

**KING COUNTY FLOOD CONTROL ZONE DISTRICT  
CONTRACT FOR PROFESSIONAL SERVICES**

This Agreement is entered into by and between the King County Flood Control Zone District, a Washington municipal corporation (“District”), and Wallace Wilkins, Ph.D., (“Consultant”) whose principal office is located at 1000 First Avenue, Suite 1601, Seattle WA 98104.

WHEREAS, the District has determined the need to have certain services performed for the operational benefit of the District, requiring specific expertise, and

WHEREAS, the District desires to have the Consultant perform such services pursuant to certain terms and conditions,

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Consultant. The Consultant shall perform those professional coaching services described in Exhibit “A” of this Agreement (“Statement of Work”). In performing such services, the Consultant shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the District if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment. The District shall pay Consultant [Check applicable method of payment]:

According to the rates set forth in Exhibit “A.”

A sum not to exceed \$20,000.00.

Other (describe): \_\_\_\_\_  
\_\_\_\_\_

The Consultant shall request payment for work performed using the billing invoice form at Exhibit “B.”

The Consultant shall complete and return to the District a federal tax Form W-9, prior to or along with the first billing invoice. The District shall pay the Consultant for services rendered within ten (10) days after District Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon mutual execution of this Agreement, and ending December 31, 2021, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents and Information. As a general matter, any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant and submitted to the District in connection with the services

provided to the District, shall be the property of the District, whether the project for which they were created is executed or not.

Notwithstanding the foregoing, the parties acknowledge and agree that the services to be provided by the Consultant include confidential professional coaching services to be rendered to, or otherwise involving, certain District employee(s). As the organizational client, the District holds confidentiality and privilege pertaining to information gathered during meetings with the District employee(s). The District agrees to a limited and partial waiver of such confidentiality and privilege but only to the extent that such waiver is necessary to, and in furtherance of, the services. The Consultant shall keep all District information received in the performance of the services confidential and shall not disclose the same, unless otherwise directed by the District and/or as required by law.

In order to promote openness and candor in the performance of the services, the District shall not ask the Consultant to disclose any personal information about the participating employee(s), nor information about the specific content of meetings with the employee(s). However, the Consultant may be asked to disclose objective information about the employee(s), such as scheduled appointments of attendance, as well as judgmental information about the employee's commitment to and engagement in self-development, the course of coaching, evidence of progress, anticipated outcome and recommendations, and the Consultant shall timely respond to such inquiries in good faith.

5. Independent Consultant. The Consultant and the District agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded District employees by virtue of the services provided under this Agreement. The District shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

6. Indemnification.

A. Consultant shall protect, defend, indemnify and hold harmless the District, its officers, officials, employees, agents and volunteers from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts, errors or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

The District shall protect, defend, indemnify and hold harmless the Consultant, its officers, employees and agents, from any and all costs, claims, injuries, damages, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts, errors or omissions of the District, its officers, employees and agents in performing this Agreement.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the District, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty

and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

D. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum limits of \$1000,000 bodily injury per person, \$300,000 bodily injury per accident, and property damage of \$50,000 per accident..

2. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$3,000,000 policy aggregate limit.

C. Other Insurance Provision. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Professional Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the District. Any insurance, self-insurance or insurance pool coverage maintained by the District shall be in excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by mail has been given to the District.

D. Verification of Coverage. The Consultant shall furnish the District with original certificates for all policies evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain other such records as may be deemed necessary by the District to ensure proper accounting of all funds contributed by the District to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after the termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the District.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the District during the performance of this Agreement.

10. Termination. This Agreement may at any time be terminated by the District giving to the Consultant thirty (30) days written notice of the District's intention to terminate the same. Failure to provide products on schedule may result in contract termination. If the Consultant's insurance coverage is canceled for any reason, the District shall have the right to terminate this Agreement.

A. The District reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the District.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than thirty (30) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the District from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the District.

13. Conflict of Interest. The Consultant represents to the District that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the District.

14. Confidentiality. All information regarding the District obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the District will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the District in the event that the terms of the provisions are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the District shall be sent to the following address:

King County Flood Control Zone District  
Attn: Board Chair  
516 Third Avenue, Room 1200  
Seattle, WA 98104

Notices to the Consultant shall be sent to the following address:

Wallace Wilkins, Ph.D.  
1000 First Avenue, Suite 1601 \_\_\_\_\_  
Seattle WA 98104 \_\_\_\_\_

18. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such

action shall be entitled to its attorney's fees and costs of suit, which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the District and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CONSULTANT:

KING COUNTY FLOOD CONTROL ZONE  
DISTRICT:

BY: Wallace Wilkins, Ph.D.

BY: Dave Upthegrove

Title: Psychologist/Coach

Title: Chair, King County Flood Control District

*Wallace Wilkins*  
Signed electronically



Date: August 5, 2021

Date: August 10, 2021

## Exhibit A

### Statement of Work

The Consultant shall perform professional development coaching services within the following project scope:

Pre-coaching 360° interviews (4 hours)	\$350/hour = \$1400
Coaching Sessions (20, 90-minute one-on-one meetings)	\$350/hour = \$10,500
Three-way Check-in Sessions with District (2 hours)	\$350/hour = \$700
Administration* (11 hours)	<u>\$350/hour = \$3,850</u>

Total Project Estimate:        \$16,450

\*Administration shall include those administrative activities as needed, such as document review, telephone consultation, electronic communication, document preparation, report writing (if any). There shall be no charge for clerical activities.

Services beyond this defined scope must be approved in advance by the District. The total fees for the professional services shall not exceed \$20,000 without the prior approval of the District and mutual execution of a contract addendum.

If a coachee does not provide at least 24-hour notice to cancel an appointment, the District shall be charged for such scheduled appointment.

**Exhibit B**  
**Invoice Form**