

Document Code No.: CON 7-3-3-EO

Title: Delegation of Authority for Signing and Administering Contracts, Change Orders, Deeds, Leases, Amendments, and Other Instruments

Keywords: Delegation of Authority



King County

This order delegates to Department Directors and certain others the authority to sign and administer Contracts, Agreements, Change Orders, Deeds, Leases, Amendments, and Other Instruments.

WHEREAS, Section 320.20 of the King County Charter authorizes the King County Executive to "...sign, or cause to be signed, on behalf of the County all deeds, contracts and other instruments "; and

WHEREAS, Section 850 of the Charter provides that powers and duties of a county officer may be delegated by that officer to another officer or employee of the County under the control and supervision of the delegating officer; and

WHEREAS, to ensure decisions related to signing and administering such deeds, contracts and other instruments are made at the appropriate level within the Executive branch of county government, it is desirable to delegate authority to the Assistant County Executive and Department Directors and to authorize them to further delegate such authority to qualified subordinates; and

WHEREAS, prompt processing and administering of such instruments is beneficial to King County, its contractors and other persons doing business with the county;

NOW, THEREFORE, I, Dow Constantine, King County Executive, hereby delegate the authority to negotiate, sign, administer, and settle contracts, agreements, and other instruments, including, but not limited to, public works contracts, architecture/engineering contracts, agreements, memoranda of understanding with other government agencies, permit documents, grant documents, environmental review documents and enforcement documents, and amendments and change orders thereto, to the Assistant County Executive and Department Directors responsible for managing the work or services specified in such contracts, agreements, and other instruments, subject to the following:

1. Competitive Procurement and Conflict of Interest Requirements. Notwithstanding CON 7-8-2 EP such contracts and agreements, including change orders and amendments, that were authorized by the applicable department, agency or office, and complied with appropriate competitive procurement procedures, conflict of interest provisions and minority/women/disadvantaged business enterprise and affirmative action policies and procedures.

2. Contracts Within Appropriations. Such contracts and agreements do not commit the county to amounts in excess of appropriations.

3. Emergency Contracts. For contracts or agreements which are clearly an emergency as defined in statute, prior review and approval by both the Department Director responsible for managing the work or services specified in such contracts and agreements and by the Director of the Department of Executive Services or designee within the appropriate procurement division. Should the emergency be \$250,000 or greater or should the responsible department lack appropriation for the

emergency, the Department Director shall be responsible for preparing the motion or ordinance necessary for proper council action as set forth in council ordinance and other applicable Executive Orders, Policies and Procedures.

4. Single Source and Other Proprietary Contracts. For contracts and agreements of \$25,000 or less, including public works, which are clearly and legitimately limited to a single source of supply or other proprietary circumstances, prior review and approval is required by the Director of the Department of Executive Services or designee within the appropriate procurement division. For contracts and agreements over \$25,000, including public works, which are clearly and legitimately limited to a single source of supply or other proprietary circumstances, prior review and approval is required by both the Department Director responsible for managing the work or services specified in such contracts and agreements and by the Director of the Department of Executive Services or designee within the appropriate procurement division.

5. Judicial Administration. Contracts and agreements awarded by or on behalf of Judicial Administration shall be signed by the Assistant County Executive.

6. Compliance with Funding Agency Requirements. When the procurement involves the expenditure of federal and/or state funding, the method of procurement will comply with funding agency requirements.

FURTHER, I delegate authority to procure revenue-producing Transit vehicles, including but not limited to buses, vans, trolley buses, and streetcars ("buses"), and to administer bus procurement contracts and amendments to the Director of Metro Transit Department (Metro). The Director (General Manager) of Metro in consultation with the Director of the Department of Executive Services shall establish competitive procurement procedures meeting Federal Transit Administration contract and administrative requirements.

FURTHER, I delegate the authority to sign deeds, easements, purchase agreements and other real property instruments related to the purchase or acquisition of real property interests to the Director of the Department of Executive Services for sub-delegation to the Property Services Section Manager or designee, the Metro Director (General Manager), the Director of the Department of Local Services and the Director of the Department of Natural Resources and Parks, subject to their respective authorities as set forth in ordinances; provided such purchases are duly authorized and do not commit the county to amounts in excess of appropriations for such purchases.

FURTHER, I delegate the authority to sign deeds, easements, sale agreements and other real property instruments related to the sale of real property interests to the Director of the Department of Executive Services for sub-delegation to the Division Director of Finance or designee.

FURTHER, I delegate to the Director of the Department of Community and Human Services the authority to execute agreements, reports and other submittals relating to the Department's application for and administration of housing and community development program funding; and to sign instruments consenting to, modifying or releasing county security interests or covenants in real property to the extent that such interests or covenants relate to Department of Community and Human Services contracts. Such signature authority shall not include instruments by which the county acquires real property or instruments relating to properties

which the county holds legal title to or manages in a trust capacity; nor shall such signature authority extend to any agreements that commit the county to amount in excess of appropriations.

FURTHER, I delegate the authority to sign monthly rental agreements and annual lease agreements for real property in which the County is either the lessor or the lessee to the Director of the Department of Executive Services for sub-delegation to the Division Director of Finance or designee.

FURTHER, the Assistant County Executive and Department Directors may delegate authority in writing to deputy directors and division managers under their control and supervision. Deputy Directors and Division Directors may further delegate authority with the written approval of the applicable Department Director. Department Directors shall maintain complete records of all delegations and sub-delegations made pursuant to this Executive Order.

FURTHER, I hereby ratify and confirm actions taken by Department Directors, and those to whom Directors delegated authority, in signing contracts and agreements from and since December 18, 2006, to the extent such actions and delegations were consistent with the requirements set forth above in this Executive Order. From the effective date hereof, Department Directors shall ensure that delegations of authority for signing contracts and agreements comply with the terms of this Executive Order.

NOW, THEREFORE, I Dow Constantine, King County Executive, do hereby order and direct:

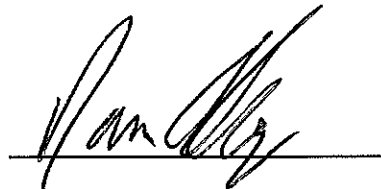
Dated and effective this 2 day of Aug., 2022



Dow Constantine

King County Executive

Attest:



Norm Alberg

Director, Records and Licensing Services Division, Department of Executive Services