

**RESOLUTION NO. 08-527**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT WITH THE CAPITAL PLANNING AND DEVELOPMENT SECTION OF KING COUNTY, WA FOR PROFESSIONAL SERVICES IN THE CONCEPT DESIGN FOR ENHANCING THE LAKE SAWYER BOAT LAUNCH FACILITY**

**WHEREAS**, the City of Black Diamond's boat launch facility on Lake Sawyer is in need of repair in order to provide continued boating access for property owners and visitors to the lake; and

**WHEREAS**, the City of Black Diamond is a recipient of a grant from the Capital Planning and Development Section of King County, WA in the sum of \$50,000; and

**WHEREAS**, the City of Black Diamond will utilize these funds in the development of a concept plan utilizing a sub consultant to improve and upgrade the facility; and

**WHEREAS**, the City Attorney and staff have reviewed the Grant Agreement included in Attachment A of this document and concur with the conditions placed on this Grant Agreement

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is authorized to sign the Grant Agreement with the Capital Planning and Development Section of King County, WA for the sum of \$50,000 to be utilized towards the development of a concept design in upgrading the current boat launch facility located on Lake Sawyer in the City of Black Diamond as attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 10TH DAY OF JULY, 2008.**

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Howard Botts, Mayor

Attest:

  
\_\_\_\_\_  
Brenda L. Streepy, City Clerk

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**King County**

King County Contract No. D36670D  
Federal Taxpayer ID No. 91-6026294

Department/Division Department of Executive Services / Facilities Management Division  
Agency City of Black Diamond  
Project Title Lake Sawyer Boat Launch  
Contract Amount \$ 50,000 Fund Code 316703  
Contract Period From: July 1, 2008 To July 31, 2009

**KING COUNTY SPECIAL PROJECTS CONTRACT - 2008**

THIS CONTRACT is entered into by KING COUNTY (the "County"), and the City of Black Diamond (the "Agency"), whose address is ~~25510 Lawson Street, Black Diamond WA 98010.~~  
24301 Roberts Drive,

WHEREAS, the County has been advised that the following are the current funding sources, funding levels, and effective dates:

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
COUNTY	\$50,000	July 1, 2008 - July 31, 2009
FEDERAL Federal Catalogue No.		-
STATE		-
TOTAL		-

WHEREAS, the County desires to have certain services performed by the Agency as described in this Contract, and as authorized by Ordinance No.; 15652

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:

**This form is available in alternate formats upon request for persons with disabilities.**

**I. EXHIBITS**

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

<input checked="" type="checkbox"/>	<u>Scope of Services</u>	Attached hereto as Exhibit I
<input checked="" type="checkbox"/>	<u>Certificates of Insurance/Endorsements</u>	Attached hereto as Exhibit II
<input checked="" type="checkbox"/>	<u>504 ADA Assurance of Compliance</u>	Attached hereto as Exhibit III
<input checked="" type="checkbox"/>	<u>Personnel Inventory Report (KCC 12.16)</u>	Attached hereto as Exhibit IV
<input checked="" type="checkbox"/>	<u>Affidavit and Certif. Of Compliance (KCC 12.16)</u>	Attached hereto as Exhibit V
<input checked="" type="checkbox"/>	<u>IRS W-9 Form</u>	Attached hereto as Exhibit VI

**II. DURATION OF CONTRACT**

This Contract shall commence on the 1<sup>st</sup> day of July 2008, and shall terminate on the 31<sup>st</sup> day of July 2009, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

**III. COMPENSATION AND METHOD OF PAYMENT**

The County shall reimburse the Agency for satisfactory completion of the terms and conditions found in this Contract and its attached Exhibits. The method and timing of the County's payment to the Agency is specified in the Exhibits.

**IV. INTERNAL CONTROL AND ACCOUNTING SYSTEM**

The Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, financial and governmental reporting standards as prescribed by the appropriate accounting standards board.

**V. AUDITS**

- A. The Agency shall provide the County with a copy of its IRS Form 990 (Return of Organization Exempt from Tax) when requested.
- B. The Agency shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of generally accepted auditing standards; Government Accountability Office Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and Office of Management and Budget Circulars A-21, A-87, A-102, A-122, and A-133, as amended, and as applicable. The County in its sole discretion may waive some or all of these requirements upon the written request of the agency. The Agency shall provide to the County a copy of the audit report, including any management letter or official correspondence submitted by the auditor, its response and corrective action plan for all findings and reportable conditions contained in its audit. These documents shall be submitted no later than six months subsequent to the end of the Agency's fiscal year.
- C. Additional federal and/or state audit or review requirements may be imposed on the County and the Agency shall be required to comply with any such requirements.

## **VI. EVALUATIONS, RECORDS AND INSPECTIONS**

- A. The Agency shall provide right of access to its facilities, including those of any subcontractor, 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. The County shall give advance notice to the Agency in the case of an audit to be conducted by the County.
- B. The Agency shall maintain accounts and records, including personnel, property, financial, programmatic records, and other such records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. If state funding is awarded in conjunction with this project, these records shall be maintained for a period of six years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14, or unless a longer retention period is required by law. 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 records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the County during the performance of this Contract.
- C. Agency agrees to cooperate with the County or its agent in the evaluation of Agency's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.17.

## **VII. CORRECTIVE ACTION**

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

- A. The County shall notify the Agency in writing of the nature of the breach;
- B. The Agency shall respond in writing no later than ten 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 30 days from the date of the Agency'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 shall notify the Agency in writing of the County's determination as to the sufficiency of the Agency's corrective action plan. The County shall have sole discretion in determining the sufficiency of the Agency's corrective action plan;
- D. In the event that the Agency does not respond within the appropriate time with a corrective action plan, or the Agency's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IX;

- E. In addition, the County may withhold any payment owed the Agency or prohibit the Agency 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 IX.

**VIII. ASSIGNMENT/SUBCONTRACTING**

- A. The Agency 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 Agency not less than 15 days prior to the date of any proposed assignment or subcontract.
- B. "Subcontract" shall mean any agreement between the Agency and a subcontractor or subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

**IX. TERMINATION**

- A. This Contract may be terminated by the County without cause, in whole or in part, prior to the date specified in Section II, by providing the Agency 30 days advance written notice of the termination.
- B. The County may terminate this Contract, in whole or in part, upon seven days advance written notice in the event: (1) the Agency materially breaches any duty, obligation, or service required pursuant to this Contract; or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.
- C. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in this Contract and its attached Exhibits, the County may, upon written notification to the Agency, terminate this Contract in whole or in part. 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 the Contract. Should such appropriation not be approved, this Contract shall terminate at the close of the current appropriation year.
- D. The Agency may terminate this Contract upon seven days written notice, should the County commit any material breach of this Contract.
- E. 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.

**X. FUTURE SUPPORT**

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

**XI. HOLD HARMLESS AND INDEMNIFICATION**

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

any purpose. The Agency 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 Agency, its employees, and/or others by reason of this Contract. The Agency shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Agency's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Agency of work, services, materials, or supplies by Agency employees or other suppliers in connection with or support of the performance of this Contract.

- B. The Agency further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Agency, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination sections.
- C. The Agency shall protect, defend, indemnify and save harmless the County, its officers, officials, 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 activities associated with this Contract, by the Agency, its employees, representatives, volunteers and/or agents. The Agency 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 Agency, 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 any costs including attorneys' fees to enforce the provisions of this article, all such costs and fees shall be recoverable from the Agency.
- D. To the extent that an Agency subcontractor fails to satisfy its obligation to defend and indemnify the County as detailed in Section XV.B. of this Contract, the Agency shall protect, defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards or damages arising out of, or in any way resulting from, the negligent act or omissions of the Agency's subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract.

## **XII. INSURANCE**

- A. By the date of execution of this Contract, the Agency shall, for the duration of this Contract, procure, maintain and provide evidence of coverage including the additional insured endorsement, for the applicable insurance required as outlined below.
  - 1. General Liability: Coverage shall be at least as broad as Insurance Services Office form number (CG 00 01) Commercial General Liability, in the amount

of at least \$1,000,000 combined single limit per occurrence by bodily injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. King County, its officers, officials, employees and agents shall be included and endorsed as an additional insured for liability arising out of the performance of activities under this Contract (CG 2010 11/85 or its equivalent).

2. Automobile Insurance: In the event the performance of this Contract requires the use of an automobile, automobile liability coverage in compliance with the statutory requirements of the State of Washington is required.
  3. Workers' Compensation Coverage: When applicable, evidence of Workers' Compensation coverage in compliance with the statutory requirements of the State of Washington shall be provided.
  4. Stop Gap/Employers Liability: Coverage shall be at least as broad as 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. Minimum Limit \$1,000,000.
  5. 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 by the Agency. "Professional Services", for the purpose of this Contract section, shall mean those services that require a professional standard of care. Minimum Limit: \$1,000,000 per claim and in the aggregate.
- B. Acceptability of Insurers: Insurance 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 may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by King County.
- C. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to Agency under this Contract. Agency shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- D. Subcontractors: The Agency shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. If the Agency is relying on the insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract then such requirements and documentation shall be subject to all of the requirements stated herein.

### **XIII. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

#### **A. Nondiscrimination in Employment/Provision of Services**

During the performance of this Contract, neither the Agency 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.

B. Nondiscrimination in Subcontracting Practices

During the solicitation, award and term of this Contract, the Agency 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 Agency 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 Agency 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, King County Code (KCC) 12.17, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, 42 United States Code (USC) 2000(a) et seq., the Americans with Disabilities Act, 42 USC 12101 et seq., and the Restoration Act of 1987. The Agency 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's Business Enterprise Opportunities

The County encourages the Agency to utilize small businesses, including Minority-owned and Women-owned Business Enterprises ("M/WBEs") in the provision of services under this contract. Further information on MWBE opportunities can be obtained from the King County Business Development and Contract Compliance section at 206-205-0700.

E. 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 Agency nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices.

F. Record-Keeping Requirements and Site Visits

The Agency shall maintain, for at least six years after completion of all work under this Contract, the following: 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 records, including written quotes, bids, estimates or proposals submitted to the Agency 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 Agency's office to review the foregoing records. In all other respects, the Agency shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Agency shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

G. **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 Agency may be subject to damages, withholding payment and any other sanctions provided for by the Contract and by applicable law.

**XIV. SECTION 504 AND AMERICANS WITH DISABILITIES ACT (ADA)**

The Agency has completed a 504/ADA Self-Evaluation Questionnaire for all programs and services offered by the Agency (including any services not subject to this Contract) and has evaluated its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, 29 USC 701 et seq. as amended ("504") and the ADA, 42 USC 12101 et seq. The Agency has completed, attached as an exhibit to this Contract, and incorporated herein by reference, a 504/ADA Assurance of Compliance.

**XV. SUBCONTRACTS AND PURCHASES**

- A. The Agency shall include the above Sections IV, V, X, and XIII in every subcontract or purchase agreement for services which relate to the subject matter of this Contract.
- B. The Agency agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its 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 act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

**XVI. CONFLICT OF INTEREST**

- A. The Agency agrees to comply with the provisions of KCC Chapter 3.04. Failure to comply with any requirement of KCC Chapter 3.04 shall be a material breach of this Contract and may result in termination of this Contract pursuant to Section IX and subject the Agency to the remedies stated therein or otherwise available to the County at law or in equity.
- B. The Agency agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any County official or employee. The Agency acknowledges that if it is found to have violated the prohibition found in this

paragraph, its current contracts with the County will be cancelled and it shall not be able to bid on any County contract for a period of two years.

- C. The Agency acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Agency shall identify, at the time of offer, current or former County employees involved in the preparation of proposals or the anticipated performance of work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Agency is responsible for notifying the County's project manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

## **XVII. POLITICAL ACTIVITY PROHIBITED**

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

## **XVIII. BOARD OF DIRECTORS**

- A. If the Agency is incorporated, it shall have an active, legally constituted board of directors in accordance with RCW Chapters 23B or 24, as applicable.
- B. The following additional requirements shall apply to the agencies that qualify as non-profit organizations under USC, Title 26, Subtitle A, Chapter 1, Subchapter F, Part 1, Section 501(C)(3).
1. The Agency shall have a Board of Directors that shall be comprised of neither employees nor relatives of employees, officers, or directors of the Agency. For the purposes of this Section, a relative is defined as husband, wife, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, grandparent, grandchild, uncle, aunt, domestic partner and child of domestic partner. In addition, the relatives of a domestic partner shall be considered relatives to the same extent such relatives would be included in this Section, as if the employee and domestic partner were married.
  2. The Board of Directors shall meet regularly.
  3. The Board of Directors shall cause to be adopted a formal conflict of interest policy for Board members that complies with the applicable provisions of the Internal Revenue Code and its 501 (C)(3) status, and addresses issues regarding gifts, financial gain, and improper use of position.

## **XIX. EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP**

- A. The Agency agrees that equipment purchased with Contract funds at a cost of \$5,000 per item or more, when identified in an exhibit as reimbursable is upon its purchase or receipt the property of the Agency, County, and/or federal, and/or state government, as specified in the exhibit.

- B. The Agency shall be responsible for all such equipment, including the proper care and maintenance.
- C. The Agency shall ensure that all such equipment shall be returned to the appropriate government agency, whether federal, state or County upon written request of the County.
- D. The Agency shall admit County staff to the Agency's premises for the purpose of marking such property with appropriate government property tags.
- E. The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract identified funds.

**XX. NOTICES**

Whenever this Contract requires that notice be provided by one party to another, such notice shall be in writing and directed to the chief executive officer of the Agency and the director of the County department specified on page one of this Contract.

**XXI. 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.

**XXII. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY**

The Agency shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than 15 percent higher than the cost of non-recycled paper, the Agency may notify the Contract Administrator, who may waive the recycled paper requirement. The Agency shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical at the fulfillment of this Contract.

**XXIII. 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.

**XXIV. SERVICES PROVIDED IN ACCORDANCE WITH LAW AND RULE AND REGULATION**

The Agency and any subcontractor(s) agree to abide by the terms of the Revised Code of Washington, rules and regulations promulgated thereunder, and the DSHS and County Agreement on General Terms and Conditions between the Department of Social and Health Services and King County, as amended, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

In the event of a conflict between any of the language contained in any exhibit or any attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

**XXV. CONFIDENTIALITY**

The Agency agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

**XXVI. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996**

Terms used in this section shall have the same meaning as those terms in the Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160 and 164.

**A. Obligations and Activities of the Agency**

1. The Agency agrees not to use or disclose protected health information other than as permitted or required by law.
2. The Agency agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains or transmits on behalf of the County as required by 45 CFR, Part 164, Subpart C.
3. The Agency agrees to mitigate, to the extent practicable, any harmful effect that is known to the Agency of a use or disclosure of protected health information by the Agency in violation of the requirements of this Contract.
4. The Agency agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident, to the County within two days of the Agency's knowledge of such event.
5. The Agency agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Agency on behalf of the County, agrees to the same restrictions and conditions that apply through this Contract to the Agency with respect to such information.
6. The Agency agrees to make available protected health information in accordance with 45 CFR § 164.524.
7. The Agency agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
8. The Agency agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by the Agency on behalf of King County, available to the Secretary, in a reasonable time and manner for purposes of the Secretary determining King County's compliance with the privacy rule.

9. The Agency agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528.

B. Permitted Uses and Disclosures by Business Associate

The Agency may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, King County as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by King County or the minimum necessary policies and procedures of King County.

C. Effect of Termination

1. Except as provided in paragraph C.2. of this Section, upon termination of this Contract, for any reason, the Agency shall return or destroy all protected health information received from the County, or created or received by the Agency on behalf of the County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Agency. The Agency shall retain no copies of the protected health information.
2. In the event the Agency determines that returning or destroying the protected health information is infeasible, the Agency shall provide to King County notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the Agency shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Agency maintains such protected health information.

**KING COUNTY**

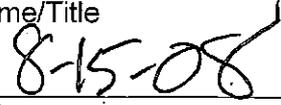
**AGENCY**

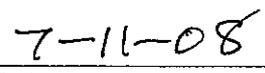
 FOR  
King County Executive

  
Signature

Karen Heidergott, Section Manager  
Capital Planning and Development  
Name/Title

Howard Botts, Mayor of Black Diamond  
Name/Title

  
Date

  
Date

Approved by DCHS Director

Approved as to Form:

OFFICE OF THE KING COUNTY  
PROSECUTING ATTORNEY  
September 25, 2007

**EXHIBIT I**  
**Scope of Services and Reimbursement Requirements – D36670D**  
**Lake Sawyer Park Boat Launch – 316703**

**Scope of Project**

This contract will provide funds (\$50,000) to the City of Black Diamond to be used to replace the existing concrete boat launch ramp, the construction of a new floating dock and improvements to the parking lot to the boat ramp. The King County funds will be directed to cover the costs associated with design and permitting including SEPA checklist.

**Project Requirements**

The City of Black Diamond shall comply with all applicable laws, ordinances and regulations in using funds provided by the County including, to the extent applicable, those related to "public works," such as consultant selection Chapter (39.80 RCW), payment of prevailing wages (Chapter 39.12 RCW), submittal of performance and payment bond (Chapter 39.08 RCW) and competitive bidding of contracts (Chapter 36.32 RCW).

**Reimbursement Requirements**

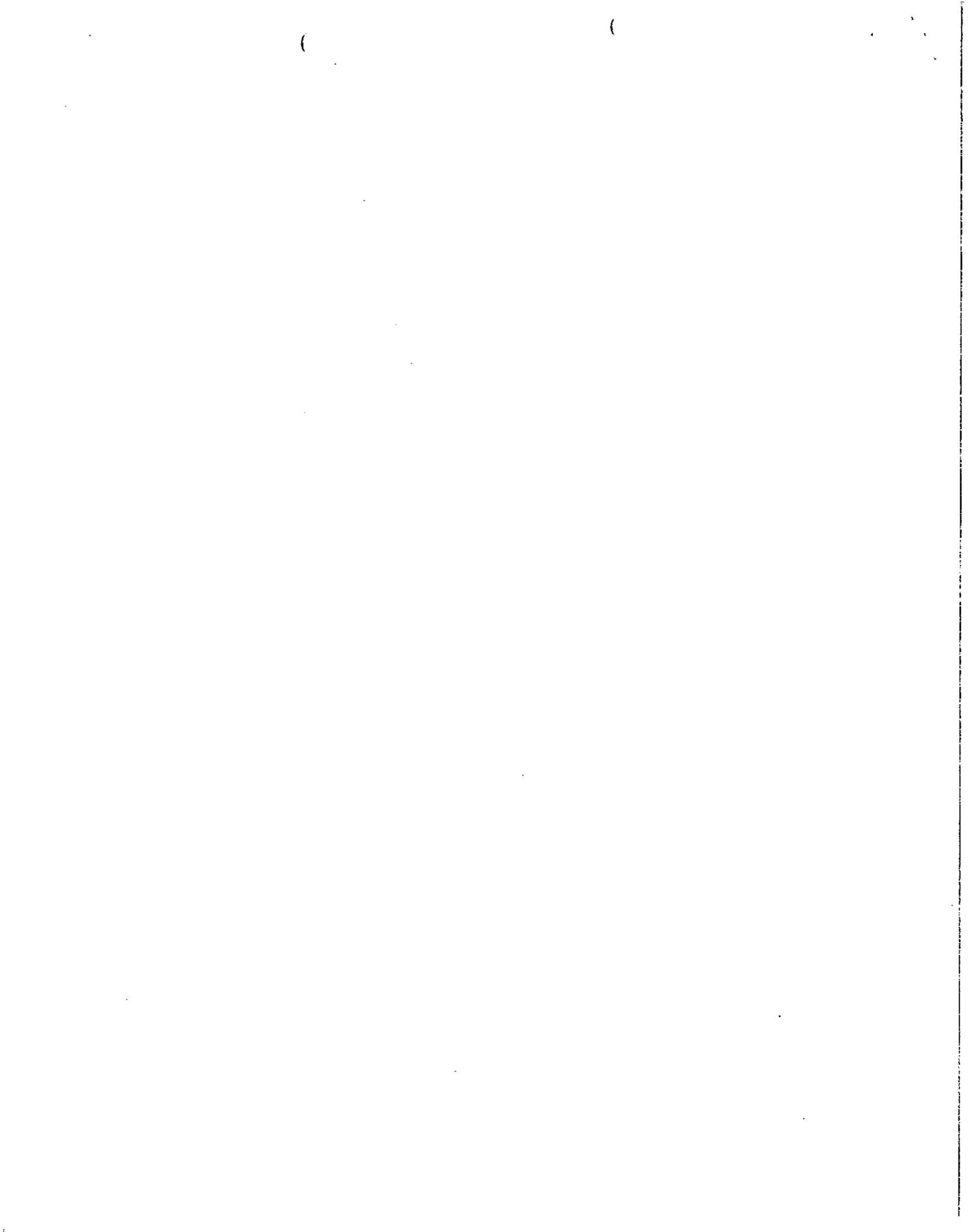
- 1) Submit an invoice for costs that are due and payable or have been paid and for which reimbursement is being requested. Invoice(s) must include substantiating documentation of actual costs incurred. Such documentation shall include billing statements from consultant designers, vendors/suppliers/contractors/permitting agencies that are owed for goods and services received or that have been paid, and for which proof of payment is provided.
- 2) The City shall not use County funds to supplant other funds; the County will not pay for costs that have been paid for by another source of funds.
- 3) The City will submit evidence that the above-referenced improvements are underway or complete.
- 4) City Council Meeting minutes, resolution or ordinance documenting that the City approved a budget of income and expenses for the operating year 2008. The City and the County agree that compliance with this submittal shall be in lieu of compliance with Section V. AUDITS, of the Special Projects contract.

**Project Budget**

Design: \$37,000	Parking Lot Construction: \$13,000	King County
<u>\$54,891</u>	<u>\$17,000</u>	City REET
\$91891	\$30,000	

**Project Schedule**

Parking Lot Construction: underway summer, 2008, complete September, 2008  
Design: King County portion complete December, 2008, final design complete 2<sup>nd</sup> qtr. 2009



**CITIES INSURANCE ASSOCIATION OF WASHINGTON**

**CERTIFICATE OF INSURANCE**

ISSUE DATE 7/16/2008

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

<b>PRODUCER</b> Public Risk Underwriters 18106 140th AVENUE N.E. WOODINVILLE, WASHINGTON 98072-6874  PHONE (425) 482-6767 FAX (425) 482-2777	<b>COMPANIES AFFORDING COVERAGE</b>  <b>GENERAL LIABILITY</b> ST PAUL FIRE & MARINE INSURANCE COMPANY  <b>AUTOMOBILE LIABILITY</b> ST PAUL FIRE & MARINE INSURANCE COMPANY  <b>PROPERTY</b> ST PAUL FIRE & MARINE INSURANCE COMPANY  <b>CRIME / PUBLIC EMPLOYEE DISHONESTY</b> ST PAUL FIRE & MARINE INSURANCE COMPANY
<b>INSURED</b> CITY OF BLACK DIAMOND  A MEMBER OF CITIES INSURANCE ASSOCIATION OF WASHINGTON P.O. BOX 599 25510 LAWSON ST. BLACK DIAMOND, WA 98010	

**COVERAGES**

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
<b>GENERAL LIABILITY</b>				
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM INCLUDES STOP GAP	GP06301990	9/1/2007	9/1/2008	GENERAL AGGREGATE \$20,000,000 PERSONAL & ADV INJURY \$10,000,000 EACH OCCURRENCE \$10,000,000 ANNUAL POOL AGGREGATE \$45,000,000
(LIABILITY IS SUBJECT TO A \$100,000. S.I.R. PAYABLE FROM POOL FUNDS)				
<b>AUTOMOBILE LIABILITY</b>				
ANY AUTO	GP06301990	9/1/2007	9/1/2008	COMBINED SINGLE LIMIT \$10,000,000
(LIABILITY IS SUBJECT TO A \$100,000. S.I.R. PAYABLE FROM POOL FUNDS)				
<b>PROPERTY</b>	GP06301990	9/1/2007	9/1/2008	\$50,000,000 LIMIT \$250,000,000 ANNUAL POOL AGGREGATE
<b>CRIME / PUBLIC EMPLOYEE DISHONESTY</b>	GP06301990	9/1/2007	9/1/2008	\$1,000,000 EACH OCCURRENCE
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS</b>				
WITH REGARD TO GRANT FOR LAKE SAWYER BOAT LAUNCH, CONTRACT N: D36670D; KING COUNTY, ITS OFFICIALS, EMPLOYEES AND/OR AGENTS ARE NAMED AS ADDITIONAL INSUREDS, WITH RESPECT WITH THE ABOVE REFERENCE GRANT ONLY, SUBJECT TO POLICY TERMS CONDITIONS AND EXCLUSIONS. ADDITIONAL INSURED ENDORSEMENT ATTACHED.				

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO LIABILITY OR OBLIGATION OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTITIVES.

<b>CERTIFICATE HOLDER</b> KING COUNTY CAPITAL PLANNING AND DEVELOPMENT SECTION FACILITIES MANAGEMENT DIVISION, DES 500 FOURTH AVENUE, ROOM 320 SEATTLE, WA, 98104 ATTN: JEFF HANSEN	<b>AUTHORIZED REPRESENTATIVE</b>   Patti A. Ferguson
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**PUBLIC ENTITY LIABILITY PROTECTION POOLING GROUPS  
ADDITIONAL PROTECTED PERSONS ENDORSEMENT – PERSONS  
OR ORGANIZATIONS REQUIRED BY WRITTEN CONTRACT FOR  
INSURANCE.**

This endorsement changes your Public Entity Liability Protection  
Pooling Groups – Excess of Self-Insured Retention.

**How Coverage is Changed**

The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

**Additional protected person when required by a written contract for insurance.**

Any person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement is a protected person. But only for covered injury or damage arising out of:

- premises you own, lease or borrow; or
- your work for that person or organization.

Any person or organization that you agree in a written contract of insurance to add as an additional protected person under this agreement is also a protected person for covered injury or damage arising out of your completed work for that person or organization. But only if the written contract for insurance specifically requires such completed work coverage for that person or organization and only for the period of time such completed work is required in the written contract for insurance

However, no person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement is a protected person for injury or damage arising out of its sole negligence.

In addition, any person or organization that you agree in a written contract for insurance to add as an additional protected person under this agreement is a protected person only for the lessor of:

- the limits of coverage required by the written contract for insurance; or
- the limits of coverage available for this agreement.

*Written contract for insurance* means that part of any written contract or agreement in which you agree to add a person or organization as an additional protected person under this agreement that:

- was made before; and
- is in effect when;

NAME OF INSURED	Policy Number	Processing Date	Effective Date
Cities Insurance Association of Washington	GP06301990	7/16/2008	09/01/07

**PUBLIC ENTITY LIABILITY PROTECTION POOLING GROUPS  
ADDITIONAL PROTECTED PERSONS ENDORSEMENT – PERSONS  
OR ORGANIZATIONS REQUIRED BY WRITTEN CONTRACT FOR  
INSURANCE.**

This endorsement changes your Public Entity Liability Protection  
Pooling Groups – Excess of Self-Insured Retention.

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the bodily injury or property damage happens, or the personal injury or  
advertising injury offense in committed.

*Additional protected person* may also be called an additional insured in the written  
contract for insurance.

We explain the term your work and your completed work in the Products and completed  
work total limit section.

**Other Terms**

All other terms of your policy remain the same.

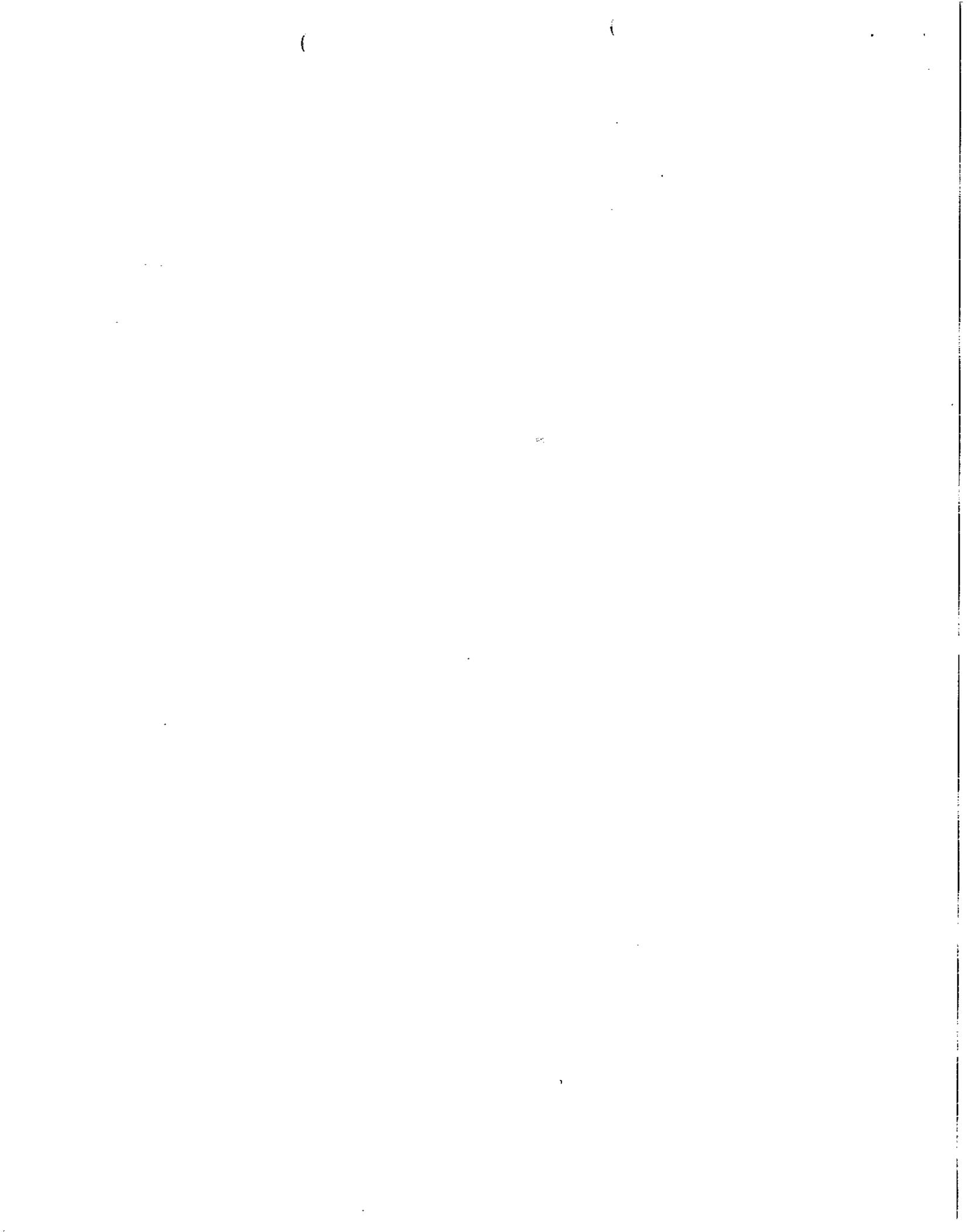
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Cities Insurance Association of Washington	Policy Number GP06301990	Processing Date 7/16/2008	Expiration Date 09/01/08
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Customized Form  
Page 2 of 2



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
7/15/08

PRODUCER  
CAL# 0531007  
  
WELLS FARGO INSURANCE SERVICES  
P.O. Box 91143  
Seattle, WA 98111-9243

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURED  
Anchor Environmental LLC  
1423 3rd Ave Ste 300  
Seattle WA 98101

INSURER A: TRAVELERS INDEM CO. OF AMERICA  
INSURER B: LLOYD'S SYND #623  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	6805251L034	10/10/07	10/10/08	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10000
	<input checked="" type="checkbox"/> Stop Gap				PERSONAL & ADV INJURY \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2000000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY	BA5398L892	10/10/07	10/10/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
B	OTHER Professional Liability	W1513507PNPM	10/10/07	10/10/08	\$1,000,000 Per Occur. \$1,000,000 Aggregate

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

RE: LAKE SAWYER BOAT LAUNCH IMPROVEMENTS PROJECT.  
CITY OF BLACK DIAMOND IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AS RESPECTS THEIR INTEREST IN THE INSURED OPERATIONS OF THE NAMED INSURED PER THE ATTACHED ENDORSEMENTS. DJT

**CERTIFICATE HOLDER**

ADDITIONAL INSURED; INSURER LETTER:

**CANCELLATION**

City of Black Diamond  
Attn: Aaron Nix  
25510 Lawson Street  
Black Diamond, WA 98101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*[Signature]*

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** Provisions A. – S. and U. of this endorsement broaden coverage. Provisions T. and V. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>A. Broadened Named Insured</li> <li>B. Incidental Medical Malpractice</li> <li>C. Reasonable Force – Bodily Injury Or Property Damage</li> <li>D. Non-Owned Watercraft – Increased To Up To 75 feet</li> <li>E. Aircraft Chartered With Crew</li> <li>F. Extension Of Coverage – Damage To Premises Rented To You</li> <li>G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion</li> <li>H. Increased Supplementary Payments</li> <li>I. Additional Insured – Owner, Manager Or Lessor Of Premises</li> <li>J. Additional Insured – Lessor Of Leased Equipment</li> <li>K. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises</li> <li>L. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations</li> </ul> | <ul style="list-style-type: none"> <li>M. Additional Insured – Architect, Engineer Or Surveyor</li> <li>N. Who Is An Insured – Newly Acquired Or Formed Organizations</li> <li>O. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess</li> <li>P. Per Project General Aggregate Limit</li> <li>Q. Knowledge And Notice Of Occurrence Or Offense</li> <li>R. Unintentional Omission</li> <li>S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement</li> <li>T. Amended Bodily Injury Definition</li> <li>U. Amended Insured Contract Definition – Railroad Easement</li> <li>V. Amended Property Damage Definition – Tangible Property</li> </ul> |
|--|--|

### PROVISIONS

#### A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner

of, or maintain the majority ownership interest in, such organization.

2. This Provision A. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

#### B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph 1. Insuring Agreement of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section 1)**:

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a

co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

**2. As used in this Provision B.:**

- a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
- b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

**3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.**

**4. The following exclusion is added to Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

**Sale of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

**5. The insurance provided by this Provision B. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.**

**C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

The Expected Or Intended Injury Exclusion in Paragraph 2. Exclusions of COVERAGE A

**BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I) is deleted and replaced by the following:**

**Expected Or Intended Injury Or Damage**

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

**D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET**

1. The exception contained in Subparagraph (2) of the Aircraft, Auto Or Watercraft Exclusion in 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I) is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry persons or property for a charge;

2. Only as respects the insurance provided by this Provision D., WHO IS AN INSURED (Section II) is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.

3. The insurance provided by this Provision D. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**E. AIRCRAFT CHARTERED WITH CREW**

1. The following is added to the exceptions contained in the Aircraft, Auto Or Watercraft Exclusion in Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):

Aircraft chartered with crew, including a pilot, to any insured.

2. This Provision E. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured,

whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**F. EXTENSION OF COVERAGE - DAMAGE TO PREMISES RENTED TO YOU**

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
- a. Rupture, bursting, or operation of pressure relief devices;
  - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
  - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph 6. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all

"property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph a. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

**G. MALICIOUS PROSECUTION - EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION**

The following is added to the **Knowing Violation Of Rights Of Another Exclusion** in 2. Exclusions of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY Endorsement**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

**H. INCREASED SUPPLEMENTARY PAYMENTS**

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** in **COVERAGES (Section I)** are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.

2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

**I. ADDITIONAL INSURED -- OWNER, MANAGER OR LESSOR OF PREMISES**

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
- b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.

2. The insurance provided to such additional insured under this Provision I. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- b. The insurance afforded to such additional insured does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;
  - (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or
  - (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision I. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**J. ADDITIONAL INSURED -- LESSOR OF LEASED EQUIPMENT**

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
- b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- b. The insurance afforded to such additional insured does not apply:
  - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or
  - (2) If the equipment is leased with an operator.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**K. ADDITIONAL INSURED -- STATE OR POLITICAL SUBDIVISIONS -- PERMITS RELATING TO PREMISES**

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

**L. ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS RELATING TO OPERATIONS**

The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products - completed operations hazard".

**M. ADDITIONAL INSURED - ARCHITECT, ENGINEER OR SURVEYOR**

1. The following is added to Paragraph 2. of WHO IS AN INSURED (Section II) to include as an insured:

Any architect, engineer or surveyor engaged by or for you, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision M. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**N. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

1. Paragraph 4.a. of WHO IS AN INSURED (Section II) is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision N. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

**O. WHO IS AN INSURED - UNNAMED PARTNERSHIP OR JOINT VENTURE - EXCESS**

1. The last paragraph of WHO IS AN INSURED (Section II) is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations. However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations.

2. This Provision O. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

3. The insurance provided by this Provision O. shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

**P. PER PROJECT GENERAL AGGREGATE LIMIT**

1. Paragraph 2. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage B; and
- b. Damages from "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which cannot be attributed only to operations at a single "project".

2. The following is added to LIMITS OF INSURANCE (Section III):

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage A for damages and under Coverage C for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision P.:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or

premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

**Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

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

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

**R. UNINTENTIONAL OMISSION**

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

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT**

The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others to Us of **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

**T. AMENDED BODILY INJURY DEFINITION**

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

**U. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT**

1. Subparagraph c. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

c. Any easement or license agreement;

2. Subparagraph f.(1) of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

**V. AMENDED PROPERTY DAMAGE DEFINITION - TANGIBLE PROPERTY**

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

All other terms of your policy remain the same.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OTHER INSURANCE – ADDITIONAL INSURED**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**PROVISIONS**

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other Insurance), is amended as follows:

1. The following is added to Paragraph a. Primary Insurance:

However, if you specifically agree in a written contract or written agreement that the Insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this Insurance is primary to other Insurance that is available to such additional Insured which covers such additional insured as a named Insured, and we will not share with that other Insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. Excess Insurance regarding any other primary Insurance available to you is deleted.
3. The following is added to Paragraph b. Excess Insurance, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

**504/ADA DISABILITY ASSURANCE OF COMPLIANCE**

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

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

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

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

According to the responses to the questions in the 504/ADA Self-Evaluation Questionnaire, (company name) City of Black Diamond  YES  NO  
\_\_\_\_\_ is in compliance with 504/ADA.

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

**Corrective Action Plan**

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

Actions To Be Taken	General Requirements	Completion Date

Actions To Be Taken	Program Access	Completion Date

504/ADA DISABILITY ASSURANCE OF COMPLIANCE (continued)

Employment and Reasonable Accommodation

Actions To Be Taken

Completion Date

Three horizontal lines for recording actions and completion dates.

Physical Accessibility

Actions To Be Taken

Completion Date

Three horizontal lines for recording actions and completion dates.

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

Aaron C. Nix  
Signature of authorized signator

Aaron C. Nix  
Type or print name of authorized signator

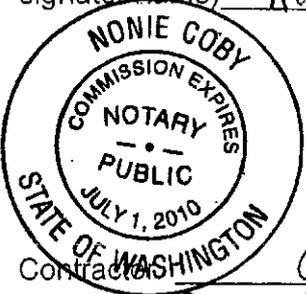
<sup>ACN</sup>  
NR Director  
Title

360-886-2566  
Telephone

For Notary:

State of Washington, County of King

Signed and sworn before me on (date) July 23 2008 by (print authorized signator name) Aaron C Nix



Notary signature: Nonie Coby

Notary (print name): Nonie Coby

My appointment expires: July 1 2010

Contractor City of Black Diamond  
Company Name

24301 Roberts Drive Black Diamond WA 98010  
Street Address City State Zip

Note: This form may be used as an exhibit with other King County contracts for two years from the date the form is completed.



King County

# Personnel Inventory Report

Legal name of business City of Black Diamond Contract No: \_\_\_\_\_  
 dba (if applicable) \_\_\_\_\_ Telephone No: 360-886-2560  
 Street address: 24301 Roberts Dr. City Black Diamond State WA Zip Code 98010  
 Submitted by: Brenda Streepy Title City Admin./City Clerk Date 7-15-08

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

If yes, list on the Employment Data Chart below the total number of employees for all businesses located within each location listed below. Indicate which locale (1,2,3) report covers. This report is for Payroll Period ending (Month/Day/Year): 6/30/08 and covers the following locale: **(Check only one box)**

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

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

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

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial	4	3														
Professional	3	3														
Technical	1															
Clerical		5														
Sales																
Service																
Labor	2															
On-Job Trainees																
Apprentice																
Skilled Craft Total*																
Total																

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

Total number of employees reported above: 21 If no employees, write "0."





# Affidavit and Certificate of Compliance

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

The undersigned, being first duly sworn, on oath states, s/he is authorized by the Contractor, and on the Contractor's behalf, affirms and certifies as follows:

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

- A. Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Contractor further recognizes that this Affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basic nondiscrimination provisions of the general contract specifications as applied to service, consultant, and vendor contracts exceeding \$25,000, or public work contracts exceeding \$10,000. Contractor herein agrees that this Affidavit is incorporated as an addendum to its general contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general specifications, King County Code Chapter 12.16 ("Chapter") and this Affidavit. PROVIDED FURTHER, that in lieu of this Affidavit, the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of the Chapter.
- B. Contractor shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of work.
- C. This person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken.
- D. Contractor will cooperate fully with the BD and Contract Compliance Section and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this Affidavit and in King County Code Chapter 12.16.
- E. **Reports:** The Contractor agrees to complete and submit as required such additional reports and records that may be necessary to determine compliance with the Affidavit and to confer with the County Compliance Officer at such times as the County shall deem necessary. The information required by the Chapter includes but is not limited to the following reports and records:
  1. **Personnel Inventory Report:** This report shall include a breakdown of the employer workforce showing race, sex and handicapped and other minority data.
  2. **Monthly EEO Report:** This report shall apply to construction contractors and subcontractors, and shall provide the number of hours of employment for all employees, including minority, women and disabled employees by craft and category.
  3. **Statement from Union or Worker Referral Agency:** This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race,

color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of sensory, mental or physical disability.

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

- F. **Subcontractors:** For public works projects and contracts over ten thousand dollars (\$10,000) the prime contractor shall be required to submit to the County, along with its qualifying documents under the Chapter, employment profiles, Affidavits and Certificates of Compliance, Reports and Union Statements from its subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the contract period will apply equally to all subcontractors.
- G. **Employment Goals for Minorities, Women and Persons with Disabilities:** No specific levels of utilization of minorities and women in the workforce of the Contractor shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices. Notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- H. **Affirmative Action Measures:** Contractor agrees to implement and/or maintain reasonable good faith efforts to comply with King County Code Chapter 12.16. The evaluation of a contractor's compliance with the Chapter shall be based upon the contractor's effort to achieve maximum results from its affirmative action measures. The Contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:
  1. **Policy Dissemination:** Internal and external dissemination of the contractor's equal employment opportunity policy; posting of nondiscrimination policies and of the requirement of the Chapter on bulletin boards clearly visible to all employees; notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other contract, subcontract, or understanding of the contractor's commitments under the Chapter. Inclusion of the equal opportunity policy in advertising in the news media and elsewhere.
  2. **Recruiting:** Adopt and implement recruitment procedures designed to increase the representation of women, minorities and persons with disabilities in the pool of applicants for employment: including, but not limited to establishing and maintaining a current list of minority, women and disabled recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, women and/or disabled readership.
  3. **Self-Assessment and Test Validation:** Review of all employment policies and procedures, including tests, recruitment, hiring and training practices and policies, performance evaluations, seniority policies and practices, job classifications and job assignments to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and persons with disabilities and validate all tests and

other selection requirements where there is an obligation to do so under state or federal law.

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

an annual basis.

- I. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- J. Contractor agrees to provide reasonable access upon request to the premises of all places of business and employment, relative to work undertaken in this Contract, and to records, files, information and employees in connection therewith, to the BD and Contract Compliance Section or agent for purposes of reviewing compliance with the provisions of this Affidavit and agrees to cooperate in any compliance review.
- K. Should the BD and Contract Compliance Section find, upon complaint investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this Affidavit, it shall notify the County and Contractor in writing of the finding fully describing the basis of non-compliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the Contractor and the County that the noncompliance has been resolved.
- L. The Contractor agrees that any violation of any term of this Affidavit, including reporting requirements, shall be deemed a violation of King County Code Chapter 12.16. Any such violation shall be further deemed a breach of a material provision of the Contract between the County and the Contractor. Such breach may be grounds for implementation of any sanctions provided for in the Chapter, including but not limited to, cancellation, termination or suspension, in whole or part, of the Contractor by the County; liquidated damages; or disqualification of the Contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

Contractor: City of Black Diamond 24301 Roberts Black Diamond WA 98010  
Company Name Street Address City State Zip

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

Authorized Signer: Aaron Nix NR Director (360) 886-2560 Aaron C. Nix  
Name (type or print) Title Phone Signature

**VALID ONLY IF NOTARIZED**

SUBSCRIBED AND SWORN TO BEFOR ME THIS 23 DAY OF July, 2008.

Noane Coyle  
Notary Public in and of the state of Washington

Residing at: Black Diamond WA



**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2

Name (as shown on your income tax return)  
City of Black Diamond

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other Gov't  Exempt from backup withholding

Address (number, street, and apt. or suite no.)  
24301 Roberts Drive

City, state, and ZIP code  
Black Diamond, WA 98010

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
| | + | + | | |

or

Employer identification number  
91160116204

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person Maryene J. Miller, Finance Director Date 7-14-08

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities):

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.