



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 5, 2003

Motion 11698

Proposed No. 2003-0171.1

Sponsors Phillips and Hague

1 A MOTION approving specifications for the provision of
2 financial services, and authorizing the executive to seek bids
3 for provision of those services.
4
5

6 WHEREAS, K.C.C. chapter 4.14 requires that financial services be bid every five
7 years through a competitive process, and

8 WHEREAS, the King County executive has prepared an invitation to bid for King
9 County banking services and safekeeping services for October 1, 2003, through
10 September 30, 2008, and

11 WHEREAS, the King County council deems that the specifications provide for
12 services that are in the best interest of King County;

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

14 The specifications for financial services, substantially in the form attached to this

Motion 11698

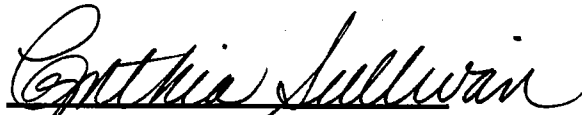
15 motion, are hereby approved and the King County executive is authorized to seek bids
16 from qualified financial institutions for the provision of those services.

17

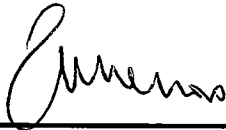
Motion 11698 was introduced on 4/21/2003 and passed by the Metropolitan King County Council on 5/5/2003, by the following vote:

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

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Banking Services - King County Finance and Business Operations Division, B. Safekeeping Services - King County Finance and Business Operations Division

DATE ISSUED: April 15, 2003

11698

REQUISITION #:

ATTACHMENT **A**

TITLE: **BANKING SERVICES - KING COUNTY FINANCE AND BUSINESS OPERATIONS DIVISION**

2003.171

Sealed bid proposals are hereby solicited and will be received only at the office of the King County Procurement and Contract Services Section in Room 871 of the Exchange Building, 821 Second Avenue, Seattle, Washington 98104 at any time between 8:30 A.M. and 4:30 P.M., Monday through Friday, but no later than 2:00 P.M. on Thursday, May 29, 2003 for the requirements specified herein in accordance with "King County Bidding Instructions and Purchase Contract Conditions" attached hereto. All bids received will be opened in public at the time and place stated above and all bidders and other interested persons are hereby invited to be present.

SUBMITTAL

The original and one (1) photocopy of this entire ITB document package shall be signed and submitted complete including the original and one (1) photocopy of the proposal data or attachments offered. Original shall be noted or stamped "original". Bidders shall use recycled and recyclable paper in the preparation of documents submitted with this proposal and both sides of paper sheets when possible.

PRE-BID CONFERENCE:

All bidders are invited to attend a pre-bid conference on Wednesday, May 7, 2003 at 10:00 a.m. at the King County Treasury Conference Room, Room 610, King County Administration Building, 500 4th Avenue, Seattle, Washington 98104

TERM SERVICE CONTRACT

Furnishing Banking services as requested by authorized King County personnel during the period from contract inception for five years, in accordance with the following and attached instructions, requirements, and specifications.

NOTE: INFORMATION WITHIN BORDERED AREA MUST BE COMPLETED AND SIGNED.

COMPANY		DELIVERY GUARANTEED		DAYS AFTER ORDER	
ADDRESS		PROMPT PAYMENT DISCOUNT TERMS			
CITY	FEDERAL TAX ID NUMBER	STATE	ZIPCODE	PHONE	
AUTHORIZED REPRESENTATIVE (TYPE OR PRINT)		TITLE	SIGNATURE		

11698

TABLE OF CONTENTS
Specifications for Banking Services 2003-2008

Page number

I. INTRODUCTION

- A. Definitions
- B. Background
- C. General Requirements
- D. Bid Calendar
- E. Terms and Conditions
- F. Evaluation Criteria

II. BANKING SERVICE REQUIREMENTS

- A. Account Maintenance
- B. Deposit Services
- C. Wire Transfer Services
- D. ACH Services
- E. Warrant Services
- F. Courier Services
- G. Negative Ledger Balances
- H. Contact Personnel
- I. Conversion Costs
- J. Other Services

NAME OF OFFEROR: _____

Bid No. _____

Page 3

11698

III. COMPENSATION AND BID EVALUATION

IV. EXHIBITS (listing)

11698**I. INTRODUCTION****A. Definitions**

1. **"Bank"**. The qualified public depository which is selected to provide banking services to the Manager.
2. **"Business Day"**. Any day on which the County is open for business.
3. **"Contract"**. The Banking Services Agreement.
4. **"King County Accounts"**. All accounts for which the Manager is responsible by statute, King County Charter or ordinance (including school and other Special Purpose District Accounts) and into which monies are deposited under the Contract; provided, however, that the Contract shall not be construed to be exclusive or preclude the Manager from obtaining services from any other bank.
5. **"Manager"**. The Treasury Manager of the Treasury Section, Financial and Business Operations Division, King County Finance Department of Executive Administration who, by King County Code 2.16.030.C and 4.20.020 is delegated the functions and duties of the statutory County Treasurer (Chapter 36.29 RCW). The Manager performs the functions of treasurer of the County and ex officio treasurer of all school and other special purpose districts within King County.
6. **"Proposal Documents"**. As referenced throughout this and the attached documents shall include all parts of this Invitation To Bid ("ITB"), plans, specifications, Contract forms, supplemental specifications, special provisions, Contracts, addenda, and any and all other parts of the ITB and the bank must follow the same in response to this ITB.
7. **"Special Purpose Districts"**. Those special purpose districts within King County (e.g. school, water, fire, sewer, hospital, etc.) whose funds are deposited with the Bank under the banking services agreement (hereinafter the "Contract").

B. Background

Chapter 4.14 of the King County Code requires King County (the "County") to acquire its banking services through a competitive process every five years. The Manager by way of this document solicits bids for the provision of banking services during the period October 1, 2003 through September 30, 2008.

C. General Requirements

1. **Locations within King County.** A proposer must be a federally or State of Washington chartered bank with branch banking facilities located within King County. If the headquarters office of the proposer is not located inside the County limits, branch banks of the proposer located within the County must be able to offer the full range of banking services required by this ITB. Any question as to whether a proposer meets this qualifying condition may be submitted to the Manager in writing prior to submission of a proposal. Branch banks in the major populated areas of King County are highly desirable to provide convenient deposit locations for King County facilities and other taxing districts. Exhibit C is a map of the King County Council Districts. Banks making bids must have, at the time the bid is made and must maintain during the course of the Contract, branches in at least nine of these districts.
2. **Public Deposit Protection Act.** A proposer must be in compliance with, at the time of bidding, and remain in compliance with, during the term of the Contract, all applicable federal, state and city laws, ordinances, rules and regulations (and all amendments) including but not limited to the Washington Public Deposit Protection Act (Chapter 193, Laws of 1969, First Ex. Session as amended, Chapter 39.58 RCW). It must be, and remain during the term of the Contract, a qualified public depository as defined in the Washington Public Deposit Protection Act with a capital structure sufficient to support the deposit of \$250 million by the Manager. A proposer must submit its latest public depositor's consolidated report of condition filed with the Washington Public Deposit Protection Commission as evidence of its ability to meet the capital structure requirements stated above. The bank selected to perform banking services for the Manager shall maintain a capital structure sufficient to support the Manager's deposits during the term of the Contract.
3. **Community Reinvestment Act (CRA) Rating.** A proposer must, at the time of bidding, have one of the top two CRA ratings (Satisfactory or Outstanding).

D. Bid Calendar

1. **April 15, 2003** - King County Procurement and Contract Services Section shall distribute Invitations To Bid to all interested banks.
2. **May 7, 2003, 10:00 A.M.** - Treasury Conference Room #610, King County Administration Building - A conference will be conducted with all interested banks to answer questions on the form and content of the Invitation To Bid. Attendance is strongly urged. If any changes to the specifications result, they will be reduced to writing and made available as addenda to these Proposal Documents to all banks who have received an Invitation To Bid. Participating banks will be asked to sign a receipt for the addenda to the Proposal Documents.
3. **May 29, 2003, 2:00 P.M.** - Bids will be due at this time. All bids received later than this time will be returned to the banks unopened. All bids must be submitted in sealed envelopes bearing on the outside the name of the bank, the bank's address, and the words "King County Banking Services." The bid must be signed in the name of the bank and must bear the signature of a person duly authorized to sign the bid and bind the bidder to its terms. Include the name, office address, and office telephone number of the bank representative qualified to answer questions which may arise during the review process.

4. **June 13, 2003** - The Manager will evaluate all bids which were received timely, but reserves the right to reject any and all bids in whole or, as to items identified as optional, in part, to waive any and all informalities, and to request clarification of minor and nonsubstantial items.
5. **June 27, 2003** - Award of Contract will take place on or before this date. It is expected that Contract execution will be within 30 days of the award.

E. Terms and Conditions

1. The banking services Contract entered into between the County and the Bank will be in substantially the form of the attached Form of Contract (attached as Exhibit B to the original ITB); provided the terms and conditions contained in the original ITB and any addenda thereto are incorporated into the Contract as if fully set forth therein.

In the event that the Bank to which the Contract is awarded does not implement the banking services Contract on October 1, 2003, or there is reasonable indication that the Bank is performing in such a way that implementation is not likely to occur on the scheduled date, the Manager may give notice to the Bank of intent to award the Contract(s) to the qualified bank with the next best bid or to call for new bids, and may proceed to act accordingly.

2. Statistics are contained in these Proposal Documents in order to provide as much information as possible to qualified banks. The information contained herein is, to the best of our knowledge, a true representation of historical experience, but the Manager is in no way representing that these statistics will hold true for the future. The volume levels represent consolidation of all King County Bank Accounts included in the County's current main banking relationship.
3. Banks shall thoroughly examine and be familiar with these specifications. The failure or omission of any proposer to receive or examine these documents shall in no way relieve any proposer of obligations with respect to these proposed documents or the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph.
4. Bidders are obligated to provide services at the indicated bid level for all King County bank accounts, including those of Special Purpose Districts, for the entire length of the Contract. Any new accounts opened during the Contract period will also be provided services at the bid prices.
5. **Hold Harmless and Indemnification**
6. **Insurance and Bond Requirements**
7. **Termination of Agreement**
 - a) **Termination of Agreement For Cause.** (See section 4 of the Contract attached as Exhibit B to the original ITB.)
 - b) **Termination for Convenience of County.** The County may terminate the Contract in whole or in part upon 30 days written notice to the Bank. In the event the Contract is terminated in whole or in part, payment will be made at the contract rate for services performed through the effective date of any such termination, which shall be the full and complete satisfaction of the Bank's claims.
8. **Venue and Choice of Law.** It is mutually agreed that the venue of any suit or action brought in connection with the Contract shall be the Superior Court of King County, Washington. The Contract shall be governed by the law of the State of Washington.

9. **Confidentiality.** The Bank, its officers, agents, and employees, shall maintain the confidentiality of all information provided by the County or acquired by the Bank in the performance of the Contract, except upon the prior written consent of the King County Treasury Section or pursuant to an order entered by a court after having acquired jurisdiction over the County. The Bank shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information
10. **Severability.** Should any provision of the Contract be declared unconstitutional, invalid, or void by a court of law, such decision shall not affect the validity or enforceability of the remaining provisions of the Contract.
11. **Captions.** The captions in this agreement are provided for the convenience of the parties and have no effect on the construction or interpretation of any part hereof.
12. **Community Reinvestment Performance.** During the term of the Contract, the Bank shall make affirmative efforts to reinvest its funds in the local community. To document its efforts, the Bank shall provide to the County the following:
 - a) documentation of the Bank's most current Community Reinvestment Act (CRA) rating, as determined by the Financial Institutions Examination Council (FIEC), and all subsequent ratings received by the Bank during the term of the Contract; and

- b) copies of the most recent FIEC's written evaluation of the Bank's CRA rating and any comments by the Bank or public which have been registered, and copies of all subsequent FIEC written evaluation and comments by the Bank or public which have been registered during the course of the Contract.

13. **Extent of Agreement.** The provisions in the Invitation To Bid and Contract represent the entire and integrated agreement between the County and Bank and supersede all prior agreements. The term of the Contract(s) is for five years from the date of October 1, 2003. However, the parties agree that the County shall have the option to extend the terms and conditions of the Contract beyond the expected expiration date of the Contract on a month-to-month basis. To exercise this option, the County shall notify the Bank of its intention to exercise its option 30 days prior to the expiration of the Contract and thereafter by the 20th day of each successive month the Contract is extended.

F. Evaluation Criteria

Bids received from qualifying banks must be responsive to all requirements delineated in the Proposal Documents. Responsive bids will be evaluated on the basis of the least cost to the County as determined by the manager (See V.C. below).

G. Bid Form

The Bid Form (Exhibit A) must be completed for a bid to receive consideration.

II. BANKING SERVICE REQUIREMENTS

A. Account Maintenance

The Manager presently maintains approximately 386 accounts with various branches of its current service bank. The Manager encourages Special Purpose Districts to maintain their accounts with the service bank, minimizing the number of accounts held at other financial institutions.

1. **Balance Information.** The Bank must make available an electronic file in BAI format, showing all detail of all accounts specified by the Manager by 7:00 A.M. the following business day. Time is of the essence and repeated failure to provide accurate and timely account balance information will be a substantial breach of the Contract. In situations where the account balances are not available by 6:00 A.M., the Manager will estimate such balances and place investments accordingly. King County uses the ProComm Plus software, version 4.8 to retrieve bank files and Sungard Treasury Systems Resource IQ2 software, version 2.0, to store the data. Currently the County receives activity information for 54 accounts, including the warrant accounts. The average file contains about 5,200 records.
2. **Zero Balance Accounts.** The Manager requires zero balance account capability for various deposit accounts. In the present banking arrangement, the Bank automatically transfers the ending balances of 84 accounts to the Main Account on a daily basis

Additionally, a zero balance account capability will be needed for the 27 warrant accounts. The Manager will establish a controlling account from which monies will be transferred daily to reimburse each warrant account for the warrants that have cleared. Each day the manager may or may not prefund this account by transferring from the main account an amount equal to the estimated warrants clearing that day. In the event that the balance in the controlling account remains negative at the end of the day, that balance will constitute a borrowing for which the

Manager will require a \$50 million line-of-credit, representing the estimated maximum amount of warrants that can clear on a single day. Exhibit H provides a schedule of the actual warrant clearances in 2002 while Exhibit D provides a schedule showing the actual borrowing.

3. **Bank Statement.** A General Account monthly bank statement with documentation supporting all entries on the statement is required. The statement must list all deposits and withdrawals to the General Account statement or a total amount may appear on that statement with a subsidiary statement provided which lists the detail. Monthly bank statements for accounts other than the General Account must be provided to each respective agency with documentation supporting all entries on the statement. Exhibit E consists of the current account statement.
4. **Multiple Deposit Locations.** A 'subaccount' capability for depository accounts is required. As an example, for the single King County Parks Department zero balance account, we will require daily deposit information for each park, pool, activity center or playfield (approximately 30 revenue centers). The total direct transfer amounts by individual revenue center (subaccount) must be provided to the Manager as part of the BAI file.
5. **Other Accounts.** King County, its agencies, and its special purpose districts will maintain other groups of accounts. These will include:

Warrant accounts: The primary disbursement mechanism for the County and its agencies and districts will remain the warrant. The County currently has 27 warrant accounts. These accounts cannot accept electronic disbursements of any kind. It is expected that the bank will be able to block ACH debits from being charged to these accounts.

Revolving: These accounts include petty cash and other miscellaneous reimbursable accounts.

Direct deposit: The County currently has 35 accounts used for processing of direct deposit of payroll.

Trust: The County uses these accounts to hold various monies in trust primarily involving the District Courts.

6. **Account Analysis.** The Bank shall provide the Manager with an account analysis within 20 days after the end of the month. The analysis must detail all activity levels and charges for all accounts covered by this Contract. Any activity information that is not part of the Bank's standard account analysis, e.g. balance reporting charges and ACH activity, must be provided in a supplemental report format. The account analysis must be presented both in a hard copy report format as well as in an Excel spreadsheet format. Exhibit F consists of the current account analysis.

The monthly account analysis must include a consolidated report summary that shows the total activity levels and charges for all King County bank accounts. The Bank must provide sufficient documentation for all activity charges and the manager will make the sole determination of whether adequate information has been provided. The Manager, County Auditor and State Auditor and representatives and third parties authorized by the Manager, County Auditor and State Auditor, shall have the right to examine any records that support the monthly analysis. Exhibit G provides an example of a recent account summary.

The Bank must provide the capability of dividing the account analysis into separate subdivisions representing various individual districts or group of districts. Currently, the County has

established 16 separate subdivisions. A summary report of costs must be provided for all subdivisions.

7. **Record Retention.** The Bank shall retain all records related to the performance of this Contract for the period required by law. The Manager and representatives and third parties authorized by the Manager shall have the right to examine these records during this period.
8. **Float Analysis.** The Bank shall provide the Manager with monthly float analysis reports which include availability and end point analysis summaries.

B. Deposit Services

The Manager will take steps necessary to facilitate the quickest possible collection of deposits. At peak tax collection periods of April and October, the Manager will segregate checks received at the Treasury Section and drawn upon major local banks and deposit them directly to those banks. Currently King County deposits directly to Key Bank, Bank of America, and U.S. Bank. Daily Wire transfers of these deposits from the other accounts will be made to the General Account.

During the two property tax collection periods (April and October), the County makes early morning deposits that are processed through the Seattle Clearing House. The majority of all checks deposited by the King County Finance and Business Operations Division will be MICR encoded. The County's current service provider researches all adjustments related to MICR encoding errors regardless of the amount of time between deposit and adjustment.

In addition to the deposits made by the Manager and those made into zero balance accounts described in II.A. above, several County agencies and Special Purpose Districts deposit amounts into accounts at other local banks and subsequently transfer these amounts to the General Account.

It is expected that the Bank will provide timely and professional handling of deposit services for all accounts included within this Contract at all branch locations. In any instance where the Manager has determined that this has not occurred, the Bank will timely meet with the Manager and outline a corrective plan of action.

In determining the King County accounts' collected balances, the Bank will provide the actual funds availability which will be at least as favorable to the Manager as that shown in the Bank's most recent availability schedule.

The Bank shall include all deposits received at its main vault by 6:00 P.M. in the determination of the King County accounts' ledger balances for the same day. The Bank shall similarly give same day ledger credit for amounts deposited at any of its branches by closing time of that branch's latest opened staffed facility. Cash deposits for the General Account are sent to the Bank by armored car at County expense.

The Bank must include on the bid form the latest time that MICR encoded deposits will be accepted at its operations center for same day credit.

The County and many of its agencies currently uses canvas deposit bags for most of the deposits made. The bank must disclose whether canvas bags continue to be a deposit option and, if not, provide the least cost alternative to the County and its agencies.

C. Wire Transfer Services

The Bank will be required to maintain wire transfer facilities to the Federal Reserve Bank. The Bank

must provide Internet capability to initiate outgoing transfers and receive data on incoming wire transfers. The Bank must also provide a reliable backup in the event of computer system problems or other unexpected events.

The Bank will assure that, except in cases of wire service malfunction or receiving bank system failure, outgoing wires sent pursuant to timely and correct wire instructions by the Manager are received by close of business at the wire destination. The Bank shall specify on the Bid Form the latest time of day or times of day when it can receive wiring instructions and assure that wires are received by the close of business at the wire destination. Incoming wires must be credited to the Manager as of the date the Bank receives credit. It is expected that the Bank will initiate wire transfers even in the event that such transfers might cause a daylight overdraft.

D. ACH Services

The service bank will provide Automated Clearing House (ACH), transfer capability, via FTP, modem, and Internet. Currently, 35 bank accounts are maintained for the provision of direct deposit of payroll for 71 districts. It is likely that other direct deposit accounts will be opened during the term of contract. In the case of the County's direct deposit, the current practice is to have the Bank dial in and retrieve the file from the County.

In addition, the Manager currently transmits daily via modem a file of ACH transactions. The historical deadline has been 4:15 P.M.

The County is accustomed to receiving each day a hard copy report via fax providing detailed information related to ACH credits.

E. Warrant Services

There are presently 27 County and Special Purpose District accounts on which warrants are issued. Additional warrant accounts could be established during the term of the contract.

- 1) The Bank will accept all warrants issued on these accounts (except as may be specified by the Bank in its bid form in response to item IV.D. below) and provide the Manager with the total amount received for each account by 6:00 A.M. on the following banking day. See Exhibit H for daily warrant redemptions by dollar amount by day of bank's acceptance. The Bank agrees to present warrants drawn on King County Accounts only according to the terms of the Contract.
- 2) In order to meet the County's requirement for warrant processing, the Bank will hold warrants for one day before presentation to the County. On the banking day following acceptance, the Bank will present the warrants to the Manager who will determine if they are to be paid, designated as 'interest bearing' and returned to the Bank, or returned to the Bank for any of the reasons cited in F.7 below. The Bank may elect, at any time during the Contract term, to designate the Manager as its safekeeping agent for the purpose of holding interest bearing warrants until redeemed by the Manager.
- 3) In order for the Manager to determine whether or not to pay warrants on the date presented, the Bank will be required to provide to the Manager:
 - a) *By 10:00 A.M., on the second day following bank acceptance, warrants sorted by MICR document number within MICR account number.;*
 - b) *By 10:00 A.M. on the day following bank acceptance, an Automated Reconciliation Plan (ARP) report listing the warrants, by account, by 10:00 A.M. The County is currently using Key Bank's ARP (See Exhibit I); and*

- c) *By 6:00 A.M. on the day following bank acceptance, a direct file transmission, or any other means approved by the Treasury Manager, of warrant paid data for input into the County's Warrant Reconciliation System. The current business practice is to have the Bank dial in and provide this file to the County.*

The total dollar amounts or warrants on these three items must agree (except for missing warrants as covered in paragraph 7, below). Time is of the essence, and failure to provide these three items when specified may result in the Manager's inability to redeem warrants presented.

4. On the day of warrant presentment to the Manager, the Manager will transfer from the General Account to the Bank any warrant interest due the Bank from interest bearing warrants redeemed on that day. Warrants drawn on each fund will be redeemed in chronological order of presentation with the oldest interest bearing warrants being redeemed first. Warrant interest paid to the Bank will be based upon the warrant interest rate bid by the Bank on the Bid Form.

Note: The occurrence of interest bearing warrants should be inadvertent. The Manager will encourage any Special Purpose District with such warrants outstanding for over one week to obtain funds in another manner.

5. If any warrant is not redeemed by the Manager for want of funds in the fund on which it was drawn, the Bank shall credit the General Account in the amount of such unredeemed warrant as of the day of its presentation to the Manager.
6. The Bank will accept from the Manager and return to the endorser all stopped, voided, and canceled warrants, and will give the County credit for payments made on such warrants. The Bank will also give the County credit for warrants for which the Manager has no record of issue provided the Manager returns such warrants for credit by the time specified by the Bank. The Bank will accept, return and give credit for forged warrants whenever returned with a certification of forgery following mutual reasonable investigation and verification of forgery by the Manager and Bank.
7. The Bank will indemnify the Manager, the County and the appropriate Special Purpose District for any claim for payment made against them by the payee of a warrant drawn on any King County Account that satisfies the following conditions:
- a) That the warrant giving rise to the claim and photocopy are missing;
 - b) That the warrant giving rise to the claim is listed on an Automatic Account Reconciliation printout previously presented to the Manager and for which the Manager has paid the Bank in an amount including the missing warrant;
 - c) The Bank is unable to provide sufficient evidence, of whatever nature, that the missing warrant was cashed or otherwise negotiated and presented to the Bank for payment; and
 - d) The County's warrant records have not been tampered with, destroyed, or otherwise impaired.

In all cases, Bank liability shall be limited to the amount of the missing warrant or warrants and the Bank shall have no liability unless the Manager notifies the Bank of such a claim within three (3) years from the date on which the warrant giving rise to the claim was issued.

F. Courier Service

The Bank will provide courier service to and from the Manager's office a minimum of one time each working day at a time mutually agreeable for pickup and/or delivery of magnetic tapes, warrants, and other essential documents.

G. Negative Balances

1. Although it is the intent of the Manager to maintain positive ledger balances, there may be closing ledger balances that are negative in the General Account. The Manager agrees to pay the Bank interest on any negative monthly average collected balance as shown on the consolidated account analysis inclusive of all County balances. Interest will be paid at the rate bid by the Bank. The 2002 daily collected balances for the County's general account is shown in Exhibit J.

The Manager conducts an aggressive investment program, attempting to maximize the investable balances as much as possible. To this end the Manger opts to leave the consolidated bank accounts' balance as close to zero as possible. Often this is achieved by allowing the ledger balance in the main bank account to go negative.

2. The foregoing paragraph will not apply if the negative ledger balances were the result of an error or omission on the part of the Bank, and in such cases, the Bank will correct the error with appropriate value given to the Manager's account.

H. Contact Personnel

The Bank shall provide and maintain a current list of Bank personnel who will be available to answer questions or provide information pertaining to all services or related transactions including, but not limited to:

- Monthly statement and charges
- Deposit float analysis
- Wire Transfers
- Account establishment and maintenance
- Warrant processing
- ACH services

The list will be provided to the Manager within 30 days of the Contract award. The Bank will revise the list whenever any change of personnel occurs.

I. Conversion

The Bank will formulate an implementation schedule and provide that schedule to the Manager within 30 days of the award of contract. It is expected that a general introductory meeting will be held between the Bank and appropriate County personnel will be conducted no later than September 1, 2003. The Bank is expected to provide for the creation of approximately 1,500 endorsement stamps which it is estimated will be needed by various County departments, agencies, and special purpose districts.

J. Other Services

In response to this ITB, other services or innovative approaches which the Bank believes would be of benefit to the County may be proposed together with any associated charges and quantified monthly

benefits to the County. The Manager, at his or her option, may accept a bid for basic banking services only or for basic banking services plus any or all of these other services offered by the Bank.

III. COMPENSATION AND BID EVALUATION

- A. It is the Manager's intent to pay for services provided by the Bank on a monthly direct payment basis after taking into consideration earnings on collected balances. The rates for these earnings will be as bid by the Bank.

If the contractually determined earnings on the collected balances maintained by the Manager for a given service month are insufficient to offset the monthly service charge, the Manager shall pay the Bank the remainder of the charges within 30 days after receipt of the monthly statement of itemized services required by Section II.A.6. of this ITB or with the concurrence of the Bank, the deficit shall be carried forward to the following month. If the contractually determined earnings on the collected balances maintained by the Manager exceed the monthly service charge, the excess shall be carried forward and credited against the following month's service charges except at the termination of the Contract when the Bank will pay the Manager any accumulated excess.

- B. The service charge will be computed by the Bank and presented to the Manager within 20 days after the end of each month. This charge will be based upon the services used in the service month at the rates as bid by the Bank.
- C. In determining the cost of services for bid evaluation purposes, the Manager will use the rates and formulas as bid by the Bank on the Bid Form for the services and assumed annual volumes listed below.

a) Service Charges

<u>Descriptions</u>	<u>Assumed Annual Volume</u>
GENERAL ACCOUNT SERVICES	
Analysis Fee	18
Accounts	380
FDIC Insurance (Per \$1000)	34,500,000
ZBA Concentration Accounts	4
ZBA Subsidiary Accounts	110
Federal Tax Payments	310
Photocopy Request	1,973
DDA Statement Special Cut	565

DEPOSITORY SERVICES

Cash Deposited	114,499
Check Chargebacks	9,093
Coin Roll Out / In	55,580
Courier Charge	12
Currency Strap In	1,107
Currency Strap Out	37,586
Deposit Error	1,028
Deposit Quality Charge	837
Deposit Quality Charge MICR	32
Deposits	137,371
Local Items Unencoded	2,266,610
Local Items Pre-encoded	1,116,893
Non-Local Items Unencoded	400,918
Non-Local Items Pre-encoded	165,980
Night Bags	542
Night Bags – Cash Deposited	5,000,000
Night Bags Depad	29
Night Bag With Receipt	90
Night Depository	10,154
Cash (Over the Counter)	4,816,732
Redeposit Returned Items	11,233
Vault Deposit Adjustment	696
Vault Deposit Cash	72,000,000
Vault Order Auto	4,550
Vault Coin Box Out	559
Vault Currency Strap In	174,337
Vault Deposit Envelope Balance	33
Vault Deposit In	32,383
Vault Incoming Coin Box	899

PAPER DISBURSEMENT SERVICES

Check Quality Charges	6,694
Checks Paid	1,164,453
Overdraft Fees	14
Stop Payments	345
ARP Deposit Minimum	248
ARP Deposit Reconciliation Items	1,093,408
ARP Reconciliation	57
ARP Fax Charge	440

ACH SERVICES

Notification of Change	1,787
Credit Items	816,265
Debit Items	58,074
Data Transmissions	668
ACH Maintenance	500
ACH Minimum Per	309
CRR Admin	12
CRR Paper Report	251
Electronic Checks	603
Electronic Debit Blocking Setup	1
Electronic Debit Maintenance	29
ACH Batches	17
ACH Returns	325
Late Files	92
Paper Exception Reports	1,075

EDI PAYMENT SERVICES

EDI Monthly Fee	1
EDI Remittance & Fax Charge	137
EDI Report Per Page	179

. EDI Report (via Internet)

8

WIRE AND FUNDS TRANSFERS

Automated Incoming (repetitive)

353

Automated Outgoing (repetitive)

464

Automated Outgoing (non-repetitive)

129

Internal Transfers (repetitive)

122

Internet Book transfers

202

International Wire (repetitive)

2

International Wire (non-repetitive)

49

Incoming Wire Phone Calls

31

Wire Mail Advice

102

INFORMATION SERVICES

BAI Items

1,122,073

BAI Accounts

55

BAI Transmission

250

Internet Account Management

5

Internet ACH Base Fee

8

Internet ACH Car Report

8

Internet DDA Statement

11

Internet Intraday Items

148

Internet Intraday Reporting

8

Internet IR Maintenance

1,057

Internet Previous Day Reporting

89

Internet Previous Day Items

121,489

Internet Return Item Report

8

Internet Wire Maintenance

1

Intraday Items

1,677

b) *Negative Collected Balance Charges*

This charge will be based upon the fixed or variable rate bid by the Bank and will be charged only if the average monthly collected balance, as shown on the consolidated account analysis for all accounts, is negative. For bid evaluation purposes, the "negative collected balance charge" will not be considered by the Manager in determining least cost to the County.

c) *Earnings on Collected Balances*

The above monthly charges will be offset by any earnings on collected balances maintained by the Manager in accordance with the formula and rate bid by the Bank. A one million dollar average monthly collected balance will be assumed.

d) *Line-Of-Credit*

The line-of-credit borrowing rate will be applied against the negative balance in the controlling warrant account, which will correspond to the total warrants cleared for all warrant accounts each day. The Manager may use the line-of-credit to control balances in the general account.

D. Warrant Interest Rate

This is the rate or rates of interest to be charged by the Bank for warrants issued on King County Accounts which the Manager designates as interest bearing warrant(s). The Bank must specify the rate and any dollar, time or other limitations on interest bearing warrants which can be held by the Bank for individual funds, districts or in total and what actions it proposes to take should these limitations prevent the Bank from holding any interest bearing warrant. Such actions must include a good faith effort to cooperate with the Manager in arranging for another financial institution to hold the warrant(s). Financial reports on the districts issuing warrants will be available for review in the Financial Management Division of the Finance Department.

For bid evaluation purposes, "warrant interest rate(s)" will not be considered by the Manager in determining least cost to the County.

E. Daylight Overdraft

The Bank will describe its policy towards charging customers for any daylight overdraft situation. If the Bank charges for transactions creating an overdraft, the Bank must disclose the basis for any charges. Additionally, the Bank must disclose the effect its policy will have on the release of outgoing wire transfers.

F. Other services

A net monthly cost of any "other services" selected by the Manager will be determined by subtracting from the proposed monthly fees for the service the Manager's estimate of the monthly benefit to the County of the service.

G. Conditional Bids

If a bidder specifies any conditions or limitations on any of the services (required or optional) that it proposes, the Manager reserves the right to 1) reject the conditional bid or 2) to determine the cost associated with each condition or limitation and add that cost to the Bank's bid. A sample completed

Bid Form is included as Exhibit K for information purposes only.

- H. Employment**
- I. Recycled/Recyclable Products**
- J. Termination of the Contract**

The parties understand that after the termination of the Contract, some work related to the performance of the Contract will inevitably occur. The parties agree that the Bank will be compensated for all post-contract termination work performed related to the Contract on the same basis as pre-Contract termination work.

K. EXHIBITS

- | | |
|-----------------------------|---|
| A. Bid Form | G. Account Summary |
| B. Form of Contract | H. Daily Warrant Redemptions |
| C. County Council Districts | I. Automated Reconciliation Plan |
| D. Daily Warrant Borrowings | J. Daily Collected Balance - Main Account |
| E. Daily Bank Statement | K. Sample Bid Form |
| F. Monthly Account Analysis | L. County Council Motion |

KING COUNTY BANKING SERVICES BID FORM

Qualifications

1. Bank by signature below certifies that it is a Washington State qualified public depository as defined in RCW 39.58.010 with eligible capital structure to support Manager deposits of at least \$250 million. Attach Consolidated Report of Condition as of December 31, 2002, filed with the Public Deposit Protection Commission.
2. Bank by signature below certifies that it is not and will not, during the term of the contract, be in violation of any applicable state, federal or local law including, but not limited to, labor employment standards and employment discrimination laws.
3. Bank by signature below certifies that it currently has branch bank facilities in at least nine King County Council districts and a full service office in King County and that it will continue to do so during the term of the contract.
4. Bank by signature below certifies that it has a Community Reinvestment Act (CRA) rating of either Satisfactory or Outstanding.

Responsiveness

Having carefully examined the Invitation to Bid, and being familiar with all conditions and requirements surrounding the required services, the undersigned hereby proposed to furnish all requirements in accordance with the Bid Documents within the times set forth and at the prices stated below.

Wire Mail Advice

	Item
--	------

INFORMATION SERVICES

- BAI Items
- BAI Accounts
- BAI Transmission
- Internet Account Management
- Internet ACH Base Fee
- Internet ACH Care Report
- Internet DDA Statement
- Internet Intraday Items
- Internet Intraday Reporting
- Internet IR Maintenance
- Internet Previous Day Reporting
- Internet Previous Day Items
- Internet Return Item Report
- Internet Wire Maintenance
- Intraday Items

	Item
	Item
	Item
	Item
	Item
	Item
	Item
	Item
	Item
	Item
	Item
	Item
	Item
	Item
	Item

OTHER SERVICES (LIST):

2. Negative Collected Balance Rate
(This rate is charged only if the average collected balance for all accounts is negative.)

3. (a) Collected Balance Earnings Rate

(b) Net Collected Balance Formula

4. Warrant Line-of-Credit Interest Rate

5. Interest Bearing Warrant Rate
(Specify any limitations)

DEADLINES:

1. Latest time of day when the bank can received domestic wiring instructions and assure wires are received by the close of business at the wire destination:

2. Latest time of day when the bank can receive an ACH file for enabling next day settlement of ACH transactions:

3. Latest time of day that bank will accept MICR encoded deposits at its operations center for same day processing:

4. Latest time of day that bank will accept deposits at branch locations for same day credit:

5. Latest time of day that bank will accept deposits for processing through the Seattle Clearinghouse:

NAME OF BANK _____

Signature of Authorized Official _____

Name of Authorized Official _____

Office Address _____

Telephone Number _____

If different from above, person qualified to answer questions about this bid:

Name _____

Title _____

Office Address _____

Telephone Number _____

CONTRACT NO. _____ DEPARTMENT _____
 FEDERAL TAXPAYER I.D. _____ CONTRACTOR _____
 SERVICES PROVIDED _____
 AMOUNT \$ _____ FUND SOURCE _____
 DURATION _____ TO _____

CONTRACT FOR MISCELLANEOUS SERVICES - 2003

THIS CONTRACT is entered into by **KING COUNTY** (the "County"), and _____ (the "Contractor"), whose address is _____

The County is undertaking certain activities related to _____, and _____

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

<input type="checkbox"/>	<u>Scope of Services</u>	Attached hereto as Exhibit	<u>A</u>
<input type="checkbox"/>	<u>RFP No.</u>	Attached hereto as Exhibit	<u>B</u>
<input type="checkbox"/>	<u>Response to RFP</u>	Attached hereto as Exhibit	<u>C</u>
<input type="checkbox"/>	<u>Personnel Inventory Report (K.C.C. 12.16)</u>	Attached hereto as Exhibit	<u>D</u>
<input type="checkbox"/>	<u>Affidavit of Compliance (K.C.C. 12.16)</u>	Attached hereto as Exhibit	<u>E</u>
<input type="checkbox"/>	<u>Disability Assurance of Compliance/Section 504</u>	Attached hereto as Exhibit	<u>F</u>
<input type="checkbox"/>	<u>Statement of Compliance (K.C.C 12.16)</u>	Attached hereto as Exhibit	<u>G</u>
<input type="checkbox"/>	<u>Certificate(s) of Insurance and Policy Endorsement</u>	Attached hereto as Exhibit	<u>H</u>
<input type="checkbox"/>	<u>Waiver (if applicable)</u>	Attached hereto as Exhibit	<u>J</u>
<input type="checkbox"/>	_____	Attached hereto as Exhibit	_____
<input type="checkbox"/>	_____	Attached hereto as Exhibit	_____
<input type="checkbox"/>	_____	Attached hereto as Exhibit	_____

II. DURATION OF CONTRACT

This Contract shall commence on the _____ day of _____, 2003, and shall terminate on the _____ day of _____, _____, 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 Contractor for satisfactory completion of the services and requirements specified in this Contract in an amount not to exceed \$ _____, payable in the following manner:

B. The Contractor 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 Contractor to submit the final invoice and required documents will relieve the County from any and all liability for payment to the Contractor for the amount set forth in such invoice or any subsequent invoice.

C. If the Contractor 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 Contractor 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 Contractor ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.

B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

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

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the

Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

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

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.

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

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

V. MAINTENANCE OF RECORDS

- A. The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.
- D. The Contractor agrees to cooperate with the County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Contractor received a total of \$300,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply

with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Contractors receiving federal funds from more than one County department or division shall be responsible for determining if the combined financial assistance is equal to or greater than \$300,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year.

VI. CORRECTIVE ACTION

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

- A. The County will notify the Contractor in writing of the nature of the breach;
- B. The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Subsections A, B, C, and D.

VII. ASSIGNMENT/SUBCONTRACTING

- A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a Sub-contractor or between Sub-contractors that is based on this Contract, provided that the term

"subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

VIII. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, and/or agents. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor fees, and costs incurred to enforce the provisions of this section.

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

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

IX. INSURANCE REQUIREMENTS

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

For All Coverages:

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

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

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

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

B. Minimum Scope Of Insurance

Coverage shall be at least as broad as:

1. General Liability:

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering **COMMERCIAL GENERAL LIABILITY** 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. "Professional Services", for the purpose of this Contract section shall mean any services provided by a licensed professional.

3. Automobile Liability:

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

4. Workers' Compensation:

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

5. Employers Liability or "Stop-Gap":

The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

1. General Liability: \$ _____ combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$ _____ aggregate limit.
2. Professional Liability, Errors and Omissions: \$ _____
3. Automobile Liability: \$ _____ combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation: Statutory requirements of the State of residency.
5. Employers' Liability or "Stop Gap" coverage: \$ _____

D. Deductibles and Self-Insured Retentions

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

E. Other Insurance Provisions

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

1. General and Automobile Liability Policy(s):
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract.

- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
- c. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies:

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

F. Acceptability of Insurers

Unless otherwise accepted by the County:

Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VII.

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 Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Verification of Coverage

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

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

H. Sub-contractors

The Contractor shall include all sub-contractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements from each sub-

contractor. Insurance coverages provided by sub-contractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

X. CONFLICT OF INTEREST

The selected contractor agrees to the conditions of King County Code 3.04.120. King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. 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

XI. PART 1 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Nondiscrimination in Employment and Provision of Services. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 and 12.17 is incorporated herein by reference, and such requirements shall apply to this Contract.
- B. Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- C. Compliance with Laws and Regulations. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, the American with Disabilities Act and the Restoration Act of 1987. The Contractor shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- D. Small Business and Minority and Women Business Enterprises Opportunities - King County encourages the Contractor to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises ("M/WBEs") in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Using the services of available community organizations, Contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
7. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at (360) 753-9693.

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

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
 2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 3. Utilizing the services of available community organizations, Contractor groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
- E. **Equal Employment Opportunity.** The Contractor will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
- F. **Fair Employment Practices.** King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:

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

information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

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

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

XII. PART 2 - REQUIRED SUBMITTALS

- A. Required Submittals Prior to Contract Execution. All Contractors 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:

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

1. An Affidavit and Certificate of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.A 504/ADA Disability Assurance of Compliance in accordance with Section XIII of this contract, on the form provided by the County.

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:

2. A Personnel Inventory Report on the form provided by the County.
3. An Affidavit and Certificate of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
4. If required, a Statement of Compliance - Union or Employee Agency Statement with King County Code Chapter 12.16

Assistance with requirements 2, 3 and 4 of this Section, and copies of Chapters 12.16, 12.17 and 12.18, are available by contacting the King County Office of Business Relations and Economic Development (OBRED) at the address below. Please include the contract number in all correspondence.

Office of Business Relations and Economic Development
Business Development & Contract Compliance Section
516 Third Avenue, Mail Stop: KCC-EX-0402
Seattle, WA 98104-3271
Phone: (206) 205-0700

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 / 263-4267

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 Contractor has complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract); and has evaluated its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act ("ADA"). The Contractor shall 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 Contractor 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, Contractors are required to use recycled and recyclable products, and both sides of paper sheets for printed and photocopied materials, whenever practicable, in fulfilling contractual obligations to the County.

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 Contractor considers any portion of the items delivered to King County to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for

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

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

Contractor

Name (Please type or print)

Name (Please type or print)

Address

Address

City, State, Zip Code

City, State, Zip Code

()

()

Telephone number

Telephone number

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.

COUNTY:

CONTRACTOR:

FOR

Signature - King County Executive

Signature

11698

EXHIBIT B
Page 15 of 15

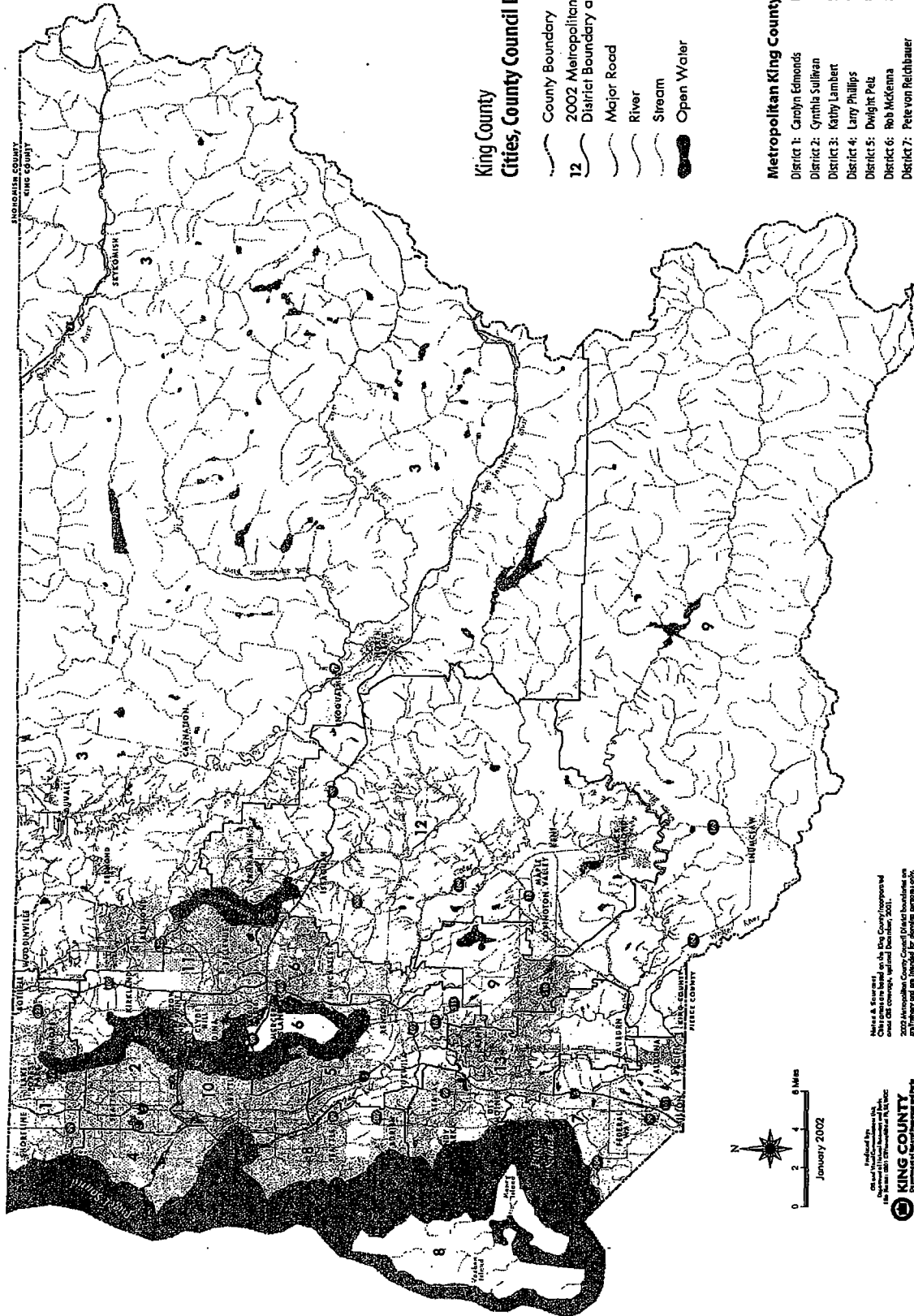
Date

Name (Please type or print)

Title (Please type or print)

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

Date



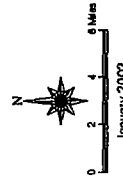
King County Cities, County Council Districts

- County Boundary
- 2002 Metropolitan Council District Boundary and Number
- Major Road
- River
- Stream
- Open Water

Metropolitan King County Council Members

- District 1: Carolyn Edmonds
- District 2: Cynthia Sullivan
- District 3: Kathy Lambert
- District 4: Larry Phillips
- District 5: Dwight Pez
- District 6: Rob McKenna
- District 7: Peter von Reichbauer
- District 8: Dow Constantine
- District 9: Kent Pullen
- District 10: Larry Gossett
- District 11: Jane Hague
- District 12: David Ions
- District 13: Julia Patterson

Map is derived from the King County Geographic Information System (GIS) data as of January 2002. District boundaries are shown as dashed lines. Major roads are shown as solid lines. Rivers, streams, and open water are shown as shaded areas.



Produced by:
KING COUNTY
Department of Planning and Development Services

King County
Daily Warrant Clearings
2002

Mth/Day	January	February	March	April	May	June	July	August	September	October	November	December
1	14,186,084	14,977,028	18,393,416	14,993,347	22,573,670	15,320,823	18,001,643	10,868,408	13,969,708	15,683,482	14,887,433	11,749,964
2	14,948,645	17,793,998	12,779,846	16,053,891	10,805,883	16,690,393	15,402,119	16,450,402	12,197,759	13,871,457	12,385,133	7,055,646
3	15,870,572	20,939,967	23,503,740	8,410,874	19,316,838	13,440,156	10,948,818	12,793,346	12,687,659	11,980,117	10,531,822	9,374,056
4	12,023,308	13,955,630	12,138,263	8,217,575	16,259,681	10,109,373	10,948,071	8,786,693	13,621,554	8,562,128	9,412,133	13,458,301
5	13,359,741	12,264,251	7,501,756	5,091,007	9,789,701	11,284,371	13,278,571	5,820,413	8,334,330	7,658,974	10,946,853	6,524,603
6	13,111,923	6,527,870	4,829,649	15,146,694	9,758,076	12,951,700	10,216,185	13,621,554	10,726,038	11,575,766	6,922,910	8,837,172
7	11,071,893	6,473,119	10,312,948	9,233,111	11,359,491	8,543,546	11,654,023	11,250,233	11,276,250	10,758,034	9,354,336	12,100,512
8	9,011,175	9,011,306	5,091,007	9,290,219	13,589,138	9,152,751	12,250,491	11,863,336	10,727,335	11,550,813	12,539,071	7,947,271
9	9,952,398	14,839,989	11,871,092	6,560,497	8,154,728	10,829,280	14,069,850	6,973,117	10,586,133	10,460,080	12,598,190	8,547,960
10	9,952,398	7,213,293	8,011,187	9,549,670	7,448,243	7,901,104	7,925,864	8,965,480	8,783,500	12,404,903	9,643,896	10,946,853
11	14,308,524	6,365,566	6,405,533	11,359,491	8,543,546	11,137,685	8,905,051	9,550,702	11,340,492	8,523,241	7,453,721	12,539,071
12	9,931,199	9,504,446	10,468,635	12,738,588	9,370,298	11,654,023	11,250,233	6,491,854	10,727,335	10,758,034	9,354,336	12,100,512
13	11,030,447	14,984,672	7,564,158	14,084,672	7,564,158	12,250,491	11,863,336	11,276,250	16,952,848	10,727,335	11,550,813	10,575,951
14	9,309,768	10,729,770	9,967,101	11,137,685	8,905,051	11,137,685	8,905,051	12,086,296	10,727,335	11,550,813	12,598,190	8,547,960
15	11,805,099	14,861,868	8,201,021	14,069,850	6,973,117	14,069,850	6,973,117	13,566,400	8,783,500	12,404,903	9,643,896	10,946,853
16	14,948,290	15,718,974	7,771,312	10,915,840	13,004,704	10,915,840	13,004,704	11,614,186	11,340,492	8,523,241	7,453,721	12,539,071
17	13,878,930	8,238,404	15,730,307	6,484,393	11,614,186	6,484,393	11,614,186	12,086,296	11,340,492	9,414,612	15,174,089	8,837,172
18	12,917,115	5,248,642	11,363,634	6,827,850	12,086,296	6,827,850	12,086,296	6,328,117	7,912,697	8,127,383	8,127,383	13,691,598
19	15,945,373	7,899,341	8,520,350	16,374,344	5,131,792	14,008,289	6,328,117	15,442,736	9,517,756	11,049,615	13,064,408	13,691,598
20	14,448,411	11,054,284	5,547,957	11,054,284	5,547,957	15,442,736	9,517,756	7,755,194	8,441,742	9,208,498	11,195,720	18,908,571
21	8,483,316	6,584,891	7,006,451	6,584,891	7,006,451	17,591,651	9,237,697	8,441,742	7,020,663	11,272,105	5,482,901	18,908,571
22	7,978,095	11,038,047	9,739,426	7,457,729	9,423,827	8,312,688	8,312,688	10,778,631	7,666,312	11,370,096	12,554,147	10,540,199
23	9,229,137	11,800,735	10,326,836	7,681,651	8,793,762	7,681,651	8,793,762	9,562,599	7,666,312	11,370,096	11,272,105	5,482,901
24	8,146,668	7,304,082	8,160,367	8,160,367	8,160,367	8,160,367	8,160,367	4,982,244	11,370,096	11,370,096	11,370,096	11,370,096
25	10,196,389	10,609,808	6,166,652	13,156,153	14,823,927	13,156,153	14,823,927	5,915,444	11,158,751	9,781,958	10,209,738	10,540,199
26	13,933,425	13,429,306	12,637,889	10,526,543	11,158,751	11,158,751	11,158,751	11,565,436	14,134,390	8,432,435	10,586,649	13,906,369
27	8,371,923	12,100,782	10,160,682	14,537,695	12,246,158	12,246,158	12,246,158	10,036,053	10,815,213	11,205,895	11,016,355	10,401,461
28	9,759,111	14,537,695	14,537,695	14,537,695	14,537,695	14,537,695	14,537,695	10,036,053	10,815,213	11,205,895	11,016,355	10,401,461
29	11,452,490	10,999,662	10,556,896	11,163,304	10,754,221	11,217,329	12,188,613	10,036,053	10,815,213	11,205,895	11,016,355	10,401,461
30	11,452,490	10,999,662	10,556,896	11,163,304	10,754,221	11,217,329	12,188,613	10,036,053	10,815,213	11,205,895	11,016,355	10,401,461
31	11,452,490	10,999,662	10,556,896	11,163,304	10,754,221	11,217,329	12,188,613	10,036,053	10,815,213	11,205,895	11,016,355	10,401,461
Average	11,452,490	10,999,662	10,556,896	11,163,304	10,754,221	11,217,329	12,188,613	10,036,053	10,815,213	11,205,895	11,016,355	10,401,461

11698



KeyBank
P.O. Box 22114
Albany, NY 12201-2114

Public Sector Statement
January 31, 2003
page 1 of 43

1652710

6 B 0163 00006 R EM B1
KING COUNTY TREASURY DIVISION
ATTN CHERYL SCHMIT
500 4TH AVE SUITE 613
SEATTLE WA 98104-2364

Questions or comments?
Call our Key Business Resource Center
1-888-KEY4BIZ (1-888-539-4249)

Key Public Checking 1652710

~~KING COUNTY TREASURY DIVISION~~
ATTN CHERYL SCHMIT

Beginning balance 12-31-02	\$14,647,930.40
1540 Additions	+ 950,394,375.73
421 Subtractions	- 958,582,819.94
Ending balance 1-31-03	\$6,459,486.19

Additions	Deposits	Date	Serial #	Source	
		1-2		Customer Deposit	\$10.60
		1-2		Customer Deposit	345.00
		1-2		Customer Deposit	673.20
		1-2		Customer Deposit	1,404.00
		1-2		Customer Deposit	4,647.00
		1-2		Customer Deposit	22,181.36
		1-2		Direct Deposit, Eftps - Chicago Reversal	31,967.55
		1-2		Direct Deposit, Hud Treas 303 Misc Pay	50,000.00
		1-2		Customer Deposit	219,766.77
		1-2		Direct Deposit, Pay Mgt System Hhs Paymnt	649,562.70
		1-2		Customer Deposit	1,379,453.50
		1-2		Customer Deposit	5,281,126.00
		1-2	102004847	Fedwire Deposit	9,004,466.67
		1-2	102005059	Fedwire Deposit	72,726,907.00
		1-3		Customer Deposit	17.00
		1-3		Direct Deposit, FEM2 Treas 220 Misc Pay	321.00
		1-3		Direct Deposit, King CO Fin-Propb of A-Ers	494.04
		1-3		Customer Deposit	805.30
		1-3		Direct Deposit, King CO Fin-Propb of A-Ers	1,046.56
		1-3		Customer Deposit	1,162.80
		1-3		Customer Deposit	1,551.30
		1-3		Direct Deposit, King CO Fin-Propb of A-Ers	1,576.70
		1-3		Customer Deposit	1,920.67
		1-3		Customer Deposit	7,068.84
		1-3		Direct Deposit, Epa Treas 310 Misc Pay	11,979.00
		1-3		Direct Deposit, King CO Finance Collection	52,652.22
		1-3		Customer Deposit	137,018.96

1652710 - 04731
18506





11698

ACCOUNT ANALYSIS STATEMENT
RELATIONSHIP SUMMARY

KING COUNTY TREASURY DIVISION
613 KING COUNTY ADMINISTRATION BUILDING
500 4TH AVENUE
SEATTLE, WA 98104

FOR PERIOD ENDING: Jan-03
NUMBER OF DAYS IN MONTH: 31
NUMBER OF DAYS IN THE YEAR: 365
ACCOUNT NUMBER: 1652710
UNCOLLECTED FUNDS RATE FOR THIS ACCOUNT IS: 2.55000%
MULTIPLIER/\$1 SERVICE CHARGE: 900.9

AVERAGE LEDGER BALANCE \$16,636,071.63
LESS AVERAGE FLOAT \$15,833,596.34
AVERAGE COLLECTED BALANCE \$801,475.29

AVG DAILY POSITIVE COLLECTED BALANCE \$801,475.29
LESS COMPENSATING BALANCES \$0.00
LESS RESERVES AT 10% \$80,147.52
BALANCES AVAILABLE TO SUPPORT SERVICES \$721,327.77
MULTIPLIED BY NO. OF POS DAYS 31
DIVIDED BY NO. OF DAYS IN MONTH 31
ADJ BAL AVAILABLE TO SUPPORT SERVICES \$721,327.77

AVG DAILY NEGATIVE COLLECTED BAL
AVERAGE COLLECTED BALANCE \$801,475.29
NUMBER OF POSITIVE DAYS 31

EARNINGS CREDIT RATE 1.30922%
EARNINGS ALLOWANCE \$800.67
TOTAL SERVICE CHARGES \$20,741.88
NET SERVICE CHARGES (\$19,941.21)

SVCS CODE	SERVICES	QUANTITY	UNIT PRICE	TOTAL SERVICE CHARGES	BAL. NEEDED TO SUPPORT SERVICE
00	BALANCES & COMPENSATION INFORMATION				
	UNCOLLECTED FUNDS CHARGE		\$14,119.60	\$0.00	\$0.00
	FDIC ASSESSMENT		\$308.8300	\$308.83	\$278,224.94
	SUB-TOTAL			\$308.83	\$278,224.94
01	GENERAL ACCOUNT SERVICES				
	MAINTENANCE	107	\$5.0000	\$535.00	\$481,981.50
	ZBA CONCENTRATION ACCOUNT	2	\$4.0000	\$8.00	\$7,207.20
	ZBA SUBSIDIARY ACCOUNTS	68	\$4.0000	\$272.00	\$245,044.80
	PHOTOCOPY REQUEST	93	\$1.7500	\$162.75	\$148,821.47
	ANALYSIS FEE	1	\$0.0000	\$0.00	\$0.00
	DDA STMT SP CUT	44	\$1.0000	\$44.00	\$39,639.60
	FAX SERVICE		\$0.8000	\$0.00	\$0.00
	KEY TAX	26	\$1.0000	\$26.00	\$23,423.40
	INFO REPORTING CCS	1	\$0.0000	\$0.00	\$0.00
	CCS INTERNAL XF	1	\$1.5000	\$1.50	\$1,361.35
	INET PHOTO REQUEST PER			\$0.00	\$0.00
	SUB-TOTAL			\$1,049.25	\$945,269.32
10	DEPOSITORY SERVICES				
	OTC CASH	355,164	0.00069	\$245.06	\$220,770.95
	CASH DEPOSITED		\$0.0300	\$0.00	\$0.00
	CURRENCY STRAP OUT	911	\$0.0250	\$22.78	\$20,517.99
	COIN ROLL OUT/IN	2,754	\$0.0250	\$68.85	\$62,026.96
	VLT COIN BOX OUT	50	\$2.0000	\$100.00	\$90,090.00
	DEPOSITS	8,935	\$0.0500	\$446.75	\$402,477.07
	LOCAL ITEMS	139,691	\$0.0300	\$4,190.73	\$3,775,428.65
	NON-LOCAL ITEMS	36,569	\$0.0550	\$2,011.30	\$1,811,975.66
	LOCAL ITEMS PRE-ENCODED	56,050	\$0.0200	\$1,121.00	\$1,009,908.90
	NON-LOCAL ITEMS PRE-ENCODED	7,616	\$0.0200	\$152.32	\$137,225.08
	CHECK CHARGE BACKS	462	\$1.2500	\$577.50	\$520,269.75
	REDEPOSIT RETURNED ITEMS	604	\$0.7500	\$453.00	\$408,107.70
	COURIER CHARGE	1	\$285.0000	\$285.00	\$256,756.50
	MISC FEES (Supply Printing)			\$0.00	\$0.00
	CURRENCY STRAP IN		\$0.0250	\$0.00	\$0.00
	VAULT ORDER AUTO	248	\$2.0000	\$496.00	\$446,846.40
	VAULT DEPOSIT ADJUSTMENT	55	\$0.0000	\$0.00	\$0.00
	DEPOSIT QUALITY CHARGE MICR		\$0.4000	\$0.00	\$0.00
	DEPOSIT QUALITY CHARGE	53	\$7.5000	\$397.50	\$358,107.75
	DEPOSIT ERROR	65	\$0.0000	\$0.00	\$0.00
	COUNTER DEPOSIT		\$0.0000	\$0.00	\$0.00
	NITE DEPOSITORY		\$0.0000	\$0.00	\$0.00
	NITE BAG CANVAS	79	\$0.0000	\$0.00	\$0.00



11698

EXHIBIT G
Page 1 of 1

ACCOUNT ANALYSIS STATEMENT
RELATIONSHIP SUMMARY

KING COUNTY SUMMARY
613 KING COUNTY ADMINISTRATION BUILDING
500 4TH AVENUE
SEATTLE, WA 98104

FOR PERIOD ENDING: Jan-03
NUMBER OF DAYS IN MONTH: 31
NUMBER OF DAYS IN THE YEAR: 365
ACCOUNT NUMBER: 1652710
UNCOLLECTED FUNDS RATE FOR THIS ACCOUNT IS: 2.55000%
MULTIPLIER/\$1 SERVICE CHARGE: 900.9

AVERAGE LEDGER BALANCE \$24,839,881.85
LESS AVERAGE FLOAT \$19,340,300.99
AVERAGE COLLECTED BALANCE \$5,499,580.86
AVG DAILY NEGATIVE COLLECTED BAL \$0.00
AVERAGE COLLECTED BALANCE \$4,584,693.49
NUMBER OF POSITIVE DAYS 31

AVG DAILY POSITIVE COLLECTED BALANCE \$4,584,693.49
LESS COMPENSATING BALANCES \$0.00
LESS RESERVES AT 10% \$458,469.34
BALANCES AVAILABLE TO SUPPORT SERVICES \$4,126,224.15
MULTIPLIED BY NO. OF POS DAYS 31
DIVIDED BY NO. OF DAYS IN MONTH 31
ADJ BAL AVAILABLE TO SUPPORT SERVICES \$4,126,224.15
EARNINGS CREDIT RATE 1.30922%
EARNINGS ALLOWANCE \$4,580.10
TOTAL SERVICE CHARGES \$33,438.63
NET SERVICE CHARGES (\$28,858.53)
WARRANT FLOAT INTEREST (\$3,198.27)
NET SERVICE CHARGE DUE (\$32,056.80)

SVCS CODE	SERVICES	QUANTITY	UNIT PRICE	TOTAL SERVICE CHARGES	BAL. NEEDED TO SUPPORT SERVICE
00	BALANCES & COMPENSATION INFORMATION				
	UNCOLLECTED FUNDS CHARGE		\$14,168.56	\$0.00	\$0.00
	FDIC ASSESSMENT		\$438.79	\$438.79	\$395,305.91
	SUB-TOTAL			\$438.79	\$395,305.91
01	GENERAL ACCOUNT SERVICES				
	MAINTENANCE	378	\$5.0000	\$1,890.00	\$1,702,701.00
	ZBA CONCENTRATION ACCOUNT	4	\$4.0000	\$16.00	\$14,414.40
	ZBA SUBSIDIARY ACCOUNTS	110	\$4.0000	\$440.00	\$396,396.00
	PHOTOCOPY REQUEST	114	\$1.7500	\$199.50	\$179,729.55
	ANALYSIS FEE	18	\$0.0000	\$0.00	\$0.00
	DDA STMT SP CUT	48	\$1.0000	\$48.00	\$43,243.20
	FAX SERVICE	0	\$0.8000	\$0.00	\$0.00
	KEY TAX	26	\$1.0000	\$26.00	\$23,423.40
	INFO REPORTING CCS	8	\$0.0000	\$0.00	\$0.00
	CCS INTERNAL XF	3	\$1.5000	\$4.50	\$4,054.05
	INET PHOTO REQUEST PER	0	\$1.7500	\$0.00	\$0.00
	SUB-TOTAL			\$2,624.00	\$2,363,961.60
10	DEPOSITORY SERVICES				
	OTC CASH	428,890	\$0.00069	\$295.93	\$266,604.23
	CASH DEPOSITED	0	\$0.0300	\$0.00	\$0.00
	CURRENCY STRAP OUT	972	\$0.0250	\$24.30	\$21,891.87
	COIN ROLL OUT/IN	4,378	\$0.0250	\$109.45	\$98,603.50
	VLT COIN BOX OUT	50	\$2.0000	\$100.00	\$90,090.00
	DEPOSITS	11,827	\$0.0500	\$591.35	\$532,747.21
	LOCAL ITEMS	186,436	\$0.0300	\$5,593.08	\$5,038,805.77
	NON-LOCAL ITEMS	41,163	\$0.0550	\$2,263.97	\$2,039,606.06
	LOCAL ITEMS PRE-ENCODED	62,970	\$0.0200	\$1,259.40	\$1,134,593.46
	NON-LOCAL ITEMS PRE-ENCODED	8,197	\$0.0200	\$163.94	\$147,693.54
	CHECK CHARGE BACKS	701	\$1.2500	\$876.25	\$789,413.62
	REDEPOSIT RETURNED ITEMS	770	\$0.7500	\$577.50	\$520,269.75
	COURIER CHARGE	1	\$285.0000	\$285.00	\$256,756.50
	MISC FEES (Supply Printing)	0		\$0.00	\$0.00
	CURRENCY STRAP IN	0	\$0.0250	\$0.00	\$0.00
	VAULT ORDER AUTO	374	\$2.0000	\$748.00	\$673,873.20
	VAULT DEPOSIT ADJUSTMENT	60	\$0.0000	\$0.00	\$0.00
	DEPOSIT QUALITY CHARGE MICR	0	\$0.4000	\$0.00	\$0.00
	DEPOSIT QUALITY CHARGE	53	\$7.5000	\$397.50	\$358,107.75
	DEPOSIT ERROR	78	\$0.0000	\$0.00	\$0.00
	COUNTER DEPOSIT	0	\$0.0000	\$0.00	\$0.00
	NITE DEPOSITORY	0	\$0.0000	\$0.00	\$0.00

King County
Daily Warrant Borrowing
2002

11698

Mth/Day	January	February	March	April	May	June	July	August	September	October	November	December
1	2,796,583	-	1,393,416	-	1,537,695	6,573,670	-	1,565,436	3,001,643	-	-	-
2	870,572	-	793,998	-	1,537,695	4,470,841	-	1,565,436	-	-	-	-
3	-	3,939,967	8,503,740	4,053,891	-	-	-	-	683,482	1,887,433	-	-
4	-	1,955,630	-	-	-	-	-	-	1,450,402	1,197,759	-	385,133
5	-	2,359,741	2,264,251	-	1,259,681	109,373	-	-	-	1,197,759	575,766	-
6	-	-	-	-	-	1,284,371	-	786,693	-	-	-	-
7	-	-	-	3,146,694	1,758,076	1,284,371	-	-	-	-	374,056	-
8	-	-	-	1,233,111	1,284,371	2,951,700	4,216,185	1,621,554	-	-	374,056	458,301
9	-	-	-	1,290,219	589,138	-	4,216,185	-	-	-	374,056	-
10	11,306	-	871,092	-	1,290,219	-	829,280	4,216,185	2,073,561	-	374,056	485,521
11	-	-	-	1,549,670	1,290,219	-	-	-	-	-	1,946,853	-
12	-	-	695,239	1,549,670	2,260,735	652,763	-	550,702	-	-	2,539,071	-
13	-	-	-	1,549,670	-	-	-	-	-	-	-	-
14	4,308,524	-	1,468,635	-	-	-	-	2,250,233	-	-	-	-
15	-	1,504,446	1,468,635	-	-	-	-	-	-	-	-	-
16	-	1,504,446	1,468,635	-	-	-	-	-	5,952,848	-	-	100,512
17	-	1,504,446	1,468,635	-	967,101	-	-	-	3,550,813	-	-	-
18	805,099	1,504,446	1,861,868	201,021	967,101	2,069,850	-	-	-	-	2,598,190	-
19	805,099	1,948,290	2,718,974	-	967,101	1,915,840	3,004,704	1,566,400	-	-	2,404,903	-
20	805,099	878,930	-	-	5,730,307	-	3,004,704	-	1,340,492	-	-	-
21	805,099	2,917,115	-	-	-	-	3,004,704	3,086,296	1,340,492	-	5,174,089	-
22	2,945,373	-	-	6,374,344	-	-	8,289	-	1,340,492	-	-	-
23	2,448,411	-	-	54,284	-	-	1,442,736	1,517,756	1,049,615	4,064,408	-	691,598
24	-	-	-	-	-	7,591,651	-	1,517,756	-	4,487,463	-	5,908,571
25	-	3,038,047	-	-	-	-	312,688	1,517,756	-	-	1,195,720	5,908,571
26	-	-	800,735	-	-	-	793,762	778,631	-	-	554,147	540,199
27	-	-	-	-	-	160,367	793,762	562,599	-	-	-	-
28	-	-	-	-	2,156,153	-	793,762	-	-	-	-	-
29	2,933,425	-	-	-	-	-	-	-	-	781,958	-	-
30	-	-	-	-	1,160,682	-	-	1,565,436	3,134,390	-	-	-
31	-	-	-	-	1,537,695	-	-	1,565,436	-	156,105	-	2,906,369
Average	630,148	960,553	713,607	688,899	769,948	667,249	902,729	964,976	572,178	886,321	616,165	560,799

BMB5680. 310004731 TEAM NO. 007 RECONCILIATION REPORT BASE 02/28/03
 ACCOUNT NO. 1795759 KC METRO PAYROLL REPORT PAID ONLY AS OF 02-24-03

C D	SERIAL NUMBER	CHECK AMOUNT PD/POST	DATE PD/PST	DATE ISSUED	SEQ NO.	PAYEE IDENTIFICATION	C D	SERIAL NUMBER	CHECK AMOUNT PD/POST	DATE PD/PST	DATE ISSUED	SEQ NO.	PAYEE IDENTIFICATION
M	244485	547.74	022403	022403	61546968		M	247473	1,313.08	022403	022403	50134097	
M	244486	244759	022403	022403	61543535		M	247482	247482	022403	022403	61629640	
M	244760	186.61	022403	022403	61615964		M	247495	247495	022403	022403	61670369	
M	247611	245020	022403	022403	61619224		M	247501	247501	022403	022403	61617519	
M	245021	5.95	022403	022403	64487791		M	247504	247504	022403	022403	61633027	
M	245022	245681	022403	022403	61543533		M	247506	288.64	022403	022403	61538326	
M	245682	84.81	022403	022403	61580356		M	247507	153.18	022403	022403	616669736	
M	245683	245718	022403	022403	64500996		M	247535	1,357.65	022403	022403	61588689	
M	245719	232.38	022403	022403	61627628		M	247536	1,520.60	022403	022403	61588689	
M	245720	245810	022403	022403	64482137		M	247537	247605	022403	022403	61588689	
M	245811	358.02	022403	022403	61533853		M	247606	1,561.59	022403	022403	61588689	
M	245812	246357	022403	022403	61627628		M	247607	247618	022403	022403	61627627	
M	246358	608.18	022403	022403	64482137		M	247619	1,522.89	022403	022403	61629255	
M	246359	246391	022403	022403	61533853		M	247700	2,019.97	022403	022403	61629255	
M	246392	262.20	022403	022403	61533853		M	247733	109.27	022403	022403	61553845	
M	246393	246562	022403	022403	61533853		M	247734	247753	022403	022403	61553845	
M	246563	1,226.57	022403	022403	61533853		M	247754	80.36	022403	022403	615669416	
M	246564	246655	022403	022403	61533853		M	247755	247759	022403	022403	615669416	
M	246656	157.54	022403	022403	61533853		M	247760	737.45	022403	022403	61535232	
M	246657	246752	022403	022403	61533853		M	247761	193.30	022403	022403	61627355	
M	246753	442.38	022403	022403	61533853		M	247762	197.69	022403	022403	61543505	
M	246754	246804	022403	022403	61533853		M	247763	247764	022403	022403	61586685	
M	246805	255.33	022403	022403	61533853		M	247765	1,565.75	022403	022403	61586685	
M	246806	246837	022403	022403	61533853		M	247766	172.70	022403	022403	61543921	
M	246838	200.98	022403	022403	61533853		M	247767	172.70	022403	022403	61543921	
M	246839	246869	022403	022403	61533853		M	247768	172.70	022403	022403	61543921	
M	246870	105.59	022403	022403	61533853		M	247769	172.70	022403	022403	61543921	
M	246871	246880	022403	022403	61533853		M	247770	172.70	022403	022403	61543921	
M	246881	186.62	022403	022403	61533853		M	247771	172.70	022403	022403	61543921	
M	246882	246939	022403	022403	61533853		M	247772	172.70	022403	022403	61543921	
M	246940	262.50	022403	022403	61533853		M	247773	172.70	022403	022403	61543921	
M	246941	246944	022403	022403	61533853		M	247774	172.70	022403	022403	61543921	
M	246945	428.88	022403	022403	61533853		M	247775	172.70	022403	022403	61543921	
M	246946	198.69	022403	022403	61533853		M	247776	172.70	022403	022403	61543921	
M	246947	246988	022403	022403	61533853		M	247777	172.70	022403	022403	61543921	
M	246989	1,505.18	022403	022403	61533853		M	247778	172.70	022403	022403	61543921	
M	246990	247071	022403	022403	61533853		M	247779	172.70	022403	022403	61543921	
M	247072	389.11	022403	022403	61533853		M	247780	172.70	022403	022403	61543921	
M	247073	247199	022403	022403	61533853		M	247781	172.70	022403	022403	61543921	
M	247200	43.21	022403	022403	61533853		M	247782	172.70	022403	022403	61543921	
M	247201	247213	022403	022403	61533853		M	247783	172.70	022403	022403	61543921	
M	247214	499.23	022403	022403	61533853		M	247784	172.70	022403	022403	61543921	
M	247215	247234	022403	022403	61533853		M	247785	172.70	022403	022403	61543921	
M	247235	345.49	022403	022403	61533853		M	247786	172.70	022403	022403	61543921	
M	247236	247387	022403	022403	61533853		M	247787	172.70	022403	022403	61543921	
M	247388	1,263.57	022403	022403	61533853		M	247788	172.70	022403	022403	61543921	
M	247389	247425	022403	022403	61533853		M	247789	172.70	022403	022403	61543921	
M	247426	385.68	022403	022403	61533853		M	247790	172.70	022403	022403	61543921	
M	247427	993.19	022403	022403	61533853		M	247791	172.70	022403	022403	61543921	
M	247428	247472	022403	022403	61533853		M	247792	172.70	022403	022403	61543921	

.446T

PAID

25,468.46

King County
Daily Collected Balance
2002

Mth/Day	January	February	March	April	May	June	July	August	September	October	November	December
1	(8,922,257)	(8,091,014)	(14,844,477)	(3,895,400)	306,879	2,594,632	(7,049,970)	1,168,779	3,120,327	(7,606,324)	(5,889,461)	(3,953,915)
2	(5,289,864)	(8,091,014)	(14,844,477)	(6,781,829)	(9,557,473)	2,594,632	(7,497,502)	(6,106,316)	3,120,327	(6,414,086)	(5,889,461)	(8,666,532)
3	(4,860,688)	(8,091,014)	(14,844,477)	(5,078,525)	(7,755,310)	(9,208,266)	(6,220,702)	(6,106,316)	(12,860,911)	(6,697,682)	(5,889,461)	(7,586,612)
4	(5,563,821)	(6,902,169)	6,952,460	(7,505,310)	(7,755,310)	(6,578,980)	(6,620,702)	(6,106,316)	(5,400,962)	(6,106,574)	13,151,066	(3,068,136)
5	(5,563,821)	(6,861,067)	(7,398,922)	(3,391,111)	(7,755,310)	423,466	(6,318,171)	(8,756,148)	(6,015,704)	(6,106,574)	(8,320,659)	(6,366,695)
6	(5,563,821)	(6,673,789)	2,849,927	(3,391,111)	(10,995,310)	(7,968,427)	(6,318,171)	(7,587,476)	(7,098,721)	(6,106,574)	(8,332,999)	(8,189,525)
7	(6,099,057)	(8,608,108)	(7,342,402)	(3,391,111)	(16,004,428)	(9,105,337)	(6,318,171)	(7,506,052)	(7,098,721)	(7,227,686)	(5,792,741)	(8,189,525)
8	(7,301,559)	1,969,819	(5,949,562)	(5,179,265)	(1,073,451)	(9,105,337)	(7,735,894)	(6,647,550)	(7,098,721)	(8,087,562)	(7,695,913)	(8,189,525)
9	(3,872,200)	1,969,819	(5,949,562)	(9,213,354)	(13,305,345)	(9,105,337)	(4,834,630)	(5,806,330)	(7,998,817)	(9,412,209)	(7,695,913)	(6,277,776)
10	(6,126,432)	1,969,819	(5,949,562)	(7,747,128)	(1,922,161)	(168,732)	(3,647,779)	(5,806,330)	(7,930,082)	(7,858,198)	(7,695,913)	(8,280,341)
11	(7,883,934)	(4,942,117)	(5,887,833)	(4,667,834)	(1,922,161)	(8,438,852)	(9,534,664)	(5,806,330)	(5,236,164)	(7,059,943)	(7,695,913)	(5,929,093)
12	(7,883,934)	(8,149,336)	(9,109,485)	(8,066,025)	(1,922,161)	(6,982,890)	(9,369,211)	(5,368,921)	(5,002,748)	(7,059,943)	(5,629,383)	(7,402,680)
13	(7,883,934)	(4,023,126)	(4,366,960)	(8,066,025)	(4,512,863)	(6,055,735)	(9,369,211)	(5,461,384)	1,521,141	(7,059,943)	(6,924,963)	(5,859,477)
14	(4,292,240)	(8,290,505)	(6,270,818)	(8,066,025)	(3,322,564)	(6,170,685)	(9,369,211)	(4,894,986)	1,521,141	(7,059,943)	(6,028,017)	(5,859,477)
15	(6,183,769)	(7,058,971)	(8,035,210)	(2,756,438)	(8,032,821)	(6,170,685)	1,610,312	(6,590,055)	1,521,141	(4,009,404)	(5,548,773)	(5,859,477)
16	(4,885,302)	(7,058,971)	(8,035,210)	(4,449,282)	(7,014,721)	(6,170,685)	(6,104,495)	(4,376,127)	(20,231,565)	2,506,703	(5,548,773)	(5,843,567)
17	(3,220,708)	(7,058,971)	(8,035,210)	(1,811,308)	(5,192,674)	(6,109,690)	(4,973,008)	(4,376,127)	(193,109)	(6,542,799)	(5,548,773)	(6,506,570)
18	(12,384,880)	(7,058,971)	(1,327,064)	68,235,520	(5,192,674)	(830,263)	(4,850,054)	(4,376,127)	(1,775,463)	(8,746,683)	(3,302,298)	(5,290,937)
19	(12,384,880)	(4,126,820)	(5,243,768)	(10,142,287)	(5,192,674)	(3,513,884)	(7,740,237)	(4,031,034)	(7,379,636)	(8,746,683)	(8,690,141)	(4,993,711)
20	(12,384,880)	(2,709,065)	(3,434,008)	(10,142,287)	(2,046,497)	(7,379,258)	(7,740,237)	(6,215,453)	(3,515,492)	(8,746,683)	(5,360,171)	(7,299,810)
21	(12,384,880)	(6,124,114)	(6,851,504)	(10,142,287)	(4,864,151)	(6,708,719)	(7,740,237)	(4,104,504)	(3,515,492)	3,756,127	(7,046,333)	(7,299,810)
22	785,017	(10,922,923)	(2,646,056)	(3,754,602)	(3,577,554)	(6,708,719)	(241,598)	(4,168,807)	(3,515,492)	(179,032)	(4,418,050)	(7,299,810)
23	(1,948,219)	(10,922,923)	(2,646,056)	(7,896,462)	(5,624,161)	(6,708,719)	(4,952,409)	(4,772,329)	(5,557,578)	(8,887,177)	(4,418,050)	(3,161,163)
24	(1,488,925)	(10,922,923)	(2,646,056)	80,871	(4,619,860)	(2,786,609)	154,968	(4,772,329)	(6,866,819)	(7,529,838)	(4,418,050)	(3,250,619)
25	17,603,156	2,979,466	(291,145)	64,545,548	(4,619,860)	(4,524,630)	(4,024,994)	(4,772,329)	(3,983,984)	(4,005,514)	(2,968,962)	(3,250,619)
26	17,603,156	(3,864,053)	(1,571,726)	(18,192,164)	(4,619,860)	(550,902)	(2,665,820)	(2,413,516)	(4,980,878)	(4,005,514)	(3,580,362)	(1,051,374)
27	17,603,156	4,061,569	(5,403,473)	(18,192,164)	(4,619,860)	(902,989)	(2,665,820)	(4,790,559)	(7,403,005)	(4,005,514)	(5,240,367)	(1,507,210)
28	(6,846,000)	(148,757)	(5,974,438)	(18,192,164)	(1,023,979)	(8,497,117)	(2,665,820)	(4,979,876)	(7,403,005)	(1,244,751)	(5,240,367)	(1,507,210)
29	(7,423,971)		374,974	(5,758,921)	(2,799,928)	(8,497,117)	351,002	19,604,817	(7,403,005)	5,430,702	(3,953,915)	(1,507,210)
30	(7,993,332)		374,974	(2,984,711)	(685,527)	(8,497,117)	1,330,254	3,120,327	(7,114,123)	(1,100,689)	(3,953,915)	1,050,793
31	(6,013,037)		374,974		2,594,632		(2,850,498)	3,120,327		(3,716,885)		1,068,686
Average	(4,162,770)	(5,133,937)	(4,966,844)	(2,199,508)	(4,988,037)	(5,261,098)	(5,044,280)	(3,860,786)	(5,059,204)	(5,149,577)	(5,185,568)	(4,983,352)

KING COUNTY BANKING SERVICES BID FORM

Qualifications

1. Bank by signature below certifies that is it a Washington State qualified public depository as defined in RCW 39.58.010 with eligible capital structure to support Manager deposits of at least \$250 million. Attach Consolidated Report of Condition as of December 31, 2002, filed with the Public Deposit Protection Commission.
2. Bank by signature below certifies that it is not and will not, during the term of the contract, be in violation of any applicable state, federal or local law including, but not limited to, labor employment standards and employment discrimination laws.
3. Bank by signature below certifies that it currently has branch bank facilities in at least nine King County Council districts and a full service office in King County and that it will continue to do so during the term of the contract.
4. Bank by signature below certifies that it has a Community Reinvestment Act (CRA) rating of either Satisfactory or Outstanding.

Responsiveness

Having carefully examined the Invitation to Bid, and being familiar with all conditions and requirements surrounding the required services, the undersigned hereby proposed to furnish all requirements in accordance with the Bid Documents within the times set forth and at the prices stated below.

1. Service Charges

FEE BASIS

GENERAL ACCOUNT SERVICES

Analysis Fee	\$0.00	Analysis
Accounts	\$5.00	Account
FDIC Insurance	\$0.0118	\$1,000
ZBA Concentration Accounts	\$4.00	Account
ZBA Subsidiary Accounts	\$4.00	Account
Federal Tax Payments	\$1.00	Payment
Photocopy Requests	\$1.75	Request
DDA Statement Special Cut	\$1.00	Statement

DEPOSITORY SERVICES

Cash Deposited	\$0.03	\$1
Check Chargebacks	\$1.25	Item
Coin Roll Out / In	\$0.025	\$1
Courier Charge	\$285.00	Month
Currency Strap In	\$0.025	\$1
Currency Strap Out	\$0.025	\$1
Deposit Error	\$0.00	Item
Deposit Quality Charge	\$7.50	Item
Deposit Quality Charge MICR	\$0.40	Item
Deposits	\$0.05	Item
Local Items Unencoded	\$0.03	Item
Local Items Pre-encoded	\$0.02	Item
Non-Local Items Unencoded	\$0.055	Item
Non-Local Items Pre-encoded	\$0.02	Item
Night Bags	\$0.00	Item
Night Bags - Cash Deposited	\$0.000690	\$1
Night Bags Depad	\$0.00	Item
Night Bags With Receipt	\$0.00	Item
Night Depository	\$0.00	Item
Cash (Over the Counter)	\$0.000690	\$1
Redeposit Returned Items	\$0.75	Item
Vault Deposit Adjustment	\$0.00	Item
Vault Deposit Cash	\$0.00	Item
Vault Order Auto	\$2.00	Item
Vault Coin Box Out	\$2.00	Item
Vault Currency Strap In	\$0.025	\$1
Vault Deposit Envelope Balance	\$0.00	Item
Vault Deposit In	\$0.00	Item
Vault Incoming Coin Box	\$2.00	Item

PAPER DISBURSEMENT SERVICES

Check Quality Charges	\$0.40	Item
Checks Paid	\$0.045	Item
Overdraft Fees	\$0.00	Item
Stop Payments	\$1.50	Item
ARP Deposit Minimum	\$0.00	Item
ARP Deposit Reconciliation Items	\$0.03	Item
ARP Reconciliation	\$5.00	Item
ARP Fax Charge	\$0.80	Item

ACH SERVICES

Notification of Change	\$0.75	Item
Credit Items	\$0.045	Item
Debit Items	\$0.045	Item
Data Transmission	\$2.50	File
ACH Maintenance	\$0.00	Item
ACH Minimum Per	\$0.00	Item
CRR Admin	\$0.00	Item
CRR Paper Report	\$0.00	Item
Electronic Checks	\$0.045	Item
Electronic Debit Blocking Setup	\$1.00	Item
Electronic Debit Maintenance	\$10.00	Account
ACH Batches	\$0.00	Item
ACH Returns	\$1.00	Item
Late Files	\$0.00	File
Paper Exception Reports	\$0.00	File

EDI PAYMENT SERVICES

EDI Monthly Fee	\$0.00	Item
EDI Remittance & Fax Charge	\$0.00	Item
EDI Report Page	\$0.00	Item
EDI Report (via Internet)	\$5.00	Report

WIRE AND FUNDS TRANSFERS

Automated Incoming	\$5.00	Item
Automated Outgoing (repetitive)	\$5.00	Item
Automated Outgoing (non-repetitive)	\$6.00	Item
Internal Transfers (repetitive)	\$1.50	Item
Internet Book Transfers	\$1.50	Item
International Wire (repetitive)	\$5.00	Item

International Wire (non-repetitive)
Incoming Wire Phone Calls
Wire Mail Advice

\$7.00	Item
\$0.00	Item
\$0.00	Item

INFORMATION SERVICES

BAI Items
BAI Accounts
BAI Transmission
Internet Account Management
Internet ACH Base Fee
Internet ACH Care Report
Internet DDA Statement
Internet Intraday Items
Internet Intraday Reporting
Internet IR Maintenance
Internet Previous Day Reporting
Internet Previous Day Items
Internet Return Item Report
Internet Wire Maintenance
Intraday Items

\$0.00	Item
\$1.00	Item
\$0.00	Item
\$5.00	Item
\$5.00	Item
\$5.00	Item
\$5.00	Item
\$0.002	Item
\$5.00	Item
\$5.00	Item
\$0.002	Item
\$30.00	Item
\$5.00	Item
\$0.00	Item

2. Negative Collected Balance Rate
(This rate is charged only if the average collected balance for all accounts is negative.)

3. (a) Collected Balance Earnings Rate

(b) Net Collected Balance Formula

4. Warrant Line-of-Credit Interest Rate

5. Interest Bearing Warrant Rate
(Specify any limitations)

DEADLINES:

1. Latest time of day when the bank can received domestic wiring instructions and assure wires are received by the close of business at the wire destination:
2. Latest time of day when the bank can receive an ACH file for enabling next day settlement of ACH transactions:
3. Latest time of day that bank will accept MICR encoded deposits at its operations center for same day processing:
4. Latest time of day that bank will accept deposits at branch locations for same day credit:
5. Latest time of day that bank will accept deposits for processing through the Seattle Clearinghouse:

NAME OF BANK _____

Signature of Authorized Official _____

Name of Authorized Official _____

Office Address _____

Telephone Number _____

If different from above, person qualified to answer questions about this bid:

Name _____

Title _____

Office Address _____

Telephone Number _____

DATE ISSUED: April 15, 2003

11698

REQUISITION #:

ATTACHMENT B

TITLE: SAFEKEEPING SERVICES - KING COUNTY FINANCE AND BUSINESS OPERATIONS DIVISION

2003-171

Sealed bid proposals are hereby solicited and will be received only at the office of the King County Procurement and Contract Services Section in Room 871 of the Exchange Building, 821 Second Avenue, Seattle, Washington 98104 at any time between 8:30 A.M. and 4:30 P.M., Monday through Friday, but no later than 2:00 P.M. on Thursday, May 29, 2003 for the requirements specified herein in accordance with "King County Bidding Instructions and Purchase Contract Conditions" attached hereto. All bids received will be opened in public at the time and place stated above and all bidders and other interested persons are hereby invited to be present.

SUBMITTAL

The original and one (1) photocopy of this entire ITB document package shall be signed and submitted complete including the original and one (1) photocopy of the proposal data or attachments offered. Original shall be noted or stamped "original". Bidders shall use recycled and recyclable paper in the preparation of documents submitted with this proposal and both sides of paper sheets when possible.

PRE-BID CONFERENCE:

All bidders are invited to attend a pre-bid conference on Wednesday, May 7, 2003 at 2:00 p.m. at the King County Treasury Conference Room, Room 610, King County Administration Building, 500 4th Avenue, Seattle, Washington 98104

TERM SERVICE CONTRACT

Furnishing Safekeeping services as requested by authorized King County personnel during the period from contract inception for five years, in accordance with the following and attached instructions, requirements, and specifications.

NOTE: INFORMATION WITHIN BORDERED AREA MUST BE COMPLETED AND SIGNED.

COMPANY		DELIVERY GUARANTEED		DAYS AFTER ORDER	
ADDRESS		PROMPT PAYMENT DISCOUNT TERMS			
CITY	FEDERAL TAX ID NUMBER	STATE	ZIPCODE	PHONE	
AUTHORIZED REPRESENTATIVE (TYPE OR PRINT)		TITLE	SIGNATURE		

TABLE OF CONTENTS
Specifications for Safekeeping Services 2003-2008

page number

I. INTRODUCTION

A. Definitions

B. Background

C. General Requirements

D. Bid Calendar

E. Terms and Conditions

F. Evaluation Criteria

II. SAFEKEEPING SERVICE REQUIREMENTS

III. COMPENSATION AND BID EVALUATION

IV. EXHIBITS (listing)

I. INTRODUCTION**A. Definitions**

1. **"Bank"**. The qualified public depository which is selected to provide Safekeeping services to the Manager.
2. **"Business Day"**. Any day on which the County is open for business.
3. **"Contract"**. The Safekeeping Services Agreement.
4. **"Manager"**. The Treasury Manager of the Treasury Section, Financial and Business Operations Division, King County Finance Department of Executive Administration who, by King County Code 2.16.030.C and 4.20.020 is delegated the functions and duties of the statutory County Treasury (Chapter 36.29 RCW). The Manager performs the functions of treasurer of the County and ex officio treasurer of all school and other special purpose districts within King County.
5. **"Proposal Documents"**. As referenced throughout this and the attached documents shall include all parts of this Invitation To Bid ("ITB"), plans, specifications, Contract forms, supplemental specifications, special provisions, Contracts, addenda, and any and all other parts of the ITB and the bank must follow the same in response to this ITB.
6. **"Special Purpose Districts"**. Those special purpose districts within King County (e.g. school, water, fire, sewer, hospital, etc.) whose funds are deposited with the Bank under the Safekeeping services agreement (hereinafter the "Contract").

B. Background

Chapter 4.14 of the King County Code requires King County (the "County") to acquire its safekeeping services through a competitive process every five years. The Manager by way of this document solicits bids for the provision of safekeeping services during the period October 1, 2003 through September 30, 2008.

C. Bid Calendar – Tentative Schedule of Events

1. **April 15, 2003** - King County Procurement and Contract Services Section shall distribute Invitations To Bid to all interested banks.
2. **May 7, 2003, 2:00 P.M.** - Treasury Conference Room #610, King County Administration Building - A conference will be conducted with all interested banks to answer questions on the form and content of the Invitation To Bid. Attendance is strongly urged. If any changes to the specifications result, they will be reduced to writing and made available as addenda to these Proposal Documents to all banks who have received an Invitation To Bid. Participating banks will be asked to sign a receipt for the addenda to the Proposal Documents.
3. **May 29, 2003, 2:00 P.M.** - Bids for the provision of safekeeping services will be due at this time. All bids received later than this time will be returned to the banks unopened. All bids must be submitted in sealed envelopes bearing on the outside the name of the bank, the bank's address, and the words "King County Safekeeping Services." The bid must be signed in the name of the bank and must bear the signature of a person duly authorized to sign the bid and bind the bidder to its terms. Include the name, office address, and office telephone number of

the bank representative qualified to answer questions which may arise during the review process.

4. **June 13, 2003** - The Manager will evaluate all bids which were received timely, but reserves the right to reject any and all bids in whole or, as to items identified as optional, in part, to waive any and all informalities, and to request clarification of minor and nonsubstantial items.
5. **June 27, 2003** - Award of Contract will take place on or before this date. It is expected that Contract execution will be within 30 days of the award.

D. Terms and Conditions

1. The safekeeping services Contract entered into between the County and the Bank will be in substantially the form of the attached Form of Contract (attached as Exhibit B to the original ITB); provided the terms and conditions contained in the original ITB and any addenda thereto are incorporated into the Contract as if fully set forth therein.

In the event that the Bank to which the Contract is awarded does not implement the safekeeping services Contract on October 1, 2003, or there is reasonable indication that the Bank is performing in such a way that implementation is not likely to occur on the scheduled date, the Manager may give notice to the Bank of intent to award the Contract(s) to the qualified bank with the next best bid or to call for new bids, and may proceed to act accordingly.

2. Statistics are contained in these Proposal Documents in order to provide as much information as possible to qualified banks. The information contained herein is, to the best of our knowledge, a true representation of historical experience, but the Manager is in no way representing that these statistics will hold true for the future. The volume levels represent consolidation of all King County Bank Accounts included in the County's current main banking relationship.
3. Banks shall thoroughly examine and be familiar with these specifications. The failure or omission of any proposer to receive or examine these documents shall in no way relieve any proposer of obligations with respect to these proposed documents or the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this paragraph.
4. **Hold Harmless and Indemnification.**
5. **Insurance and Bond Requirements**
6. **Termination of Agreement**
 - a) **Termination of Agreement For Cause.** (See section 4 of the Contract attached as Exhibit B to the original ITB.)
 - b) **Termination for Convenience of County.** The County may terminate the Contract in whole or in part upon 30 days written notice to the Bank. In the event the Contract is terminated in whole or in part, payment will be made at the contract rate for services performed through the effective date of any such termination, which shall be the full and complete satisfaction of the Bank's claims.
7. **Venue and Choice of Law.** It is mutually agreed that the venue of any suit or action brought in connection with the Contract shall be the Superior Court of King County, Washington. The Contract shall be governed by the law of the State of Washington.

8. **Confidentiality.** The Bank, its officers, agents, and employees, shall maintain the confidentiality of all information provided by the County or acquired by the Bank in the performance of the Contract, except upon the prior written consent of the King County Treasury Section or pursuant to an order entered by a court after having acquired jurisdiction over the County. The Bank shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information
9. **Severability.** Should any provision of the Contract be declared unconstitutional, invalid, or void by a court of law, such decision shall not affect the validity or enforceability of the remaining provisions of the Contract.
10. **Captions.** The captions in this agreement are provided for the convenience of the parties and have no effect on the construction or interpretation of any part hereof.
11. **Extent of Agreement.** The provisions in the Invitation To Bid and Contract represent the entire and integrated agreement between the County and Bank and supersede all prior agreements. The term of the Contract(s) is for five years from the date of October 1, 2003. However, the parties agree that the County shall have the option to extend the terms and conditions of the Contract beyond the expected expiration date of the Contract on a month-to-month basis. To exercise this option, the County shall notify the Bank of its intention to exercise its option 30 days prior to the expiration of the Contract and thereafter by the 20th day of each successive month the Contract is extended.

F. Evaluation Criteria

Bids received from qualifying banks must be responsive to all requirements delineated in the Proposal Documents. Responsive bids will be evaluated on the basis of the least cost to the County as determined by the manager (See V.C. below).

G. Bid Form

The Bid Form (Exhibit A) must be completed for a bid to receive consideration.

II. SAFEKEEPING SERVICE REQUIREMENTS**A. Account Maintenance**

The Manager currently maintains a single safekeeping account into which all securities, except those used as collateral for repurchase agreements, that are purchased for the County and the Special Purpose Districts are safekept. The County currently uses tri-party repurchase agreements to provide for the safekeeping of securities purchased on repurchase agreements and are not kept in this account. In order to provide safekeeping service, the Bidder, or the Bidder's agent, must:

1. Maintain a Federal Reserve Account in order to handle book entry security transactions. The bidder will act as trustee for securities purchased by the Manager, necessitating that the Federal Reserve account into which the securities are transferred, be separate from the account into which the bank safekeeps its own securities.
2. Be able to safekeep physical securities in New York City either through its own facilities or

through a correspondent relationship with a New York bank.

3. Dedicate a single individual solely to maintaining the County's account because of the volume of trade activity. This individual must be available by telephone during the hours 7:00 A.M. - 4:00 P.M. Pacific Standard Time. The bidder will provide adequate backup to ensure that the County's account is maintained during any absences of the individual dedicated to the account.

B. Safekeeping Services

1. The Bank will act as safekeeping agent for the receipt and deposit of securities for the Manager. The Bank is authorized to use a New York City correspondent bank as their agent to take possession of physical securities in New York City for us.
2. The Manager, or an individual designated by the Manager, will provide specific instructions via telephone, electronic facsimile (FAX), or via electronic mail (email), for each purchase or sale of a security. These instructions will include the face amount of the security, the coupon, cost, description, and any other pertinent information.
3. Security purchases will be made on a delivery vs. payment (DVP) basis. The bank will not make payment for the securities until the securities have actually been received. Receipt can occur either at the Bank itself, a correspondent bank in New York City, or in the Bank's account on the books of the Federal Reserve Bank for book entry securities.

All telephone instructions will be confirmed the same day in writing via FAX or email. Notification of all purchases and sales will be given only in writing, generally one business day prior to security transfer. Telephone and written instructions will only be given by, and only accepted from, the persons identified by the County in writing. The Bank will not deliver securities being sold by the County nor pay out money for securities being purchased by the County until the Bank receives payment or the securities, respectively.

Payment of monies, receipt of monies, or transfer of securities will not occur unless the security received or delivered identically matches the County's description and the exact amount of money the County specifies is delivered or accepted, except that the Bank will accept money discrepancies of \$1.00 or less per security. The Bank will accept wired book entry securities delivered to the Bank for the County each day as long as the Federal Reserve wire system is in operation.

The Bank will refuse to accept any physical security to be held for the County if it arrives with markings on it or its container stating that the security is the property of an entity other than the Treasury Division Manager of King County, Washington, or the broker/dealer from which the County is purchasing the security.

Whenever securities are directed to the Bank or the Bank's correspondent bank for our account, the Bank and the Bank's correspondent bank are automatically on notice that the County has a secured interest in the securities, and that the Bank and the Bank's correspondent bank hold those securities for the County.

4. Book entry securities are to be safekept in a trust account at the Federal Reserve Bank, in accordance with Section II A.1 of this ITB, with an entry in the Bank's books reflecting that the Bank holds those particular securities (or a quantity of securities that are part of a fungible bulk of government book entry securities) for the County.
5. Physical securities being held in the Bank's trust department, or in the trust department of the

Bank's correspondent bank, in all cases are to be marked with the notation on their face or conspicuously on their container that they are "property of King County Treasury Division, King County, Washington" from the time of the Bank's receipt of the security until the Bank delivers the security as instructed by the County.

- 6. A fail occurs when the seller of a security fails to deliver the security purchased either to the Bank, a correspondent bank, or the Federal Reserve Bank. The Bank must notify the Manager or the Manager's representative by telephone of all fails by 8:00 A.M. Seattle time one business day following the fail.
- 7. On the day of the Bank's receipt of securities for the County's account, the Bank will send the County either by courier or by electronic means, an individual safekeeping receipt of each security received for the County's account, and stating that the Bank has identified those securities on the Bank's books as belonging to the County.
- 8. The Manager shall direct that the County's brokers/dealers deliver all securities that are to be held by the Bank for the County to:

in the case of book entry securities; and to

in the case of physical securities to be held in New York City.

- 9. The Manager shall direct the County's brokers/dealers that all repurchase monies are to be wired to

for book entry Securities held by the Bank; and to

for physical securities held in New York City.

The Bank will credit the County's account _____ immediately when the Bank receives payments for the County.

- 10. The Bank will work with the Manager in order to ensure that the safekeeping arrangement does not adversely affect the daylight overdraft situation at the Manager's concentration bank.
- 11. The Bank will include, with the monthly account analysis, a separate schedule or other support document that clearly shows and details the previous month's charges.

12. The Bank will allow physical inspection by the County or the County's agents to verify segregation of the County's securities at any time during regular banking hours without prior notice and without charge to the County. The Bank will cooperate with the County in physically spot-checking the Bank's account at the County's correspondent bank and the Seattle Fed without notice to those entities, in order to confirm that they are holding for the Bank the proper quantity of a bulk of similar securities of which the County's securities are a part.

13. The following addresses shall be used for mailing of notices under this Agreement:

Cash Management Supervisor
 King County Treasury Division
 613 King County Administration Building
 500 4th Avenue
 Seattle, WA 98104

14. By November 1, 2003 and every November 1st thereafter for the duration of this Contract, the Bank shall procure for the County a "letter of opinion" from an independent outside accounting firm regarding the sufficiency of the system of internal accounting control utilized by the Bank in relation to its obligation and services under the Contract.

III. BID EVALUATION

A. Bid Evaluation

In determining the cost of services for bid evaluation purposes, the Manager will use the rates and formulas as bid by the Bank on the Bid Form for the services and assumed annual volumes listed below.

<u>Descriptions</u>	<u>Assumed Annual Volume</u>
Purchases / maturities	
>Physical	0
>Book Entry	443
Wire transfers	118
Paydowns	247

B. Conditional Bids

If a bidder specifies any conditions or limitations on any of the services (required or optional) that it proposes, the Manager reserves the right to 1) reject the conditional bid or 2) to determine the cost associated

with each condition or limitation and add that cost to the Bank's bid. A sample completed Bid Form is included as Exhibit C for information purposes only.

- C. Employment**
- D. Recycled/Recyclable Products**
- E. Termination of the Contract**

The parties understand that after the termination of the Contract, some work related to the performance of the Contract will inevitably occur. The parties agree that the Bank will be compensated for all post-contract termination work performed related to the Contract on the same basis as pre-Contract termination work.

F. EXHIBITS

- A. Bid Form**
- B. Form of Contract**
- C. Sample Bid Form**
- D. County Council Motion**

KING COUNTY BANKING SERVICES BID FORM

Qualifications

2. Bank by signature below certifies that it is not and will not, during the term of the contract, be in violation of any applicable state, federal or local law including, but not limited to, labor employment standards and employment discrimination laws.

Satisfactory or Outstanding.

Responsiveness

Having carefully examined the Invitation to Bid, and being familiar with all conditions and requirements surrounding the required services, the undersigned hereby proposed to furnish all requirements in accordance with the Bid Documents within the times set forth and at the prices stated below.

FEE BASIS

BASIC SERVICES

Purchases - Physical
Purchase - Book Entry
Maturities - Physical
Maturities - Book Entry
Disbursements
Paydowns
Safekeeping Account Charge

	Item
	Item
	Item
	Item
	Item
	Item
	Month

OTHER SERVICES (LIST):

11698

EXHIBIT A
Page 2 of 2

NAME OF BANK _____

Signature of Authorized Official _____

Name of Authorized Official _____

Office Address _____

Telephone Number _____

If different from above, person qualified to answer questions about this bid:

Name _____

Title _____

Office Address _____

Telephone Number _____

CONTRACT NO. _____ DEPARTMENT _____
 FEDERAL TAXPAYER I.D. _____ CONTRACTOR _____
 SERVICES PROVIDED _____
 AMOUNT \$ _____ FUND SOURCE _____
 DURATION _____ TO _____

CONTRACT FOR MISCELLANEOUS SERVICES - 2003

THIS CONTRACT is entered into by **KING COUNTY** (the "County"), and _____ (the "Contractor"), whose address is _____

The County is undertaking certain activities related to _____, and _____

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

- | | | |
|---|----------------------------|-------|
| <input type="checkbox"/> Scope of Services | Attached hereto as Exhibit | A |
| <input type="checkbox"/> RFP No. | Attached hereto as Exhibit | B |
| <input type="checkbox"/> Response to RFP | Attached hereto as Exhibit | C |
| <input type="checkbox"/> Personnel Inventory Report (K.C.C. 12.16) | Attached hereto as Exhibit | D |
| <input type="checkbox"/> Affidavit of Compliance (K.C.C. 12.16) | Attached hereto as Exhibit | E |
| <input type="checkbox"/> Disability Assurance of Compliance/Section 504 | Attached hereto as Exhibit | F |
| <input type="checkbox"/> Statement of Compliance (K.C.C 12.16) | Attached hereto as Exhibit | G |
| <input type="checkbox"/> Certificate(s) of Insurance and Policy Endorsement | Attached hereto as Exhibit | H |
| <input type="checkbox"/> Waiver (if applicable) | Attached hereto as Exhibit | J |
| <input type="checkbox"/> _____ | Attached hereto as Exhibit | _____ |
| <input type="checkbox"/> _____ | Attached hereto as Exhibit | _____ |
| <input type="checkbox"/> _____ | Attached hereto as Exhibit | _____ |

II. DURATION OF CONTRACT

This Contract shall commence on the _____ day of _____, 2003, and shall terminate on the _____ day of _____, _____, 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 Contractor for satisfactory completion of the services and requirements specified in this Contract in an amount not to exceed \$ _____, payable in the following manner:

B. The Contractor 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 Contractor to submit the final invoice and required documents will relieve the County from any and all liability for payment to the Contractor for the amount set forth in such invoice or any subsequent invoice.

C. If the Contractor 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 Contractor 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 Contractor ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.

B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

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

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

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

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.

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

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

V. MAINTENANCE OF RECORDS

- A. The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.
- D. The Contractor agrees to cooperate with the County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Contractor received a total of \$300,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Contractors receiving federal funds from more than one County department or division shall be responsible for determining if the combined financial assistance is equal to or greater than \$300,000.00.

The Contractor shall provide one copy of the audit report to each County division providing federal financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year.

VI. CORRECTIVE ACTION

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

- A. The County will notify the Contractor in writing of the nature of the breach;
- B. The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Subsections A, B, C, and D.

VII. ASSIGNMENT/SUBCONTRACTING

- A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a Sub-contractor or between Sub-contractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

VIII. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for

any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

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

- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, and/or agents. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor fees, and costs incurred to enforce the provisions of this section.

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

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

IX. INSURANCE REQUIREMENTS

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

endorsements from each sub-contractor as evidence of compliance with the insurance requirements of this Contract.

For All Coverages:

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

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

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

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

B. Minimum Scope Of Insurance

Coverage shall be at least as broad as:

1. General Liability:

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering **COMMERCIAL GENERAL LIABILITY** 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. "Professional Services", for the purpose of this Contract section shall mean any services provided by a licensed professional.

3. Automobile Liability:

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

4. Workers' Compensation:

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

5. Employers Liability or "Stop-Gap":

The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

1. General Liability: \$ _____ combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$ _____ aggregate limit.
2. Professional Liability, Errors and Omissions: \$ _____
3. Automobile Liability: \$ _____ combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation: Statutory requirements of the State of residency.
5. Employers' Liability or "Stop Gap" coverage: \$ _____

D. Deductibles and Self-Insured Retentions

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

E. Other Insurance Provisions

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

1. General and Automobile Liability Policy(s):
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
 - c. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies:

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

F. Acceptability of Insurers

Unless otherwise accepted by the County:

Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

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

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

G. Verification of Coverage

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

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

H. Sub-contractors

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

X. CONFLICT OF INTEREST

The selected contractor agrees to the conditions of King County Code 3.04.120. King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. 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

XI. PART 1 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Nondiscrimination in Employment and Provision of Services. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 and 12.17 is incorporated herein by reference, and such requirements shall apply to this Contract.
- B. Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- C. Compliance with Laws and Regulations. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, the American with Disabilities Act and the Restoration Act of 1987. The Contractor shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- D. Small Business and Minority and Women Business Enterprises Opportunities - King County encourages the Contractor to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises ("M/WBEs") in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:
1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
 2. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.

4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Using the services of available community organizations, Contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
7. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at (360) 753-9693.

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

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
 2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 3. Utilizing the services of available community organizations, Contractor groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
- E. Equal Employment Opportunity. The Contractor will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
- F. Fair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupation 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.
- G. Record-Keeping Requirements and Site Visits. The Contractor 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 Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.
- The County may visit, at any time, the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- H. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

XII. PART 2 - REQUIRED SUBMITTALS

- A. Required Submittals Prior to Contract Execution. All Contractors 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:

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

1. An Affidavit and Certificate of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.A 504/ADA Disability Assurance of Compliance in accordance with Section XIII of this contract, on the form provided by the County.

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:

2. A Personnel Inventory Report on the form provided by the County.
3. An Affidavit and Certificate of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
4. If required, a Statement of Compliance - Union or Employee Agency Statement with King County Code Chapter 12.16

Assistance with requirements 2, 3 and 4 of this Section, and copies of Chapters 12.16, 12.17 and 12.18, are available by contacting the King County Office of Business Relations and Economic Development (OBRED) at the address below. Please include the contract number in all correspondence.

Office of Business Relations and Economic Development
Business Development & Contract Compliance Section
516 Third Avenue, Mail Stop: KCC-EX-0402
Seattle, WA 98104-3271
Phone: (206) 205-0700

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 / 263-4267

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 Contractor has complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract); and has evaluated its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act ("ADA"). The Contractor shall 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 Contractor 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, Contractors are required to use recycled and recyclable products, and both sides of paper sheets for printed and photocopied materials, whenever practicable, in fulfilling contractual obligations to the County.

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

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

Contractor

Name (Please type or print)

Name (Please type or print)

Address

Address

City, State, Zip Code

City, State, Zip Code

()

()

Telephone number

Telephone number

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.

COUNTY:

CONTRACTOR:

FOR

Signature - King County Executive

Signature

Date

Name (Please type or print)

Title (Please type or print)

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

Date

KING COUNTY BANKING SERVICES BID FORM

Qualifications

2. Bank by signature below certifies that it is not and will not, during the term of the contract, be in violation of any applicable state, federal or local law including, but not limited to, labor employment standards and employment discrimination laws.

Satisfactory or Outstanding.

Responsiveness

Having carefully examined the Invitation to Bid, and being familiar with all conditions and requirements surrounding the required services, the undersigned hereby proposed to furnish all requirements in accordance with the Bid Documents within the times set forth and at the prices stated below.

FEE BASIS

BASIC SERVICES

Purchases - Physical	\$12.00	Item
Purchase - Book Entry	\$12.00	Item
Maturities - Physical	\$12.00	Item
Maturities - Book Entry	\$12.00	Item
Disbursements	\$10.00	Item
Paydowns	\$5.00	Item
Safekeeping Account Charge	\$375.00	Month

OTHER SERVICES (LIST):

11698

NAME OF BANK _____

Signature of Authorized Official _____

Name of Authorized Official _____

Office Address _____

Telephone Number _____

If different from above, person qualified to answer questions about this bid:

Name _____

Title _____

Office Address _____

Telephone Number _____