



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 20, 2004

Motion 12003

Proposed No. 2004-0406.1

Sponsors von Reichbauer and Phillips

1 A MOTION authorizing the county executive to enter into
2 agreements with United Way of King County to provide
3 administrative services for the 2004 King County employee
4 charitable campaign and extending the agreement for the
5 2003 campaign.

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7

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

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

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

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

18 WHEREAS, the employee charitable campaign committee, after using a request
19 for proposals process, has recommended that the county enter into an agreement with
20 United Way of King County to provide certain administrative services during the 2004
21 King County Employee charitable campaign to be reimbursed from the proceeds of the
22 employee contributions as stipulated in K.C.C. 3.36.030, and

23 WHEREAS, the employee charitable campaign committee has also recommended
24 that the county extend its agreement with United Way of King County to provide certain
25 administrative services for the 2003 King County Employee charitable campaign, also to
26 be reimbursed from the proceeds of the employee contributions as stipulated in K.C.C.
27 3.36.030;

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

29 The King County executive is authorized to execute agreements with United Way
30 of King County, substantially in the form attached to this motion, for the purpose of

Motion 12003

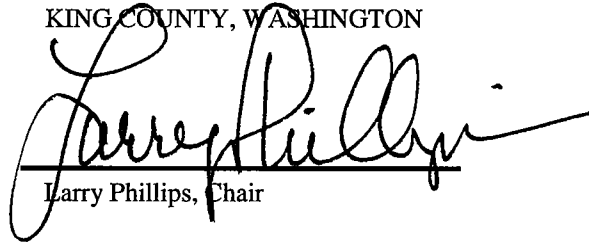
31 providing staff and other administrative services to the employee charitable campaign
32 committee for 2004 and extension of the agreement for 2003.

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Motion 12003 was introduced on 8/30/2004 and passed by the Metropolitan King County Council on 9/20/2004, by the following vote:

Yes: 12 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Pelz, Mr. McKenna, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Ms. Patterson and Mr. Constantine
No: 0
Excused: 1 - Mr. Irons

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Contract for Technical Services - 2004, B. Letter from United Way of King County to the King County Executive's Office Dated April 1, 2004

12003 ATTACHMENT A

Contract No.:	T02066T	Department:	King County Employee Charitable Campaign
Federal Taxpayer I.D.:	91-6001327	Consultant:	United Way of King County
Amount:	\$ 90,534	Fund Source:	Payroll Deductions
Duration:	May 1, 2004	To:	March 31, 2004
Services Provided:	King County Employee Charitable Campaign Administrator		

CONTRACT FOR TECHNICAL SERVICES - 2004

THIS CONTRACT is entered into by **KING COUNTY** (the "County"), and **UNITED WAY OF KING COUNTY** (the "Consultant"), whose address is 720 2nd Avenue, Seattle, WA, 98104. The County is undertaking certain activities related to the King County Employee Charitable Campaign, and

the County desires to engage the Consultant to render certain services in connection with such undertakings of the County,

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

- Project Specifications and Scope of Work Attached hereto as Exhibit .. A
- RFP No..... Attached hereto as Exhibit .. B
- Response to RFP Attached hereto as Exhibit .. C
- Consultant Disclosure Form (K.C.C. 3.04) Attached hereto as Exhibit .. D
- Personnel Inventory Report (K.C.C. 12.16) Attached hereto as Exhibit .. E
- Affidavit of Compliance (K.C.C. 12.16) Attached hereto as Exhibit .. F
- Domestic Partner Benefits Compliance Declaration..... Attached hereto as Exhibit .. G
- Disability Assurance of Compliance/Section 504 Attached hereto as Exhibit .. H
- Statement of Compliance (K.C.C 12.16) Attached hereto as Exhibit .. I
- Certificate(s) of Insurance and Policy Endorsement Attached hereto as Exhibit .. J

12003

II. DURATION OF CONTRACT

This Contract shall commence on the 1st day of May, 2004, and shall terminate on the 31st day of March, 2005 unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

III. COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the Consultant for satisfactory completion of the services and requirements specified in this Contract in an amount not to exceed \$101,873 (10% over proposed budget) payable in the manner described in Exhibit A.
- B. The Consultant shall submit its final invoice and such other documents as are required pursuant to this Contract within ten (10) calendar days of completion of the Scope of Services. Unless waived by the County in writing failure by the Consultant to submit the final invoice and required documents will relieve the County from any and all liability for payment to the Consultant for the amount set forth in such invoice or any subsequent invoice.
- C. If the Consultant fails to comply with any terms or conditions of this Contract or to provide in any manner the work or services agreed to herein, the County may withhold any payment due the Consultant until the County is satisfied that corrective action, as specified by the County, has been completed. This right is in addition to and not in lieu of the County's right to terminate this Contract as provided in Section IV below.

IV. TERMINATION

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the

Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant 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 Consultant, 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 Consultant 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 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 Consultant shall maintain, and shall require any sub-consultant 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 Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. 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 Consultant shall provide access to its facilities, including those of any sub-consultant, 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 Consultant 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 Consultant 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. Consultants 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 Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

VI. CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant 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 Consultant in writing of the nature of the breach;
- B. The Consultant 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 Consultant'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 Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant'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 Consultant or prohibit the Consultant 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 Consultant 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 Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Sub-consultant or between Sub-Consultants 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 Consultant is an independent consultant, and neither the Consultant nor its officers, agents or employees are employees of the County for any purpose. The Consultant 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 Consultant, its employees and/or others by reason of this Contract. The Consultant shall protect, indemnify, defend 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 Consultant's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Consultant of work, services, materials, and/or supplies by Consultant employees or other suppliers in connection with or in support of the performance of this Contract.
- B. The Consultant 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 Consultant, 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 Consultant 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, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the consultant, its officers, employees, sub-consultants of any tier and/or agents. The Consultant agrees that its obligations under this paragraph extend to any claim, demand,

and/or cause of action brought by or on behalf of any of its employees, sub-consultants of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, 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.

- D. For purposes of paragraphs A and C above, the Consultant, 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.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.
- G. 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 Consultant 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 Consultant, its agents, representative, employees, and/or sub-consultants. The Consultant or sub-consultant shall pay the cost of such insurance. The Consultant may furnish separate certificates of insurance and policy endorsements from each sub-consultant 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 Consultant 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 Consultant under this contract. The Consultant 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** including Products and Completed Operations.

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.

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.

3. **Workers' Compensation:**

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

4. **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 Consultant 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. **Workers' Compensation and Stop-Gap Employer's Liability:** \$1,000,000.

3. Automobile Liability: ~~\$1,000,000~~ combined single limit per accident for bodily injury and property damage.
4. Professional Liability, Errors and Omissions: \$1,000,000.
5. Crime Fidelity, Theft, Disappearance, & Destruction Liability to include Employee Dishonesty: \$100,000.

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 Consultant's liability to the County and shall be the sole responsibility of the Consultant.

E. Other Insurance Provisions

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

1. All Liability Policies except Workers Compensation and Professional Liability:
 - 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 Consultant in connection with this Contract.
 - b. The Consultant'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 Consultant's insurance or benefit the Consultant in any way.
 - c. The Consultant'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 minimum requirements, the Consultant 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 Consultant 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.

If Professional Liability coverage is required under this contract, the Certificate of Insurance provided by the Consultant shall specifically state that the activities required under Contract # T02066T are included under this policy.

H. Sub-consultants

The Consultant shall include all sub-consultants as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements from each sub-consultant. Insurance coverages provided by sub-consultants 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 consulting/technical services 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 consultant agrees to the conditions of King County Code 3.04.120 and shall provide a Consultant Disclosure Form. King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Further information regarding King County's Ethics policies may be obtained by contacting the King County Ethics Board at the address below:

King County Ethics Board
900 Fourth Avenue, Suite 860
Seattle, WA 98164
206-296-1586 TTY: Relay 711

XI. PART 1 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Nondiscrimination in Employment and Provision of Services. During the performance of this Contract, neither the Consultant 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 are incorporated herein by reference, and such requirements shall apply to this Contract.
- B. King County's Domestic Partner Benefits (DPB) Ordinance 14823. King County's Domestic Partner Benefits (DPB) Ordinance 14823 prohibits the award of contracts valued at \$25,000 or more to firms that discriminate in the provision of employee benefits between employees with spouses, and employees with Domestic partners. United Way of King County ("Consultant") shall comply with the ordinance's provisions.
- C. Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of this Contract, the Consultant 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 sub-consultants and suppliers, the Consultant 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.
- D. Compliance with Laws and Regulations. The Consultant 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 Consultant 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.
- E. Small Business and Minority and Women Business Enterprises Opportunities - King County encourages the Consultant to utilize small businesses, including Small Economically Disadvantaged Businesses (SEDBs) and Minority-owned and Women-owned Businesses Enterprises (M/WBEs) in County contracts. The County encourages the Consultant to use the following voluntary practices to promote open competitive opportunities for small businesses, including SEDBs and M/WBEs:
1. Attend 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.

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2. Place all qualified small businesses, attempting to do business in King County, including SEDBs and 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. Break down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including SEDBs and M/WBEs.
4. Establish delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including SEDBs and M/WBEs.
5. Provide small businesses, including SEDBs and M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Use the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SEDBs and M/WBEs.
7. King County Directory of Certified Small Economically Disadvantaged Businesses (SEDBs) is an available resource to identify small businesses. The directory is available on the King County Contracting Opportunities Program Web site at the following address: <http://www.metrokc.gov/exec/bred/bdccc/prog/kccontractopp.htm>. Telephone 206-205-0700, TTY: Relay 711, for information regarding the Directory.
8. 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 SEDBs and M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attend 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. Apply for certification for participation in King County's Contracting Opportunities Program. Application materials are available at the following Web-site address: <http://www.metrokc.gov/mkss/Code/index.htm>. Telephone 206-205-0700, TTY: Relay 711, for information on the Contracting Opportunities Program.
 3. Request placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 4. Utilize the services of available community organizations, Consultant 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 SEDBs and M/WBEs.
- F. Equal Employment Opportunity. The Consultant 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.

- G. 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 Consultant 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 Consultant shall maintain, for at least 6 years after completion of all work under this Contract, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
2. Records, including written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to sub-consultants and suppliers in this Contract, including employment records.

The County may visit, at any time, the site of the work and the Consultant's office to review the foregoing records. The Consultant shall provide every assistance requested by the County during such visits. In all other respects, the Consultant shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Consultant 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 Consultant may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

XII. PART 2 - REQUIRED SUBMITTALS

A. Required Submittals Prior to Contract Execution. All Consultants entering into a contract or agreement with King County shall submit the following forms within ten days after the bidder receives a notice of selection:

1. All Miscellaneous Service contracts, regardless of value, shall include the following form:

A 504/ADA Disability Assurance of Compliance in accordance with Section XIII of this contract, on the form provided by the County.

2. All Technical Service contracts exceeding \$2,500 in contract value shall include the following forms:

A King County Consultant Disclosure Form in accordance with Section X of this contract, on the form provided by the County.

3. When a contractor has reached \$25,000 in total overall contract value from King County in a given year, regardless of source, the contractor shall submit the following forms:

- a. A Personnel Inventory Report on the form provided by the County.

- b. An Affidavit and Certificate of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
- c. If required, a Statement of Compliance – Union or Employee Agency Statement with King County Code Chapter 12.16.

Assistance with requirements a, b and c of this Section is available by contacting King County Business Development and Contract Compliance section at the address below. Copies of Chapters 12.16 and 12.18 are available by visiting the King County Web-site at <http://www.metrokc.gov/mkcc/Code/index.htm>. Please include the contract number in all correspondence.

King County Office of Business Relations and Economic Development
Business Development & Contract Compliance
Phone: 206-205-0700 TTY: Relay 711

Mailing Address:

516 Third Avenue, Mail Stop KCC-EX-0402
Seattle, WA 98104-3271

Physical Location:

705 Fifth Avenue
20th Floor Bank of America Tower, Suite 2000
Seattle, WA 98104

Other assistance is available by contacting the King County Procurement and Contract Services Section at the address below

Procurement and Contract Services Section
821 Second Avenue, 8th Floor
Seattle, WA 98104
Phone: 206-263-4266 / 206-263-4267 TTY: Relay 711

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

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

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

XIV. 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 Consultant which are modified for use in the performance of this Contract.

XV. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

In accordance with King County Code 10.16, Consultants 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.

XVI. 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.

XVII. 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 Consultant considers any portion of the items delivered to King County to be protected under law, the Consultant 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 Consultant of the request and allow the Consultant twenty (20) days to take whatever action it deems necessary to protect its interests. If the Consultant 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 Consultant assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure. Consultant's failure to specifically identify items as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET" will not diminish

Consultant'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 Consultant fails to specifically label protected items, King County will not be liable to Consultant for inadvertently releasing such items pursuant to a disclosure request.

XVIII. 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:	KING COUNTY:	CONSULTANT:
<u>Catalina Cantu</u>	<u>John Miller</u>	<u>United Way of King County</u>
<u>(for general questions)</u>	<u>(for budget and fiscal matters)</u>	
_____ Name (Please type or print)	_____ Name (Please type or print)	_____ Name (Please type or print)
<u>400 Yesler Way</u>	<u>500 Fourth Avenue</u>	<u>720 2nd Avenue</u>
<u>Room 410</u>		
_____ Address Line 1 (Please type or print)	_____ Address Line 1 (Please type or print)	_____ Address Line 1 (Please type or print)
<u>Seattle, WA 98104</u>	<u>Seattle, WA 98104</u>	<u>Seattle, WA 98104</u>
_____ City, State, Zip Code (Pls. type or print)	_____ City, State, Zip Code (Pls. type or print)	_____ City, State, Zip Code (Pls. type or print)
<u>(206) 296-1722</u>	<u>(206) 296-7309</u>	<u>(206) 461-3700</u>
_____ Telephone Number (Please type or print)	_____ Telephone Number (Please type or print)	_____ Telephone Number (Please type or print)

XIX. 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.

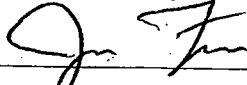
12003


COUNTY:


FOR


CONSULTANT:


Signature - King County
Executive


Signature


Date (Please type or print)

 **SON FINE**
Name (Please type or print)

 **PRESIDENT & CEO**
Title (Please type or print)

 **7/20/04**
Date (Please type or print)

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

SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

12003

PART 1 – Campaign Administrator

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

- A. Assist the ECCC and the ECCC's Campaign Management Team 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.
- B. Support and assist the ECCC by:
 1. Providing a committee staff support person to support and assist the ECCC. The costs of the staff person shall not include either or both parking and mileage.
 2. Carrying out ECCC directives such as contracting with people, preparing and distributing information;
 3. Receiving and handling all telephone calls, mail, and personal inquiries on behalf of the ECCC;
 4. Arranging for meeting space and resources;
 5. Attending meetings and record official minutes;
 6. Preparing and emailing meeting agendas;
 7. Preparing and e-mailing minutes to ECCC members for review;
 8. Maintaining the ECCC's official files;
 9. Preparing and typing all correspondence, reports, proposed legislation, applications for participation, etc., with King County Employee Charitable Campaign letterhead;
 10. Preparing, mailing out and handling applications for charities' participation in the KCECC. Check for completeness and give to ECCC for its review;
 11. Processing bills for payment and tracking costs against annual budget and present detailed monthly financial reports to the ECCC;
 12. Providing monthly supply reports to the ECCC;
 13. Assisting in coordinator recruitment and training;
 14. Distributing and collecting pledge forms;
 15. Developing and putting up visual campaign displays;

16. Coordinating payroll deduction process with King County Department of Finance at the direction of the ECCC;
 17. Preparing and distributing all campaign awards, certificates, and plaques;
 18. Providing for all Loaned Executives clerical support, office space, and Internet computer access (at least one computer per two Loaned Executives) that is adequate to provide remote access with the King County computer network.
- C. Assist the Campaign Management Team in soliciting department coordinators and obtaining support of department directors.
 - D. 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.
 1. Abide by the rules, as set forth by King County, to separately train Loaned Executives from King County with County-specific information. At least three-fourths of all training given to the Loaned Executives must be specific to the KCECC. The training for Loaned Executives shall last at least three days but no more than five days in total. The training shall include material on fund raising, communications principles, administrative roles and responsibilities, project management, marketing, maintenance of records and cultural aspects of King County agencies.
 2. Each Loaned Executive must have a valid Washington State driver's license and any automotive insurance required by law.
 3. Each Loaned Executive shall maintain account profiles on each agency with which the Loaned Executive worked in the KCECC, including the culture, special issues and needs, and the quality of the success of fund-raising techniques used. These account profiles shall be returned to the KCECC in accordance with Item R.
 - E. Provide measurement models and goals for the ECCC to assess for usage.
 - F. Oversee the Loaned Executives in providing training to coordinators designated by each department, in accordance with the guidelines set forth by the ECCC, to orient the coordinators 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 KCECC.
 - G. In coordination with ECCC and charities, and under the direction of the Campaign Management Team, 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.
 - H. Design, develop, and distribute to all County employees (approximately 14,000), one copy each of an ECCC-approved consolidated campaigns catalog listing all charitable organizations.
 - I. Distribute approximately 14,000 preprinted pledge forms, one form for each County employee, in a form approved by the ECCC and distribute pledge forms to County department coordinators.
 - J. 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 Management Team and subject to the approval of department directors and of any independent elected officials whose offices are involved. All presentations must be unbiased and give equal exposure to all participating charities.

- K. Plan, including detailed timelines, and implement special events under the direction of the ECCC, which are a kick-off event, awards ceremony and similar activities.
- L. Every week during the campaign, collect campaign reports, pledge forms, and campaign receipts from department coordinators, verify accuracy of numbers and enter data into data processing system. Provide reports by department to the ECCC weekly. In December, produce a data source (approved by County payroll processing) for County payroll use and transmit the data source 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 the Campaign Administrator may allow the information to be seen or accessed *only* by necessary accounting and data entry personnel and no payroll information shall be retained or used by the Campaign Administrator or provided to any third party. Provide controls and audit trail to tabulate campaign receipts, route checks, vouchers, and invoices, and to ensure accuracy of all pledge and report forms. Regularly review financial activity with the ECCC's Finance Committee and Campaign Management Team.
- M. In February, prepare and mail letters approved by the ECCC to each federation, member agency, and independent charity participating the Campaign the amounts designated to the entity.
- N. Forward all checks made out to charitable agencies, federations or their members directly to the recipient within 15 working days of receipt by the Campaign Management Team's accounting department.
- O. Assist the ECCC to prepare a final report of the campaign year and collect feedback from volunteers, charities and ECCC members on the conduct, strengths, and weaknesses of the campaign. The report shall include recommendations to the ECCC on approaches for future campaigns.
- P. 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. All activities conducted under this contract conducted by the Campaign Administrator must be done in a manner that identifies the activities as activities of the King County Employee Charitable Campaign, not as activities of the Campaign Administrator's agency. All activities must be approved by the ECCC or appropriate ECCC subcommittee or subcommittee chair. All of the Campaign Administrator's communications with King County employees must be approved by the ECCC.
- Q. The Campaign Administrator is not 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.
- R. All materials and information used by the Campaign Administrator related to the KCECC remain the property of the County. The Campaign Administrator shall deliver the materials to the ECCC by the time final payment for services is received by the Campaign Administrator, or at any time designated by the ECCC.
- S. All materials and information used by the Campaign Administrator related to the KCECC shall remain confidential and may be used only with the express permission of the ECCC.
- T. Make all communications with the ECCC in a timely manner.

Part 2 – King County Commitments

The preceding Scope of Work for the Campaign Administrator is predicated on the following commitments by King County:

The County's primary role in each annual campaign shall be to facilitate the Campaign Administrator to conduct its activities in accordance with K.C.C. Chapter 3.36 and as regulated by the ECCC, and to encourage County employees to make any charitable contributions they wish to make for each annual campaign. To this end, the County shall:

- A. Recruit one senior manager and one elected official who shall serve as the County's Campaign Co-chairs for the King County Employee Charitable Campaign. The Co-chairs will be responsible to seek support and endorsement from department heads, elected officials and other King County personnel.
- B. Appoint a Campaign Management Team from the ECCC who, with the assistance of the Campaign Administrator, will oversee, review or approve the following activities:
 1. 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.
 2. Direct the implementation of training activities in accordance with the guidelines set forth by the ECCC.
 3. Work with the Campaign Administrator to develop a schedule for presentations to all participating departments.
 4. Request representatives of labor unions, where appropriate, to be actively included in the presentations and to endorse the campaign to their members.
 5. Direct the implementation of publicity activities in accordance with the guidelines set forth by the ECCC.
 6. Direct the implementation of other campaign activities in accordance with the guidelines set forth by the ECCC.
 7. Prepare an evaluation of the campaign for the Civil Review Board.
- C. Set the campaign budget, theme, goals and schedules.
- D. Define campaign rules.
- E. Set criteria for eligibility of charitable organizations for the campaign.
- F. Solicit, screen, and approve charitable organizations for eligibility in the campaign.
- G. Encourage all County employees to attend one of the charitable campaign presentations conducted within the time allotment established by rules developed by the ECCC.
- H. Hear complaints and decide appeals related to the campaign.
- I. Recommend changes to the King County Ordinance governing the campaign.
- J. Provide preprinted employee's pledge forms, after the pledge forms meet ECCC specifications.

- K. Provide to the Campaign Administrator for the purposes of catalog listing a list of participating agencies, federations and their members along with required catalog information by May 15, 2004.
- L. Conduct final campaign evaluation and prepare report after conducting debriefings with coordinators, Loaned Executives, and participating charities.
- M. Approve all proposed expenditures. Review and approve detailed monthly expenditure reports provided by Campaign Administrator.
- N. Provide input to the assignment and performance evaluations of persons assigned by the Campaign Administrator to support the campaign.
- O. Reimburse to the Campaign Administrator approved campaign expenses incurred and itemized no later than March 15, 2005, or 30 days after receipt of summary report of actual costs and other supporting documentation requested by the ECCC.
- P. Decide all other policy issues.
- Q. Make its best efforts to obtain and provide four or more Loaned Executives.
- R. Provide to Loaned Executives motor vehicles, laptop computers (including software to provide remote access with the King County computer network), cellular phones, and business cards.
- S. Provide service for one cellular phone to the Campaign Administrator for August through January.
- T. Develop letterhead for ECCC use.
- U. Approve all communications between the Campaign Administrator and County Employees.
- V. Make all communications with the Campaign Administrator in a timely manner.
- W. Enter into the contract upon the approval of the King County Council and King County Executive, as required under K.C.C. Chapter 3.36.

Part 3 – Campaign Administrator Required Qualifications

The successful applicant must demonstrate competence and a successful record in the required qualifications described in this section.

A. Organizational Capacity and Capability

The applicant must:

1. Demonstrate an understanding of and commitment to the King County Employee Charitable Campaign (KCECC).
2. Demonstrate a history of running successful workplace giving campaigns of similar size and nature; and
3. Have the organizational and technological capacity needed to perform the functions of the job from creation of marketing materials to tracking expenditures, pledges, and agency participants, and including staffing plans with roles of key players outlined.

B. Pledge Support

The applicant must demonstrate the ability to receive, route, and do early processing of pledge forms (not the payout portion, which is done by payroll). This pledge support must include Loaned Executive training and support, software needed to report regular results to campaign volunteers and the KCECC Committee, and the reconciliation of pledges distributed to pledges made.

C. Prior Experience

The applicant must demonstrate recent and relevant performance on similar workplace giving campaigns (preferably in public sector campaigns), including information about the scope of the effort and contact information so that quality of the work can be verified.

D. Overall Campaign Plan

The applicant must demonstrate a plan on how the applicant intends to perform the work described in the solicitation, including the methods, activities, projected outcomes, and timing for performing the tasks required.

E. Campaign Committee Support

The applicant must demonstrate the ability to:

1. Have effective communication and working relationship with the KCECC; provide administrative support to the committee, including meeting minutes, agenda production, and similar functions;
2. Provide management and implementation of quality controls to ensure an accurate campaign catalog; and
3. Assist with the establishment of a network of campaign volunteers.

F. Campaign Marketing

The applicant must demonstrate the ability to:

1. Produce quality campaign marketing materials;
2. Assist in the development and planning for campaign publicity and outreach events; and
3. Provide expertise and guidance on appropriate messaging tools and strategies for effectively communication with King County employees with regards to the campaign.

G. Financial Accountability

The applicant must demonstrate:

1. A sound fiscal approach;
2. The ability to regularly report expenditures against budget;
3. The ability to propose an annual budget based on anticipated expenditures; and
4. The ability to ensure that the campaign costs are kept to an acceptable minimum, consistent with the direction of the KCECC Committee.

Part 4 - Reporting

The King County Employee Charitable Campaign Committee is the primary client. The Administrator must be prepared to brief and advise the Committee relative to the activities described in Section II Scope of Services.

Part 5 - Selection and Contract Process

The ECCC is seeking the services described in Section II Scope of Services. Administrators wishing to be considered must submit a proposal that outlines in detail how they will provide those services. Proposers may submit written questions regarding the nature and requirements of the work on or before February 25, 2004. An ad hoc committee of the ECCC will evaluate the written proposals and determine the finalists, and may conduct in-person interviews of finalists before selecting and negotiating the final contract with the successful proposer.

12003**Part 6 - Compensation, Submission, and Timeline**

The ECCC has budgeted \$100,000 for the contract, which runs from May 1, 2004, through March 31, 2005. If the evaluators conclude that the work cannot be completed within the budget, the County reserves the right to reduce the scope of work. The County also reserves the right to increase the amount of money available for the project. A payment schedule will be negotiated, and payments will be based on the delivery of work products.

Part 7 - Submission Framework

The proposers' submissions shall follow the sequence outlined below. Each proposal shall include, at a minimum, the following (not to exceed 10 pages):

- A. The following information for the primary contact person submitting this proposal:
 - Name
 - Title
 - Company Name
 - Mailing Address
 - Phone
 - Fax
 - E-mail address
- B. Provide background information about your organization, including which, if any, workplace giving campaigns you have administered and the dates of those campaigns.
- C. Describe the team who will be assigned from your organization to this project. List specific team members and their titles, and include a detailed description of each team member's expertise, knowledge, background, and experience in the area of providing administrative support for workplace giving campaigns, if any.
- D. Describe specific workplace giving campaigns you have actually worked on and what were the results of the campaign. Please indicate the workplace giving campaigns, dates of the campaigns, and results directly attributable to your participation. Please provide contact information for a reference check for each campaign.
- E. Describe the general approach you would use to provide the required services listed in Section II Scope of Services. Please include:
 - Proposed division of tasks and responsibilities between your firm and the County;
 - Costs for each of the required services, including total cost.

Part 8 - Proposed Schedule (Subject to Change)

Request for Proposals announced	February 12, 2004
Pre-Proposal Meeting, 10 a.m.	February 25, 2004
Proposer questions due	February 25, 2004
Responses to questions (addendum) issued	February 27, 2004
Proposals due, 2 p.m.	March 9, 2004
Evaluation Process	March 10-19, 2004
Select finalists	March 19, 2004
Conduct interviews with finalists (Optional)	March 22-25, 2004
Selection of highest ranked proposer / begin contract negotiations	March 26, 2004
Contract submitted to ECCC for approval	March 30, 2004

Contract signature / notice to proceed
Initial consultant meeting with ECCC

April 2, 2004
April 6, 2004

12003

Part 9 - Selection Criteria

The following criteria will be used to evaluate the proposals and select the finalist for interview, if appropriate, with each criteria item counting 10 points and based on the applicant's ability to meet the Campaign Administrator Qualifications in light of the required Scope of Work:

A.	Organizational Capacity and Capability.	10 Points
B.	Pledge Support.	10 Points
C.	Prior Experience.	10 Points
D.	Overall Campaign Plan.	10 Points
E.	Campaign Committee Support.	10 Points
F.	Campaign Marketing.	10 Points
G.	Financial Accountability.	10 Points

Part 10 - Interviews (Optional)

Representatives of the King County Employee Charitable Campaign Committee will evaluate the proposals received. Interviews may be conducted with top-ranked proposers, if a selection is not made on the basis of the written proposals alone. If interviews are conducted, the final selection would then be based on a combination of the written proposal and oral interview evaluation. The oral interview will have a maximum value of 30 points, if it is deemed appropriate to conduct interviews. Applicants with whom interviews are conducted will be asked to elaborate on their experience and expertise in administrating workplace giving campaigns.

12003

EXHIBIT B

RFP No.

Contract T02066T

King County Charitable Campaign Administrator

RFP No. 105-04CMB



UNITED WAY
of KING COUNTY

EXHIBIT C

12003

**United Way of King County
2004 KCECC Proposal**

Updated April 28, 2004

TO: King County Employee Charitable Campaign Committee

RE: RFP Proposal Number 105-04CMB
King County Employee Charitable Campaign Administrator

FROM: United Way of King County, Community Campaigns
720 Second Ave
Seattle, WA 98104

BY: Jane Kuechle, Director (jkuechle@uwkc.org) **Phone:** 206.461.6915
Janice Jaworski, Assist. Director (jjaworski@uwkc.org) **Phone:** 206.461.7827

FAX: 206.461.8483

A. Background information

United Way of King County has a proven record of conducting highly successful, equitable and efficient workplace campaigns both in the public and private sector. The campaign in King County is recognized nationally as the largest workplace giving campaign in the nation, running over 1,500 campaigns and successfully collecting pledges for over 96 million dollars in 2003. The organization has the experience, infrastructure, facilities and established processes to manage the detail and complexity inherent in charitable giving campaigns with strict adherence to sound fiscal and philanthropic Best Practices. Our creditability with volunteer, business, labor, neighborhood groups and the public-at-large help bring together people and resources to address the needs of the County and help workplace groups connect through giving.

B. Team

Our commitment in this proposal includes a team of four United Way staff, supplemented by United Way staff from Marketing, Training, IT, Pledge Processing and Accounting. UWKC has a staff of 120 individuals including a marketing and brand management team, an accounting department which manages and accounts for \$96 million in expenses and disbursements annually, a pledge processing staff that annually processes contributions from 120,000 donors, and an IT staff of six who provide programming and technical support to staff and loaned executives.

The United Way team that will be specifically assigned to assist the KCECC will be:

1. Jane Kuechle: Director of Campaign Operations. Ms. Kuechle has 25 years of experience in Non-profit management, has been an employee of United Way of King County for seven years and held her present position since 2000. She has Masters Degree in Non For Profit Leadership from Seattle University. She has been directly involved with the KCECC since 1999. Her strong areas include process development and community development.
2. Janice Jaworski: Assistant Director of Community Campaigns. Janice has been at United Way for one year. During that time she has supervised a Campaign team of 4 Campaign managers and a Team assistant while managing a portfolio comprised of over \$5 Million dollars in workplace campaigns, including some of the largest strategic workplace accounts assigned to United Way. She continues to supervise a Campaign team and her portfolio now includes the Boeing campaign and Public sector campaigns. Before coming to United Way, Janice was Executive Director of two nonprofit programs for five years. In the earlier part of her career she spent time in the private sector with emphasis in the areas of Training and Education, Marketing and Sales Management. Her strong areas include training program development, and large workgroup collaboration.
3. Sherelle R. Owens: Campaign Manager, Public Sector. Sherelle has been at the United Way of King County since August 2003. During her time at the United Way she has worked closely with the Campaign Coordinators of private companies to help them strengthen their campaign. As a result, one of her accounts won the 2003-2004 Spirit of Caring Campaign Coordinator of the Year Award. Prior to joining the United Way of King County, Sherelle spent her professional career in the private sector in sales and event management. Her passion and enthusiasm for community issues and public policy will be an asset in the role of Campaign Administrator for the King County Employee Charitable Campaign. Her strengths include project management, strategic planning and public speaking.
4. Jeni White: Team Assistant, Public Sector. Ms. White has been at United Way of King County since August 2003, first as an Intern and then as the Team Assistant for the Public Sector group, specifically the KCECC. In addition to her work on the County Campaign she also assisted with the City of Seattle Campaign, and the State of Washington Campaign. In addition to regular clerical duties, Ms. White has been responsible for meeting minutes for the County Committee meetings and Speakers and Tours support for the County LE's.

This team will work with the four King County Loaned Executives to support the KCECC and the Committee's work throughout the 12 month period of the contract. Their expertise is backed by the historical experience of United Way of King County with Public sector campaigns. We have successfully managed the King County Campaign since it was first introduced, have many years of experience managing the Combined Federal Campaign, the State of Washington Campaign, and now one year as the administrator for the City of Seattle campaign.

C. Experience Administering Public Sector Workplace Campaigns

- CFC campaign results increased from \$2,348,818 in 1998 to \$2,702,296 in 2002, a 15 % increase in total dollars. The 2002 average gift (\$347) was the highest of the 400 CFCs in the country for the fifth straight year. Total contributions increased between 2.5% and 5.3% in each of the years during which United Way of King County served as the PCFO for the King County CFC campaign. Contact: Anne Tiernan, Executive Director, Federal Executive Board (206.220.6171).
- City of Seattle Employees Charitable Campaign was first administrated by United Way of King County in 2003 and increased by 11%, from \$460,000 to \$515,000. Contact: Heather Weldon (206.684.7922).
- King County Employees Charitable Campaign results increased from \$911,694 in 1999 to \$1,324,153 in 2003, a 45 % increase in total dollars. Total contributions increased between 3.5% and 16.8% in each of the years while United Way of King County served as the Administrator. Contact: Catalina Cantu, Chair KCECC Committee (206.296.1722)

D. General Approach

Overall Campaign Plan:

Specific strategies:

- As Campaign Administrator we will recommend to the KCECC a focused strategy to increase participation in the campaign. A tracking system will be developed to count every participant, including those who do not give through a direct pledge to the campaign but rather purchase items from an auction or from a back sale. Acknowledging that everyone's contribution is important and will help those who do not sign up for payroll deduction or write a check to a specific charity, feel they have participated too. Additionally, LE training and Department Coordinator/Booster training will include specific activities and task that will help to boost participation.
- County employees selected as Loaned Executives will be introduced to their role and to the campaign early on, attending monthly meetings so they can bond as a team, get to know Committee members and have opportunity to meet with and understand the organizations that are a part of the KCECC. Official training will take place in a location identified by the Committee, will be specific to the KCECC, and will be very focused on fund raising in the public sector. Training will last three to five days and the curriculum will be developed and approved by the Committee. UWKC is quite comfortable recommending to the KCECC a total LE force of four to conduct their campaign. There is the capacity within the Team Assistant workload to manage the Speakers and Tours function and therefore a Loaned Executive Assistant will not be hired to support this campaign.
- Work with the Committee to create greater visibility for the KCECC. This may include, but not be limited to: year round Web site that offers information about community and volunteer opportunities; weekly e-mails to County employees during the campaign to illustrate how charities involved in the campaign are contributing to quality of life our communities; a kick-off event that reflects the unique character of the KCECC, and a recognition and awards program that allows employees to celebrate their generous spirit.

Timeline:

- **May, 2004**
 - Eligibility Hearings
 - Develop Federation/Agency list for catalog in-put
 - Continue recruitment of Department Coordinators
 - Put incentive and printing proposals out for bid
 - Develop and secure committee approval for pledge form design, catalogue design, poster design, Web design.
- **June, 2004**
 - Complete catalog agency input.
 - Receive all bids for incentives and printing and make decision based on lowest bid based on price and quality.
 - LE Training meeting – Connecting with community (agency and federation speakers)
- **July, 2004**
 - Place order for incentives
 - Department Coordinator orientation (LE's to attend as their monthly meeting)
- **August, 2004**
 - Division/Section booster recruitment
 - Catalogue, pledge forms printed
 - Publish coordinator/booster training dates
 - LE Training meeting – KCECC timeline and process
- **September, 2004**
 - LE Training – August 30 – September 3
 - Personalize pledge forms
 - Train all coordinators/boosters
 - Distribute campaign materials
 - Secure labor endorsement letters
 - Deliver Executive Cabinet presentation
 - Mount Tunnel display
 - Campaign publicity plans implemented
- **October, 2004**
 - Kick-off event (TBD)
 - Weekly progress reports provided to committee
 - Weekly collection of pledge forms
 - Feedback to Co-Chairs/Dept. Heads on progress
- **November, 2004**
 - Weekly progress reports provided to committee
 - Weekly collection of pledge forms
 - Feedback to Co-Chairs/Dept. Heads on progress
- **December, 2004**
 - Campaign officially ends
 - Debrief with LE's/Committee
 - Provide employee payroll deduction data to County payroll
 - Plan 2004 Awards ceremony

- January, 2005
 - Final Campaign reports to committee
 - Begin committee recruitment and nomination of officers, sub-committee chairs
 - 2004 Awards ceremony
 - Review and design 2005 eligibility application form
- February, 2005
 - Designation and donor acknowledgements to charities
 - Distribute eligibility application form to charities and federations
 - Publish public notice for eligibility for 2005 campaign
 - Recruit campaign co-chairs
 - Create calendar and committee task assignments
 - Prepare Executive summary report
- March, 2005
 - Deliver Executive summary report
 - Receive and document all eligibility applications
- April, 2005
 - Support Committee in processing of agency and federation applications for eligibility to participate in KCECC
 - Work with Committee to develop theme, adopt graphics, and create marketing plans for 2006 campaign.
 - Assist committee in recruiting Loaned Executives and Department Coordinators
 - Campaign Co-chairs/Department head strategy meeting

Campaign Committee Support

Clear, complete and accurate communication is extremely important to the success of the KCECC campaign. UWKC has demonstrated its commitment to this campaign throughout this past year and will continue if awarded this contract. Minutes are always produced in a timely fashion, committee members are kept informed of progress on all activities, approved agendas issued when requested, and accurate records maintained. The committee has responsibility to be good stewards of the campaign on behalf of the employees and to that end UWKC will do all in it's power to provide the communication and support required to achieve that goal.

The campaign catalog is a critical piece of communication with employees. UWKC has a support staff team of five who will assist in the data entry and proofing of the catalog to ensure accuracy of content and format. Given introduction by committee members, current and past coordinators, and former Loaned Executives, UWKC staff will assist the committee in the recruitment of volunteers.

Campaign Marketing

UWKC will seek no fewer than two and up to three bids on all marketing materials as authorized by the committee. Selection of the winning bid will be based on price and on quality and the committee will have final review and selection of incentive items. Janice Jaworski, Assistant Campaign Director, has marketing and sales background. She will work with the expertise on the committee to help design a marketing and visibility program that is designed to take the KCECC to the next level. Additionally, UWKC will call upon the expertise of its Brand Management and Advertising Department to provide guidance on appropriate messaging tools and strategies.

Pledge Processing

United Way of King County Pledge Processing staff is an experienced team that has been largely in place for three years. The team has cost effectively managed the processing of County employee pledges with close to zero errors, providing data to the coordinating committee on a weekly basis during the campaign and complete data files to County payroll representatives on time. Our software is the Enterprise system, which is used to manage our entire donor database and reports are accurate and complete. King County pledge records are kept separate from data for the balance of United Way donors and are only accessible to authorized staff. Loaned Executives have access to "HAL", an Access based program that stores agency data and notes about the campaign. LE training includes data entry to "HAL" as well as note taking for campaign tracking and creation of historical record.

Financial Accountability:

UWKC has a track record of sound financial accountability. Its Accounting Department will manage the tracking of expenditures and will provide monthly reports that give the committee the needed tools to be financially accountable to County employees. Monthly financial reporting is a process begun in the 2003 campaign and with helpful input from the committee that process has been refined and improved. UWKC will continue to take direction from the Treasurer of the committee. The budget attached to this proposal is based on actual costs incurred during the 2003 campaign with anticipated inflation increases. This budget does not include the donation of two additional loaned executives, nor the employment of a Loaned Executive Assistant (LEA). Technology allows for more efficient time management and more of the LE time can be spent in the field working with Coordinators and Boosters and less time managing data. During the 2003 campaign UWKC was able to create large savings by bidding out the incentive items and printing, and by reducing the time required of an LEA, thus reducing the overhead costs of the campaign.

2004 Proposed Budget Detail

Professional Staff		Events	
Campaign Administrator (105 hrs/mo)	\$29,000	Kick-off Event	
Support Staff (105 hrs/m.)	\$15,500	T-shirts	\$4,500
Benefits & Taxes (28%)	\$1,260	County Share of Kick-off expenses	\$3,500
Total Professional Staff	\$45,760	Total Kick-off Event	\$8,000
Accounting Services		Awards Event	
Total Accounting Services	\$4,700	Trophies	\$720
Telephone		Certificates	\$560
Land Line, support staff (2/3 cost)	\$275	Savings Bond	\$250
Cell Phone, Camp. Admin.(1/3 cost)	\$179	Food	\$625
Total Telephone	\$454	Total Awards Event	\$2,155
Duplicating		Campaign Coordinator Trainings	
Committee Packets	\$135	Duplicating	\$250
Eligibility Letters & Packets	\$40	Food	\$50
Agency Lists	\$30	Total Camp. Coord. Trainings	\$300
Misc.	\$20	Committee Retreat	
Total Duplicating	\$225	Food	\$350
Postage		Duplicating	\$120
Eligibility	\$100	Total Committee Retreat	\$470
Agency Lists	\$45	Total Events \$10,925	
Misc.	\$25	Campaign Supplies	
Total Postage	\$170	Recognition Items	
Office Supplies		Mugs	\$2,500
Total Office Supplies	\$500	Magnets	\$1,100
LE Program		Coolers	\$1,950
Training Development	\$2,900	Thermos	\$2,000
Land Lines (2 lines)	\$280	Blankets	\$3,000
Food for training	\$300	Total Recognition Items	\$10,550
Supplies	\$200	Printing	
Duplicating	\$145	Catalog Production	\$1,250
Thank you, recognition fund	\$200	Catalog Printing	\$7,300
Office Supplies(\$50/LE)	\$200	Poster Printing	\$750
Total LE Program	\$4,225	Pledge Form Printing	\$525
		MSA Printing	\$700
		WRF (report) Printing	\$500
		Total Printing	\$11,025
		Total Campaign Supplies	\$21,575
		Pledge Processing	
		Data Entry	\$4,000
		Data & Agency List Preparation	\$5,100
		Total Pledge Processing	\$9,100

12003

King County Employees Charitable Campaign

Proposed 2004 Budget

Revenue

Sponsorships

Qualstar	\$4,400
King County Credit Union	\$3,500

Total Revenue	\$7,900
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Expenses

Professional Staff	\$45,760
Accounting Services	\$4,700
Pledge Processing Services	\$9,100
Telephone	\$454
Duplicating	\$225
Postage	\$170
Office Supplies	\$500
Loaned Executive Program	\$5,025
Events	\$10,925
Campaign Supplies	\$21,575

Total Expenses	\$98,434
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Net Expenses	\$90,534
---------------------	-----------------

**King County Consultant
Disclosure Form**

EXHIBIT D



12003

Department of Executive Services
Board of Ethics
Bank of California, BOC-ES-0900
900 Fourth Avenue, Suite 900
Seattle, WA 98164
206-296-1586 206-205-0725 Fax
TTY Relay: 711
board.ethics@metrokc.gov

Please Read Carefully

Date Received _____
Audit Date _____
Date Closed _____
For Board of Ethics use only

**NO PAYMENT WILL BE MADE TO THE CONSULTANT
UNTIL THIS FORM HAS BEEN FILED WITH THE CONTRACT
AND WITH THE KING COUNTY BOARD OF ETHICS**

Pursuant to King County Code (K.C.C.) 3.04.120, each consultant entering into a contract to provide professional or technical services to the county costing in excess of \$2500 shall complete and file this disclosure form with the King County Board of Ethics and the County Executive. Use additional pages, if necessary. Submit two completed forms: file one with the Board of Ethics, 900 Fourth Avenue, Bank of California Building, Suite 900, Seattle, WA, 98164, Mail Stop BOC-ES-0900, and the other with the contract with the Finance and Business Operations Division, Procurement & Contracts Services Section, Exchange Building, 8th floor, 821 Second Avenue, Seattle, WA 98104, Mail Stop EXC-FI-0825.

Unless otherwise required on this form, the information disclosed shall cover the period of 24 months before and including the date of filing of this sworn statement. If the information reported on this form should change, the consultant is required to submit an amended form.

For purposes of this disclosure form, "consultant" means a person (e.g., individual, partnership, association, corporation, firm, institution or other entity as defined in K.C.C. 3.04.017) who by experience, training and education has established a reputation or ability to provide professional or technical services, as defined in K.C.C. 4.16.010, on a discrete, nonrecurring basis over a limited and pre-established term as an independent contractor to the County.

**PLEASE TYPE OR PRINT ALL INFORMATION, EXCEPT REQUIRED SIGNATURE.
ALL INCOMPLETE FORMS WILL BE RETURNED.**

Today's Date: 7/15/04 Contract Number: _____ Amount of Contract: 92,434.00

Consultant's Name: United Way of King County Phone: 206-461-3700

Address: 720 Second Ave Seattle WA 98104-1702
(Street) (City) (State) (Zip)

Effective Date of Contract: May 1, 2004 Expiration Date of Contract: April 2005

Type of Services Contracted: Fundraising Consultant

Contracting County Department _____ Division: _____

County Contact Person: Bruce Ritzen Phone: 206-296-1015

Contract No.	Type of Services Provided	Amount Paid to Consultant	Duration (From - To)	County Department and Division
	Fundraising Consultant	\$89,291.82	Jan 00-Dec 00	
	Fundraising Consultant	\$89,566.26	Jan 99-Dec 99	

6. List any position or positions on any county board or commission, whether salaried or unsalaried, held by any officer or director of the consultant in the five years immediately preceding the presently contemplated contract. If none, check this box. [X]

Officer/Director Name: _____

Position: _____

Name of County Board or Commission: _____

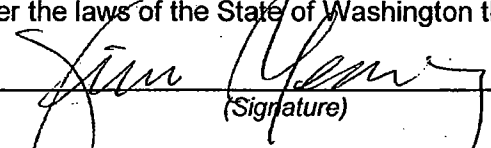
7. Is there any other information known to the consultant about any interest or relationship between any county employee, including any member of his or her immediate family and the consultant other than that disclosed above. If so, please explain. If none, check this box. [X]

None

DECLARATION

I, Jim Yearby, declare under penalty of perjury
(print name)

under the laws of the State of Washington that the foregoing is true, complete, and correct.


(Signature)

V.P. HENSON / CONSULTANT
(Title)

Signed this 15th day of July, 2004
(Month) (Year)

at Seattle, WA
(City) (State)

King County Board of Ethics • Bank of California Building
 900 Fourth Avenue • Suite 900 • Seattle, WA 98164
 206-296-1586 • FAX 206-205-0725 • TTY Relay: 711 • board.ethics@metrokc.gov
 This form is available on the Board of Ethics web site: www.metrokc.gov/ethics/
 Revised January 2004

ALTERNATE FORMATS AVAILABLE UPON REQUEST



Personnel Inventory Report

12003

EXHIBIT E

Legal name of business United Way of King County Contract No: _____
 dba (if applicable) N/A Telephone No: _____
 Street address 720 2nd Ave City Seattle State WA Zip Code 98104-1702
 Submitted by: Jim Yearby Title Vice President, Human Resources Date _____
 Federal Tax Identification Number: 91-0565555

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

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): _____ and covers the following locale: (Check only one box)

1. x 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 x

If yes, list the unions and/or employee referral agencies with whom you have agreements: United Food and Commercial Workers Union, 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	9	26	1	4	1	9		1		1			2	15		
Professional	7	9	1	3	1	1							2	4		
Technical	4	6			3								3			
Clerical/Admin	8	14	1	3		9		1		2			1	15		
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
Skilled Craft Total*																
Total	28	55	3	10	5	19		2		3			8	34		

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

Total number of employees reported above: 125 If no employees, write "0."



Affidavit and Certificate of Compliance

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

12003

EXHIBIT F

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 non-discrimination 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 720 2nd Ave Seattle WA 98104-1702
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: Jim Yearby Vice President, (206) 461-5027
Name (type or print) Title Phone Signature

VALID ONLY IF NOTARIZED

SUBSCRIBED AND SWORN TO BEFOR ME THIS 7th DAY OF July, 2004

Gwen Munson
GWEN MUNSON
 Notary Public in and of the state of Washington

Residing at: 720 2nd Ave

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
Exchange Building, EXC-ES-0862
821 Second Avenue, 8th Floor
206-684-1681 TTY Relay: 711



King County

**Domestic Partner
Benefits Declaration Form**

King County's Domestic Partner Benefits (DPB) Ordinance prohibits County contractors from discrimination in the provision of employee benefits between employees with spouses and employees with domestic partners. "Employee benefits" are defined as the provision of bereavement leave; disability, life and other types of insurance; family medical leave; health benefits; membership discounts; moving expenses; pension and retirement benefits; travel benefits; and other benefits given to employees, but excludes benefits to the extent that the application of the ordinance may be preempted by federal or state law.

The Domestic Partner Benefits Ordinance is available online at www.metrokc.gov/finance/procurement/forms.asp.

This form must be completed, signed and returned to the address listed above within five (5) business days of notification of King County's intent to award a contract.

Check all that apply:

- Makes benefits available on an equal basis to its employees with spouses and its employees with domestic partners.
- Does not make benefits available to the spouses or the domestic partners of its employees.
- Has no employees.
- Registered under the City of Seattle's "Equal Benefits Compliance" Code (SMC CH.20.45).

United Way of King County

Company Name

720 Second Avenue

Seattle, WA 98104

Street Address

jfine@uwkc.org

City / State / Postal Code

206-461-3728

206-461-8483

E-mail Address

Phone

Fax

Jon Fine, President & CEO

Signature

Authorized Representative / Title

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

United Way of King County 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.

Actions To Be Taken	General Requirements	Completion Date
None		

Actions To Be Taken	Program Access	Completion Date
None		

504/ADA DISABILITY ASSURANCE OF COMPLIANCE (continued)

12003

Employment and Reasonable Accommodation

Actions To Be Taken

Completion Date

None

Physical Accessibility

Actions To Be Taken

Completion Date

None

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

Jim Yearby

Signature of authorized signator

Jim Yearby

Vice President, Human Resources (206) 461-5027

Type or print name of authorized signator

Title

Telephone

For Notary:

State of Washington, County of KING

Signed and sworn before me on (date) June 7, 2004 by (print authorized signator name) Jim Yearby

Notary signature: Gwen Munson

Notary (print name): Gwen Munson

My appointment expires: 9-2-07

Contractor: United Way of King County
Company Name

720 Second Avenue
Street Address

Seattle
City

WA 98104-1702
State Zip



King County

Statement of Compliance

EXHIBIT I

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

UNION OR EMPLOYEE REFERRAL AGENCY STATEMENT

The undersigned states as follows:

- A. That I am the authorized officer of UFCW Local 1001 and am signing this statement on behalf of the union/employee referral agency.
- B. That the organization recognizes that King County Code Chapter 12.16 prohibits discrimination in both employment and referrals for employment on the basis of race, color, creed, religion, sex, age, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical disability.
- C. That the organization agrees to adhere to a policy of nondiscrimination and agrees to affirmatively cooperate in the implementation of the policies and provision of King County Code Chapter 12.16. The organization further agrees that recruitment, employment, and the terms and conditions of employment under all contracts with King County shall be in accordance with the purposes and provisions of King County Code Chapter 12.16; provided however, that no specific levels of utilization of minorities and women in the workforce 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, and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.

David Schmitz
Authorized Union/Employee Referral Agency Representative

425-644-2292
Telephone Number

[Signature]
Signature

President
Title

UFCW Local 1001
Union/Employee Referral Agency

12938 SE 90th Place
Address

Bellvue, WA 98006
City, State, Zip



King County

Statement of Compliance
Union or Employee Agency Statement

12003
RECEIVED JUN 08 2004

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
AUTHORIZED COMPANY REPRESENTATIVE (Please print)

CEO
TITLE

[Signature]
SIGNATURE OF PERSON NAMED ABOVE

6-7-04
DATE

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

- United Food and
1. Commercial Workers Local 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: UFCW Local 1001
12838 SE 40th Pl
Bellevue WA 98006-1283

FROM: United Way of King County
720 Second Ave
Seattle WA 98104-1702

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 Division.

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 June 15, 2004. Your cooperation in this matter is greatly appreciated.

[Signature]
AUTHORIZED SIGNER

6-7-04
DATE

12003 **EXHIBIT J**

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KM
UNITE-1

DATE (MM/DD/YYYY)
06/10/04

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
720 Second Avenue
Seattle WA 98104-1720

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: American States Insurance Co
INSURER B:
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	INSRD	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 checked="" 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	01CE8838175	01/06/04	01/06/05	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 - COMP/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	01CE8838175	01/06/04	01/06/05	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 AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION: \$10,000	01SU2705375	01/06/04	01/06/05	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 OTHER				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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 per Form CG7635 10-00 attached 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

KINGCS1

King County Employee
Charitable Campaign Committee
Attn: Bruce Ritzen MS/KCC-CC
516 Third Avenue Room 1025
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

COPY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNITED WAY OF KING COUNTY

LIABILITY PLUS ENDORSEMENT

CG 76 35 10 00

COMMERCIAL GENERAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

PER CERTIFICATE OF INSURANCE ATTACHED

ADDITIONAL INSURED - BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE

The following paragraph is added to WHO IS AN INSURED (Section II):

5. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:
- a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury," "property damage," "personal and advertising injury."
 - b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
 - (1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:
 - (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
 - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
 - (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
- (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;
 - (b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;
 - (4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of operations performed for the state or municipality.
 - c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (2) Supervisory, inspection or engineering services.

COMMERCIAL GENERAL LIABILITY

- d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment."
- (6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage to Premises Rented to you Limit is shown in the Declarations, Exclusion J. of Coverage A, Section I is replaced by the following:

- j. Damage To Property
 "Property damage" to:
 (1) Property you own, rent, or occupy;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

Paragraph 6. of Section III is replaced by the following:

6. Subject to 5. above, the Damage To Property Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Tenants' Property Damage to Premises Rented to You limit is the higher of \$200,000 or the amount shown in the Declarations as Damage to Premises Rented to You Limit.

WHO IS AN INSURED - MANAGERS

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B - BAIL BONDS

- a. Paragraph 2. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is replaced by the following:

COMMERCIAL GENERAL LIABILITY

2. Up to \$2,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

EMPLOYEES AS INSURED - HEALTH CARE SERVICES

Provision 2a.(1) d. of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision 4.a. of WHO IS AN INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

EXTENDED "PROPERTY DAMAGE"

Exclusion a. of COVERAGE A. (Section I) is amended to read:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

ADDITIONAL INSURED - VOLUNTEERS

1. WHO IS AN INSURED (Section II) is amended to include as insureds any persons who are volunteer workers for you, but only while acting at the direction of, and within the scope of their duties for you. However, no volunteers are insureds for:

- a. "Bodily injury" to:
 - (1) Co-volunteers or your employees arising out of and in the course of their duties for you, or
 - (2) You, any of your "employees," any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. "Property damage" to property owned, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

- (1) A co-volunteer or your employee; or
- (2) You, any of your "employees," any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

2. Exclusion 2.a. of COVERAGE C (Section I) is replaced by the following:

- a. To any insured, except volunteer workers who are not paid a fee, salary or other compensation;

INCREASED MEDICAL EXPENSE LIMIT

The medical expense limit is amended to \$10,000.

KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence," claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

LIBERALIZATION CLAUSE

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.



April 1, 2004

2004-0406

ATTACHMENT B

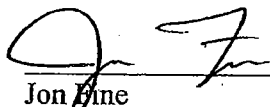
King County Executive's Office
Employee Charitable Campaign Committee (ECCC)
Seattle, WA 98104

RE: Contract for services from April 1, 2003 through March 31, 2004 between United Way of King County and ECCC

To Whom It May Concern:

This is to document that all parties involved agree the contract between United Way of King County and Employee Charitable Campaign Committee (ECCC), which ran from April 1, 2003 through March 31, 2004, is hereby extended until April 30, 2004. All terms and conditions of the original contract shall be in effect through April 30, 2004.

County Executive



Jon Fine
President and CEO
United Way of King County

Dated

4-1-04

Dated