



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 11, 2013

Ordinance 17523

Proposed No. 2013-0001.1

Sponsors Lambert

1 AN ORDINANCE authorizing the county executive to
2 execute a contract agreement between King County and
3 King County Housing Authority for community policing
4 services at its southwest King County properties.

5 STATEMENT OF FACTS:

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

13 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

14 SECTION 1. The county executive is hereby authorized to execute a contract
15 agreement with King County Housing Authority, in substantially the form of Attachment

16 A to this ordinance, for community policing services at its southwest King County
17 properties.
18

Ordinance 17523 was introduced on 1/14/2013 and passed by the Metropolitan King County Council on 2/11/2013, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Dunn and Mr. McDermott
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



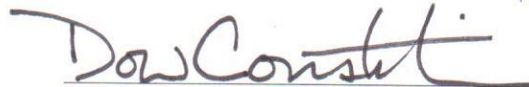
Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 21 day of FEBRUARY, 2013.



Dow Constantine, County Executive

Attachments: A. Contract for Community Policing Services

RECEIVED
2013 FEB 22 AM 10:49
CLERK
KING COUNTY COUNCIL

ATTACHMENT A



KING COUNTY HOUSING AUTHORITY

Housing Management

600 ANDOVER PARK WEST, SEATTLE, WASHINGTON 98188
PHONE (206) 574-1100 • FAX (206) 574-1104

**Contract for Community Policing Services between
King County Housing Authority
and
King County Sheriff's Office**

This Contract is entered into by and between the King County Housing Authority, hereinafter referred to as "KCHA," and the King County Sheriff's Office, hereinafter referred to as the "KCSO," whose principal office is located at King County Courthouse, 516 3rd Avenue, Room W116, Seattle, WA 98104.

WHEREAS, KCHA has determined the need to have certain community policing services (which are above and beyond normal police work) performed for the property owners and residents at selected KCHA owned and/or managed residences in its Southwest Region/Greenbridge Area Residences, as defined in Exhibit A, hereinafter referred to as "Southwest Area Residences;" and

WHEREAS, KCSO has the capacity to provide such services and KCHA's Southwest Area Residences are located in King County under KCSO's jurisdiction; now, therefore,

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

1. **Definitions.** The following definitions are applicable to this Contract:
 - A. "KCHA" means the King County Housing Authority, including, where appropriate, any limited liability corporation (LLC) for which KCHA is a managing general partner or properties serviced under this contract.
 - B. "KCSO" means the King County Sheriff's Office under King County, which enters into the contract with KCHA to perform all of the work required under the contract.
 - C. "HUD" means the Secretary of Housing and Urban Development, its delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

- D. "Contract" means this contract.
 - E. "Contracting Officers," means the persons identified in Section 21 of this Contract. The term includes any successor Contracting Officers and any duly authorized representative of the Contracting Officers designated in writing.
2. **Contract Documents.** The clauses set forth in the Contract Documents are hereby incorporated into and made part of the Contract. KCSO acknowledges receipt and review of all Contract Documents applicable to the performance of services and to the premises. The Contract Documents are:
- A. This contract;
 - B. Any modifications duly delivered after execution of this Contract as per proper Contract Modifications procedures;
 - C. Exhibit A – Annual Scope of Work and Reporting;
 - D. Exhibit B – Annual Project Costs;
 - E. Exhibit C – Roles and Responsibilities for Maintenance of Facilities.
3. **Terms of the Agreement.**
- A. **Duration of Contract:** This Contract is effective upon signature of all parties through December 31, 2013. Thereafter, this contract will continue as an ongoing contract with operational periods from January 1 through December 31 of each year, once the Annual Renewal Requirements below have been fulfilled.
 - B. **Annual Renewal Requirements:** By October 15 each year, KCHA and KCSO will notify each other whether each intends to continue services the following operational year. KCSO will then work with KCHA to update Exhibit A, to be finalized and approved by KCHA and KCSO Contracting Officers by December 15 each year. Exhibit B will also be updated annually per instructions in the Exhibit A.
 - C. **Scope of Services to be Performed by KCSO:** As permitted by resource availability, KCSO shall perform those services and reporting activities as described in Exhibit A incorporated herein. KCSO shall furnish all necessary personnel, supervision, equipment, and supplies reasonably necessary to carry out such services and reporting activities. No activities other than those necessary for, reasonably related to and associated with the purpose of this contract shall be carried out under this Contract.
 - D. **Personnel:** If personnel providing services as described in Exhibit A is/are temporarily absent, no overtime or backfill personnel are guaranteed. Also, KCSO may temporarily reassign personnel to other duties as needed to address unusual law enforcement occurrences or demands. However, if KCSO personnel is or will be absent for three consecutive days or longer or unable to provide full scope of services as set forth in Exhibit A, KCSO shall notify KCHA and attempt to provide alternative support as resources permit. Long term absences will be coordinated with KCHA. If KCSO shall be unable to provide the full scope of services contemplated by this Agreement for an extended period of time, the parties shall work together in good faith to adjust the fee for the services accordingly. The parties agree to work together to find mutually acceptable arrangements that support the intent and purpose of this service agreement.
 - E. **Compensation and Method of Payment:** KCHA shall pay KCSO for services rendered according to the method set forth in Exhibit A, and according to the rate set forth in Exhibit

- B.
- F. **Budget:** KCSO shall apply the funds received under this Contract only within the maximum limits set forth according to the budget in Exhibit B.
- G. **Employee and Volunteer Screening:** KCSO assumes responsibility for screening all KCSO employees and volunteers who come in contact with vulnerable children and adults as per RCW 43.43.830 - 43.43.842, 74.15.010 - 74.15.030 or any other equal or more stringent industry standard.
- H. **Facilities:** The KCSO will be using Suite # 105, 9939 8th Ave SW, Seattle, Washington 98106, or similar facilities, in providing services under this Contract and agrees to comply with the terms outlined under the Roles and Responsibilities for Maintenance of Facilities (Exhibit C) of this Contract.
4. **Independent Contractor.** KCSO and KCHA agree that KCSO is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create a relationship of employer and employee between the parties hereto. Neither KCSO nor any employee of KCSO shall be entitled to any benefits afforded KCHA employees by virtue of the services provided under this Contract. KCHA shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to KCSO, or any employees of KCSO.
5. **Assignment of Contract.** KCSO shall not assign or transfer any interest under any of the Contract documents without the prior written consent of the Contracting Officer.
6. **Subcontracting.** KCSO shall not subcontract any portion of work that is provided under this agreement.
7. **Contract Modifications.** The Contracting Officers have the authority, through mutual written consent, to update Exhibits A and B through the annual renewal process detailed in Section 3.B. The Contracting Officers also have the authority, through mutual written consent, to modify Exhibits A and B at any time. All other contract modification, may be made only with the approval of all parties and the authorization of the County Council.
8. **Default and Termination.**
- A. Either party may terminate this agreement upon 30 days prior written notification to the other party. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this agreement, or if either party violates any of these terms and conditions, the aggrieved party may avail itself to the dispute resolution process.
- B. KCSO's obligations under this agreement are conditional upon appropriation by the County Council of sufficient funds to support the activities described in this agreement. Should such appropriation not be approved the KCSO may terminate this agreement immediately upon written notice to the KCHA.

9. **Waiver and Severability.**

- A. The failure or delay of either party to insist on performance of any provision of the Contract, or to exercise any right or remedy available under the Contract, shall not be construed as a waiver of that provision, right, or remedy in any later instance. Waiver or breach of any provision of the Contract shall not be construed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract, unless the Contract is modified pursuant to Section 7 "Contract Modifications" herein.
- B. If any provision of the Contract is or becomes void or unenforceable by operation of law, the remaining clauses shall be valid and enforceable.

10. **Disputes and Dispute Resolution.**

- A. In the event of dispute arising under this Contract, KCSO or KCHA shall promptly notify the other in writing of its contentions and submit its claim. Subsequent to such submission, and prior to any resolution determining otherwise, KCSO shall continue its work unabated in compliance with this Contract, and such continuation shall not waive or prejudice the KCSO's claim or its rights to make such claim.
- B. After KCSO submits its claim under Section 10.A, KCHA and KCSO shall use their best efforts to consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both parties within thirty (30) days after KCHA receives the submitted claim. After thirty (30) days, both parties may mutually agree to continue negotiations until a resolution satisfactory to both parties is reached, or either party may serve on the other a written mediation demand, and mediation shall be entered into. The parties shall make good faith attempts to settle any dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules or by another nationally recognized mediation organization mutually agreed upon. Each party shall pay its own expenses in any mediation proceedings. If the parties fail to settle the dispute after mediation, both parties shall have those remedies available in law.

11. **Prohibition Against Liens.** KCSO is prohibited from placing a lien on KCHA's property. This prohibition shall apply to all subcontractors at any tier and all material suppliers.

12. **Indemnification and Hold Harmless.**

- A. **KCHA Held Harmless.** KCSO shall indemnify and hold harmless KCHA and its officials, officers, agents, partners or investors, volunteers, and employees, or any of them (collectively and individually, "Indemnities") from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of KCSO, its officers, agents, subcontractors, and employees, or any of them relating to or arising out of the Contract or performance of services pursuant to the Contract. In the event any suit based upon such a claim, action, loss, or damages is brought against Indemnities, the KCSO shall defend the same at its sole cost and expense; provided that Indemnities reserve the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered (1)

solely against the Indemnities or (2) jointly against Indemnities and KCSO and their respective officers, agents, and employees, or any of them, KCSO shall satisfy the same.

- B. **KCSO Held Harmless.** KCHA shall indemnify and hold harmless KCSO and its officers, agents, and employees, or any of them (collectively and individually, "KCSO Indemnities") from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of KCHA, its officials, officers, agents, volunteers and employees, or any of them relating to or arising out of the Contract. In the event that any suit based upon such a claim, action, loss, or damages is brought against KCSO Indemnities, KCHA shall defend the same at its sole cost and expense; provided that KCSO Indemnities reserve the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered (1) solely against the Indemnities, or (2) jointly against Indemnities and KCHA and their respective officials, officers, agents, volunteers and employees, or any of them, KCHA shall satisfy the same.
- C. **Liability Related to KCHA Policies, Rules and Regulations.** In executing this agreement, KCSO does not assume liability or responsibility for or in any way release KCHA from any liability or responsibility which arises in whole or in part solely from the existence or effect of KCHA policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such KCHA policy, rule or regulation is solely at issue, the KCHA shall defend the same at its sole expense and, if judgment is entered or damages are awarded against KCHA, KCSO, or both, KCHA shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- D. For the purposes of this indemnification, the parties specifically and expressly waive any immunity granted under the Washington State Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. The provision of this section shall survive the expiration or termination of the agreement.

13. Insurance.

- A. King County, a charter county government under the constitution of the State of Washington, hereinafter referred to as "Agency," maintains a fully funded self-insurance program as defined in King County Code 4.12 for the protection and handling of the Agency's liabilities including injuries to persons and damage to property.
- B. For the duration of the Contract, the Agency shall maintain through its self-insurance program adequate funds to pay for any and all liability claims for which it may be liable, which may arise from the Contract or the Agency's performance under the Contract, for a minimum of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate. The Agency shall provide KCHA with a minimum of thirty (30) days prior written notice of any material change in the Agency's self-insurance program and shall provide the KCHA with a duly executed certificate of self-insurance as proof of coverage adequate to meet Contract requirements. The Agency shall be exempt from naming KCHA as Additional Insured under its self-insurance program.
- C. Should the Agency elect cease self-insuring its liability exposures and purchase Commercial General Liability insurance, Agency agrees to add the KCHA as an additional insured.
- D. KCSO hereby certifies that KCSO has, and shall maintain for the duration of this Agreement, Workers' Compensation insurance in accordance with Washington Workers' Compensation laws.

14. **Section 3 Requirements.** King County, and therefore the King County Sheriff's Office, is not a Section 3 employer. If needed, KCHA may request that KCSO maintain a letter with KCHA certifying as such.
15. **Record Keeping.**
- A. KCSO shall maintain accounts and records in accordance with State Auditor's procedures, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Contract and other such records as may be deemed necessary by KCHA to ensure proper accounting for all funds contributed by KCHA to the performance of this Contract and compliance with this Contract.
 - B. These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by KCHA.
16. **Organization Conflicts of Interest.**
- A. KCSO warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and the KCSO's organizational, financial, contractual or other interests are such that:
 - (1) Award of the Contract may result in an unfair competitive advantage; or
 - (2) KCSO's objectivity in performing the Contract work may be impaired.
 - B. KCSO agrees that if after award they discover an organizational conflict of interest with respect to this Contract, they shall make a timely and full disclosure in writing to the Contracting Officer who shall include a description of the action which KCSO has taken or intends to take to eliminate or neutralize the conflict. KCHA may, however, terminate the Contract if it deems the action to be in the best interest of KCHA.
17. **HUD Requirements**
- A. **Equal Employment Opportunity:** During the performance of this Contract, the KCSO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation or disability. In addition, KCSO shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap, where with regard to handicap a reasonable accommodation can be made. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
 - B. **Interests of Members of Congress.** No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
 - C. **Interest of Members, Officers, Commissioners and Employees, or Former Members, Officers and Employees.** No member, officer, or employee of KCHA, no member of the

governing body, and no other public official who exercises any functions or responsibilities with respect to KCHA, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

- D. Limitations on Payments Made to Influence Certain Federal Financial Transactions.** KCSO agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative contract; or the modification of any Federal contract, grant, loan, or cooperative contract. KCSO further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL. Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative contract.
- E. Examination and Retention of KCSO's Records.** KCHA, HUD, or the Comptroller General of the United States, or any of their duly authorized representatives shall, during the performance of this contract, and until six (6) years after final payment under this Contract, have access to and the right to examine any of KCSO's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions, provided such information is not subject to attorney-client privilege.
- 18. Dissemination or Disclosure of Information.** KCSO shall not disseminate or disclose information or material concerning this project to the general public, the news media, or any person or organization without prior express written approval by KCHA, except as required by state law governing access to public records, and except as in regards to police activity occurring on KCHA property.
- 19. Integration and Merger.** The Contract Documents constitute the entire agreement between KCHA and KCSO related to the subject matter of this Contract. The rights and remedies afforded to either party pursuant to any part or provision of this Contract are in addition to any other rights and remedies afforded by any other parts or clauses by this Contract, by law, or equity or otherwise.
- 20. No Third Party Beneficiaries.** There are no third party beneficiaries to this contract, and this contract shall not impart any rights enforceable by any person or entity that is not a party hereto.
- 21. Contracting Officers.** The following contact persons are authorized to make annual renewal updates per Section 3.B, modifications to Exhibits A and B per Section 7, and to receive notices required or permitted by this Contract.

KCHA:

KCSO:

Mike Reilly
Director of Housing Management
King County Housing Authority
600 Andover Park West
Tukwila, WA 98188
MikeR@kcha.org

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

IN WITNESS WHEREOF, the parties signing this Contract warrant and represent for themselves and for their respective organizations that they are duly authorized to sign this Agreement, and that upon such signing their respective organizations are bound thereby.

KING COUNTY HOUSING AUTHORITY

KING COUNTY SHERIFF'S OFFICE

BY: _____
Mike Reilly
Director of Housing Management
600 Andover Park West
Tukwila, WA 98188

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

DATE: _____

DATE: _____

BY: _____
John Urquhart
King County Sheriff
516 3rd Avenue, Room W-150
Seattle, WA 98104

DATE: _____

EXHIBIT A: ANNUAL SCOPE OF WORK AND REPORTING

To the Contract for Community Policing Services between King County Housing Authority and King County Sheriff's Office

For Operational Period: Upon signature—December 31, 2013

Date updated: November 19, 2012

Next update due no later than: October 15, 2013

Updates are made to this document as per requirements in Section 3.B "Annual Renewal Requirements," and Section 7 "Contract Modifications," in the "King County Housing Authority and King County Sheriff's Office Contract for Community Policing Services" for Southwest Area Residences ("SAR").

1. PURPOSE

The purpose of this contract and the work performed under this contract is to:

- A. Support safe communities in and around the KCHA Southwest Area Residences.
- B. Foster a sense of safety for residents of KCHA Southwest Area Residences.
- C. Support information sharing and crime fighting between law enforcement, on-site security, and KCHA management.
- D. Advise KCHA management on issues that affect safety and security of KCHA Southwest Area Residences.

2. SCOPE OF WORK

In consideration of the promises made by the King County Housing Authority "KCHA" previously set forth in the above contract, the King County Sheriff's Office "KCSO" promises to:

- A. Provide the residences listed below with one full time law enforcement officer. The officer will work out of KCHA's Greenbridge substation, and will provide community police services at a level above that which is customarily provided by the county in its rendition of law enforcement service for the City of Burien and for the unincorporated Southwest King County area. Standard schedule for this position will be Monday through Friday from 1000-1800 (10 a.m. – 6 p.m.). In order to further operational needs of this contract, this schedule may be "flexed" plus or minus a maximum of four (4) hours, with no more than eight (8) straight hours on any day from 0600-2200 (6 a.m. – 10 p.m.). Any "flexing" of the schedule will be on an as-needed basis and agreed to in advance by KCHA (specifically Tony Buhr unless another single point of contact is identified by KCHA) and the officer's supervisor. Scheduling must allow no more than 40 hours of work each week, and must be compliant with the Police Officer's Guild collective bargaining agreement. KCHA may request changes to the standard schedule in order to best support the needs of the SAR and the KCSO shall

make best efforts to accommodate such requests so long as the hours are allowed within the Police Officer's Guild collective bargaining agreement.

- B. The officer will engage in the following activities:
1. Support safe communities in and around the KCHA Southwest Area Residences.
 - Respond to dispatched calls and requests for service from KCHA management and property residents.
 - Make community policing contacts by walking around assigned areas.
 - Investigate crimes occurring in and around assigned areas.
 - Initiate crime reduction projects/programs around assigned areas.
 - Initiate field activities such as mediation and intervention.
 - At request of KCHA, meet with KCHA, management and security to strategize and coordinate response to actual or perceived crime or vandalism within or around the SAR.
 - Make enforcement contacts such as patrol assists, traffic reports, and follow ups.
 - Follow up to calls for service and cases generated at assigned properties, such as court testifying.
 2. Foster a sense of safety for residents of KCHA Southwest Area Residences.
 - Be visible to residents.
 - Engage with residents via storefront walk-ins and telephone requests.
 - Provide home safety and security surveys for residents.
 - Initiate child safety and youth crime prevention projects.
 - Provide crime prevention, security, safety, and problem-solving education to residents.
 - Attend apartment watch meetings.
 - Attend Resident Council Meetings and maintain communication with resident leaders.
 3. Support information sharing and crime fighting between law enforcement, on-site security, and KCHA management.
 - Act as liaison between KCHA and local law enforcement including Burien Police and KCSO to coordinate local crime fighting efforts and information sharing.
 - Liaise regularly with KCHA's contracted on-site security staff in crime fighting efforts and information sharing.
 - As soon as sealed or confidential information under investigation is available, notify KCHA and work with management to ensure lease enforcement and eviction proceedings can occur in a timely manner.
 - Coordinate support efforts with other social service agencies, schools, job support and health care providers serving resident families and make referrals for services.
 - Support the activities of on-site recreation and social services programs.
 - Attend team meetings to plan, coordinate and schedule programs, problem solve, and maintain project communication with KCHA staff.

Exhibit A: Scope of Work and Reporting

4. Advise KCHA management on issues that affect safety and security of KCHA Southwest Area Residences.
 - Advise KCHA in the planning, implementation and timing of security programs.
 - Advise KCHA on crime prevention through environmental design (CPTED) needs.
 - Meet with KCHA management and security personnel when and as requested.
 - Establish routine meetings with KCHA management and security personnel to discuss general issues involving the SAR, no less than quarterly.
 - Assist management in obtaining trespass and restraining orders.
 - Advise KCHA and management on KCSO protocol to address and mitigate graffiti in the SAR and assist KCHA in securing assistance from King County to remove graffiti in King County controlled areas in and around the SAR.
 - Advise KCHA on general policing issues and trends in and around KCHA residences.
 - Advise KCHA on staffing and scheduling needs for contracted KCSO work.
 - Advise KCHA and KCSO in the updating of this scope of work annually as needed.

C. Southwest Area Residences to be patrolled:

1. Greenbridge (unincorporated area)
2. Seola Gardens (unincorporated area)
3. Burien Park Apartments (Burien)
4. Munro Manor (Burien)
5. Yardley Arms (Burien)
6. Boulevard Manor (Burien)
7. Arbor Heights (Burien)

3. **BUDGET & PAYMENT**

A. **BUDGET & EXHIBIT B** – The total contract value for this operational period is listed on the Exhibit B. KCHA will be provided a Proposed Exhibit B by October 15 each year, for the following year’s costs. KCHA will be provided an Adopted Exhibit B by May 15 of each operational year. KCHA will be charged the lesser of the two (Proposed and Adopted) Exhibits, and billings will not exceed that amount.

B. **BILLING** – KCSO will bill KCHA three times annually:

- 1) For work performed January 1-June 30: Bill submitted by July 31
- 2) For work performed July 1-September 30: Bill submitted by October 31
- 3) For work performed October 1-December 31: Bill submitted by January 31

Invoices will list the quarter being billed, the reimbursement requested, and the amount reimbursed to date.

4. **REPORTING ACTIVITIES**

A. **Law Enforcement Information Referrals (LEIR)** – Unless disclosure is prohibited by law, or non-disclosure is essential to effective law enforcement, KCSO will report all police

Exhibit A: Scope of Work and Reporting

concerns, incidents of drugs and drug related crime occurrences, and non-emergency criminal activities in the communities occurring at assigned properties via a Law Enforcement Information Referral (LEIR) memo to the group address assigned to the specific property to which the LEIR is referring with a cc to Tony Buhr . KCSO will also include with each LEIR additional actions taken or to be taken by the KCSO, if known, and will note specific recommendations, if any, for follow-up by management.

- B. Daily logs** – KCSO will also keep a daily log of services provided including patrol and investigative time, contacts made, incidents occurred, incidents reported, service referrals, crime prevention presentations, conflict resolutions, property recovered, abandoned vehicles, traffic contacts, arrests made, and call for service statistics. These daily logs will be submitted to KCHA at the end of each month.
- C. Quarterly Narratives** – KCSO will also submit quarterly narratives to KCHA no later than 30 days after the close of each quarter (submittal dates are April 30, July 31, October 31, January 31). Quarterly narratives will provide a brief, plain-language summary of general program activities, addressing the following areas:
1. Highlights: Describe highlights of program activities and accomplishments.
 2. Performance Standards: Describe progress toward the accomplishment of program objectives and standards. Also describe any performance standard(s) not on target and provide explanation.
 3. Crime Reduction Outcomes: Describe examples of successful changes in crime trends in assigned communities.
 4. Problems and Program Adjustments: Describe any major problems identified and any solutions, corrective actions, and/or adjustments made to address identified problems.
- D. Major incident** – In addition, in the event of a major incident, KCSO will notify the local KCHA site manager as soon as reasonably possible, no later than the next business day.

EXHIBIT B: ANNUAL PROJECT COSTS

**To the
Contract for Community Policing Services between
King County Housing Authority and King County Sheriff's Office**

NOTE: The below 2013 Proposed rate represents an estimate for a full year's cost from 1/1/2013 – 12/31/2013. The 2013 Adopted rate will be provided as per terms specified in Exhibit A. KCHA will be billed the lesser of the two costs. The amount actually billed will be prorated from the time the contract is signed by all parties and service begins.

Category	2013 Proposed Budget		
	KCHA Budget	Agency Match	Total
Deputy Salaries & Benefits	92,541	23,135	115,677
Deputy Special Pays	8,648	2,162	10,810
PERSONNEL SUBTOTAL	\$ 101,189	\$ 25,297	\$ 126,486
KCSO Administrative Charges (Accounting, computers, personnel, IIU, records, training, etc.)	14,920	3,730	18,650
ADMIN. SUPPORT SUBTOTAL	\$ 14,920	\$ 3,730	\$ 18,650
Precinct Support	2,193	548	2,741
PROFESSIONAL FEES SUBTOTAL	\$ 2,193	\$ 548	\$ 2,741
Quartermaster	346	87	433
Supplies	501	125	627
Services	570	143	713
Wireless card	431	108	539
Telephone	348	87	435
NON-PERSONNEL SUBTOTAL	\$ 2,196	\$ 549	\$ 2,745
Use of patrol vehicle	10,130	2,532	12,662
EQUIPMENT SUBTOTAL	\$ 10,130	\$ 2,532	\$ 12,662
Insurance	2,178	544	2,722
800 MHz charges	1,553	388	1,942
MARR Deputy Accident Investigation	135	34	169
MISCELLANEOUS SUBTOTAL	\$ 3,866	\$ 967	\$ 4,833
TOTAL	\$ 134,494	\$ 33,623	\$ 168,117
TOTAL PERCENTAGE	80%	20%	100%
Quarterly Billing	\$ 33,623.40		

Exhibit B: Annual Project Costs

Contract for Community Policing Services between King County Housing Authority and King County Sheriff's Office

EXHIBIT C – ROLES AND RESPONSIBILITIES FOR MAINTENANCE OF FACILITIES

To the Contract for Community Policing Services between King County Housing Authority and King County Sheriff's Office

Overview: The following sets forth the roles and responsibilities of King County Housing Authority "KCHA" and the King County Sheriff's Office "KCSO" for any facilities provided by KCHA as part of the "Contract for Community Policing Services between King County Housing Authority and King County Sheriff's Office." Per Section 3.G of the above contract, KCHA and KCSO mutually agree to perform their roles and responsibilities to the best degree practicable and to work together cooperatively to resolve any concerns.

1. Description of Facilities:

KCHA does hereby agree to provide to KCSO the following described real estate, or other similar and suitable location in the future, as agreed to by both KCHA and KCSO:

Suite #105
9939 8th Ave SW
Seattle, WA 98106

2. Definitions. The following definitions are applicable to this Contract:

- A. "Repair" means the correction of any malfunction or deficiency of equipment, systems, fixtures, attachments, or hardware in the building or home. Repair shall not include KCSO's equipment and machinery.
- B. "Replacement" means that when repair does not correct the malfunction or deficiency of equipment, systems, fixtures, attachments, or hardware, actual replacement of the deficient item or system will occur. Replacement shall not include KCSO's equipment and machinery.
- C. "Maintenance" means the proper upkeep of any part of a unit or building to ensure its ongoing operation and attractiveness in the community's interest.
- D. "Ordinary and Reasonable Wear and Tear" means the normal, day-to-day use of property, equipment and facilities over the expected life of the property, equipment and facilities. Questions or concerns related to the expected life of specific property, equipment or facilities should be referred to KCHA-Housing Management, who will make the final determination regarding all such issues. (See Section 8 for contact information).
- E. "Resident Services" means the department at KCHA responsible for monitoring and evaluating KCSO's progress towards its goals and outcomes as stated in Exhibit A.

- F. "Housing Management" means the department at KCHA responsible for issues related to maintaining KCHA facilities.

3. Maintenance Roles and Responsibilities for Damages.

A. KCSO Roles and Responsibilities for Damages:

- (1) KCSO agrees to maintain the facilities in a manner that does not create any health and/or safety hazards for residents, users of the facility, or the surrounding community. KCSO shall operate the facilities it uses in a reasonably energy conservative manner and shall maintain the facilities in an orderly and clean condition at all times. KCSO shall be responsible for routine cleaning activities to ensure the facilities remain in compliance with the standards described in Section 4, Compliance with Basic Conditions and Standards.
- (2) KCSO shall notify the appropriate KCHA Housing Management office (See Section 8 for contact information) as soon as possible of any maintenance issues and needed repairs or replacements to the property, equipment and facilities to ensure that all such property, equipment and facilities can be maintained in proper working condition and free of hazards and to ensure that the facilities remain in compliance with the standards described in Section 4, Compliance with Basic Conditions and Standards. If such repairs or replacement are in keeping with ordinary and reasonable wear and tear, KCSO shall not be charged for such repairs or replacement.
- (3) KCSO shall be responsible for any and all damage to the facilities resulting from its activities beyond ordinary and reasonable wear and tear caused by acts of KCSO, its agents, subcontractors or invitees and shall be billed by KCHA Housing Management for the costs of repairing such damages. KCSO agrees to pay or secure a mutually agreeable payment schedule within 30 days of the written receipt of the amount owing. However, KCSO shall not be responsible for damages to the facilities directly resulting from its exercise of police powers vested generally under the laws of the State of Washington, and police action taken in the line and scope of law enforcement activity.
- (4) KCSO acknowledges that the facilities are a part of a complex that may be occupied by other agencies and tenants. KCSO agrees to conform to rules and regulations that apply to all common areas (i.e., disposition of rotten food, excess boxes, crates, etc.), in conformity with local housing codes, KCHA policies and standard practices, and the Basic Conditions and Standards herein, including the observation of fire-safety precautions and the participation in an annual fire-safety training.

B. KCHA Roles and Responsibilities for Damages:

- (1) KCHA Housing Management shall not perform routine janitorial and/or cleaning activities within the facilities, but shall perform other maintenance activities, needed repairs or

Exhibit C: Roles and Responsibilities for Maintenance of Facilities

replacements to the property, equipment and facilities, if notified by KCSO, to ensure that the facilities remain in compliance with the standards described in Section 4, Compliance with Basic Conditions and Standards. If such repairs or replacement are in keeping with ordinary and reasonable wear and tear, KCSO shall not be charged for such repairs or replacement.

- (2) KCHA Housing Management shall repair damage beyond ordinary and reasonable wear and tear as may occur, or make such repairs as are requested by KCSO provided that KCHA Housing Management shall present KCSO with an itemized bill for such repairs for which KCHA Housing Management believes KCSO to be responsible. Such bills shall reflect the costs actually incurred by KCHA, including overhead expenses.
- (3) KCHA Housing Management agrees to maintain and repair the roof, outside walls, floors and structural part of said facilities. If damage to the roof, outside walls, floors and structure are caused by acts of KCSO, its agents, subcontractors or invitees, KCHA Housing Management shall repair the damages and bill KCSO.
- (4) KCHA Housing Management shall be responsible for pest (e.g., rodents or insects) control provided that KCSO prepares the facilities for actions required for such control. This responsibility shall not obligate KCHA to additional pest control expenses beyond normal KCHA levels if pest control problems are caused by a general lack of cleanliness and inappropriate storage of food by KCSO.
- (5) KCHA Housing Management shall maintain the surrounding grounds and parking lot.
- (6) In the event the facilities are damaged to such an extent as to render them uninhabitable in whole or in part and KCHA Housing Management elects to repair or rebuild, the work shall be prosecuted without unnecessary delay. If after a reasonable time KCHA Housing Management fails to proceed to repair or rebuild, KCSO shall have the right to declare this Contract terminated by written notice served on KCHA. In the event the building, in which the facilities are located, shall be destroyed or damaged to such extent that in the opinion of KCHA it shall not be practical to repair or rebuild, it shall be optional with KCHA to terminate this Contract by written notice to KCSO within twenty (20) days after such damage or destruction.

4. Compliance with Basic Conditions and Standards.

A. The Agency's Roles in Ensuring Compliance with Basic Conditions and Standards:

- (1) KCSO shall be responsible for routine cleaning activities to ensure the facilities remain in compliance with the Basic Conditions and Standards outlined below. If inspections conducted by KCHA representatives find the agency to be in non-compliance with items stated in Section 4.C., Basic Conditions and Standards, KCSO will be required to hire a janitorial service provider.

- (2) KCSO shall notify the appropriate KCHA Housing Management office as soon as possible of any maintenance issues and needed repairs or replacements to the property, equipment and facilities to ensure that all such property, equipment and facilities can be maintained in proper working condition and free of hazards and to ensure that the facilities remain in compliance with the Basic Conditions and Standards.

B. KCHA's Roles in Ensuring Compliance with Basic Conditions and Standards:

- (1) KCHA Housing Management shall not perform routine janitorial and/or cleaning activities within the facilities, but shall perform other maintenance activities, needed repairs or replacements to the property, equipment and facilities, if notified by KCSO, to ensure that the facilities remain in compliance with the standards described in Section 4, Compliance with Basic Conditions and Standards.

C. Basic Conditions and Standards: The Housing Management department of KCHA will work with the Agency to ensure the following basic conditions and standards are implemented and maintained.

(1) Structure:

KCHA: Shall be sound and free of dry rot or other structural deficiencies.

(2) Walls:

KCSO: Shall be clean, free of dirt, grease, holes, cobwebs, and fingerprints.

(3) Floors and Carpet:

KCSO: Shall be clean, clear, dry and free of hazards.

(4) Ceilings:

KCSO: Shall be clean and free of cobwebs and hazards.

(5) Woodwork:

KCSO: Shall be clean, free of cuts, gouges, or scratches.

(6) Plumbing:

KCSO: Shall be free of materials that might cause clogs or drainage problems. Commercial drain cleaners shall not be used within the facility. KCSO shall notify KCHA Housing Management immediately of any problems, maintenance or repair needs in relation to the plumbing system.

KCHA: Shall be in proper working condition and free of leaks, clogs and drainage problems.

(7) Heating Units

KCSO: Shall be dusted and access should be uncluttered. Items, especially combustibles, shall not be stored in the proximity of heating units in such a way as to create a fire hazard.

Exhibit C: Roles and Responsibilities for Maintenance of Facilities

KCHA: Shall be in proper working condition. Cleaning and replacement of furnace filters, if applicable, every six (6) months.

(8) Fire Alarm/Safety Systems (i.e. smoke alarms, etc.):

KCSO: Shall be in proper working condition and shall ensure that facility users do not dismantle or interfere with any fire or life safety systems. Shall replace batteries as needed and shall notify *KCHA* immediately of any problems, hazards and maintenance or repair needs in relation to all fire and life safety systems.

KCHA: Shall be in proper working condition and shall perform safety inspections of the office, including checking for safety hazards and the fire alarms inside, to be completed at least twice yearly.

(9) Lighting:

KCSO: Lights bulbs shall be replaced as needed.

KCHA: Shall be in proper working condition.

(10) Windows:

KCSO: Shall be clean and windowsills and frames shall be free of mold and mildew.

Windows shall be intact and not nailed shut. Shades or blinds shall be intact.

KCHA: Proper locking devices shall be installed and in proper working condition. Windows shall be intact and not nailed shut.

(11) Doors:

KCSO: Shall be clean, free of grease and fingerprints. Doorstops shall be present. *KCSO* shall notify *KCHA* immediately if locks are broken and not working properly to secure facility.

KCHA: Exterior doors shall have properly working locks, shall be in proper working condition and be weather-tight.

(12) Sinks:

KCSO: Shall be clean, free of grease and garbage, and free of hazards. Dirty dishes shall be washed and put away daily. Commercial drain cleaners shall not be used within the facility.

KCHA: Shall be in proper working condition and free of leaks, clogs and drainage problems. Garbage disposals, if any, shall be in proper working condition.

(13) Toilet and Tank:

KCSO: Shall be kept clean and odor free. Commercial drain cleaners shall not be used within the facility.

KCHA: Shall be in proper working condition and free of leaks, clogs and drainage problems.

(14) Trash and Garbage:

KCSO: Shall be disposed of properly and not left in the unit. Shall be stored in a covered container until removed to the exterior disposal area.

(15) Rodent and Insect Infestation:

KCSO: Facilities shall be clean, food shall be stored appropriately and trash and garbage shall be removed promptly. Shall prepare the facilities for actions required for rodent and insect control. Facilities shall be free of rodent or insect infestation.

KCHA: Shall be responsible for appropriate rodent or insect control actions. Facilities shall be free of rodent or insect infestation.

5. **Improvements and Alterations to Facilities.** Any improvements, alterations or remodeling to or upon the facilities shall be made at the sole expense of KCSO, but only after obtaining the prior written consent of KCHA. Such statement of consent shall not be unreasonably withheld, but may include such appropriate conditions as KCHA may require. KCSO agrees to accept the decision of KCHA in determining which alterations must be restored to their original condition upon termination of occupancy and to pay the cost of such restoration of alterations, provided such determination shall be explicitly stated in KCHA's consent for such alterations.
- A. **Fixtures.** All fixtures attached to the facilities solely by KCSO may be removed by KCSO at any time provided:
- (1) KCSO shall restore the facilities to their condition prior to the installation of the fixtures, normal wear and tear excepted;
 - (2) KCSO shall not then be in default; and
 - (3) That the removal will be made on or before the expiration of the term or any extension thereof.
- B. **Signs.** All signs placed by KCSO on or about the facilities shall be subject to KCHA's prior written approval.
6. **Community Facility.** KCSO understands the community buildings, community rooms and other public spaces (individually and collectively "Community Facility or Facilities") provided by the KCHA within its developments are intended primarily for uses which serve the interests and promote the general welfare of residents of those developments. KCSO shall be provided access to these Community Facilities at no cost. KCHA shall pay the cost of reasonable utilities including heat, lights, water, sewer and garbage for the Community Facility. KCSO shall not rent or sub-rent these Community Facilities on a commercial basis nor will their use be permitted for activities which solely provide individual, personal financial gain or which solely serve commercial purposes. KCSO shall coordinate with the Southwest Regional Office for scheduling use of the Community Facility.
7. **Inspections.**
- A. The Agency agrees to cooperate with KCHA to ensure completion of routine inspection of systems, including but not limited to smoke alarms, life safety systems and heating/furnace equipment. Inspections shall also address items set forth under Section 4, Compliance with

Basic Conditions and Standards. Inspections will identify any improvements or repairs considered appropriate to ensure conditions are safe and meet the standards set forth in Section 4. Representatives from Resident Services and Housing Management shall complete inspections two (2) times per year.

- B. KCHA's agents may enter the facilities covered by this Contract at reasonable times and intervals to make such inspections as KCHA Housing Management shall consider necessary, to effect any improvements or repairs considered appropriate, to identify unsafe conditions and to ascertain compliance with the Basic Conditions and Standards herein. Except in cases of emergency, KCHA shall consult with KCSO and, insofar as possible, make such inspections and repairs at mutually convenient times. KCHA shall have the right of inspection upon written two (2) days notice for the semi-annual building inspections and repairs as requested by KCSO. KCHA reserves the right to repair and bill KCSO for actual costs of repairs caused by the action or inaction of KCSO, its agents, subcontractors or invitees.

8. Notices

For questions or issues related to maintenance and use of Facility, KCSO should contact:

**Tony Buhr, Regional Manager, Southwest Region
King County Housing Authority
700 Andover Park West, Suite E
Seattle, WA 98188**