

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related Contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The attached proposal is a firm offer for a period of sixty (60) days following receipt, and it may be accepted by NORCOM without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the sixty (60) day period.
3. I/we understand that NORCOM will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of NORCOM, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
4. I/we agree that submission of the attached proposal constitutes acceptance of the Request for Proposals provisions, and the specific and standard terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

Signature of Proposer

Title

Date

EXHIBIT B

DRAFT PROFESSIONAL SERVICES AGREEMENT

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 200__, by and between North East King County Regional Public Safety Communication Agency (hereinafter referred to as "NORCOM"), and _____, (hereinafter referred to as "CONTRACTOR").

In consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

I. Scope and Schedule of Work.

- A.** The CONTRACTOR agrees to perform those services described in Exhibit "A," attached hereto and incorporated herein.
- B.** All obligations and services of the CONTRACTOR, undertaken pursuant to this Agreement, shall be performed diligently and completely. The standard of care applicable to CONTRACTOR'S performance will be the greater of (1) its obligations under this Agreement or (2) the degree of quality, skill and diligence normally employed by consultants performing the same or similar Services for the same or similar projects or facilities in the State of Washington.
- C.** All work shall be satisfactorily completed on or before _____. The time period for performance shall be extended by the amount of time that the CONTRACTOR is unable to proceed because of a delay solely attributable to NORCOM, provided, the CONTRACTOR advises NORCOM of the delay as soon as is practicable.

II. Compensation and Payment.

- A.** NORCOM shall pay the CONTRACTOR the amount of \$_____ for the services performed under this Agreement. Such payment shall be the total compensation for all work performed under this Agreement, including, but not limited to, all labor, materials and supplies, incidental expenses, subcontractor's fees, reimbursable expenses, and equipment expenses.
- B.** The CONTRACTOR shall be eligible for payment after the performance of all services under this Agreement. The CONTRACTOR shall submit an original written invoice, with necessary and appropriate documentation, in a format comparable to the invoice attached hereto and identified as Exhibit "B," as determined by NORCOM, for work completed during the previous month.
- C.** Payment shall be made through NORCOM'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
- D.** NORCOM may withhold payment to the CONTRACTOR for any work not completed to NORCOM'S satisfaction until such time as the CONTRACTOR modifies such work to the satisfaction of NORCOM.

- E. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- F. In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes NORCOM to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts, upon demand, by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the CONTRACTOR'S total compensation.

III. Termination of Agreement.

- A. NORCOM may terminate this Agreement at any time, with or without cause, by giving ten days' notice to the CONTRACTOR in writing. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Agreement shall be provided to NORCOM. In the event NORCOM terminates this Agreement prior to completion without cause, the CONTRACTOR may complete such analyses and records as may be necessary to place its files in order and as mutually agreed to by the parties. The CONTRACTOR shall be entitled to receive just and equitable compensation for satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein.
- B. NORCOM may suspend this Agreement, at its sole discretion, upon one week's advance notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Agreement without delay when the suspension period ends.
- C. Neither party shall be considered to be in default in the performance of this Agreement to the extent that performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party.

IV. Rights in Data and Publications.

- A. Data which is developed pursuant to this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by NORCOM. Pursuant to 17 U.S.C. § 201, NORCOM will be deemed the author of the data and will own all copyrights in the data. "Data" shall mean all work product to be provided by the CONTRACTOR under this Agreement and shall include, but not be limited to, draft and final reports, documents, pamphlets, advertisements, books, magazines, surveys studies, computer programs, films, tapes, and/or sound reproductions. The CONTRACTOR shall obtain NORCOM'S written approval prior to the publication of any results of studies and/or services performed or to be performed for any purpose other than for Agency use. This provision shall not apply to any data that is developed independent of this Agreement.
- B. Methodology and logic systems developed under this Agreement are the property of the CONTRACTOR and NORCOM and may be used as either sees fit, including the right to revise or publish the same without limitation.
- C. The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

V. Contract Administration and Management.

- A.** NORCOM shall have primary responsibility for administering and approving services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and NORCOM.
- B.** Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage prepaid, to the respective party being notified at the address listed with the signature of this Agreement.
- C.** The CONTRACTOR, at such times and in such form as NORCOM may require, shall furnish NORCOM with periodic reports pertaining to the work and services undertaken pursuant to this Agreement. The CONTRACTOR shall maintain records documenting all fees and all reimbursable expenses in excess of \$5.00, incurred either by the CONTRACTOR or any subcontractor under in the performance of this Agreement. The CONTRACTOR will make available to NORCOM all work-related accounts, records, and documents, for inspection, auditing, or evaluation during normal business hours in order to assess performance, compliance, and/or quality assurance under this Agreement.
- D.** The CONTRACTOR shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- E.** The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest, or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of NORCOM.

VI. Independent Contractor Status.

- A.** The CONTRACTOR is and shall be at all times during the term of this Agreement an independent contractor, and not an employee of NORCOM.
- B.** The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the CONTRACTOR'S status as an independent contractor. If NORCOM is assessed, liable, or responsible in any manner for those charges or taxes, the CONTRACTOR agrees to hold NORCOM harmless from those costs, including attorney's fees.
- C.** The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.
- D.** The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license under Bellevue City Code Chapter 4.09.030L and shall pay business and occupation taxes as required by Bellevue City Code Chapter 4.09.
- E.** This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

VII. Indemnification.

- A.** The CONTRACTOR shall indemnify, defend, and hold harmless NORCOM, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses, and costs arising out of the subject matter of this Agreement; provided, this provision shall not apply to the extent that damage or injury results from the fault of NORCOM, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B.** The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against NORCOM and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO PURSUANT TO THE PROVISIONS OF RCW 4.24.115 AND WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C.** These indemnifications shall survive the termination of this Agreement.
- D.** A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.

VIII. Nondiscrimination.

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding nondiscrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap. In the event of noncompliance by the CONTRACTOR with any of the nondiscrimination provisions of this Agreement, NORCOM shall be deemed to have cause to terminate this Agreement, in whole or in part.

IX. Conflict of Interest.

The CONTRACTOR shall comply with all federal, state, County and City conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

X. Interpretation and Venue.

- A.** Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- B.** If one or more of the clauses of this Agreement is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

C. This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

NORCOM

CONTRACTOR

Thomas R. Orr, Director

Name: _____
Its: _____

Tax ID #: _____

Approved as to Form:

Pacifica Law Group

AGREEMENT EXHIBIT "A"

SCOPE AND SCHEDULE OF WORK

CONTRACTOR will:

AGREEMENT EXHIBIT "B"

INVOICE

This form is intended to illustrate the information NORCOM needs to process contract payments. NORCOM prefers that CONTRACTORS use their standard business invoice forms so long as they include the following information. CONTRACTORS who do not have a standard business invoice form may use this form as their invoice. Your cooperation in providing us the information we are requesting will ensure prompt processing of your payments.

I HEREBY REQUEST PAYMENT FOR SERVICES:

AS PER CONTRACT No.: _____ AMOUNT DUE: _____

I HEREBY CERTIFY THAT THIS BILL IS CORRECT AND JUST AND THAT PAYMENT HAS NOT BEEN RECEIVED. I FURTHER CERTIFY THAT ALL SERVICES UNDER THIS AGREEMENT HAVE BEEN PERFORMED.

BY: _____ DATE SIGNED: _____
SIGNATURE:

TITLE: _____

ORGANIZATION NAME: _____

SS No. OR FEDERAL TAX ID No.: _____

TELEPHONE NUMBER: _____

PLEASE REMIT PAYMENT TO: (Name & Address of Vendor)

I attest that these services have been completed as per the contract.

Contract Coordinator Signature