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King County Contract No. D36540D/E
Federal Taxpayer ID No. 91-1579383

Department/Division Community and Human Services/CSD/Housing Community Development

Agency City of Woodinville

Project Title Woodinville Senior Center Improvements

Contract Amount $ 180,000 Fund Code 15

Contract Period From: 08/02/2006 To 05/31/2007

KING COUNTY PUBLIC ENTITY SERVICES CONTRACT – 2006

THIS CONTRACT is entered into by KING COUNTY (the "County"), and City of Woodinville (the "Agency"), whose address is 1731 133rd Avenue Northeast, Woodinville, WA 98072.

WHEREAS, the County has been advised that the following are the current funding sources, funding levels and effective dates:

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
COUNTY	$180,000	08/02/2006 to 05/31/2007
TOTAL	$180,000	08/02/2006 to 05/31/2007

and

WHEREAS, the County desires to have certain services performed by the Agency as described in this Contract, and as authorized by Ordinance No. 15560;

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

This form is available in alternate formats for people with disabilities upon request.

I. EXHIBITS

The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

☒	Certificates of Insurance/Endorsements	Attached hereto as Exhibit I
☒	Woodinville Senior Center Improvements $130,000	Attached hereto as Exhibit II
☒	Woodinville Senior Center Improvements $50,000	Attached hereto as Exhibit III

II. DURATION OF CONTRACT

This Contract shall commence on the 2nd day of August 2006, and shall terminate on the 31st day of May 2007, unless extended or terminated earlier, pursuant to the terms and conditions of this Contract.

III. COMPENSATION AND METHOD OF PAYMENT

A. The County shall reimburse the Agency for satisfactory completion of the terms and conditions found in this Contract and its attached Exhibits.

B. The Agency shall submit an invoice and all accompanying reports as specified in the attached Exhibit(s), including its final invoice and all outstanding reports. The County shall initiate authorization for payment to the Agency not more than 30 days after a complete and accurate invoice and all outstanding reports are received and approved.

C. If the Agency's final invoice and reports are not submitted by the day specified in the attached Exhibit(s), the County will be relieved of all liability for payment to the Agency of the amounts set forth in said invoice or any subsequent invoice.

IV. OPERATING BUDGET

The Agency shall apply the funds received from the County under this Contract in accordance with the budget, if included within an Exhibit. The Agency shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories within an Exhibit is expected to exceed ten percent of the total Exhibit budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment.

V. INTERNAL CONTROL AND ACCOUNTING SYSTEM

The Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, financial and governmental reporting standards as prescribed by the appropriate accounting standards board.

VI. MAINTENANCE OF RECORDS

A. The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed

necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.

B. These records shall be maintained for a period of six years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.

C. The Agency shall inform the County in writing of the location, if different from the Agency address listed on page one of this Contract, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten working days of any such relocation.

VII. AUDITS

A. The Agency shall submit to the County a copy of its annual report of examination/audit, conducted by the Washington State Auditor, within 30 days of receipt.

B. Additional federal and/or state audit or review requirements may be imposed on the County, and the Agency shall be required to comply with any such requirements

VIII. EVALUATIONS AND INSPECTIONS

A. The Agency shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County shall give advance notice to the Agency in the case of fiscal audits to be conducted by the County.

B. The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six years after termination hereof, unless a longer retention period is required by law.

C. The Agency agrees to cooperate with the County or its agent in the evaluation of the Agency's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.17.

IX. CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is, the Agency has failed to comply with any terms or conditions of this Contract or the Agency has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure shall apply:

A. The County shall notify the Agency in writing of the nature of the breach;

B. The Agency shall respond in writing no later than ten working days following receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than 30 days from the date of the Agency's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

C. The County shall notify the Agency in writing of the County's determination as to the sufficiency of the Agency's corrective action plan. The County shall have sole discretion in determining the sufficiency of the Agency's corrective action plan;

D. In the event that the Agency does not respond within the appropriate time with a corrective action plan, or the Agency's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section XI.B;

E. In addition, the County may withhold any payment owed the Agency or prohibit the Agency from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section XI. Subsections A, B, C, D, and E.

X. ASSIGNMENT/SUBCONTRACTING

A. The Agency shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent shall be sought in writing by the Agency not less than 15 days prior to the date of any proposed assignment or subcontract.

B. "Subcontract" shall mean any agreement between the Agency and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of: (1) support services not related to the subject matter of this Contract; or (2) supplies.

XI. TERMINATION

A. This Contract may be terminated by the County without cause, in whole or in part, prior to the date specified in Section II, by providing the Agency 30 days advance written notice of the termination.

B. The County may terminate this Contract, in whole or in part, upon seven days advance written notice in the event: (1) the Agency materially breaches any duty, obligation, or service required pursuant to this Contract; and/or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection XI.B.(1), the Agency shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall immediately return to the County any funds, misappropriated or unexpended, which have been paid to the Agency by the County.

C. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract and its attached Exhibits, the County may, upon written notification to the Agency, terminate this Contract in whole or in part.

If the Contract is terminated as provided in this Subsection: (1) the County shall be liable only for payment in accordance with the terms of this Contract for services

rendered prior to the effective date of termination; and (2) the Agency shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract shall terminate at the close of the current appropriation year.

D. The Agency may terminate this Contract upon seven days written notice, should the County commit any material breach of this Contract.

E. This Contract may be terminated by the Agency without cause, prior to the date specified by providing the County 90 days advance written notice of the termination. The Agency shall provide the County 90 days advance written notice of its intent not to renew this Contract, in whole or in part.

F. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

XII. FUTURE SUPPORT

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

XIII. HOLD HARMLESS AND INDEMNIFICATION

A. In providing services under this Contract, the Agency is an independent Contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Agency shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Agency, its employees, and/or others by reason of this Contract. The Agency shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Agency's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Agency of work, services, materials, or supplies by Agency employees or other suppliers in connection with or support of the performance of this Contract.

B. The Agency further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Agency, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination sections.

C. The Agency shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Agency, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Agency agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this-purpose, the Agency, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Agency.

D. The County shall protect, defend, indemnify, and save harmless the Agency, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, or agents. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Agency only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Agency incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

F. To the extent that an Agency subcontractor fails to satisfy its obligation to defend and indemnify the County as detailed in Section XVII.B. of this Contract, the Agency shall protect, defend, indemnify, and hold harmless the County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards or damages arising out of, or in any way resulting from, the negligent act or omissions of the Agency's Subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract.

G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

XIV. INSURANCE REQUIREMENTS

A. By the date of execution of this Contract, the Agency shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Agency, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Agency or subcontractor. The Agency may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Agency is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Agency, its agents, employees, officers, and or subcontractors, to comply with the insurance requirements stated herein shall constitute a material breach of this Contract.

For All Coverages: Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval.

If coverage is approved and purchased on a "claims made" basis, the Agency warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of Contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

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

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

B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. General Liability:

   Insurance Services Office form number (CG 00 01) covering **COMMERCIAL GENERAL LIABILITY**).

2. Professional Liability:

   Professional Liability, Errors, and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require professional standards of care.

3. Automobile Liability:

   In the event that services delivered pursuant to this Contract require the use of a vehicle or involve the transportation of clients by Agency personnel in Agency-owned vehicles or non-owned vehicles, the Agency shall provide evidence of the appropriate automobile coverage.

   Insurance Services Office form number (CA 00 01) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

4. Workers' Compensation

   Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.

5. Stop Gap/Employers Liability

Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

C. Minimum Limits of Insurance

The Agency shall maintain limits no less than, for:

1. General Liability: $1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a $2,000,000 aggregate limit.

2. Professional Liability, Errors, and Omissions: $1,000,000 per claim and in the aggregate.

3. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. Except if the transport of clients by Agency personnel is involved, then Risk Management will review the appropriate amount of coverage.

4. Workers' Compensation: Statutory requirements of the state of residency.

5. Stop Gap/Employers Liability: $1,000,000

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Agency's liability to the County and shall be the sole responsibility of the Agency.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

1. Liability Policies Except Professional/Errors and Omissions and Workers Compensation

   a. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Agency in connection with this Contract.

   b. The Agency's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its offices, officials, employees, or agents shall not contribute with the Agency's insurance or benefit the Agency in any way.

   c. The Agency's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 45 days prior written notice has been given to the County.

F. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

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

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

G. Verification of Coverage

The Agency shall furnish the County certificates of insurance and endorsements required by this Contract. Such certificates and endorsements, and renewals thereof, shall be attached as exhibits to the Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

H. Subcontractors

The Agency shall include all subcontractors as insureds under it policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. If the Agency is relying on the insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract then such requirements and documentation shall be subject to all of the requirements stated herein.

I. Municipal or State Agency Provisions

If the Agency is a Municipal Corporation or an agency of the State of Washington and is self insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

XV. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. Nondiscrimination in Employment Provision of Services

During the performance of this Contract, neither the Agency nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in

the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Codes Chapters 12.16 and 12.17 are incorporated herein by reference, and such requirements shall apply to this Contract.

B. Nondiscrimination in Subcontracting Practices

During the solicitation, award and term of this Contract, the Agency shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Agency shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

C. Compliance with Laws and Regulations

The Agency shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, KCC 12.17, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000(a) et seq., the Americans with Disabilities Act, 42 U.S.C. 12102 et seq., and the Restoration Act of 1987. The Agency shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

D. Small Business and Minority and Women Business Enterprise Opportunities

The County encourages the Agency to utilize small businesses, including Minority-owned and Women-owned Business Enterprises ("M/WBEs") in County contracts. The County encourages the Agency to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.

2. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.

3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.

4. Establishing delivery schedules, where the requirements of this Contract permit, that encourage participation by small businesses, including M/WBEs.

5. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the Contract.

6. Using the services of available community organizations, contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.

7. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. Contact OMWBE office at 360-753-9693 or on-line through the web site at www.wsdot.wa.gov/omwbe/.

E. Fair Employment Practices

County Code Chapters 12.16 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Agency nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices.

F. Record-Keeping Requirements and Site Visits

The Agency shall maintain, for at least six years after completion of all work under this Contract, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and

2. Records, including written quotes, bids, estimates or proposals submitted to the Agency by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit, at any time, the site of the work and the Agency's office to review the foregoing records. The Agency shall provide every assistance requested by the County during such visits. In all other respects, the Agency shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Agency shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

G. Sanctions for Violations

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

H. Reporting

The Agency shall complete all reports and forms provided by the County and shall otherwise cooperate fully with the County in monitoring and assisting the Agency in providing nondiscriminatory programs.

XVI. SECTION 504 AND AMERICANS WITH DISABILITIES ACT (ADA)

The Agency has completed a 504/ADA Self-Evaluation Questionnaire for all programs and services offered by the Agency (including any services not subject to this Contract) and has

evaluated its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 701 et seq. as amended ("504") and the American Disabilities Act, 42 U.S.C. 12102 et seq. The Agency has completed, attached as an exhibit to this Contract, and incorporated herein by reference a 504/ADA Assurance of Compliance

XVII. SUBCONTRACTS AND PURCHASES

A. The Agency shall include the above Sections IV, V, VI, VII, VIII, XII, XIII, XIV, XV, and XVI, in every subcontract or purchase agreement for services which relate to the subject matter of this Contract.

B. The Agency agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

XVIII. CONFLICT OF INTEREST

A. The Agency agrees to comply with the provisions of KCC Chapter 3.04. Failure to comply with any requirement of KCC Chapter 3.04 shall be a material breach of this Contract, and may result in termination of this Contract pursuant to Section XI and subject the Agency to the remedies stated therein, or otherwise available to the County at law or in equity.

B. The Agency agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any County official or employee. The Agency acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the County will be cancelled and it shall not be able to bid on any County contract for a period of two years.

C. The Agency acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Agency shall identify, at the time of offer, current or former County employees involved in the preparation of proposals or the anticipated performance of work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Agency is responsible for notifying the County's project manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XIX. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XX. EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

A. The Agency agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of $1,000 per item or more when the purchase of such equipment is reimbursable as a Contract budget item, is upon its purchase or receipt the property of the County and/or federal/state government.

B. The Agency shall be responsible for all such property, including the proper care and maintenance of the equipment.

C. The Agency shall ensure that all such equipment shall be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

D. The Agency shall admit County staff to the Agency's premises for the purpose of marking such property with County property tags.

E. The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract funds.

XXI. NOTICES

Whenever this Contract requires that notice be provided by one party to another, such notice shall be:

A. In writing; and

B. Directed to the chief executive officer of the Agency and the director of the County department specified on page one of this Contract.

Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XXII. PROPRIETARY RIGHTS

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Agency, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Agency which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Agency that are not modified for use in the performance of this Contract.

XXIII. CONTRACT AMENDMENTS

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XXIV. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

The Agency shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper.

If the cost of recycled paper is more than 15 percent higher than the cost of non-recycled paper, the Agency may notify the Contract Administrator, who may waive the recycled paper requirement.

The Agency shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

XXV. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed 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 stated to be such through written approval by the County, which shall be attached to the original Contract.

XXVI. SERVICES PROVIDED IN ACCORDANCE WITH LAW AND RULE AND REGULATION

The Agency and any subcontractor(s) agree to abide by the terms of the Revised Code of Washington, rules and regulations promulgated thereunder, and the DSHS and County Agreement on General Terms and Conditions between the Department of Social and Health Services and King County, as amended, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

In the event of a conflict between any of the language contained in any exhibit or any attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

XXVII. CONFIDENTIALITY

The Agency agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

XXVIII. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY ACCOUNTBILITY ACT OF 1996 (HIPAA)

Terms used in this section shall have the same meaning as those terms in the Privacy Rule, 45 CFR Parts 160 and 164.

A. Obligations and Activities of the Agency

1. The Agency agrees not to use or disclose protected health information other than as permitted or required by law.

2. The Agency agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR Part 164, Subpart C.

3. The Agency agrees to mitigate, to the extent practicable, any harmful effect that is known to the Agency of a use or disclosure of protected health information by the Agency in violation of the requirements of this Contract.

4. The Agency agrees to report all unauthorized or otherwise improper disclosures of protected health information or security incident, to the County within two days of the Agency's knowledge of such event.

5. The Agency agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Agency on behalf of King County, agrees to the same restrictions and conditions that apply through this Contract to the Agency with respect to such information.

6. The Agency agrees to make available protected health information in accordance with 45 CFR § 164.524.

7. The Agency agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.

8. The Agency agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by the Agency on behalf of King County, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining King County compliance with the privacy rule.

9. The Agency agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.

B. Permitted Uses and Disclosures by Business Associate

The Agency may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, King County as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by King County or the minimum necessary policies and procedures of King County.

C. Effect of Termination

1. Except as provided in paragraph C.2 of this section, upon termination of this Contract, for any reason, the Agency shall return or destroy all protected health information received from King County, or created or received by the Agency on behalf of King County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Agency. The Agency shall retain no copies of the protected health information.

2. In the event the Agency determines that returning or destroying the protected health information is infeasible, the Agency shall provide to King County notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the Agency shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Agency maintains such protected health information.

KING COUNTY

FOR

King County Executive

12/21/06

Date

CITY OF WOODINVILLE

Signature

Connie L. Fessler

NAME (Please type or print)

12/20/06

Date

Approved by DCHS Director

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY
October 17, 2005

WA cities
Insurance Authority

P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

01-Dec-06

Cert#: 4782

King County Community Services Division
Attn: Elaine Goddard
821 Second Ave., Suite 500
Seattle,WA 98104

RE: City of Woodinville
Community Development Block Grant for improvements to senior area.

Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 121 municipal corporations in the State of Washington.

WCIA has at least $1 million per occurrence combined single limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA is an Interlocal Agreement among municipalities and liability is completely self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an "additional insured'.

Sincerely,

Eric B. Larson
Deputy Director

cc: Jim Katica
Brenda Eriksen, Parks Dept.

cletter

EXHIBIT II
CITY OF WOODINVILLE
WOODINVILLE SENIOR CENTER IMPROVEMENTS

Contract No.: D36540D	Project No.: CX06540
King County Project Manager: Eric Wilcox	Agency Contact Person: Lane Youngblood
Start Date: August 2, 2006	Telephone: (425) 877-2286
End Date: May 31, 2007	Fax: (425) 489-2705
Termination Date: May 31, 2017	Email: LaneY@ci.woodinville.wa.us

I. WORK STATEMENT

The City of Woodinville, hereinafter referred to as "the Agency", shall use King County Current Expense funds to improve the Woodinville Senior Center facility. The Agency and the tenant Northshore Senior Services provide social services to King County residents. All such activities shall be provided in a manner which fully complies with all applicable state and local laws, statutes, rules and regulations, as are now in effect or hereafter may be amended. The total amount of reimbursement pursuant to this Exhibit shall not exceed $130,000 in King County funds for the contract period August 2, 2006 through May 31, 2007.

II. PROJECT DESCRIPTION

A. Definitions

1. Construction Work: Work attributed to the construction of the facility.

2. Project Completion Date: The date on which the City of Woodinville Building Official issues a certificate of occupancy in accordance with International Building Code section 110 adopted by Washington Administrative Code Section 51-50-003.

3. Project Site: 17401 – 133rd Ave. NE, Woodinville, WA 98072.

B. Project Requirements

1. Construction Work

a. The Agency shall make improvements to the Senior Center facility. County funds shall be used to pay for a portion of the capital cost of Construction Work consisting of but not limited to renovating 1,500 square feet of the center senior area and creating a computer lab.

b. The Agency shall complete Construction Work in accordance with the following project schedule:

25 percent of Construction Work Completed: September 2006
50 percent of Construction Work Completed: November 2006
75 percent of Construction Work Completed: December 2006

c. The Agency shall notify the County of changes to the project schedule in Section II.B.1.b. above.

2. Facility Use

The Agency shall use the facility for a period of ten years from the Project Completion Date to provide social services at free or reduced cost to King County residents.

3. Project Activities

a. The Agency obtained all necessary and appropriate land use permits, zoning approvals and any other permits and approvals required by local, county, state and federal law.

b. The Agency shall provide documentation to the County showing that the project activities were completed as stated. The Agency shall provide the County with one set of final record documents ("As-Built" plans) which are stamped, certified and signed.

c. The Agency shall provide documentation to the County showing that the sources and value of its contribution to the project is equal to those specified in Section III.A.

4. The Agency shall provide annual reports summarizing activities in the facility for a period of ten years.

5. Any carryover and expenditure of funds beyond the year in which funds are appropriated is subject to County Council approval.

6. Additional Insurance Requirements for Capital Projects

The Agency shall provide the following evidence of insurance with coverage sufficient for the project.

a. Builder's Risk and Property Insurance;

b. "Direct Risk of Physical Loss" Builder's Risk coverage for the duration of the construction project and Property insurance for the installed property after the completion of the project;

c. Coverage shall be for the full replacement value of the project with a deductible not to exceed $1,000; and

d. Property Coverage: King County shall be listed as a Named Insured on Builders Risk coverage as their interests may appear and as Loss Payee on Property coverage as their interests may appear.

7. Procedure in the Event of Default

a. In the event that all or any portion of the facility is taken or conveyed as a result of any condemnation proceeding or damaged as a result of any casualty, the County and the Agency agree that the proceeds of any condemnation or casualty affecting the facility shall be made available for the repair or restoration of the real property if the County and the Agency in their reasonable judgment agree that:

i. Repair or restoration of the facility is feasible and that sufficient funds are available to complete such work;

ii. After the completion of work, the facility can be feasibly operated within the restrictions and requirements of this Exhibit; and

iii. More than two years remain after the completion of the repair or restoration work until the end of this Contract.

b. The County and the Agency shall meet as necessary to discuss in good faith the rebuilding or repair of the facility and reach a decision with respect thereto within 60 days after the occurrence of the casualty or condemnation. If the parties cannot in good faith agree to repair or restore the facility as provided above, then the Agency shall pay the County the amount of funding provided under this Exhibit within 60 days of demand.

III. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Package

1. The Billing Invoice Package shall consist of an invoice statement in a format approved by the County and other reporting requirements as stated in Section IV., REPORTING REQUIREMENTS, of this Exhibit.

2. The Agency may not submit a Billing Invoice Package to the County until the Agency has provided the following documents to the County in a format acceptable to the County:

a. A detailed project budget with projected costs for facility construction and the sources of funding that the Agency will use to pay for each cost;

b. Copies of documents evidencing that the Agency has secured funding for all project costs; and

c. A copy of executed contracts for the Construction Work.

B. Method of Payment

1. County funds shall be used to pay for a portion of the cost of Construction Work.

2. The Agency shall submit Billing Invoice Packages to the County in accordance with the following schedule provided the amount of each invoice shall not exceed the Agency's actual cost:

Completion of 100 percent of Construction Work: $130,000.

3. The Agency shall not invoice the County for incurred costs paid for by another source of funds.

IV. REPORTING REQUIREMENTS

A. The Agency shall submit in each Billing Invoice Package a copy of the executed Certificate of Payment and copies of contractor invoices evidencing completion of the work for which reimbursement is requested.

B. One year after the Project Completion Date the Agency shall submit to the County an annual report, in a format approved by the County, with information on the number of King County residents to whom the Agency provided social services at free or reduced cost in the facility. The Agency shall submit an annual report on the anniversary of the Project Completion Date for the remainder of the contract period. The report shall be submitted to: King County Community Services Division, Housing and Community Development, Attn.: CD Program Coordinator, 821 Second Avenue, Suite 500, Seattle, WA 98104-5037.

EXHIBIT III
CITY OF WOODINVILLE
WOODINVILLE SENIOR CENTER IMPROVEMENTS

Contract No.: D36540E	Project No.: CX06540
King County Project Manager: Eric Wilcox	Agency Contact Person: Lane Youngblood
Start Date: November 6, 2006	Telephone: (425) 877-2286
End Date: May 31, 2007	Fax: (425) 489-2705
Termination Date: May 31, 2017	Email: LaneY@ci.woodinville.wa.us

I. WORK STATEMENT

The City of Woodinville, hereinafter referred to as "the Agency", shall use King County Current Expense funds to improve the Woodinville Senior Center facility. The Agency and the tenant Northshore Senior Services provide social services to King County residents. All such activities shall be provided in a manner which fully complies with all applicable state and local laws, statutes, rules and regulations, as are now in effect or hereafter may be amended. The total amount of reimbursement pursuant to this Exhibit shall not exceed $50,000 in King County funds for the contract period November 6, 2006 through May 31, 2007.

II. PROJECT DESCRIPTION

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2. Project Completion Date: The date on which the City of Woodinville Building Official issues a certificate of occupancy in accordance with International Building Code section 110 adopted by Washington Administrative Code Section 51-50-003.

3. Project Site: 17401 - 133rd Ave. NE, Woodinville, WA 98072.

B. Project Requirements

1. Construction Work

a. The Agency shall make improvements to the Senior Center facility. County funds shall be used to pay for a portion of the capital cost of Construction Work consisting of but not limited to renovating 1,500 square feet of the center senior area and creating a computer lab.

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a. The Agency obtained all necessary and appropriate land use permits, zoning approvals and any other permits and approvals required by local, county, state and federal law.

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The Agency shall provide the following evidence of insurance with coverage sufficient for the project:

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b. "Direct Risk of Physical Loss" Builder's Risk coverage for the duration of the construction project and Property insurance for the installed property after the completion of the project;

c. Coverage shall be for the full replacement value of the project with a deductible not to exceed $1,000; and

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ii. After the completion of work, the facility can be feasibly operated within the restrictions and requirements of this Exhibit; and

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   Completion of 100 percent of Construction Work: $50,000.

3. The Agency shall not invoice the County for incurred costs paid for by another source of funds.

IV. REPORTING REQUIREMENTS

A. The Agency shall submit in each Billing Invoice Package a copy of the executed Certificate of Payment and copies of contractor invoices evidencing completion of the work for which reimbursement is requested.

B. One year after the Project Completion Date the Agency shall submit to the County an annual report, in a format approved by the County, with information on the number of King County residents to whom the Agency provided social services at free or reduced cost in the facility. The Agency shall submit an annual report on the anniversary of the Project Completion Date for the remainder of the contract period. The report shall be submitted to: King County Community Services Division, Housing and Community Development, Attn.: CD Program Coordinator, 821 Second Avenue, Suite 500, Seattle, WA 98104-5037.

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06-184

CONTRACT AMENDMENT

DCHS /	Community Services Division / Housing and Community Development	Contract No.	D36540D/ E
Project/Exhibit(s)	Woodinville Senior Center Improvements	Original Contract Date	08/02/2006
Agency/Contractor	City of Woodinville	Amendment No.	1
Address	17301 133rd Avenue NE Woodinville, WA 98072	Amendment Start Date	05/31/2007

Amendment Requested By: Eric Wilcox	Amendment Effects:
Community Services Division	_____ Scope of Service X Time of Performance _____ Compensation
Eric Wilcox 206-296-8638	_____ Method of Payment

PURPOSE

To extend the term of the project/contract to allow the Agency to complete the improvements at the Senior Center facility.

RECEIVED
JUL 12 2007
City of Woodinville

A. STANDARD CONTRACT CHANGES

Page one, Effective Dates is revised to read 08/02/2006 to 12/31/2007.

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
COUNTY	$180,000	08/02/2006 to 12/31/2007
TOTAL	$180,000	08/02/2006 to 12/31/2007

B. EXHIBIT CHANGES

Exhibit II, End Date is revised to read December 31, 2007.
Exhibit III, End Date is revised to read December 31, 2007.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

King County Executive FOR

Date 7/2/07

CITY OF WOODINVILLE

Signature

RICHARD A. LEAHY
NAME (Please type or print)

6-25-07
Date