home rule charter county and a political subdivision of the State of Washington (the "County"), and Change Integration Consulting, LLC (the "Contractor"), whose address is 2728 261 Ave. SE, Sammamish, WA 98075. The County is undertaking certain activities related to providing an assessment on the use of force for the Office of Law Enforcement Oversight, and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

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

I. CONTRACT DOCUMENTS

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

1. Contract Amendment(s)
2. Contract, which consists of this page, the Terms and Conditions, and the following:
 - Scope of Work and Price Exhibit A
 - Certificate(s) of Insurance and Policy Endorsement..... Exhibit B
 - Other Exhibits and attachments (KC Disclosure, W-9).....Exhibit C
 - Non-Disclosure Agreement Exhibit D
3. Request for Proposal (if applicable - as modified by any addenda)

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire Dec 31, 2017, unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract in an amount not to exceed \$40,000.

IV. ACKNOWLEDGEMENT AND AUTHORITY

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Contract. Therefore, the parties expressly agree that this Contract shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

The parties executing this Contract have authority to sign and bind its represented party to this Contract.

COMPANY NAME

Kathy Olson

Authorized Signature

Kathryn Olson

Change Integration Consulting, LLC

Name and Title (Print or Type)

Date

Accepted:

12/7/14

KING COUNTY

Authorized Signature

Joe McDermott, Council Chair

Date

Accepted:

Approved as to form only:

King County Prosecuting Attorney

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Subcontractors for

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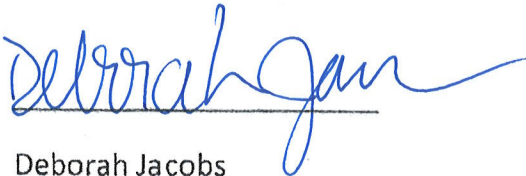
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Deborah Jacobs
Director
Office of Law Enforcement Oversight (OLEO)

12/7/16

Date



Change Integration Consulting, LLC

12/7/16

Date



John Urquhart
King County Sheriff
King County Sheriff's Office

12/7/16

Date