



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 29, 2003

Motion 11778

Proposed No. 2003-0367.1

Sponsors von Reichbauer

1 A MOTION authorizing the county executive to enter into
2 an agreement with United Way of King County to provide
3 administrative services for the 2003 King County employee
4 charitable campaign.

5
6
7 WHEREAS, K.C.C. chapter 3.36 establishes one combined annual campaign for
8 charitable contributions from county employees, and

9 WHEREAS, K.C.C. chapter 3.36 provides for the selection of a campaign
10 administrator who shall be responsible for the administration of the campaign, under the
11 general oversight of the employee charitable campaign committee, and

12 WHEREAS, K.C.C. chapter 3.36 directs any contact with any entity to administer
13 and/or manage the King County employee charitable campaign is to be approved by
14 motion of the King County council before its execution by the county executive, and

15 WHEREAS, an agreement has been prepared under which United Way of King
16 County will provide certain staff and other administrative services to the county, and

17 WHEREAS, the employee charitable campaign committee has recommended that
18 the county enter into an agreement with United Way of King County to provide certain
19 administrative services during the 2003 King County Employee charitable campaign to
20 be reimbursed from the proceeds of the employee contributions as stipulated in K.C.C.
21 3.36.030;

22 NOW, THEREFORE, BE IT MOVED by the Council of King County:

23 The King County executive is authorized to execute an agreement with United
24 Way of King County, substantially in the form attached to this motion, for the purpose of

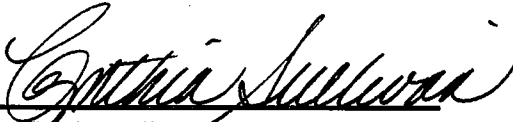
Motion 11778

25 providing staff and other administrative services to the employee charitable campaign
26 Committee for 2003.
27

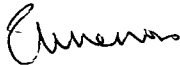
Motion 11778 was introduced on 7/28/2003 and passed by the Metropolitan King County Council on 7/28/2003, by the following vote:

Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons and Ms. Patterson
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Contract for Miscellaneous Services

11778

2003-367

Attachment A

CONTRACT FOR MISCELLANEOUS SERVICES

THIS CONTRACT is entered into by **King County** (hereinafter referred to as the "**County**") as represented by the Employee Committee on Charitable Contributions (hereinafter referred to as the "**ECCC**") established pursuant to County Ordinance No. 8575, as amended, and K.C.C. Chapter 3.36, and **United Way of King County** (hereinafter referred to as "**United Way of King County**" or "**Contractor**") located at: 107 Cherry Street, Seattle, Washington, 98104-2266.

WHEREAS, County Ordinance No. 8575, as amended, and K.C.C. Chapter 3.36 establishes one combined annual campaign for charitable contributions from County employees; and

WHEREAS, County Ordinance No. 8575, as amended, and K.C.C. Chapter 3.36 provides for the selection of a Campaign Administrator who shall be responsible for the details of the campaign operation under the general oversight of the ECCC; and

WHEREAS, the ECCC has designated a committee member to serve as the Campaign Manager, and

WHEREAS, the former Metropolitan Employee Combined Community Campaign Committee voted on March 17, 1994 to consolidate with the King County Employee Charitable Campaign, and

WHEREAS, the County desires to contract with United Way to serve as the Campaign Administrator for the Employee Charitable Campaign contribution campaign and to provide certain staff and administrative services, beginning June 1, 2003 and ending March 31, 2004.

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:

I. SCOPE OF SERVICES

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

<input type="checkbox"/>	<u>Scope of Services</u>	Attached hereto as Exhibit	<u>A</u>
<input type="checkbox"/>	<u>Personnel Inventory Report (K.C.C. 12.16)</u>	Attached hereto as Exhibit	<u>B</u>
<input type="checkbox"/>	<u>Affidavit of Compliance (K.C.C. 12.16)</u>	Attached hereto as Exhibit	<u>C</u>
<input type="checkbox"/>	<u>Disability Assurance of Compliance/Section 504</u>	Attached hereto as Exhibit	<u>D</u>

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<input type="checkbox"/>	Statement of Compliance – Union or Employee Agency Statement (K.C.C 12.16)	Attached hereto as Exhibit	E
<input type="checkbox"/>	Certificate(s) of Insurance and Policy Endorsement	Attached hereto as Exhibit	F

II. DURATION OF CONTRACT

This Contract shall commence on the 1st day of June, 2003, and shall terminate on the 31st day of March, ~~2004~~, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

III. COMPENSATION AND METHOD OF PAYMENT

The Contractor shall be compensated for costs incurred in accordance with Exhibit A.

IV. TERMINATION

A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will 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 Contractor shall be released from any obligation to provide further services pursuant to the Contract.

B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or services required pursuant to this Contract, 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 IV (B) (1), the Contractor 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 Contractor, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Contractor, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will 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 Contractor shall be released from any obligation to provide further services pursuant to the Contract.

Funding 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

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this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. 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.

V. MAINTENANCE OF RECORDS

- A. The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. Except as otherwise provided herein, all records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Contractor shall provide access to its facilities, including those of any sub-contractor, 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.
- D. The Contractor agrees to cooperate with the County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Contractor received a total of \$300,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Contractors receiving federal funds from more than one County department or division shall be responsible for determining if the combined financial assistance is equal to or greater than \$300,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year.

VI. CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor 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 will apply:

- A. The County will notify the Contractor in writing of the nature of the breach;

- B. The Contractor 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. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor'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 will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor'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 IV.B;
- E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor 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 IV, Subsections A, B, C, and D.

VII. ASSIGNMENT/SUBCONTRACTING

- A. The Contractor 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 must be sought in writing by the Contractor not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a Sub-contractor or between Sub-contractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

VIII. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor 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 Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work,

services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

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

- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their 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 Contractor, its officers, employees, and/or agents. The Contractor 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 Contractor, 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 attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any 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.

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

IX. INSURANCE REQUIREMENTS

- A. By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, including products-completed operations which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representative, employees, and/or sub-contractors. The cost of such insurance shall be paid by the Contractor or sub-contractor. The Contractor may furnish separate certificates of insurance and policy endorsements from each sub-contractor as evidence of compliance with the insurance requirements of this Contract.

For All Coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor 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 completion of the work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this contract. The Contractor 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, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

B. Minimum Scope Of Insurance

Coverage shall be at least as broad as:

1. General Liability:

Insurance Services Office form number (CG 00 01 Ed. 11-88) 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.

3. Automobile Liability:

Insurance Services Office form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

4. Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.

5. Employers Liability or "Stop-Gap":

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 Contractor shall maintain limits no less than, for:

1. General Liability: \$ 1,000,000 combined single limit per occurrence for 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: \$ N/A *See Certificate*
3. Automobile Liability: \$ 1,000,000 combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation: Statutory requirements of the State of residency.
5. Employers' Liability or "Stop Gap" coverage: \$ 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 limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

E. Other Insurance Provisions

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

1. Liability Policy(s) (Except Workers Compensation and Professional):
 - 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 Contractor in connection with this Contract.
 - b. The Contractor'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 officers, officials, employees or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
 - c. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. All Policies:
 - a. 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 forty-five (45) calendar days prior written notice, has been given to the County.

F. Acceptability of Insurers

Unless otherwise accepted by the County:

Insurance coverage 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 coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

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

G. Verification of Coverage

The Contractor shall furnish the County with certificates of insurance and endorsements required by this 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 and are to be received and approved by the County prior to the commencement of activities associated with the Contract. The County reserves the rights to require complete, certified copies of all required insurance policies at any time.

H. Sub-contractors

The Contractor shall include all sub-contractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements from each sub-contractor. Insurance coverages provided by sub-contractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

X. CONFLICT OF INTEREST

King County Code 3.04.120 requires that anyone entering into a contract with a value of more than \$2,500 must file a disclosure statement with the Board of Ethics and the King County Executive. The selected Contractor agrees to the conditions of King County Code 3.04.120 and shall provide a Contractor Disclosure Form. King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter.

XI. PART 1 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Nondiscrimination in Employment and Provision of Services. During the performance of this Contract, neither the Contractor 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

Code Chapter 12.16 and 12.17 is 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 Contractor 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 Contractor 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 Contractor 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, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, the American with Disabilities Act and the Restoration Act of 1987. The Contractor 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 Enterprises Opportunities - King County encourages the Contractor to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises ("M/WBEs") in County contracts. The County encourages the Contractor 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 encourages 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. OMWBE may be reached at (360) 753-9693.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.

2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 3. Utilizing the services of available community organizations, Contractor groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
- E. Equal Employment Opportunity. The Contractor will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
- F. Fair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Contractor 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 therefore, which indicates any discrimination unless based upon a bona fide occupational qualification;
 4. Employment agency to discriminate 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 that 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 12.18.030.C., 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;
 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 employees speak only 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.
- H. Record-Keeping Requirements and Site Visits. The Contractor shall maintain, for at least 12 months 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 Contractor 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 or records relating to the use of Disadvantaged Business Enterprises (DBEs).

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

- I. 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 Contractor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

XI. PART 2 - REQUIRED SUBMITTALS

- A. Required Submittals Prior to Contract Execution. All Contractors entering into a contract or agreement with King County valued at \$25,000 or more shall, within ten days after the bidder receives written notice of selection, submit the following:
 1. A Personnel Inventory Report on the form provided by the County.
 2. An Affidavit and Certificate of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
 3. A 504/ADA Disability Assurance of Compliance on the form provided by the County.
 4. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 is available by contacting the King County Office of Regional Policy & Planning at the address below. Please include the contract number in all correspondence.

Office of Regional Policy & Planning
 Business Development & Contract Compliance Section
 516 Third Avenue, Mail Stop: EXC-EX-0402
 Seattle, WA 98104-1598
 Phone: (206) 684-1330

The County will not execute any agreement or contract without prior receipt of fully executed forms listed in paragraph A above.

XI. PART 3 – COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICAN WITH DISABILITIES ACT OF 1990

The Contractor has complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Contractor (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 Contractor shall completed a 504/ADA Disability Assurance of Compliance and it is attached as an exhibit to this Contract and is incorporated herein by reference.

XII. 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 foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

XIII. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

In accordance with King County Code 10.16, Contractors are required to use recycled and recyclable products, and both sides of paper sheets for printed and photocopied materials, whenever practicable, in fulfilling contractual obligations to the County.

XIV. 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.

XV. PUBLIC DISCLOSURE OF CONTRACTS

This Contract shall be considered a public document and will be available for inspection and copying by the public.

If the Contractor considers any portion of the items delivered to King County to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Contractor of the request and allow the Contractor and allow the Contractor twenty (20) days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of the Proposal deemed subject to disclosure. By submitting a Contract, the Contractor assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure. Contractor's failure to specifically identify items as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET" will not diminish Contractor's proprietary rights in its trade secrets and other confidential information identified in this Contract (including all Attachments and Exhibits), or otherwise identified, as trade secrets and/or confidential information; provided, if Contractor fails to specifically label protected items, King County will not be liable to Contractor for inadvertently releasing such items pursuant to a disclosure request.

XVI. NOTICES

Whenever this Contract provides for notice to be provided by one party to another such notice shall be in writing.

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

King County

Contractor

Name (Please type or print)

United Way of King County
Name (Please type or print)

Address

107 Cherry St.
Address

City, State, Zipcode

Seattle, WA 98104
City, State, Zipcode

()

(206) 461-3700
Telephone number

Telephone number

XVII. 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.

COUNTY:

CONTRACTOR:

Signature - King County Executive

Signature

Date

Jon Fine
Name (Please type or print)

CEO
Title (Please type or print)

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

7/21/03
Date

EXHIBIT A

OBLIGATIONS OF THE PARTIES**A. United Way of King County**

United Way of King County shall serve as Campaign Administrator for the King County Employee Charitable Campaign, shall serve as philanthropic consultants to the ECCC in the ECCC's efforts to plan, prepare, conduct and complete the County Employee Charitable Campaign, and shall assist the ECCC with the details of the campaign operation under the general oversight of the ECCC's Campaign Manager and the ECCC. The duties of the Administrator shall include the following:

1. Assist the ECCC and Campaign manager in formulating, coordinating, and implementing campaign plans, strategy, and schedule as well as planning special events, including objectives and timelines. This includes providing fundraising advice, consultation, guidance, and ideas. The strategy includes developing strategies to reach all employees in all departments and offices through group meetings or one-on-one contact.
2. Provide a committee staff support person to support and assist the committee to:
 - Carry out Committee directives such as contracting with people, preparing and distributing information;
 - Receive and handle all telephone calls, mail, and personal inquiries on behalf of the ECCC;
 - Arrange for meeting space and resources;
 - Attend meetings and record official minutes;
 - Prepare and email meeting agendas;
 - Prepare and e-mail minutes to committee members for review;
 - Maintain the committee's official files;
 - Prepare and type all correspondence, reports, proposed legislation, applications for participation, etc., with King County Employee Charitable Campaign letterhead;
 - Prepare, mail out, and handle applications for charities participation. Check for completeness and give to ECCC for its review;

- Process bills for payment. Track costs against annual budget and present detailed monthly financial reports to the ECCC;
 - Provide monthly supply reports to the committee;
 - Assist in coordinator recruitment and training;
 - Distribution and collection of pledge forms;
 - Develop and put up visual campaign displays;
 - Coordinate payroll deduction process with finance department at the direction of the ECCC;
 - Prepare and distribute all campaign awards, certificates and plaques;
 - Provide clerical support and telephone coverage (including cellular phones) for County Loaned Executives during Campaign.
3. Assist Campaign Manager in soliciting department coordinators and obtaining support of department directors.
 4. Recruit, train, manage, supervise and evaluate four loaned executives, loaned from the King County work force, to assist department coordinators and conduct employee briefing sessions. United Way of King County will be donating the use of two loaned executives and one loaned executive assistant in 2003. Abide by the rules, as set forth by King County, to separately train loaned executives from King County with county-specific information only.
 5. Provide United Way of King County measurement models and goals for the ECCC to assess for usage.
 6. Provide training to coordinators designated by each department, in accordance with the guidelines set forth by the ECCC, to orient them to campaign goals, policies, and procedures, as well as to facilitate the distribution of materials, scheduling of presentations, and collection of pledge forms connected with the campaign.
 7. In coordination with ECCC and charities, and under the direction of the Campaign Manager, design, develop, coordinate, and distribute materials, including but not limited to campaign posters and notices of special events, for effective education, solicitation, collections and training.
 8. Design, develop, and distribute to County employees (approximately 13,167), one copy each of an ECCC-approved consolidated campaigns catalog listing all charitable organizations.

9. Distribute approximately 13,167 pre-printed pledge forms in a form approved by the ECCC and distribute pledge forms to County department coordinators.
10. Coordinate presentations and agency tours for King County employees by trained ECCC-approved agency speakers during the designated campaign period. The schedule shall be approved by the Campaign Manager and subject to the approval of department directors and of any independent elected officials whose offices are involved. All presentations will be unbiased and give equal exposure to all participating charities.
11. Plan, including detailed timelines, and implement special events under the direction of the committee, which are the Kick-off event, Awards Ceremony and similar activities.
12. Every week during the campaign collect campaign reports and pledge forms from department coordinators, verify accuracy of numbers, and enter data into data processing system. Provide reports by department to the campaign steering committee weekly. In December, produce data source for payroll use and transmit same to respective Metro/King County payroll departments for payroll deduction. Metro/King County shall then transmit designated contributions to the charities. All such information is confidential and United Way of King County will allow it to be seen or accessed only by necessary accounting and data entry personnel and no payroll information shall be retained or used by United Way of King County or provided to any third party. Provide controls and audit trail to tabulate campaign receipts, route checks, vouchers, and invoices, and ensure accuracy of all pledge and report forms. Regularly review financial activity with ECCC's finance committee and Campaign Manager.
13. Forward all checks made out to charitable agencies, federations or their members directly to the recipient within 15 working days of receipt by United Way of King County's accounting department.
14. Assist the ECCC to prepare a final report of the campaign year and collect feedback from volunteers, charities and committee members on the conduct, strengths, and weaknesses of the campaign. The report shall include recommendations to the ECCC on approaches for future campaigns.
15. Conduct all its activities under this contract in a neutral manner, without exhibiting any preference or favoritism on behalf of its own, or any other participating federation or charitable organization.
16. United Way of King County will not be responsible for the fiduciary functions of routing and delivery of payroll deduction proceeds. Access to contributor forms and summary report sheets shall be confidential and limited to data processing personnel assisting in processing these documents.

B. King County

The County's primary role in each annual campaign shall be to permit the Campaign Administrator (United Way of King County) to conduct its activities in accordance with County Ordinance No. 8575, as amended, and K.C.C. Chapter 3.36 and as regulated by the ECCC, and to facilitate County employees in making any charitable contributions they wish to make as a result of each annual campaign. To this end, the County shall:

1. Recruit one senior manager and one elected official who shall serve as the County's Campaign Co-chairs for the Employee annual Charitable Contributions Campaign. The Co-chairs will be responsible for seeking support and endorsement from department heads, elected officials and other King County personnel.
2. Appoint a County Campaign Manager from the ECCC who, with the assistance of United Way of King County, will oversee, review or approve the following activities:
 - a. Contact with all Executive Departments and other branches and departments of County Government to notify them of the schedule and plans for the campaign and encourage the appointment of departmental coordinators to coordinate activities with the Campaign Administrator (United Way of King County).
 - b. Direct the implementation of training activities in accordance with the guidelines set forth by the ECCC.
 - c. Work with the Campaign Administrator to develop a schedule for presentations to all participating departments.
 - d. Request representatives of labor unions, where appropriate, to be actively included in the presentations and to endorse the campaign to their members.
 - e. Direct the implementation of publicity activities in accordance with the guidelines set forth by the ECCC.
 - f. Direct the implementation of other campaign activities in accordance with the guidelines set forth by the ECCC.
3. Set the campaign budget, theme, goals and schedules.
4. Define campaign rules.
5. Set criteria for eligibility of charitable organizations for the campaign.
6. Solicit, screen, and approve charitable organizations for eligibility in the campaign.

5. Encourage all County employees to attend one of the charitable campaign presentations conducted within the time allotment established by rules developed by the ECCC.
7. Hear complaints and decide appeals related to the campaign.
8. Recommend changes to the King County Ordinance governing the campaign.
9. Provide pre-printed employee's pledge forms, after such pledge forms meet ECCC specifications.
10. Provide to United Way of King County for catalog/listing a list of participating agencies, federations and their members along with required catalog information by May 15, 2003.
11. Conduct final campaign evaluation and prepare report after conducting debriefings with coordinators, loaned executives, and participating charities.
12. Approve all proposed expenditures. Review and approve detailed monthly expenditure reports provided by Campaign Administrator.
13. Provide input to the assignment and performance evaluations of persons assigned by the Campaign Administrator to support the campaign.
14. Reimburse to United Way of King County approved campaign expenses incurred and itemized no later than March 15, 2004, or 30 days after receipt of summary report of actual costs and other supporting documentation requested by the ECCC.
15. Decide all other policy issues.

C. 2003 Campaign Budget

THE FOLLOWING BUDGET REFLECTS United Way of King County's estimate of costs that will be incurred on behalf of the King County Charitable Campaign for 2003. The United Way of King County agrees to provide the County with a detailed report of actual costs incurred on a monthly basis and a summary report by March 15, 2004. The United Way of King County agrees to provide the County with other supporting documentation as requested by the ECCC within 15 days of the date of request. The United Way of King County also agrees not to exceed the proposed budget total by more than 10 percent or to exceed any line item by 25 percent without prior approval documented by the ECCC.

United Way of King County does not make a profit on services provided to the Charitable Campaign. No percentage is added to costs to bring extra dollars to United Way.

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United Way of King County requests only reimbursement for actual costs for professional, clerical, audit and data processing personnel time spent on County Campaign assignments, as well as any supplies, printing and office costs incurred on the County Campaign's behalf.

Any materials purchased or any printing costs would be paid directly by the County, or reimbursed to United Way for actual expenses.

SEE ATTACHED BUDGET PROPOSAL FOR 2003

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King County Employees Charitable Campaign 2003 Proposed Budget

United Way of King County	Approved 2002	Actual 2002	Variance	2003 Proposed
Revenue				
Kick-off Sponsorship (MPCCU) Shirts	(3,000.00)	(3,000.00)	-	(3,000.00)
Crown Share Momentos (KCCU) mugs, pens, books	(3,000.00)	(3,000.00)	-	(3,000.00)
Seattle Metro CU	(1,000.00)	(1,000.00)	-	(1,000.00)
Kick-off Sponsorship Pemco	(5,000.00)	(5,000.00)	-	(5,000.00)
	<u>(12,000.00)</u>	<u>(12,000.00)</u>	<u>-</u>	<u>(12,000.00)</u>
Professional Staff 5110000, 5210000	50,000.00	47,973.38	2,026.62	40,320.00
Accounting Services 5120000,5220000	7,600.00	9,500.00	(1,900.00)	9,500.00
Clerical Staff 7900000	3,500.00	4,375.00	(875.00)	4,400.00
Telephone 6500100,6500200,6500300	750.00	937.50	(187.50)	1,000.00
Duplicating 6400000	750.00	596.75	153.25	750.00
Postage 660200	150.00	69.99	80.01	100.00
Messenger 6700000	25.00	-	25.00	
Office Supplies 6300300	1,000.00	563.33	436.67	1,000.00
Staff Mileage, Parking, Other 850XXXX	700.00	630.07	69.93	700.00
Subtotal UWKC Operations	64,475.00	64,646.02	(171.02)	57,770.00
Program Supplies 6300100	15,000.00	14,562.99	437.01	15,000.00
Awards and Recognition 7600100	10,000.00	10,059.39	(59.39)	10,000.00
LE Supplies 6300300-142613107	300.00	353.56	(53.56)	300.00
LE Travel 7500100-142613107	200.00	241.27	(41.27)	200.00
Campaign Films 7300100	500.00	-	500.00	500.00
Publicity and Public Notice 7310000	300.00	285.00	15.00	300.00
Camp Kick-off 6100000	11,000.00	18,057.62	(7,057.62)	13,000.00
Camp Kick off Fees 4050000-142613132	(4,000.00)	(6,157.42)	2,157.42	(7,000.00)
Executive Breakfast	1,000.00	-	1,000.00	-
Award Ceremony	1,000.00	685.14	314.86	1,000.00
Committee Expense (photos, lunch, misc.)	500.00	175.78	324.22	250.00
Camp Coord Training (refreshments, printed materials)	1,500.00	250.00	1,250.00	250.00
LE Fund	100.00	-	100.00	100.00
Website	1,000.00	313.72	686.28	500.00
Subtotal Direct Campaign Exp	38,400.00	38,827.05	(427.05)	34,400.00
Total UWKC Expense	102,875.00	103,473.07	(598.07)	92,170.00
Net Expense UWKC	90,875.00	91,473.07	(598.07)	89,600.00
Expenses Provided by King County/KCECC				
Printed Materials (County Print Shop)	3,000.00	3,139.46	(139.46)	3,000.00
Coordinator Expense	1,500.00	1,888.29	(388.29)	1,800.00
ECC Direct Paid Expense	4,500.00	5,027.75	(527.75)	4,800.00
Expenses Provided by United Way of King County				
Team Assistant year around @ 50%	17,920.00	17,920.00		17,920.00
2 Loaned Executives @ \$12,500 each	25,000.00	25,000.00		25,000.00
1 Loaned Executive Assistant for 18 weeks @ \$15/hour	10,800.00	10,800.00		10,800.00
Office Space for LE's & LEA	987.00	987.00		987.00
Provided by UWKC	54,707.00	54,707.00		54,707.00
Grand Total	150,082.00	151,207.82	(1,125.82)	149,107.00

****The cost of a Campaign Administrator has been reduced.**



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Exhibit B - Personnel Inventory Report

Legal name of business United Way of King County Contract No: _____
 dba (if applicable) N/A Telephone No: _____
 Street address 107 Cherry Street City Seattle State WA Zip Code 98104
 Submitted by: John Mace Title Vice President, Human Resources Date 7-16-03
 Federal Tax Identification Number: 91-0565555

Do you have any employees? No ___ Yes Sole Owner/Operator No ___ Yes

If yes, list on the Employment Data Chart below the total number of employees for all businesses located within each location listed below. Indicate which locale (1,2,3) report covers. This report is for Payroll Period ending (Month/Day/Year): 6/15/03 and covers the following locale: (Check only one box)

1. Business located within King County 3. ___ Business located with U. S.
 2. ___ Businesses located within WA State 4. ___ Other (specify) _____

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: United Food And Commercial Workers Union, Local 1001 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	10	22	2	4	2	1		1					4	6		
Professional	12	17		4	2	6			1	2			3	12		
Technical	4	7		1	1								1	1		
Clerical	3	15	2	3		4		1		1			2	9		
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
Skilled Craft Total*																
Total	29	61	4	12	5	11		2	1	3			10	28		

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

Total number of employees reported above: 128 If no employees, write "0."

* There are ~~16~~ 7 open positions.

N/A

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SUPPLEMENTAL FORM

Use this section to show your skilled craft workforce.

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
Apprentice																
Subtotal*																

*Transfer subtotal to line to "Skilled Craft Total" on the front page. Contact the King County Procurement Services Section at (206) 684-1681 or the King County Business Development and Contract Compliance Section (206) 205-3442 if you have any questions concerning completion of this form.



H/A.
Exhibit C

11778

Affidavit and Certificate of Compliance
with King County Code Chapter 12.16, Discrimination and Affirmative Action
in Employment by Contractors, Subcontractors and Vendors

The undersigned, being first duly sworn, on oath states, s/he is authorized by the Contractor, and on the Contractor's behalf, affirms and certifies 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 ("Chapter") and this Affidavit. PROVIDED FURTHER, that in lieu of this 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 the 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 with the BD and Contract Compliance Section and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this Affidavit 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 the 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 EEO 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 public works 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 the Chapter, employment profiles, Affidavits and Certificates 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 the 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 the 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 the 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 maintaining a current list of minority, women and disabled recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, women and/or disabled readership.
 3. **Self-Assessment and Test Validation:** Review of all employment policies and procedures, including tests, recruitment, hiring and training practices and policies, performance evaluations, seniority policies and practices, job classifications and job

assignments to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and persons with disabilities and validate all tests and other selection requirements where there is an obligation to do so under state or federal law.

- 4. **Record Referrals:** Maintain a current file of applications of each minority, women and persons with disabilities who are applicants or referrals for employment indicating what action was taken with respect to each such individual and the reasons therefor. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.
- 5. **Notice to Unions:** Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors shall also notify the BD and Contract Compliance Section if labor unions fail to comply with the nondiscrimination or affirmative provisions
- 6. **Supervisors:** Ensure that all supervisory personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the contractor under King County Code Chapter 12.16. Such direction shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.
- 7. **Employee Training:** When reasonable, develop on-the-job training opportunities which expressly include minorities, women, and persons with disabilities and sponsor and/or utilize, training/educational opportunities for the advancement of women, minorities and persons with disabilities employed by the contractor, subject to acceptance by the county.
- 8. **Responsible Person:** Designate an employee who shall have the responsibility for implementation of the Contractor's affirmative action measures.
- 9. **Progress Reporting:** Prepare as part of the affirmative action plan an analysis and report on the progress made toward

eliminating the underrepresentation of minorities, women, and persons with disabilities in the contractor's workforce on an annual basis.

- I. During the performance of this Contract, neither the Contractor 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.
- J. Contractor agrees to provide reasonable access upon request to the premises of all places of business and employment, relative to work undertaken in this Contract, and to records, files, information and employees in connection therewith, to the BD and Contract Compliance Section or agent for purposes of reviewing compliance with the provisions of this Affidavit and agrees to cooperate in any compliance review.
- K. Should the BD and Contract Compliance Section find, upon complaint investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this Affidavit, it shall notify the County and Contractor in writing of the finding fully describing the basis of non-compliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the Contractor and the County that the noncompliance has been resolved.
- L. The Contractor agrees that any violation of any term of this Affidavit, including reporting requirements, shall be deemed a violation of King County Code Chapter 12.16. Any such violation shall be further deemed a breach of a material provision of the Contract between the County and the Contractor. Such breach may be grounds for implementation of any sanctions provided for in the Chapter, including but not limited to, cancellation, termination or suspension, in whole or part, of the Contractor by the County, liquidated damages; or disqualification of the Contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

Contractor: United Way of King County 107 Cherry St Seattle WA 98104
Company Name Street/Address City State Zip

I have read and understood the foregoing, and am authorized on behalf of the Contractor to agree to the terms and conditions of this and Affidavit and Certificate of Compliance and therefore, execute the same.

Authorized Signer: Jon Fine CEO (206) 461-3728 Jon Fine
Name (type or print) Title Phone Signature

VALID ONLY IF NOTARIZED

SUBSCRIBED AND SWORN TO BEFOR ME THIS 21st DAY OF July, 2003.

Deven Munson
Deven Munson
 Notary Public in and of the state of Washington

Residing at: 107 Cherry St

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 accommodations 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 Section 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 or Section 504 or 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.

According to the responses to the questions in the 504/ADA Self-Evaluation Questionnaire, (company name) United Way of King County YES NO
_____ is in compliance with 504/ADA.

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.

General Requirements

Actions To Be Taken	Completion Date

Program Access

Actions To Be Taken	Completion Date

504/ADA DISABILITY ASSURANCE OF COMPLIANCE (continued)

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Employment and Reasonable Accommodation

Actions To Be Taken

Completion Date

Four horizontal lines for recording actions and completion dates.

Physical Accessibility

Actions To Be Taken

Completion Date

Four horizontal lines for recording physical accessibility actions and completion dates.

I Declare Under Penalty of Perjury under the Laws of the State of Washington that the Foregoing is True and Correct.

Signature of authorized signator: Jon Fine

Type or print name of authorized signator: Jon Fine, Title: CEO, Telephone: (206) 461-3728

For Notary:

State of Washington, County of KING

Signed and sworn before me on (date) July 21, 2003 by (print authorized signator name) Jon Fine

Notary signature: Gwen Munson

Notary (print name): Gwen Munson

My appointment expires: 9-02-03

Contractor: United Way of King County

Street Address: 107 Cherry St., City: Seattle, State: WA, Zip: 98104



Exhibit E ^{H/A}

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Statement of Compliance
Union or Employee Agency Statement

Name of Contractor United Way of King County Contract Number _____

Please complete Part A. or Part B. below:

A. I certify that the contractor is not signatory to any collective bargaining agreement and is a non-union shop.

AUTHORIZED COMPANY REPRESENTATIVE (Please print) TITLE

SIGNATURE OF PERSON NAMED ABOVE DATE

If the contractor is not signatory to a collective bargaining agreement and is a non-union shop, stop here.

B. I certify that the contractor is signatory to a collective bargaining agreement

Jon Fine CEO

AUTHORIZED COMPANY REPRESENTATIVE (Please print) TITLE

Jon Fine 7/21/03

SIGNATURE OF PERSON NAMED ABOVE DATE

Please list all unions with which the contractor has a collective bargaining agreement.

- 1. DFCW 1001
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

If the contractor is signatory to a collective bargaining agreement, the contractor must obtain from each union with which it has such an agreement a completed Statement of Compliance. The Statement of Compliance form is provided on page 2 of this document. Provided below is a letter format which explains the requirements of King County Code, Chapter 12.16. Complete the address blocks below and forward to your union(s) or employee referral agency, with the Statement of Compliance form provide on page 2.

TO: _____ FROM: _____

RE: Compliance with King County Code Chapter 12.16, "Discrimination and Affirmative Action in Employment by Contractors, Subcontractors and Vendors".

King County Code Chapter 12.16 and the supporting Affidavit and Certificate of Compliance require that all public work contractors doing business with King County in an aggregate amount of \$10,000 or more per year and all other contractors doing business with King County in an aggregate amount of \$25,000 submit a statement of compliance from their union/employee referral agency to the King County Business Development & Contract Compliance Section.

The statement of compliance is to ensure that the union/employee referral agency is in compliance with Chapter 12.16 and does 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 sensory, mental or physical disability" in employment or referral for employment.

In an effort to comply with King County Code Chapter 12.16, page 2 provides a form for signature by any authorized officer of your union/employee referral agency. In the event that you refuse to sign this statement of compliance, our compliance report shall so certify, and shall set forth what efforts have been made to secure the signing of this agreement.

Your written response is required in this office on or before _____. Your cooperation in this matter is greatly appreciated.

AUTHORIZED SIGNER DATE

11778

2002 – 2005

AGREEMENT

by and between

UNITED WAY OF KING COUNTY

and

UFCW LOCAL 1001

Term

June 21, 2002 - June 30, 2005

Agreement
By and Between
UFCW LOCAL 1001
and
UNITED WAY OF KING COUNTY
2002 – 2005

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11778

AGREEMENT

By and Between

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL NO. 1001

and

UNITED WAY OF KING COUNTY

THIS AGREEMENT is made and entered into this 21st day of June, 2002, by and between UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 1001 (hereinafter referred to as the "Union"), and UNITED WAY OF KING COUNTY (hereinafter referred to as the "Company").

ARTICLE 1 - RECOGNITION, SCOPE AND INTENT

1.01 Recognition - The Company recognizes the Union as the exclusive representative of all employees specifically identified by wage classification and job titles in Article 6.01. Supervisors and confidential employees as defined by the Labor Management Relations Act of 1947, as amended, and all other employees not specifically identified by wage classification and job titles in Article 6.01 are excluded from this agreement.

1.02 Scope and Intent - It is understood that this Agreement subject to applicable law, expresses the complete understanding of the parties relative to the subject matter of this Agreement, and that there are no understandings or agreements, oral or otherwise, relative to rates of pay or other conditions of employment not fully expressed herein. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

1.03 It is the intent of the parties, in the mutual interest of the Company and the employees, to foster and preserve harmonious relations between the Company and the Union, and it is intended to achieve the highest level of employee performance and efficiency consistent with safety, good health and sustained effort. The Union and the Company agree that its agents and its members will not take, authorize or condone any action which interferes with the attainment of such objectives.

1.04 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by or subject to law from the area of the collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

ARTICLE 3 - DEFINITIONS

3.01 Regular Full-time Employees - A regular full-time employee shall be defined as an employee who has been employed on a full-time basis (38-3/4) hours per week, and who has completed six (6) months of continuous service with the Company.

3.02 Regular Part-time Employee - A regular part-time employee shall be defined as an employee who has been hired to work less than 38-3/4 hours per week.

3.03 Introductory Employees - An introductory employee shall be defined as an employee who has not completed six (6) months continuous service with the Agency. The termination or discipline of an introductory employee is not subject to Article 13 or 14 of this Agreement.

3.04 Temporary Employee - A temporary employee shall be defined as an employee whose services are retained through a temporary employment placement service, who performs bargaining unit work, whether retained for a specific assignment for a period not to exceed six (6) months or to replace a regular employee for a period not to exceed three (3) months. These temporary employees are not subject to the provisions of this Agreement.

Temporary employees who are paid directly by the United Way for services provided, and who perform bargaining unit work, except for those hired for specific short-term projects (usually during the fund-raising campaign) for a period not to exceed four (4) months, are subject to Article 2.01 of this Agreement.

The termination or discipline of a temporary employee is not subject to Article 13 or 14.

The Employer shall notify the Union upon the hiring of a temporary employee who will be performing Bargaining Unit work. Notification will include the Employee name, the position to which they are assigned and the expected duration of the assignment. The Union will also be notified when such employee terminates employment.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

4.01 The normal work week shall consist of thirty-eight and three-quarters (38-3/4) hours, Monday through Friday. The normal workday shall consist of seven and three-quarters (7-3/4) consecutive hours, excluding a meal period of not less than thirty minutes nor more than sixty minutes which shall be on the employee's time.

4.02 All assigned hours worked in excess of 38-3/4 per week and on Saturdays and Sundays shall be considered overtime and shall be paid at the rate of time and one-half (1-1/2) .

11778

5.04 Seniority shall be broken for the following reasons:

1. Discharge for just cause;
2. Voluntary quit;
3. Layoffs or approved leaves of absence of over six (6) months (retention of seniority for approved leaves of absence may be extended by the Company); or
4. Failure to return to work in accordance with the terms of an approved leave of absence or when recalled from layoff.

ARTICLE 6 - WAGE CLASSIFICATIONS AND JOB TITLES

6.01 Job titles and appropriate wage rates within the bargaining unit are set forth below. At all times, employees shall be compensated at the hourly pay rates listed herein, based on the appropriate step in their job classification. The employer may place new hires on any step within the appropriate job classification. The company may, but is not required to compensate employees at a rate in excess of Step 3 in any job classification.

Group 1 – General Clerks

Effective Date:	Step 1:	Step 2:	Step 3:
July 1, 2002	\$9.00	\$10.00	\$11.00
July 1, 2003 (3% increase)	9.27	10.30	11.33
July 1, 2004 (3% increase)	9.55	10.61	11.67

Group 2 – Mail/Duplicating Support Specialists, Communication Specialist

Effective Date:	Step 1:	Step 2:	Step 3:
July 1, 2002	\$11.00	\$11.76	\$12.30
July 1, 2003	11.33	12.11	12.67
July 1, 2004	11.67	12.47	13.05

The current employee in Group 2 shall be placed at Step 2 effective July 1, 2002 (a 3.5% increase). The overscale employee in Group 2 shall receive a 3.5% increase effective July 1, 2002. Group 2 employees shall receive a 3% increase effective July 1, 2003 and a 3% increase effective July 1, 2004.

Group 3 – Support Specialist

Effective Date:	Step 1:	Step 2:	Step 3:
July 1, 2002	\$10.50	\$12.00	\$13.00
July 1, 2003 (3% increase)	10.81	12.36	13.39
July 1, 2004 (3% increase)	11.13	12.73	13.79

receiving an extra day of vacation or an extra day's pay, providing he works his last scheduled workday prior to and his first scheduled workday following the vacation period.

ARTICLE 8 - VACATIONS

8.01 Regular full-time employees' vacations shall be based on their employment anniversary date.

8.02 Regular full-time employees shall become entitled to vacation with pay based on their length of continuous service with the Company as follows:

After one (1) year	Ten (10) working days
After four (4) years.....	Fifteen (15) working days
After ten (10) years	Twenty (20) working days

8.02.1 **Vacation Schedule Revision** - Effective January 1, 2003 regular full time employees shall accrue vacation leave on a monthly basis based on their hire date according to the following schedule:

In the first year of service:	Fifteen (15) working days
After one year of service:	Twenty (20) working days

8.03 An employee may accrue and carry forward into the next twelve (12) month period vacation equal to one and one-half (1-1/2) times his or her annual accrual.

8.04 Employees terminating after one (1) year's continuous service will be paid vacation pay for unused accrued vacation.

8.05 Regular part-time employees shall receive pro rata vacation benefits.

ARTICLE 9 - LEAVES OF ABSENCE

9.01 The Company's policies regarding funeral leave, jury duty leave, military leave, maternity leave, etc., shall apply to all employees covered under this Agreement.

9.02 **Sick Leave** - Such leave shall accumulate at the rate of one and one-half (1-1/2) days per month of employment. One-half day shall be accrued as Catastrophic Leave and one day shall be accrued as regular Sick Leave up to a maximum in either category of one hundred twenty (120) days.

9.03 Regular sick leave may be used only in bona fide cases of accident or illness (including maternity and paternity leave) of the employee or in cases requiring that the employee care for an ill parent, spouse, or child. The Company reserves the right to require reasonable

ARTICLE 12 - GENERAL PROVISIONS

12.01 There shall be two (2) fifteen (15) minute rest periods each day. The first rest period shall be taken between the hours of 9:00 a.m. and 10:30 a.m., and the second rest period shall be taken between 2:00 p.m. and 3:30 p.m. Rest period schedules shall be determined by the department supervisors.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

13.01 The Company shall be the sole judge as to the competency and qualifications of all employees, and shall have the right to discipline and discharge any employee for just cause.

13.02 Violations of work rules, instances of unacceptable behavior or misconduct, and continued poor performance will be subject to progressive discipline; that is penalties of increasing severity will be assessed each time an employee repeats an offense or fails to make required performance improvements. Exception: Progressive discipline is not necessary if grounds are physical attack on supervisors or co-workers; falsification of an employment application or work documents or records; theft; willful property damage; use or possession of alcohol or illegal drugs on the job, or possession of firearms on company property. These violations will result in immediate termination.

13.03 Progressive discipline consists of the following steps:

Step 1 - The first step shall consist of a formal oral warning through which the employee is informed by the supervisor that his or her performance, behavior or conduct is unsatisfactory, is not meeting the supervisor's expectations, or is not fulfilling the position requirements.

Step 2 - The second step shall consist of a formal written warning that the employee's conduct, performance, or behavior continues to be unsatisfactory. The supervisor shall schedule a meeting with the employee to present him or her with the written warning and to offer the employee an opportunity to seek further clarification, if necessary, about the supervisor's expectations and evaluation of the employee's performance deficiencies. The Company may at this step in the progressive discipline process suspend the employee without pay or impose other forms of discipline. The employee has the right to have an authorized Union representative present at the meeting.

Before scheduling the meeting, the supervisor shall obtain the approval of the Vice President of his or her Division for the contemplated course of action and shall schedule an advisory meeting with the Vice President of Human Resources. At the conclusion of the meeting, the employee shall sign the written warning signifying that

made in writing to the other party, within fifteen (15) calendar days after the parties have reached a deadlock. If the grievance is submitted to arbitration, the question to be arbitrated shall be reduced to writing, and an arbitrator shall be chosen by agreement of the parties. The impartial arbitrator will be selected from a panel of nine (9) names requested from the Federal Mediation and Conciliation Service by the following method: The Company and the Union will delete names from the list alternately; the last name remaining shall be the impartial arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Company and the Union. All other expenses shall be borne by the party which incurs them. The decision of the arbitrator, rendered in accordance with this Agreement, shall be final and binding on all parties.

The arbitrator shall not have jurisdiction or authority to: (a) add to, subtract from, modify or in any other way change the said terms of this agreement; (b) establish new wage rates, or change existing wage rates or rates for specific job classifications; (c) assume any responsibility of the Company or of the Union.

14.02 All time limits referred to in this Article may be extended by mutual consent.

14.03 The Company shall have the option of utilizing the procedures outlined in Step 3 and 4 of the foregoing in event of a complaint against the Union involving questions of interpretation or application of this Agreement.

14.04 The Union shall not be required to press employee grievances, if, in the Union's opinion such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decisions of Boards and arbitrators, the Union shall be the exclusive representative of the employee(s) involved.

ARTICLE 15 - RIGHTS AND OBLIGATIONS

15.01 **Management Functions** - Subject only to the specific provisions of this Agreement the operation of the Company's Office and the direction and control of its employees, including but not limited to the hiring, promoting, transferring, demoting, suspending, disciplining and discharging of employees, the establishment of methods and schedules of work, the determination of the competency of employees, the controlling of the use of all equipment and other property of the Company, the determination of the location of the facilities, and the continuation of any departments are the exclusive functions of management; provided, however, this shall not be construed as limiting the Union's rights under Article 14 - Grievance Procedure.

15.02 The Company shall have the right to make reasonable rules and regulations governing the conduct of employees not in conflict with the Agreement, and to require their observance.

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ADDENDUM

To the Agreement
By and Between


UFCW LOCAL 1001

and

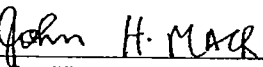
UNITED WAY OF KING COUNTY
(Re: Metro Bus Pass)

It is agreed that United Way of King County will participate in the Metro Bus Pass Program with a maximum Company contribution of 80% of the cost of the pass per month per participating employee, during the term of this Agreement.

SIGNED this 8th day November, 2002.

By 
Jon Fife
President and Chief Executive Officer

By 
David Schmitz
President

By 
John H. Mack, Vice President
Human Resources

11778

LETTER OF UNDERSTANDING

By and Between

UFCW LOCAL 1001

and

UNITED WAY OF KING COUNTY

Regarding Union Security Article 2.01

IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

The Employer shall, on a monthly basis, send a list (by electronic transmission when available) to the Union of those persons covered by this Agreement who were hired or terminated, or who are transferred into or out of the Bargaining Unit in the preceding month. This list shall include the name, address, telephone number, social security number, work location, hire date, wage rate, transfer date, and/or termination date. This list shall also include job classifications and FTE status changes of all employees covered under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8th day of November, 2002.

UNITED WAY OF KING COUNTY

UFCW LOCAL 1001

By Jon Fine
Jon Fine
President and Chief Executive Officer

By David Schmitz
David Schmitz
President

By John H. Mack
John H. Mack, Vice President
Human Resources

11778

LETTER OF UNDERSTANDING
BY AND BETWEEN
UFCW LOCAL 1001 AND UNITED WAY OF KING COUNTY (UNITED WAY)

Regarding the Variable Compensation Plan

IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. Effective upon the ratification of the new collective bargaining agreement, bargaining unit employees shall participate in United Way's Variable Compensation Plan. Variable Compensation will be paid as a lump sum based on the negotiated salary effective July 1, 2002. In subsequent years, if monies are allocated by the Board of Directors, it will be paid based on the salary in effect July 1st of that year.
2. To be eligible for participation, bargaining unit employees must fill out United Way's performance appraisal form. When the form is handed out to bargaining unit employees, it shall include an attached note which reads as follows: "Note to Union members: The second sentence of paragraph two on the performance appraisal form is superseded by union member's rights under your contract and the law, and does not waive those rights."
3. Bargaining unit employees who have been at United Way less than one year shall receive a performance appraisal (and if appropriate, any variable compensation payment) no later than six (6) months and three (3) weeks from hire date. For such employees, variable compensation shall be paid on a pro-rated basis.
4. Any bargaining unit employee who receives less than the annual variable compensation standard shall, at their request, meet with the Employer, with the Union present, to review and discuss the reason(s) for not receiving the standard.
5. The Union shall be provided annually with the total dollar amount allocated by the United Way Board for variable compensation.
6. The Union shall be provided a variable compensation distribution breakdown list of bargaining Unit employees within one month following the yearly distribution. The list shall include the number of employees who received the standard amount, the number who received above the standard, and the number who received below the standard. For each category (standard, above, and below) the total dollar amount and percentage amount of the total variable compensation pool shall be listed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 18th day of June, 2002.

United Way of King County

UFCW Local 1001

John H. Mack
John H. Mack, Vice President
Human Resources

David Schmitz
David Schmitz, President

11778

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MR
UNITE-1

DATE (MM/DD/YYYY)
07/08/03

PRODUCER Brunni-Colbath, Inc. 19102 North Creek Pkwy #118 Bothell WA 98011-8005 Phone: 425-485-9552 Fax: 425-483-5291	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED United Way Of King County 107 Cherry Street Seattle WA 98104-2223	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: American States Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: American States Insurance Co		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employers Liab - <input type="checkbox"/> WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	01CE8838174	01/06/03	01/06/04	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000								
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	01CE8838174	01/06/03	01/06/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	01SU2705374	01/06/03	01/06/04	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Certificate Holder, the county, its officers, officials, employees and agents are Additional Insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. The policy is Primary and Non-Contributory.

CERTIFICATE HOLDER

KINGCSI

King County Employee
 Charitable Campaign Committee
 Attn: Julie Sawyer KCCCC1200
 516 Third Avenue Room 1200
 Seattle WA 98104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

