

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

I. SCOPE OF SERVICES

The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits:

- | | |
|--|---------------------------------|
| <input checked="" type="checkbox"/> Scope of Services | Attached hereto as Exhibit I |
| <input checked="" type="checkbox"/> Payment Schedule | Attached hereto as Exhibit II |
| <input checked="" type="checkbox"/> Reporting Requirements | Attached hereto as Exhibit III |
| <input checked="" type="checkbox"/> Monthly Expenditure Report | Attached hereto as Exhibit IV |
| <input checked="" type="checkbox"/> 2002 Personnel Inventory Report | Attached hereto as Exhibit V |
| <input checked="" type="checkbox"/> 2002 Affidavit and Certificate of Compliance | Attached hereto as Exhibit VI |
| <input checked="" type="checkbox"/> Position Salary Report | Attached hereto as Exhibit VII |
| <input checked="" type="checkbox"/> 504/ADA Assurance of Compliance | Attached hereto as Exhibit VIII |
| <input checked="" type="checkbox"/> 2002 Approved Annual Budget | Attached hereto as Exhibit IX |

II. DURATION OF CONTRACT

This Contract shall commence on the first (1st) day of January, 2002 and terminate the thirty-first (31st) day of December, 2002 unless extended or terminated earlier pursuant to the terms and conditions of this Contract. The amount of payment to the Agency for the period for January 1, 2002 through December 31, 2002, will be determined based on the 2002 budget passed by the Metropolitan King County Council.

III. COMPENSATION AND METHOD OF PAYMENT

- A. In 2002, the County shall reimburse the Agency for the services as specified in Section I in the amount not to exceed \$199,982 except as provided in Exhibit I.

Of the above amount, \$199,982 is currently available. Any obligation by the County to provide any amount beyond what is available is specifically conditioned on passage of a supplemental appropriation by the appropriate funding authority. In the event that no additional funds are available, the services and payments as currently described shall be renegotiated to reflect total funds available.

- B. The Agency shall provide the OPD with a certification of services rendered twenty (20) working days after the close of each calendar month. The County will pay the Agency by the eighth (8) working day of the following month.

- C. In the event of failure to comply with any items and conditions of this Contract or to provide in any manner the work or services as agreed to herein, the County reserves the right to withhold any payment until the County is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the County's right to termination as provided in Section XIII of this Contract.

IV. OPERATING BUDGET

In 2002, the Agency shall apply funds received from the County under this Contract in accordance with the approved Agency annual budget.

V. INDEPENDENT CONTRACTOR

The Agency is, for all purposes arising out of this Contract, an independent contractor, and neither the Agency nor its employees shall be deemed employees of the County. It is expressly understood and agreed that the Agency and the Agency's employees shall in no event be entitled to any benefits to which County employees are entitled, including, but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or leave benefits. The Agency shall complete this Contract according to the Agency's own means and methods of work, which shall be in the exclusive charge and control of the Agency and which shall not be subject to control or supervision by the County, except such requirements for performance as are specified in this Contract.

VI. AGENCY'S EMPLOYEES AND EQUIPMENT

The Agency agrees that it has secured or will secure at the Agency's own expense, all persons, employees, and equipment required to perform the services contemplated/required under this Contract. The Agency further agrees that any equipment or materials acquired with funds provided by this Contract shall be utilized for the purpose of performing the services contemplated/required by this Contract.

The Agency shall maintain an inventory of property purchased with funds from this Contract or depreciated during this Contract. Said inventory shall include an identification system, a record of purchase date, and price of property. Items to be included are those which are considered capital items.

VII. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. The Agency shall maintain accounts and records, 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.
- B. The Agency further covenants and agrees that it shall maintain all records which sufficiently and properly reflect all costs and indirect costs of any nature for any subcontracts or personal service contracts. Said records shall include, but not be limited to, documentation of any funds expended by the Agency for said personal service contracts or subcontracts, documentation of the nature of the service which is rendered, and records which

demonstrate the amount of time spent by each subcontractor or personal service contractor rendering service pursuant to the subcontract or personal service contract.

- C. These records shall be maintained for a period of (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.
- D. Willful failure to maintain or produce records or other required documentation during the time for maintenance of records may result in specific, related costs being disallowed. In the event the County has reason to believe that such a failure exists, notice shall be given to the Agency and the Agency shall respond in writing. The time for notification and response shall be the same as set forth in Section XIII.A.

If the Agency's response is deemed unacceptable, the question of whether or not specific costs are disallowed shall be determined by a County appointed, qualified independent Certified Public Accountant, in a manner consistent with generally accepted auditing standards and accounting principles. Disallowed costs may be recovered from the Agency by the County.

VIII. AUDITS, INSPECTIONS OF RECORDS, AND ANNUAL FINANCIAL STATEMENTS

- A. The Agency shall maintain records and accounts in accordance with accepted accounting practices, including records of the time spent by the Agency on each case. The Agency must ensure that OPD has full access to materials necessary to verify compliance with all terms of this contract. At any time, upon reasonable notice during business hours and as often as the County may deem necessary for a period of six (6) years, the Agency shall provide to the County right of access to its facilities, including those of any subcontractor, to auditing records, data, invoices, materials, payrolls and other data relating to all matters covered by this contract. Provided that if any such data, records or materials are subject to any privilege or rules of confidentiality the Agency must maintain such data in a form or manner to provide same to the County that will not breach such confidentiality or privilege. The Agency shall maintain such data and records in an accessible location and condition for a period of not less than six (6) years following the receipt of final payment under this Contract, unless the County agrees in writing to an earlier disposition. Notwithstanding any of the above provisions of this paragraph, all Constitutional, statutory, and common law rights and privileges of any indigent client are not waived. Provided further that nothing in this section shall require the disclosure of the names of any client represented pursuant to RCW 13.34 et seq, or RCW 71.02 et seq, or RCW 71.05 et seq.
- B. The Agency shall have its 2002 annual financial statements audited by an independent Certified Public Accountant and shall provide the County with a copy of such audit no later than the last working day in July, 2003. The independent Certified Public Accountant shall issue an internal control or management letter and a copy of these findings shall be provided to the County along with the annual audit report. All audited annual financial statements shall be based on the accrual method of accounting for revenue and expenditures.

Audits shall be prepared in accordance with Generally Accepted Auditing Standards and shall include balance sheet, income statement, and statement of changes in cash flow.

IX. OTHER EMPLOYMENT

The Agency agrees that its legal staff shall have as its primary employment representation of indigent clients pursuant to the terms and conditions of this Contract. The Agency further agrees that it will abide by all provisions of this Contract regarding Personal Performance of this Contract.

X. PERSONAL PERFORMANCE

A. **Personal Performance**

1. The Agency represents and warrants to the County, that while this Contract is in effect, the performance of legal services pursuant to this Contract shall not be subservient to any other obligations of the Agency.
2. The Agency further covenants and agrees that, within available resources, reasonable efforts will be made by the Agency to continue the initial attorney assigned to a client throughout any case in which representation is undertaken pursuant to the terms of this agreement, provided that nothing in this section shall prohibit the Agency from rotating attorneys through various divisions of the court system at reasonable intervals or from assigning a single attorney to handle various aspects of legal proceedings for all indigent clients where such method of assignment is the most reasonable method of obtaining adequate representation for indigent clients.
3. The Agency further covenants that an attorney shall be required to follow up on all referrals within ten (10) working days from a referral. Such follow-up shall be documented in the case file.
4. The Agency agrees that a preliminary written response to complaints concerning services, forwarded to the Agency by OPD, shall be made within two (2) working days of the date the OPD complaint form is received.
5. Conflicts of interest arise in a number of circumstances. While it is difficult to specifically define a conflict of interest, it is important that participants in the representation of indigent defendants be cognizant of the potential for conflicts and recognize that their management of conflicts is governed by the mandatory provisions of the Washington State Rules of Professional Conduct (RPC) as adopted in 1985 and thereafter amended and judicial interpretations of those rules. In addition to the RPC, attorneys shall refer to the American Bar Association Standards for Criminal Justice.

B. **Minimum Attorney Qualifications**

Every Agency attorney shall satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court; seven (7) hours of each year's required continuing legal education credits shall be in courses relating to areas of law in which the Agency provides legal services to clients under the terms of this Contract. The Agency will maintain for inspection on its premises records of compliance with this provision.

C. Attorney Evaluation

The Agency director, or his/her designee, shall evaluate the professional performance of Agency attorneys annually. Evaluations should include monitoring of time and caseload records, review of case files, as well as in-court observation. The Agency shall submit to OPD a summary report of the annual attorney performance evaluations. The Agency shall make available to OPD its evaluation criteria and evidence evaluations were conducted, although all evaluations are to be confidential between the Agency's director and the Agency attorney.

D. Attorney Training

The Agency should provide sufficient training to keep all attorneys abreast of developments in relevant law, procedure, and court rules.

XI. EVALUATION GUIDELINES

OPD will review Agency compliance with scope of services and program requirements as delineated in Exhibit I. In addition, the Agency's staffing plan may be reviewed by OPD to verify that attorney experience levels are reasonable when compared to responsibilities or capabilities of the attorney.

The Agency may use legal interns. If they are used, they will be used in accordance with Washington State Admission to Practice Rule #9.

XII. CORRECTIVE ACTION

If the County believes that a breach of this Contract has occurred, and if the County believes said breach to warrant corrective action, the following sequential procedure shall apply:

1. The County will notify the Agency in writing of the nature of the breach;
2. The Agency shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) working days from the date of the Agency's response;
3. The County will notify the Agency in writing of the County's determination as to the sufficiency of the Agency's corrective action plan. The determination of the sufficiency of the Agency's corrective action plan will be at the sole discretion of the County; however, the County's determination of the sufficiency of the Agency's corrective action plan shall take into consideration the reasonableness of the proposed corrective action, in light of the alleged breach. In all cases where corrective action is determined by the County to be appropriate, the County shall work with the Agency to implement the plan;
4. In the event that the Agency does not respond within the appropriate time with the 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 XIII(A);

5. In addition, the County may withhold any payment owed the Agency which is directly related to the breach of the Contract or prohibit the Agency from incurring additional obligations of funds until the County is satisfied the corrective action has been taken or completed; and
6. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section III (A), and (C).

XIII. TERMINATION AND SUSPENSION

- A. The County may terminate this Contract in whole or in part upon ten (10) days' written notice to the Agency in the event:
 1. The Agency substantially breaches any duty, obligation, or service required pursuant to this Contract.
 2. The Agency engages in misappropriation of funds or fraudulent disbursement of funds.
 3. The duties, obligations, or services herein become impossible, illegal, or not feasible.

Before the County terminates this Contract pursuant to subsection XIII.A.1., the County shall provide the Agency written notice of termination, which notice shall include the reasons for termination and the effective date of termination. The Agency shall have the opportunity to submit a written response to the County within (10) working days from the date of the County's notice. If the Agency elects to submit a written response, the OPD Administrator will review the response and make a determination within ten (10) days after receipt of the Agency's response. In the event the Agency does not concur with the determination, the Agency may request a review of the decision by the County Executive. In the event the County Executive reaffirms termination, the Contract shall terminate in ten (10) days from the date of the final decision of the County Executive. If the County Executive does not make a final determination within twenty (20) days provided herein, the Contract shall remain in full force and effect until such decision is made and communicated to the Agency. Once a final determination is made by the County Executive, and if such determination sustains the decision of termination, said decision shall become effective ten (10) days from the date the final determination is made and communicated to the Agency.

In the event this Contract is terminated in whole or in part pursuant to Subsection A.1 of the Section XIII, the Agency shall be liable for damages, including the excess costs of the procurement of similar services from another source unless it is determined by the OPD Administrator that (i) no default actually occurred, or (ii) the failure to perform was without the Agency's control, fault or negligence.

- B. In the event that for any reason, expected or actual funding from any source, not to include funding appropriated by the County from County funds, shall be reduced, withdrawn, suspended, or otherwise not available, the County may suspend or terminate any portion of

this Contract which relies on the reduced, withdrawn, suspended, or otherwise unavailable funds.

The County will notify the Agency in writing that the specific funding is no longer available for all or part of this Contract, and upon receipt of such notice, the Agency will be released from performing the services required under the terms of this Contract which relied upon such funding. The County will be released from contracted liability with the Agency for work not yet undertaken pursuant to portions of this Contract for which funds have not been received by the County.

In the event that any such termination or suspension is required, the termination or suspension of services required to be performed under the terms of this Contract shall be limited to such services that directly rely on such funding; the balance of this Contract shall remain in full force and effect.

- C. In the event of the termination or suspension of this Contract, the Agency shall remit any unexpended balance of funds paid for work undertaken and not completed, less the amount the County and the Agency agree shall be necessary to deliver services in those cases. The OPD Administrator may request the Agency to attempt to withdraw from any work undertaken and not completed. In the event the Agency does not have sufficient funds to comply with the terms of this Contract, the County shall make every effort, within available resources, to assist the Agency. Provided that, should a court require, after the Agency has attempted to withdraw, the appearance of counsel from the Agency for any client previously represented by the Agency where such representation is no longer the obligation of the Agency pursuant to the terms of this Contract, the County will honor payment to the Agency upon judicial verification that continued representation is required. The amount to be paid to the Agency shall be on the same basis as assigned counsel payments for comparable case categories.
- D. The Agency reserves the right to terminate this Contract with cause with thirty (30) days written notice should the County substantially breach any duty, obligation or service pursuant to this Contract. In the event that the Agency terminates this Contract for reasons other than cause resulting from substantial breach of this Contract by the County, the Agency shall be liable for damages, including the excess costs of the procurement of similar services from another source, unless it is determined by the OPD Administrator that (i) no default actually occurred, or (ii) the failure to perform was without the Agency's control, fault or negligence.
- E. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the Agency shall return to the County those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the Agency by the County.
- F. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension only by mutual agreement of both parties hereto in writing.
- G. Nothing herein shall be deemed to constitute a waiver by either party of any legal right or remedy for wrongful termination or suspension of the Contract. In the event that legal

remedies are pursued for wrongful termination or suspension or for any other reason, the nonprevailing party shall be required to reimburse the prevailing party for all attorney's fees.

XIV. ASSIGNMENT/SUBCONTRACTING

- A. The Agency shall not assign or subcontract any portion of this Contract without consent of the County, and it is further agreed that said consent must be sought in writing by the Agency not less than five (5) days prior to the date of any proposed assignment or subcontract, provided that this provision shall not apply to short-term personal service contracts with individuals to perform work which is under the direct supervision and control of the Agency. Any individuals entering into such short-term personal service contracts shall meet any experience requirements imposed by any terms of this Contract. Short-term contracts shall include any contract for a time period less than one (1) year. The County shall be notified if any short-term contracts are renewed, extended or repeated at any time throughout the Contract.
- B. "Subcontract" shall mean any agreement between the Agency and a sub-contractor or subcontractors that is based on this Contract, provided that the terms "subcontract" or "subcontractors" do not include the purchase of support services that do not directly relate to the delivery of legal services to indigent clients of the Agency.
- C. "Personal Service Contract" shall mean a contract for the provision of professional services which includes but is not limited to counseling services, consulting services, bookkeeping services, accounting services, social work services, investigator services and legal services.

XV. CHANGES

Either party may request that the provisions of this Contract be subject to renegotiation. After negotiations have occurred, any changes which are mutually agreed upon shall be incorporated by written amendments to this Contract. There shall be no oral representations or understandings which shall in any way modify or affect this agreement unless said oral representation or understandings are committed to writing and become a part of this agreement.

XVI. FUTURE FUNDING COMMITMENTS

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

XVII. HOLD HARMLESS AND INDEMNIFICATION

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

- B. The Agency agrees that it is financially responsible and liable for and will repay the County for any independent County or State audit finding of noncompliance with the terms of this contract due to the negligence or intentional acts of the Agency, its officers, employees, representatives or agents. The duty to repay the County shall not be diminished or extinguished by the prior termination of the contract pursuant to Section II or XIII.
- C. The Agency shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by 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 performance of this Contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the agency shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit. If final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the Agency and their respective officers, agents, and employees, or any of them, the Agency shall satisfy the same.

The County shall indemnify and hold harmless the Agency and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omission of the County, its officers, agents, and employees, or any of them, relating or arising out of the performance of this Contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Agency, the County shall defend the same at its sole cost and expense and if final judgment be rendered against the Agency and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- D. Without limiting the Agency's indemnification, it is agreed that the Agency shall maintain in force, at all times during the performance of this Contract, a policy or policies of insurance covering its operation.

1. General Liability Insurance

The Agency shall maintain continuously public liability insurance with limits of liability not less than: \$250,000 each person, personal injury, \$500,000 each occurrence, property damage, liability, or a combined single limit of \$500,000 each occurrence, personal injury and/or property damage liability.

Such insurance shall include King County as an additional insured and shall not be reduced or canceled without thirty (30) days' prior written notice to the County. The Agency shall provide a certificate of insurance or, upon written request of the County, a duplicate of the policy as evidence of insurance protection.

2. Professional Liability Insurance

The Agency shall maintain or ensure that its professional employees or contractors maintain professional liability insurance for any and all acts which occur during the course of their employment with the Agency for representation of clients pursuant to

this agreement in the event the service delivered pursuant to this Contract, either directly or indirectly, involve providing professional services.

For purposes of this Contract, professional services shall mean any services provided by a licensed professional.

Such professional liability insurance shall be maintained in an amount not less than \$1,000,000 combined single limit per claim/aggregate. The Agency further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance to include but not be limited to the amount of the deductible under the insurance policy. Provided that the Agency shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the County. Provided further, that the Agency shall not be required to make payments other than its judicially determined percentage, for any professional liability where such payments are required as a result of a determination of a court of competent jurisdiction that the payments are the result of the comparative negligence of the County.

Such insurance shall not be reduced or canceled without thirty (30) days' prior written notice to the County. The Agency shall provide certificates of insurance or, upon written request of the County, duplicates of the policies as evidence of insurance protection.

3. Automobile Insurance

The Agency, which term shall include but is not limited to any employee, agent, subcontractor or designee of the Agency, shall maintain in force at all times during the performance of this contract, a policy or policies of insurance covering any automobiles owned, leased, hired, borrowed or used by the Agency to transport clients of the Agency.

In the event that services performed pursuant to this Contract involve transportation of clients, coverage shall be at least as broad as Insurance Services form number CA0001 (Ed. 12-90), covering Business Auto Coverage code 1 "any auto", or the appropriate coverage provided by symbols 2, 7, 8, or 9.

Such insurance policy or policies shall specifically name King County as an additional insured. Said insurance coverage shall be primary insurance with respect to King County, and any insurance, regardless of the form, maintained by King County shall be excess of any insurance coverage which the Agency is required to maintain pursuant to this contract.

Automobile liability as stated herein shall be maintained at \$500,000 combined single limit per accident for bodily injury and property damage.

4. Workers' Compensation

The Agency shall maintain Workers' Compensation coverage as required by the Industrial Insurance Act of the State of Washington.

The policy or policies of insurance shall not place any limitation on the protections afforded King County as an additional insured and the policy shall require thirty (30) days' notice to King County in the event of reduction of coverage, voiding of coverage, cancellation of coverage, or nonrenewal of coverage.

The Agency shall provide a certificate of insurance or, upon written request of the County, a certified copy of the policy as evidence of insurance protection.

Any policy or policies of insurance are to be placed with insurers with a Best's rating of no less than A: VII. No policy or policies of insurance under this section may be changed in any manner without thirty (30) days' prior written notice to the County. The Agency shall provide a certificate of insurance or, upon request of the County, a certified copy of the policy as evidence of insurance protection.

Any deductible and/or self-insured retention shall not apply to the Agency's liability to the County and shall be the sole responsibility of the Agency.

XVIII. BOARD OF DIRECTORS

The Agency shall have a Board of Directors, a majority of whom must be neither staff members nor relatives of staff members or directors of the Agency. The Agency shall provide OPD with the names, addresses, and professions of members of the Board of Directors and a copy of the by-laws. The Agency shall provide OPD with timely notification of changes in membership, and by-laws.

XIX. REPORTS

All such reports as are required under the terms of this Contract shall be submitted to OPD via electronic media (e-mail attachment or diskette) within the time limits for each report as delineated in Exhibit III.

- A. **Position Salary Profile:** The Agency shall submit to OPD on the last working day in January and by the 15th day of the first month of each quarter, via electronic media (e-mail attachment or diskette), a profile of Full-Time Equivalent (FTE) positions for both legal and support staff distributed by program area. The report will designate the name and salary for each FTE in the format prescribed in Exhibit VII. OPD will release this information only as provided by law.
- B. **Bar Complaints:** The Agency will immediately notify the OPD Administrator in writing when it becomes aware of any complaint lodged against one of its attorneys with the Washington State Bar Association which has resulted in either reprimand, suspension, or disbarment for any attorney who is a member of the staff or working for the Agency on short-term personal service contract.

- C. **Caseload Reports:** The Agency will transmit monthly reports to the OPD Administrator via electronic data transfer.
- D. **Expenditure Reports:** Within twenty (20) days of the last day of each calendar month, the Agency will certify to OPD a monthly report of the prior month's expenditures, via electronic media (e-mail attachment or diskette).
- E. **Annual Attorney Evaluation Report:** The Agency shall submit to OPD a summary report of the annual attorney performance evaluations as specified in Section X.C. via electronic media (e-mail attachment or diskette).
- F. **Annual Subcontract Attorney Use Report:** If the Agency uses any subcontract attorneys, the Agency shall submit to OPD a summary report via electronic media (e-mail attachment or diskette)
- G. Failure to submit required reports may be considered a breach of this contract and may result in the county withholding payment until the required reports are submitted and/or invocation of the corrective action procedures in Section XII.

XX. RESPONSIBILITY OF MANAGING DIRECTOR OF AGENCY

The managing director of the Agency shall be an attorney licensed to practice law in the State of Washington. The managing director of the Agency shall be ultimately responsible for receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs provided pursuant to this Contract.

XXI. NONDISCRIMINATION

- A. King 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; provided however, that no specific levels of utilization of minority and women in the workforce of the Agency shall be required, and the Agency is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Agency nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, 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.

The Agency shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations which prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.

- C. 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. It is an unfair employment practice for any:
1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupational qualification;
 4. Employment agency to discriminated against any person with respect to any reference for employment or assignment to a particular job classification;
 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
 7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

D. Reporting

1. The Agency entering into a contract or agreement with King County valued at \$25,000 or more shall submit with this contract a total Personnel Inventory Report providing employment data for minorities, females, and persons with disabilities.

Subject to the provisions of KCC Chapter 12.16.060, the Agency's personnel inventory report shall be effective for two years after the date on which the report was submitted.

2. The Agency entering into a contract with King County valued at more than \$25,000, or contracts which in the aggregate have a value to the Agency of more than \$25,000 should submit an affidavit of compliance in the form provided by the County, demonstrating commitment to comply with the provisions of KCC Chapter 12.16 in accordance with paragraph A of this Section XV.

The Agency shall complete the affidavit of compliance provided by the County and attach the original, notarized, completed form to this Contract. Subject to the provisions of KCC Chapter 12.16.060, the Agency's affidavit of compliance shall be effective for two years after the date on which the report was submitted.

If the Agency engages in unfair employment practices as defined above, remedies as set forth in KCC Chapter 12.18 shall be applied.

The Agency will complete all reports and forms (including Department of Social and Health Services non-discrimination forms, where applicable) provided by the County and will otherwise cooperate fully with the County in monitoring and assisting the Agency in providing nondiscriminatory programs.

XXII. NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE subcontractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or proposer for their M/WBE utilization or M/WBE status. The completion of County M/WBE forms which may be included in the contract documents is not required. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. During the term of this Contract, the Agency shall not create barriers to open and fair opportunities for M/WBEs to participate in all County contracts and 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, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- C. The Agency shall maintain, until at least 12 months after completion of all work under this contract, records and information necessary to document its level of utilization of

M/WBEs and other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Agency shall also maintain, until 12 months after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Contract. The Agency shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Agency shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

- D. King County encourages the utilization of minority owned businesses (“MBEs”) and women-owned businesses (“WBEs”)(collectively, “M/WBEs”) in County contracts. The County encourages the following practices to open competitive opportunities for M/WBEs:
- Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs of contracting and subcontracting opportunities.
 - 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 M/WBEs and all other small businesses 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.
 - Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
 - Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
 - Providing M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
 - Utilizing the services of available minority community organizations, minority contractor groups, local minority assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of M/WBEs.
- E. 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 and sanctions provided for by contract and by applicable law.

XXIII. SECTION 504 AND AMERICANS WITH DISABILITIES ACT

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, as amended (“504”) and the Americans with Disabilities Act (“ADA”). The Agency has prepared a 504/ADA Assurance of Compliance, and corrective action plan as needed for structural, programmatic, and/or service changes necessary at each of its premises within the State of Washington to comply with 504 and the ADA, and it is attached as an exhibit to this Contract and is incorporated herein by reference.

XXIV. SUBCONTRACTS AND PURCHASES

The Agency will include the above Sections XV, XVI, and XVII in every subcontract or purchase order for goods or services which are the subject matter of this Contract.

XXV. CONFLICT OF INTEREST

KCC Chapter 3.04 is incorporated by reference as if fully set forth hence, and the Agency agrees to abide by all conditions of said chapter. Failure by the Agency to comply with any requirement of said KCC Chapter shall be a material breach of contract.

- A. The Agency covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Agency shall take appropriate steps to assure compliance with this provision.
- B. If the Agency violates the provisions of Subsection XIX.A. or does not disclose other interest required to be disclosed pursuant to KCC Chapter 3.04, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section XI. above, as well as any other right or remedy provided in this Contract or law.
- C. Interests of Agency Directors, Board Directors and Employees

The following costs shall be disallowed and shall be considered a conflict of interest without prior disclosure and approval by the Administrator of OPD:

1. The employment of an individual, either as an employee of the Agency or as an independent consultant, who is either: (a) related to an Agency director, or member of the Board of Directors; (b) employed by a corporation owned by an Agency director or member of the Board of Directors, or relative of an Agency director or member of the Board of Directors. This provision shall not apply when the total salary to be paid to the individual pursuant to his/her employment agreement or employment contract would be less than \$500 per annum.
2. The acquisition or rental of real and/or personal property owned or rented by either: (a) an Agency officer, (b) an Agency director, (c) an individual related to an Agency officer or Agency directors, or (d) a corporation owned by the Agency, an Agency director, an Agency officer, or relative of an Agency officer or director.

XXVI. DISBURSEMENT POLICIES

The funds provided by the County to the Agency pursuant to the terms of this Contract are for all expenses which are directly and legitimately related to the performance of the provisions of this Contract.

XXVII. POLITICAL ACTIVITY PROHIBITED

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

XXVIII. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be:

1. In writing; and
2. Directed to the Chief Executive Officer of the Agency and the director/manager of the County department/division specified on page one (1) of this Contract.

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

XXIX. RESERVES AND PREPAYMENTS

Reserves, if any, at December 31, 2002 shall be the balance in the current fund excluding long term assets and liabilities. At a minimum, such reserves shall be maintained for the following purposes: cash flow needs, capital needs, deferred revenue, and contingencies. Reserves may also be maintained for other revenues and salary increases. Guidelines for maintenance of reserves are given below:

1. **Cash Flow Needs** - Funds which represent planned expenditure during the subsequent contract year.
2. **Capital Replacement** - An amount equal to depreciation of assets as stated in the Agency's most recent financial statements, and an amount equal to the additional funds required above depreciation to replace existing capital items.
3. **Additional Capital Needs** - An amount equal to funds required for purchase of new, or replacement items.
4. **Contingency** - set asides for anticipated costs which do not fall into categories 1, or 2, or 3.
5. **Unanticipated Contingency** - set aside for unanticipated needs equal to two percent (2%) of contract value in the subsequent year for contracts of two million dollars (\$2,000,000) or more; equal to five percent (5%) on contract value for contracts less than two million dollars (\$2,000,000).
6. **Deferred Revenue** - An amount equal to the Agency's deferred revenue. Deferred revenue will be recognized at the end of the accounting period. The amount shall be computed using the schedule developed by OPD and the Agency, subject to the definition in Section VIII.B.

7. **Other Revenues** - An amount equal to balances from other revenue sources other than this Contract or any contract entered into between the County and the Agency subsequent to December 31, 1983. This amount shall be established in the annual financial statements.

XXX. ATTORNEYS FEES

In the event that either party pursues legal remedies, for any reason, under this agreement, the non-prevailing party shall reimburse costs and attorneys' fees of the prevailing party.

XXXI. RECYCLED PRODUCT PROCUREMENT

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% 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 at the fulfillment of this Contract.

XXXII. THE PARTIES' ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations of understanding 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 this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this agreement unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XXXIII. DEFINITIONS

Except where specifically defined within the body of this Contract, all terms in this Contract shall have their usual and ordinary meaning.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first hereinabove written.

COUNTY:

AGENCY:

FOR

Signature - King County Executive

Signature

Name

Name

Title

Title

Date

Date

Approved as to Form:

SPECIAL DEPUTY PROSECUTOR
Deputy Prosecuting Attorney
for
NORM MALENG
King County Prosecuting Attorney

Date

EXHIBIT I

Scope of Services TeamChild

Services Required - Project Services Agreement

I. Work Statement

TeamChild shall provide civil legal services to juveniles eligible for representation through the King County public defense program. Legal services will include direct representation and advocacy for juveniles on civil matters, and training and consultation on relevant issues for professionals who work with juveniles eligible for public defender services. Services will be provided in accordance with the terms and conditions described below.

II. Program Requirements

- A. Under the terms of this contract, TeamChild will provide at least 1.0 FTE attorney time to perform the requirements listed below.
- B. TeamChild will seek to help eligible clients individually, and the population of eligible clients generally, by providing civil legal services and advocacy for education, access to mental and medical health treatment and other social services.
- C. Legal services may include the following:
 - 1. Individual Client Services, including advice, referral or representation of individual clients in administrative, judicial proceedings, private negotiations or other dispute resolution.
 - 2. Group Legal Representation, including representation of groups of clients.
 - 3. Advocacy Development Services, through training of professionals who work with juveniles who are eligible for public defender services, including
 - a. Developing and supporting non-lawyer advocacy through the use of volunteers and community resources;
 - b. Providing training, information and consultation for juvenile justice professionals, including county probation staff, judges, public defenders, social workers and prosecutors;
 - c. Referring juveniles to other resources after assessment;
 - d. Developing and supporting pro bono lawyer advocacy for eligible clients;
 - e. Providing consultation and assistance with respect to specific cases and issues relating to the rights of eligible clients.

III. Eligibility Criteria

Those eligible for client services and representation by TeamChild are juveniles who are eligible for public defender services in King County, Washington.

IV. Compensation and Method of Payment

TeamChild will be paid monthly, subject to the following terms and conditions:

- A. The payment made by the County to TeamChild will be made by the eighth working day of the following month.
- B. Total reimbursement pursuant to this exhibit will be \$199,982 for the contract period of January 1, 2002 through December 31, 2002.
- C. The monthly payment will be \$16,665.
- D. If total annual services are below 90% of the Program Requirements as described in Section II, **Program Requirements** of this document, payment shall be reduced by the percentage of the total performance below the 90% level. Any adjustment necessary will be made in the final month of the contract term and will be based on reports required to be provided by this contract.

V. Reporting Requirements

- A. Invoice
- B. Quarterly Statistical Reports

TeamChild will submit a quarterly statistical report on the services required in Section II, **Program Requirements**, within ten days of the end of each quarter. The report will list hours of legal service provided, numbers of clients, types of services provided, the nature of the cases on which TeamChild provides representation, the accomplishments of the project, and an explanation of any problems and corrective action taken.

- C. Expenditure Report

TeamChild will submit an annual report of expenditures, detailing actual program costs.

EXHIBIT II

**Payment Schedule
TeamChild**

This Payment Schedule shall pertain to the Agency's performance of this Contract from January 1, 2002 to December 31, 2002. In 2002, the Agency shall be paid the following monthly amount for services.

	<u>Monthly Payment</u>	<u>12 Month Total</u>
Jan-Jun	16,411	98,469
July (+ retro)	18,188	18,188
Aug-Dec	16,665	<u>83,325</u>
TOTAL		\$199,982

EXHIBIT III

2002 Reporting Requirements

Compliance with the terms of this contract requires the following reports to be submitted at the times indicated in this exhibit. The reports are described in the indicated sections of this contract. Forms will be supplied by OPD.

Contract Section	Report Title	Prerequisite to Signed Contract X = Yes	2002 Due Dates
IV.	Approved Annual Budget	X	01/15/02
IV.	Variance Explanation		As required by Contract
VIII.B.	Annual Financial Statements		07/31/03
XII.	Corrective Action Plans		As required by Contract
XVII.D.	Certificate of Insurance: Liability and professional	X	Varies with agency renewal dates
XVIII.	Board of Directors	X	01/15/02
XIX.A.	Position Salary Profile		01/31/02 04/15/02 07/15/02 10/15/02
XIX.B.	Bar Complaints		As required by Contract
XIX.E.	Annual Attorney Evaluation Report		04/15/02
XIX.F.	Annual Subcontract Attorney Use Report		04/15/02
Exh. I(IV.D) Exh. IV Exh.V	Monthly Case Report Monthly Expenditures Personnel Inventory Report		02/20/02 03/20/02 04/20/02 05/20/02 06/20/02 07/20/02 08/20/02 09/20/02 10/20/02 11/20/02 12/20/02 01/20/03

EXHIBIT IV
2002 Monthly Expenditure Report

	TOTAL
I. PERSONNEL	
A. LEGAL STAFF	
1. Salaries	
2. Bonuses	
3. Contract/Short Term Payments	
4. Interns/Workstudy	
SUBTOTAL	
B. SUPPORT STAFF	
1. Salaries	
2. Bonuses	
3. Contract/Short Term Payments	
4. Interns/Workstudy	
SUBTOTAL	
TOTAL PERSONNEL	
II. BENEFITS	
A. EMPLOYER-PAID	
1. FICA	
2. Unemployment Insurance	
3. Industrial Insurance	
4. Health Insurance	
5. Disability Insurance	
6. Life Insurance	
7. Retirement	
8. Employee Relations	
9. Other (Specify)	
SUBTOTAL	
B. PROFESSIONAL	
1. Licenses and Certificates	
2. Professional Insurance	
3. Memberships	
SUBTOTAL	
TOTAL BENEFITS/PROFESSIONAL	
III. OFFICE MAINTENANCE/OPERATIONS	
A. Telephone/Long Distance	
B. Telephone/Local	
C. General Office Supplies	
D. Furniture/Equipment/Repair/Maintenance	
E. Computer Supplies	
F. Postage	
G. Photocopying	
H. Printing	
I. Library	
J. Subscriptions	
K. Utilities	
L. Garbage	
M. Janitorial Services	
N. Miscellaneous	
O. Service Charges	
P. Messenger Service	
Q. Minor Equipment	
TOTAL MAINTENANCE/OPERATIONS	

		TOTAL
IV. OVERHEAD (OCCUPANCY)		
A. Space Rental		
B. Office Insurance		
C. Building Repairs/Maintenance		
TOTAL OVERHEAD		
V. TRAINING		
A. Materials/In-House Training		
B. CLE Costs (net reimbursement)		
C. In-State Conferences/Training		
D. Out-of-State Conferences/Training		
TOTAL TRAINING		
VI. CAPITAL EXPENDITURES		
A. Capital Purchases		
B. Equipment Lease/Payments		
C. Leasehold Improvements		
TOTAL CAPITAL EXPENDITURES		
VII. TRAVEL		
A. Office Mileage		
B. Parking (work related)		
C. Public Transportation		
TOTAL TRAVEL		
VIII. CASE RELATED		
A. Case Preparation		
B. Client Expense		
TOTAL CASE RELATED		
IX. OTHER		
A. Board Expenses		
B. Legal Professional Services		
C. Accounting Services		
D. Other Professional Services		
E. Business Taxes (if app.)		
F. Business Licenses/Fees		
TOTAL OTHER		
TOTAL ALL CATEGORIES		
% BY PROGRAM AREA TOTAL EXPENDITURES		%

INSTRUCTIONS

1. Identification of Items: It is not necessary to use the roman numeral and capital letter identification system in the report. It is necessary to use the titles, categories, and subtotals given in the OPD format. Please do not combine categories.
2. Categories: Allocate costs to an administrative program area. Include positions that affect the functioning of the entire agency (positions that are independent of case numbers and that would not vary with the size of the agency), i.e. Director, Accountant, Director's Secretary and/or Administrative Assistant, Receptionist.
3. Expend % by Program Area: Indicate the percentage of costs being assigned to each program area. Please provide a brief explanation of your cost allocation system during the first quarter of the contract year. To calculate program area percentages, remove total administrative costs from total expenditure, then divide program area total by new total.
4. Benefits: Include payroll taxes in Benefits category, not in Personnel salaries.
5. Office Maintenance & Operations: Add a separate line for computer software supplies; computer maintenance costs should be recorded in equipment repairs and maintenance lines.
6. Minor Equipment: Furniture and equipment with a unit cost that is less than \$1,000 should be reported as minor equipment: Category III.Q.
7. Capital: Reported capital expenditure in 2002 will be the purchase price of capital items. Capital items are described as durable items costing \$1,000 or more, i.e. computer equipment.
8. Reimbursement: Final reported expenditures should be net of direct reimbursement. Examples would be CLE reimbursements from the Criminal Justice Training Commission, court reimbursement of expert witness fees, etc. Other situations such as parole board payments should be treated as revenue in the Agency's financial statement.
9. Modified Accrual Expenditures: Modified accrual expenditure reporting is suggested as follows: When reporting expenditures, payments for goods and services received in the reporting month may be recognized in reporting month as long as the expenditure has been made by the 15th of the succeeding month. Expenditures after this date should be accrued into the following month. Revisions to monthly expenditure reports should only be submitted if the accrued expense is equal to or greater than ten percent (10%) of the category for that month's expenses. Expenses which will be included in the 2002 financial statement, should not be reported as monthly statements for the first quarter of 2002. Submit instead, changes to the December 2002 expenditure report. **Example:** February - Invoiced \$1,000 for general office supplies but not paid; total OPS/Maintenance for February \$10,000. March - Invoice not paid. April - Invoice paid and equaled 10% of February OPS/Maintenance; would not resubmit February expenditure report to reflect accrual.

Questions should be addressed to: Marijo Klem, Budget Analyst, 296-7792.

EXHIBIT V
Personnel Inventory Report

Legal name of business _____ Telephone No: _____

dba (if applicable) _____

Street Address _____ City _____ State _____ Zip Code _____

Submitted by: _____ Title: _____ Date: _____

IRS Employer Identification Number: _____

Do you have any employees? No ___ Yes ___

If yes, list on the Employment Data Chart below the total number of employees for all businesses located in (1) King County. If none, list the total number of employees for all businesses located in (2) Washington State. If none, list the total number of employees for all businesses located in the (3) United States. Indicate which locale (1,2,3) report covers _____. This report covers Business Location(s) in (circle one): [King County, Washington State, Other States] for the Payroll Period ending (Month/Day/Year): _____.

Do any of your employees belong to a union and/or do you use an employee referral agency? No ___ Yes ___

If yes, list the unions and/or employee referral agencies with whom you have agreements: _____. If you expect to do more than \$10,000 worth of public work (construction) or, more than \$25,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
Skilled Craft*																
Subtotal																

* Journey worker: List by classification on reverse, e.g., carpenter, plumber, etc.

Total number of employees reported above: _____ If no employees, write "0."

EXHIBIT VI

Affidavit and Certificate of Compliance

**With King County Code Chapter 12.16, Discrimination and Affirmative Action
In Employment by Contractors, Subcontractors and Vendor**

Company Name: _____ BID NO. _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

The undersigned, states on behalf of the Contractor as follows:

Definitions: "Contractor" shall mean any contractor, vendor or consultant who supplies goods and/or services. "Contract" shall mean any contract, purchase order or agreement with King County Government, hereinafter called the County.

- A. Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Contractor further recognizes that this affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basic nondiscrimination provisions of the general contract specifications as applied to service, consultant, and vendor contracts exceeding \$25,000, or public work contracts exceeding \$10,000. Contractor herein agrees that this affidavit is incorporated as an addendum to its general contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general specifications, King County Code Chapter 12.16 and this affidavit. PROVIDED FURTHER, that in lieu of the affidavit, the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of this chapter.
- B. Contractor shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of work.
- C. This person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken: _____.
- D. Contractor will cooperate fully the M/WBE and Contract Compliance Division and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this sworn statement and in King County Code Chapter 12.16.
- E. **Reports:** The Contractor agrees to complete and submit as required such additional reports and records that may be necessary to determine compliance with the affidavit and to confer with the County Compliance Officer at such times as the County shall deem necessary. The information required by this chapter includes but is not limited to the following reports and records:
 - 1. **Personnel Inventory Report:** This report shall include a breakdown of the employer workforce showing race, sex and handicapped and other minority data.
 - 2. **Monthly Utilization Report:** This report shall apply to

construction contractors and subcontractors and shall provide the number of hours of employment for all employees, including minority, women and disabled employees by craft and category.

- 3. **Statement from Union or Worker Referral Agency:** This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of sensory, mental or physical disability.

The information required in this section shall be submitted on forms provided by the County unless otherwise specified.

- F. **Subcontractors:** For projects and contracts over ten thousand dollars (\$10,000) the prime contractor shall be required to submit to the County, along with its qualifying documents under this chapter, employment profiles, Affidavits of Compliance, Reports and Union Statements from its subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the contract period will apply equally to all subcontractors.
- G. **Employment Goals for Minorities, Women and Persons with Disabilities:** No specific levels of utilization of minorities and women in the workforce of the Contractor shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices. Notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- H. **Affirmative Action Measures:** Contractor agrees to implement and/or maintain reasonable good faith efforts to comply with King County Code Chapter 12.16. The evaluation of a contractor's compliance with this chapter shall be based upon the contractor's effort to achieve maximum results from its affirmative action measures. The Contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:

- 1. **Policy Dissemination:** Internal and external dissemination of the contractor's equal employment opportunity policy; posting of nondiscrimination policies and of the requirement of this chapter on bulletin boards clearly visible to all employees; notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other contract, subcontract, or understanding of the contractor's commitments under this chapter. Inclusion of the equal opportunity policy in advertising in the news media and elsewhere.
- 2. **Recruiting:** Adopt and implement recruitment procedures designed to increase the representation of women, minorities and persons with disabilities in the pool of applicants for employment: including, but not limited to establishing and

EXHIBIT VII
2002 Attorney Position Salary Report

Employee Name	Hire Date Mo/Dy/Yr	Case Category Assigned	FTE Status	Atty. Pay Plan as of 12/31/01 Level/Step	Atty. Pay Plan as of 12/31/02 Level/Step	Supervisor (Y/N)	2001 Salary	2002* Planned Salary	2002 Salary Y-T-D

*To be completed before January 15, 2002.

NOTE: If an employee is assigned to more than one case category, show percent allocated to each case category under FTE status, for example:

<u>EMPLOYEE NAME</u>	<u>CASE CATEGORY ASSIGNED</u>	<u>FTE STATUS</u>
Joe Attorney	Felony	.20
	Seattle Misdemeanor	.65
	King County Misdemeanor	.15



EXHIBIT VIII
504/ADA ASSURANCE OF COMPLIANCE

Instructions

1. This questionnaire will help evaluate your organization or firm's services and activities to ensure they are accessible to people with disabilities. Complete the 504/ADA Self-Evaluation Questionnaire and keep it on file at your office. Do not return it with your contract.
2. If your organization or firm is out of compliance with any of the 504/ADA requirements, complete a Corrective Action Plan form. Indicate the corrective actions that will be taken to achieve compliance and the date these actions will be completed. Please keep your Corrective Action Plan on file in your office for use during on-site reviews. You will be notified by King County's Office of Civil Rights Enforcement (OCRE) at least one week in advance of any scheduled review.
3. Sign the 504/ADA Disability Assurance of Compliance, make copies for your files, and send the original back with your contract. This form may be used as an exhibit for other King County contracts for two years from the date the form is completed.
4. Note that the "Quick Look" Barriers Checklist only pertains to the main office of a construction company, not the construction sites. Firms that provide services outside their office do not need to write a Corrective Action Plan for physical accessibility as long as these services are provided in an accessible location for people with disabilities who cannot access the office. However, physical access must be reviewed in light of hiring an individual with a disability or accommodating a present employee who becomes disabled.
5. If you have questions regarding this process, or if you require the 504/ADA Self-Evaluation Questionnaire and Corrective Action Plan in an alternate format, please contact King County's 504/ADA Disability Compliance Specialist at 206-296-7592 (voice) or 206-296-7596 V/TTY, or by e-mail at < Civil-Rights.OCRE@metrokc.gov >.

D. 504/ADA General Information

Federal and State laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended (504), and The Americans with Disabilities Act of 1990 (ADA) require that King County and all organizations and firms contracting with King County, except those providing tangible goods, comply with the 504/ADA accessibility requirements.

504 and ADA define disability as anyone who has, has a history of, or is perceived as having a physical or mental impairment which substantially limits one or more major life activities. Disabilities include, but are not limited to: mobility, visual, hearing, or speech impairments; mental illness; epilepsy; learning disability; brain injury; HIV/AIDS; arthritis; cerebral palsy; developmental disability; multiple sclerosis; and alcohol and/or drug addiction.



DISABILITY RESOURCE LIST

Note: Inclusion in this resource list does not constitute endorsement by King County Government, nor does omission imply non-endorsement. Our goal is to provide you with information on some key resources available. Please contact us if you know of a useful resource missing from this list.

Governor's Committee on Disability Issues and Employment (GCDE)

Advises and informs the Governor, state and local governments, the business community, and the disability community on ADA and other issues related to disability policy. Spokane: 509-532-3149; Olympia: 360-438-3168.

Northwest Disability Business Technical Assistance Center (NWDBTAC)

Provides information, technical assistance, and training on the ADA. P.O. Box 9046, Olympia, WA 98507-9046; 360-438-3168 V M/S; 6000; 360-438-3167 TTY; 800-HELP-ADA; (800-435-7232) V/TTY 360-438-3208 Fax.

ADA Technical Assistance Hotline (U. S. Dept. of Justice)

Provides free technical assistance and informational materials to people with disabilities, businesses, state and local government agencies, and the general public to help them understand their rights and responsibilities under Titles II and III of the ADA. 800-466-4232 V/TTY.

<http://www.usdoj.gov/crt/ada/>

Job Accommodations Network (JAN)

An international toll-free consulting service that provides information about job accommodations and the employability of people with disabilities. JAN also provides information regarding the ADA. PO Box 6080, 918 Chestnut Ridge Road, Suite 1, Morgantown, West Virginia 26506-6080; JAN--ADA Information 800-526-7234 V/TTY; 800-ADA-WORK V/TTY; 800-232-9675 V/TTY; <http://janweb.icdi.wvu.edu/>

Emergency Procedures for Employees with Disabilities in Office Occupancies

This procedural guideline is published with funding

from the US Fire Administration and developed by the National Institute of Standards and Technology with assistance from the National Task Force on Life Safety and People with Disabilities. United States Fire Administration, 16825 South Seton Avenue, Emmitsburg, Maryland 21727.

AT&T Washington Telecommunications Relay Service (TRS) Washington Assistive Technology Alliance (WATA)

2901 3rd Avenue, Suite 300, Seattle, Washington 98121-1049; Relay Services: 800-833-6388 TTY; 800-833-6384 Voice.

Telecommunications Access Service (TAS), Washington State TTY Loan Program, Department of Social and Health Services [DSHS]

While primarily a source of loaned TTYs for qualified state residents on a sliding fee scale, used and reconditioned TTYs are given, free of charge, to non-profit organizations on a first come, first served basis. PO Box 45301, OB-42; Olympia, Washington 98504-5301; 800-422-7941 TTY; 800-422-7930 Voice.

Producing Materials in Alternative Formats

Agency guide provides information on producing materials in large print, on audio tape or computer disk, and Braille. Governor's Committee on Disability Issues and Employment, PO Box 9046, MS 6000, Olympia, WA 98507-9046.

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King County Office of Civil Rights Enforcement
Disability Compliance Specialist, King County Courthouse, 516 Third Avenue, Room E-224, Seattle, WA 98104-2321; 206-296-7592 V, 206-296-7596 V/TTY; 206-296-4329 Fax; e-mail: Civil-Rights.OCRE@metrokc.gov

504/ADA SELF-EVALUATION QUESTIONNAIRE

General Requirements

Please check the boxes with the appropriate answers. If necessary, attach additional pages of explanation. **If you have fewer than 15 employees, please skip the first section and start with "Program Access."**

	YES	NO	N/A
Do you have a 504/ADA coordinator? If so, who?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name _____ Title _____ Phone _____

Do you have an internal grievance procedure that incorporates due process standards and allows for quick and prompt solutions for any complaints based on alleged noncompliance with 504/ADA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Do you have a policy that provides for notifying participants, beneficiaries, applicants, employees (including those with vision and hearing disabilities), unions, and professional organizations holding collective bargaining or professional agreements that you do not discriminate on the basis of disability?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Have you notified these individuals of your nondiscrimination policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	--------------------------

Do you provide ongoing staff training to ensure that staff fully understand your policy of nondiscrimination on the basis of disability and can take all appropriate steps to facilitate the participation of individuals with disabilities in agency programs and activities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Program Access

Do you notify the public and other interested parties that agency meetings, board of director meetings, hearings, conferences, public appearances by elected officials, and interviews will be held in accessible locations and that auxiliary aids (sign language interpreters, readers) will be provided, upon request, to participants with disabilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Do you have a Teletypewriter (TTY), or do you use the Washington Telecommunications Relay Service to facilitate communication with individuals who use TTYs for communication purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Do you provide ongoing training to familiarize appropriate staff with the operation of the TTY and other effective means of communicating over the telephone with people with disabilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Program Access (cont'd.)

	YES	NO	N/A
Do you make available, upon request, written material in alternate formats for people who have vision disabilities? Examples include, but are not limited to, Braille, audiocassette tapes, and large print.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are printed posters, announcements, and printed materials, including graphics, clearly legible and placed in physically accessible locations where small print can be read from a wheelchair?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If you have a mailing list for the purposes of information dissemination, does it include different disability groups?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are your TTY number and procedures for accessing your services printed on all material distributed to the public?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you have a policy and procedure for safely evacuating people with disabilities from your facility(s) during an emergency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Employment and Reasonable Accommodation

When gathering affirmative action data regarding disabilities, do you make it clear that: (1) the information requested is intended for use solely in connection with reporting requirements; (2) the information is voluntary; (3) the information will be kept confidential; and (4) refusal to provide or providing the information will not subject the applicant or employee to any adverse treatment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you make pre-employment inquiries or conduct pre-employment medical examinations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If so, is the inquiry related to the applicant's ability to perform the job?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you condition offers of employment on the results of these examinations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you require this examination for all employees in the same job classification?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are all applicants in the same job classification asked the same medical and/or interview questions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
504/ADA requires that information obtained concerning the medical condition or history of an applicant must be kept separate from personnel records and may be shared in only three ways: (1) supervisors and managers may be informed of restrictions on the work or duties of individuals with disabilities and informed of necessary accommodation(s); (2) first aid and safety personnel may be informed if the condition might require emergency			

Employment and Reasonable Accommodation (cont'd.)

	YES	NO	N/A
treatment; and (3) government officials investigating compliance with 504/ADA shall be provided with relevant information upon request. Do you have a written policy stating the above?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
During the application, interviewing, hiring, and employment process, do you provide reasonable accommodations to applicants and employees with disabilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Physical Accessibility

Complete the "Quick Look" Barriers Checklist and then answer the following questions:

Is the building(s) where your business is located barrier-free?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If you checked no to any of the items on the checklist, would these areas prevent an individual with a disability from accessing your program(s) or service(s)? If yes, describe on the Corrective Action Plan what steps will be taken to eliminate the barrier(s). If there are extenuating circumstances which would make barrier removal a financial or administrative burden, please explain in the Corrective Action Plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

This 504/ADA Self-Evaluation Questionnaire was completed by:

Signature

Date

Phone Number

“QUICK LOOK” BARRIERS CHECKLIST

This checklist is designed to give a quick appraisal of potential problem areas for accessibility. For detailed review standards, refer to the Washington State Administrative Code (WAC) 51-40-1100, Chapter 11—Accessibility.

	YES	NO	N/A
Building Access			
Are 96” wide parking spaces designated with a 60” access aisle?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are parking spaces near main building entrance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is there a “drop off” zone at building entrance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the gradient from parking to building entrance 1:12 or less?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the entrance doorway at least 32 inches wide?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the door handle easy to grasp?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the door easy to open (less than 8 lbs. pressure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are other than revolving doors available?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Building Corridors			
Is path of travel free of obstruction and at least 36 inches wide for an individual who uses a wheelchair?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is floor surface hard and not slippery?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do obstacles (phones, fountains) protrude no more than four inches?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are elevator controls low enough (48”) to be reached from a wheelchair?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are elevator markings in Braille?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does elevator provide audible signals for the blind?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does elevator interior provide a turning area of 51” for wheelchairs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Restrooms			
Are restrooms near building entrance/personnel office?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do doors have lever handles?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are restroom entrance doors at least 32” wide?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is restroom large enough for wheelchair turnaround (51” minimum)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are stall doors at least 32” wide?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are grab bars provided in toilet stalls?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are sinks at least 30” high with room for a wheelchair to roll under?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are sink handles easily reached and used?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are soap dispensers and towels, no more than 48” from the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Personnel Office			
Are doors at least 32” wide?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the door easy to open?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the threshold no more than 1/2” high?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the path of travel between furniture wide enough for wheelchairs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

504/ADA DISABILITY ASSURANCE OF COMPLIANCE

Complying with Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990, two federal laws which prohibit discrimination against qualified people with disabilities.

I understand that federal and state laws prohibit discrimination in public accommodation and employment based solely on disability. In addition, I recognize that Section 504 requires recipients of federal funds (either directly or through contracting with a governmental entity receiving federal funds) to make their programs, services, and activities, when viewed in their entirety, accessible to qualified and/or eligible people with disabilities. I agree to comply with, and to require that all subcontractors comply with, the 504/ADA requirements. I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden.

I agree to cooperate in any compliance review and to provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein to King County for reviewing compliance with Section 504 and ADA requirements.

I agree that any violation of the specific provisions and terms of the 504/ADA Disability Assurance of Compliance and/or Corrective Action Plan required herein and Section 504 and the ADA, shall be deemed a breach of a material provision of the Contract between the County and the Contractor. Such a breach shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Contract by the County.

	YES	NO
According to the responses to the questions in the 504/ADA Self-Evaluation Questionnaire, (company name) _____ is in compliance with 504/ADA.	<input type="checkbox"/>	<input type="checkbox"/>

If the above response is no, the following corrective actions will be taken:

Corrective Action Plan

The following Corrective Action Plan is submitted to comply with Section 504 and ADA requirements.

E. General Requirements

Actions To Be Taken

Completion Date

_____	_____
_____	_____
_____	_____
_____	_____

(continued on next page)

EXHIBIT IX

2002 Approved Annual Budget