

16233

Attachment A

COPY

Contract Number: BC0800230



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
The King County Housing Authority
and
The 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 "Agency", whose principal office is located at King County Courthouse, 516 3rd Avenue, Room W116, Seattle, WA 98104-2312.

WHEREAS, the King County Housing Authority has determined the need to have certain community policing services performed for residents at Cascade Homes; and

WHEREAS, the King County Housing Authority desires to have the Agency perform such services pursuant to certain terms and conditions; and

WHEREAS, the Agency has the capacity to provide such services and Cascade Homes is located in unincorporated King County under the Agency'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.
 - B. "Agency" means the person or other entity entering 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 the contract entered into between KCHA and the Agency. It includes the contract, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, amendment, change order, or other modifications.
 - E. "Contracting Officer," means the person delegated the authority by KCHA to administer and/or terminate this Contract and designated as such in writing to the Agency. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing.

2. **Contract Documents.** The clauses set forth in the Contract Documents are hereby incorporated into and made part of the Contract. The Agency acknowledges receipt and review of all Contract Documents applicable to the performance of services and to the premises. The Contract shall consist of the following component parts:

(A) This Instrument;

(B) Exhibits, as listed;

Exhibit A	--	Scope of Work
Exhibit B	--	Project Budget
Exhibit C	--	Insurance Requirements
Exhibit D	--	Monthly Narrative Report
Exhibit E	--	Section 3 Certification Requirements
Exhibit E-1	--	Section 3 Certification Form (Agency)
Exhibit E-2	--	Section 3 Certification Form (Operatives)
Exhibit E-3	--	Section 3 Employment Tracking Form
Exhibit F	--	Roles and Responsibilities for Maintenance Facilities

(C) Any modifications duly delivered after execution of this Contract (see Section 7, Contract Modifications).

3. **Terms of the Agreement.**

- A. **Duration of Contract:** The Contract shall be in full force and effect for a period commencing April 1, 2008, and ending March 31, 2009, unless sooner terminated, pursuant to Section 8, Default and Termination, herein. This contract may be extended for additional twelve (12) month periods, up to a total of thirty-six (36) months, through written amendments, change orders or other modifications to this contract. All other provisions of the original contract outside of this modification are unchanged.
- B. **Scope of Services to be Performed by the Agency:** The Agency shall perform those services and reporting activities as described in Exhibit A and Exhibit D attached hereto and incorporated herein. The Agency shall furnish all equipment and supplies reasonably necessary to carry out the purpose of this Contract and shall provide the necessary personnel, supervision and programs to realize the intended purpose of the Contract. 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.
- C. **Compensation and Method of Payment:** KCHA shall pay the Agency for services rendered according to the rate and method set forth on Exhibit B attached hereto and incorporated herein.
- D. **Agency Budget:** The Agency shall apply the funds received under this Contract within the maximum limits set forth in this Contract and according to the budget in Exhibit B pursuant to Section 7, Contract Modifications, herein.
- E. **Employee and Volunteer Screening:** The Agency assumes responsibility for screening all 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.
- F. **Facilities.** If the Agency will be using any KCHA Facilities, including community rooms, community buildings, other public spaces and/or office space, Agency must comply with the terms outlined under the Roles and Responsibilities for Maintenance of Facilities (Exhibit F) of this Contract.

4. **Independent Contractor.** The Agency and KCHA agree the Agency 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 the Agency nor any employee of the Agency shall be entitled to any benefits accorded 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 the Agency, or any employees of the Agency.
5. **Assignment of Contract.** The Agency shall not assign or transfer any interest under any of the Contract documents without the prior written consent of the Contracting Officer.
6. **Subcontracting and Subcontractors.**
 - A. "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into with a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime Contract or a subcontract.
 - B. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Agency or another subcontractor.
 - C. The Agency shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State of Washington.
 - D. The Agency shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Agency.
 - E. The Agency shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
 - F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and KCHA or between the subcontractor and HUD.

- G. The Agency shall report to KCHA any subcontracts it executes with any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Agency or another subcontractor.

7. **Contract Modifications.**

- A. Only the Contracting Officer, the Executive Director of KCHA, or appointed designee, has authority to draft contract modifications of any term or condition of this contract on behalf of KCHA. Final contract modifications shall be deemed approved and authorized in writing and duly signed by the Executive Director of KCHA, or appointed designee, and the authorized agent of the Agency.
- B. All modifications to this Contract which includes a change in the Total Contract Value shall be in the form of a Change Order signed by the authorized agent of the Agency and the Executive Director of KCHA, or appointed designee. All other Contract modifications shall be in the form of supplemental agreements signed by the Agency and the Contracting Officer.

8. **Default and Termination.**

- A. KCHA may by written notice of default to the Agency, terminate this Contract for any one of the following circumstances:
 - (1) If the Agency fails to perform any of the services or reporting activities specified in Exhibit A within the time specified here or any extension thereof; or
 - (2) If the Agency fails to perform any of the other clauses of the Contract, or so fails to make progress on the performance of any of the other clauses of the Contract as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as KCHA may authorize in writing) after receipt of notice from KCHA's Contracting Officer or Property Manager specifying such failure.
- B. In the event KCHA terminates this Contract in whole or in part for default as provided above, KCHA may procure, upon such terms and in such manner as KCHA may deem appropriate, services similar to those terminated. The rights and remedies of KCHA provided in this clause shall not be exclusive and are in addition to any other rights and remedies by law or under this Contract.

- C. The Agency shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Agency. Such causes may include, but are not restricted to acts of God, casualties, and labor disputes. If the failure to perform is caused by the default of a subcontractor, and such default arises out of causes beyond the control of both the Agency and the subcontractor, and without the fault or negligence of either of them, the Agency shall not be liable for any excess costs for failure to perform.
- D. This Contract may at any time be terminated by either party giving the other party thirty (30) days written notice specifying the nature, extent and effective date of the termination. If the Agency's insurance coverage is canceled for any reason, KCHA shall have the right to terminate this Contract immediately. Further, KCHA may terminate this Contract in whole, or from time to time in part, for KCHA's convenience, or due to changes in the availability of funding to support Contract activities. Further, the Agency may terminate this Contract in whole, or from time to time in part, for the Agency's convenience.
- E. If the termination is for the convenience of KCHA or Agency, KCHA shall be liable only for payment for services rendered before the effective date of the termination. KCHA shall not be liable for payment of any values that KCHA may realize or accrue on or after the effective date of termination, where such values (i) arise from or is generated by the services rendered before the effective date of the termination, or (ii) have monetary amount assignable to them.
- F. Upon receipt of notice of termination, the Agency shall immediately discontinue all services affected (unless the notice directs otherwise) and shall deliver to KCHA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.

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, the Agency shall immediately notify the Contracting Officer in writing of its contentions and submit its claim. Subsequent to such submission, and prior to any resolution determining otherwise or unless directed in writing by KCHA to suspend all or part of the work, the Agency shall continue its work unabated in compliance with this Contract, and such continuation shall not waive or prejudice the Agency's claim or its rights to make such claim.
- B. In the event of any dispute arising out of or relating to this Contract or the default thereof, KCHA and the Agency 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.** The Agency 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.** Agency shall indemnify and hold harmless KCHA and its officials, officers, agents, 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 the Agency, its officers, agents, 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 Agency 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 Agency and their respective officers, agents, and employees, or any of them, Agency shall satisfy the same.

B. Agency Held Harmless. KCHA shall indemnify and hold harmless Agency and its officers, agents, and employees, or any of them (collectively and individually, "Agency 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 Agency Indemnities, KCHA shall defend the same at its sole cost and expense; provided that Agency 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 against Indemnities, or 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, Agency 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, Agency, or both, KCHA shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

13. Insurance.

- A. The Agency agrees to comply with the insurance requirements described in Exhibit C.
- B. The Agency hereby certifies that the Agency and each subcontractor has, and shall maintain for the duration of this Agreement, Workers' Compensation insurance in accordance with Washington Workers' Compensation laws.

14. Title to Property Acquired.

- A. Property acquired with funds received from KCHA pursuant to this Agreement that cost five hundred dollars (\$500) or more, per item, and that has a useful life of one year or more, shall become the property of KCHA and shall be considered to be only on loan to the Agency.
- B. The Agency shall use such property only for Program purposes, exercise reasonable care for its maintenance, and be responsible for any loss, damage, or disappearance. The Agency shall mark each such item of property with KCHA property tags upon acquisition; complete inventory cards in duplicate for each purchase – one for the Agency and one to be forwarded within five days of purchase to KCHA; maintain a ledger entitled “Equipment, Furniture, and Fixtures” showing expenditures for equipment and such other inventory records as may be required by KCHA, and make a physical inventory of property purchased with program funds conveyed through this Contract at least once per year and reconcile the results with the property records. Any loss, damage, or disappearance of property acquired with Program funds conveyed through this Contract shall be reported to KCHA immediately.
- C. Upon the expiration or earlier termination of this Contract, or upon the completion of the Program, all such property and all finished or unfinished documents and materials prepared by the Agency with Program funds conveyed through this Contract shall, at the option of KCHA, be considered the property of KCHA and forwarded to KCHA upon request. Any and all products, program designs, or other written materials created in whole or in part by the Agency or its agents or employees with the support of KCHA funds shall be the property of KCHA during the term of this Agreement and after its expiration or termination.

15. Section 3 Requirements.

The Agency agrees to comply with the Section 3 Certification Requirements described in Exhibit E – Section 3 Certification Requirements. Exhibit E-1 – Section 3 Certification Form (Agency), Exhibit E-2 – Section 3 Certification Form (Operatives) and Exhibit E-3 - Section 3 Employment Tracking Form.

16. Record Keeping.

- A. The Agency 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.

17. **Audits and Inspection.** The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review or audit by KCHA or any other government agency so authorized by law during the performance of this contract. KCHA shall have the right to request a copy of the Agency's most recent financial statement at any time during the duration of this Contract.

18. **Grievance Procedure.** If available, the Agency shall provide a copy of the Agency's written client grievance procedure to KCHA within fifteen (15) days of the execution of the Contract and shall make copies of the client grievance procedure available to clients, if requested.

19. **Organization Conflicts of Interest.**

A. The Agency 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 Agency's organizational, financial, contractual or other interests are such that:

(1) Award of the Contract may result in an unfair competitive advantage; or

(2) The Agency's objectivity in performing the Contract work may be impaired.

B. The Agency agrees that if after award they discover an organizational conflict of interest with respect to this Contract, they shall make an immediate and full disclosure in writing to the Contracting Officer who shall include a description of the action which the Agency 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.

C. In the event the Agency was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the Contracting Officer, KCHA may terminate the Contract for default. (See also

Section 8, Default and Termination.)

- D. The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the services provided by the Agency. The Agency shall include in such subcontracts and consulting agreements any necessary clauses to eliminate or neutralize conflicts of interest.

20. **HUD Requirements.**

- A. **Subcontracting with Small and Minority Agencies, Women's Business Enterprise, and Labor Surplus Area Firms:** The Agency shall take the steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms. Any subcontracts shall require prior written approval of KCHA.
- B. **Equal Employment Opportunity:** During the performance of this Contract, the Agency shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation or disability. In addition, the Agency 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.
- C. **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 there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- D. **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.
- E. **Limitations on Payments Made to Influence Certain Federal Financial Transactions:** The Agency 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. The Agency 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.

- F. **Examination and Retention of The Agency's Records:** KCHA, HUD, or the Comptroller General of the United States, or any of their duly authorized representatives shall, until six (6) years after final payment under this Contract, have access to and the right to examine any of The Agency'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.
21. **Dissemination or Disclosure of Information.** The Agency 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.
22. **Integration and Merger.** This Contract, including attachments and documents incorporated herein by reference, constitutes the entire agreement between KCHA and the Agency 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.
23. **Notices.** Any notices required or permitted by this Contract shall be in writing and shall be either personally delivered or sent by first-class mail, certified with return receipt requested, and addressed to the parties as follows:

If to KCHA:

Mike Reilly
Director of Housing Management
King County Housing Authority
600 Andover Park West
Tukwila, WA 98188

If to Agency:

Dan Pingrey
Captain, Auxiliary Services Section
King County Sheriff's Office
516 Third Avenue
Seattle, WA 98104

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: _____

Ron Sims
King County Executive
701 5th Ave, Suite 3210
BOA-EX-3210
Seattle, WA 98104-7097

DATE: _____

DATE: _____

BY: _____

Sue Rahr
King County Sheriff
516 3rd Avenue, Room W-150
Seattle, WA 98104-7097

DATE: _____

EXHIBIT A – SCOPE OF WORK

County Responsibilities: In consideration of the promises by KCHA previously set forth herein, the Agency promises to

- A. Beginning April 1, 2008, to provide additional Law Enforcement service within Cascade Homes over and above the same level, degree and type as is customarily provided by the county in its rendition of law enforcement service in unincorporated King County, during such hours of the day as are agreed upon quarterly between the Authority and the County; provided that the officers shall remain at Cascade Homes and the area immediately surrounding, throughout the hours agreed upon in accordance with this agreement, unless emergent circumstances require otherwise. The officers shall work at least twenty (20) hours a month, or as needed, but not to exceed the contract value. Officers shall work singly or in pairs, and shall work vehicular patrol, foot patrol, bicycle patrol, plain clothes or proactive patrol. Additional hours will be agreed upon between the Authority and the County.

- B. Provide KCHA routinely at the end of each month with a report of officers' activity at Cascade Homes, including a log of hours spent in rendering law enforcement service; however, not including any privileged or confidential investigatory information. However, KCSO agrees to contact the KCHA regional manager in the event of any incident serious in nature that requires KCHA knowledge before a monthly report is submitted.

- C. The KCSO will furnish all personnel and any and all other things necessary to accomplish the levels of law enforcement service herein before described. However, KCHA understands that KCSO may not be able to furnish the agreed level of staffing in rare circumstances.

EXHIBIT B – PROJECT BUDGET AND PAYMENT SCHEDULE

1. COMPENSATION AND METHOD OF PAYMENT

A. The total paid in four (4) equal payments beginning June 2008, based on quarterly billing by the Agency calculated on the number of officer hours spent at the appropriate overtime rate for that officer.

1. The quarterly billing shall be based on the actual overtime rate for each officer.
2. The Agency shall send a request for reimbursement, which shall be submitted on Agency letterhead, to KCHA each quarter no later than thirty (30) days after the following dates: June 1, 2008, September 1, 2008, December 1, 2008 and March 1, 2009.

B. The total amount for the contract year shall not exceed twenty thousand dollars (\$20,000).

EXHIBIT C – INSURANCE REQUIREMENTS

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.

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.

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.

EXHIBIT D – MONTHLY NARRATIVE REPORT FORMAT

MONTHLY NARRATIVE REPORT:

Service Activity: King County Sheriff's Cascade Homes Substation

Please provide a brief summary of program activities, addressing the following issues for the service activities described within this Contract:

- 1. Highlights:** Describe highlights of program activities and accomplishments.
- 2. Performance Standards:** Please describe progress toward the accomplishment of program objectives and standards. Also, please describe any performance standard(s) not on target and provide explanation.
- 3. Crime Reduction Outcomes:** Please describe examples of successful changes in crime trends in your communities. What lessons have you learned about your community policing efforts as a result of these changes?
- 4. Problems and Program Adjustments:** Please describe any major problems identified and any solutions, corrective actions and/or adjustments made to your program to address identified problems.
- 5. Other Comments:** Please provide any other comments or observations you wish.

REPORTING SCHEDULE: This Monthly Narrative Report should be submitted to KCHA within twenty (20) days after the close of each Contract Month.

COPY



King County
Finance & Business
Operations Division
Department of Executive Services
Exchange Building, EXC-ES-0720
821 Second Avenue
Seattle, WA 98104
(206) 684-1937
(206) 684-2186 Fax
www.metrokc.gov

December 11, 2006

Mr. Tim Baker
King County Housing Authority
600 Andover Park West
Seattle, WA 98188

RE: Section 3 Certification for King County (contracts LS-06-003-25, MR0700430, and 625-2003-07)

Dear Mr. Baker:

The King County Housing Authority and King County Sheriff's Office have three contracts for community policing services. Services are provided at Cascade Homes, Ballinger Homes, and Park Lake Homes.

As required by the contracts, King County certifies that it is not a Section 3 business.

Thank you again for working with us to provide community policing in these neighborhoods. If you have any questions about the contract, please call Rebecca Connolly at (206) 205-7610.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Guy".

Ken Guy
Division Director, Finance and Business Operations
Department of Executive Services

cc: File copies: Sheriff's Office Contracts Unit and Legal Unit

EXHIBIT E - SECTION 3 CERTIFICATION REQUIREMENTS

Purpose of Section 3 Requirements:

The work to be performed under this Contract is on a project subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implements Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

Agency Requirements:

The Agency agrees to send to each labor organization or representative of workers with which the Agency has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Agency's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Agency agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Agency will not subcontract with any subcontractor where the Agency has notice or knowledge that the subcontractor has been found in violation of regulations in 24 CFR Part 135.

The Agency will certify that any vacant employment positions, including training positions, that are filled (1) after the Agency is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Agency's obligations under 24 CFR Part 135.

The Agency shall submit a Section 3 Certification form (see Exhibits G-1 and G-2 [Section 3 Certification Forms] and Exhibit C [Reporting Requirements]).

Non-Compliance:

Non-compliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

EXHIBIT E-2 -- SECTION 3 CERTIFICATION FORM (OPERATIVES)



KING COUNTY HOUSING AUTHORITY

SECTION 3 CERTIFICATION FORM

(To be distributed to operatives of the Agency directly connected with the provision of contracted services.)

Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, requires that Housing Authorities and agencies receiving HUD funding, to the greatest extent possible, direct that funding to businesses that provide economic opportunities to low-income persons. To this end, we ask that you provide the following information:

Name: _____

Address: _____

Date of Hiring: _____ Housing Authority Resident (circle one)? YES NO

Based on the chart below, please indicate whether your income, for at least one of the past three years, was at or below the low-income limit listed for your household:

My income level, for at least one of the past three years, was at or below the low-income limit (circle one): YES NO

Family Low-Income Limits (per year)

For King or Snohomish Counties	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income in \$	43,050	49,200	55,350	61,500	66,400	71,350	76,250	81,200

For Pierce County	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income in \$	37,150	42,450	47,750	53,050	57,300	61,550	65,800	70,050

For Skagit County	1 Persons	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income in \$	33,300	38,100	42,600	47,600	51,400	55,200	59,000	62,850

For Thurston County	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income in \$	37,050	42,300	47,650	52,950	57,200	61,400	65,650	69,900

I certify that my income, for at least one of the immediate past three years, has been at or below the low-income level as designated above.

Signature _____

_____ Date

_____ Title

EXHIBIT E-1 -- SECTION 3 CERTIFICATION FORM (AGENCY)



KING COUNTY HOUSING AUTHORITY

SECTION 3 CERTIFICATION FORM

(Agency to return this Section 3 Certification Form ONLY)

Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, requires that Housing Authorities and agencies receiving HUD funding encourage, to the greatest extent possible, the hiring of low-income persons.

To this end, we ask that you provide the following information:

Based on the chart below, were any of your current staff's income, for at least one of the past three years, at or below the low-income limit listed for his or her **household** (circle one)?

YES NO

If YES, were any of these individual(s) Housing Authority Resident(s) (circle one)?

YES NO

If YES, how many? _____

Family Low-Income Limits (per year)

For King or Snohomish Counties	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income in \$	43,050	49,200	55,350	61,500	66,400	71,350	76,250	81,200

For Pierce County	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income in \$	37,150	42,450	47,750	53,050	57,300	61,550	65,800	70,050

For Skagit County	1 Persons	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income in \$	33,300	38,100	42,600	47,600	51,400	55,200	59,000	62,850

For Thurston County	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Income in \$	37,050	42,300	47,650	52,950	57,200	61,400	65,650	69,900

I certify that _____ of my staff, for at least one of the immediate past three years, has/have been at or below the low-income level as designated above.

Signature

Date

Title

EXHIBIT E-3 - SECTION 3 EMPLOYMENT TRACKING FORM

REPORTING PERIOD _____

NAME				
ADDRESS				
PHONE #				
ETHNICITY/SEX CODE				
DATE HIRED				
COMPANY				
TRADE				
WAGE RATE				
EMPLOYMENT STATUS CODE				
SECTION 3 PREFERENCE CODE				
REFERRAL SOURCE CODE				

EXHIBIT E-3 - SECTION 3 EMPLOYMENT TRACKING FORM

CODE LIST

ETHNICITY/SEX CODE	EMPLOYMENT STATUS CODE	SECTION 3 PREFERENCE CODE	REFERRAL SOURCE CODE
1=CAUCASIAN	1=NEW HIRE	1=PUBLIC HOUSING PROJECT	1=KCHA
2=AFRICAN AMERICAN	2=RETURNING HIRE	AREA RESIDENT	2=CENTER FOR CAREER
3=NATIVE AMERICAN	3=LAI D OFF	2=PUBLIC HOUSING NON-	ALTERNATIVES
4=HISPANIC/LATINO	4=TERMINATED	PROJECT AREA RESIDENT	3=YWCA
5=ASIAN/PACIFIC ISLANDER		3=HUD YOUTHBUILD	4=PORT OF SEATTLE
6=HASIDIC JEWS		PARTICIPANT	5=OTHER
7=MALE		4=SEATTLE AREA RESIDENT	
8=FEMALE			

I certify that the following information is true and correct to the best of my knowledge.

Name/Title _____

Date _____

**EXHIBIT F – ROLES AND RESPONSIBILITIES
FOR MAINTENANCE OF FACILITIES**

Overview: The following sets forth the roles and responsibilities of KCHA and the Agency for the facilities provided by KCHA and described in Section 1 below. KCHA and the Agency 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 the Agency the following described real estate located at:

Cascade Homes, 10614 SE 206th Street, Kent, WA 998031

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 the Agency'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 the Agency'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, and KCHA-Housing Management will make the final determination regarding all such issues. (See Section 9 for contact information).
- E. "Resident Services" means the department at KCHA responsible for monitoring and evaluating the Agency'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, including compliance to expectations stated in Exhibit H.

3. Maintenance Roles and Responsibilities for Damages.

A. Agency Roles and Responsibilities for Damages:

**EXHIBIT F – ROLES AND RESPONSIBILITIES
FOR MAINTENANCE OF FACILITIES**

- (1) The Agency 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. The Agency 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. The Agency 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) The Agency shall notify the appropriate KCHA-Housing Management office (See Section 9 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, the Agency shall not be charged for such repairs or replacement.
- (3) The Agency 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 the Agency, its agents, subcontractors or invitees and shall be billed by KCHA-Housing Management for the costs of repairing such damages. The Agency agrees to pay or secure a mutually agreeable payment schedule within 30 days of the written receipt of the amount owing. However, the Agency 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) The Agency acknowledges that the facilities are a part of a complex that may be occupied by other agencies and tenants. The Agency 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 replacements to the property, equipment and facilities, if notified by the Agency, 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

**EXHIBIT F – ROLES AND RESPONSIBILITIES
FOR MAINTENANCE OF FACILITIES**

keeping with ordinary and reasonable wear and tear, the Agency 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 the Agency provided that KCHA-Housing Management shall present the Agency with an itemized bill for such repairs for which KCHA-Housing Management believes the Agency 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 the Agency, its agents, subcontractors or invitees, KCHA-Housing Management shall repair the damages and bill the Agency.
- (4) KCHA-Housing Management shall be responsible for pest (e.g., rodents or insects) control provided that the Agency 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 the Agency.
- (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, the Agency 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 Agency 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) The Agency 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

**EXHIBIT F – ROLES AND RESPONSIBILITIES
FOR MAINTENANCE OF FACILITIES**

with items stated in Section 4.C., **Basic Conditions and Standards**, an agency will be required to hire a janitorial service provider.

- (2) The Agency 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: The Housing Authority shall not perform janitorial and/or cleaning services within the facilities, but shall perform other maintenance activities, needed repairs or replacements to the property, equipment and facilities, if notified by the Agency, to ensure that the facilities remain in compliance with the 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:

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

(3) Floors and Carpet:

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

(4) Ceilings:

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

(5) Woodwork:

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

(6) Plumbing:

Agency: Shall be free of materials which might cause clogs or drainage problems. Commercial drain cleaners shall not be used within the facility. Agency 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.

**EXHIBIT F – ROLES AND RESPONSIBILITIES
FOR MAINTENANCE OF FACILITIES**

(7) Heating Units

Agency: 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.

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.):

Agency: 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 inspections shall be completed at least twice yearly.

(9) Lighting:

Agency: Lights bulbs shall be replaced as needed.

KCHA: Shall be in proper working condition.

(10) Windows:

Agency: 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:

Agency: Shall be clean, free of grease and fingerprints. Doorstops shall be present. Agency 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:

Agency: 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:

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

**EXHIBIT F – ROLES AND RESPONSIBILITIES
FOR MAINTENANCE OF FACILITIES**

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

(14) Trash and Garbage:

Agency: 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:

Agency: 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 the Agency, 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. The Agency 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 the Agency may be removed by the Agency at any time provided:
- (1) That the Agency shall restore the facilities to their condition prior to the installation of the fixtures, normal wear and tear excepted;
 - (2) The Agency 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 the Agency on or about the facilities shall be subject to KCHA's prior written approval.
6. **Community Facility.** The Agency 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. The Agency 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. The Agency shall not

**EXHIBIT F – ROLES AND RESPONSIBILITIES
FOR MAINTENANCE OF FACILITIES**

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. The Agency 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 Agency 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 the Agency. KCHA reserves the right to repair and bill the Agency for actual costs of repairs caused by the action or inaction of the Agency, its agents, subcontractors or invitees.

8. Notices

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

**Diana Sandusky, Property Manager, King County Housing Authority
10614 SE 206th Street, Kent, WA 98031
253/893-7201**

For issues or questions related to program services and activities (See Exhibit A), Agency should contact:

**Diana Sandusky, Property Manager, King County Housing Authority
10614 SE 206th Street, Kent, WA 98031
253/893-7201**