

CONSULTANT:	KDK LLC
CONTACT PERSON:	Ken Katahira
ADDRESS:	601 NE 7 <sup>th</sup> ST, Coupeville, WA 98239-3648
TELEPHONE / EMAIL ADDRESS:	206-359-5145 / kkatahira02@gmail.com
COUNTY DEPARTMENT:	Human Services Department
DEPARTMENT CONTACT PERSON:	Jackie Anderson
TELEPHONE / EMAIL ADDRESS:	425-388-3237
PROJECT:	Capital Project Technical Assistance
CONTRACT AMOUNT:	\$49,000
FUND SOURCE:	CDBG, ARPA, 1590
CONTRACT DURATION:	October 1, 2023 through June 30, 2024
CONTRACT NUMBER:	PS-HS-23-19

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Contract") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and KDK LLC, a private business (the "Agency"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Contract; Scope of Services. The purpose of this Contract is to provide technical assistance and training related to capital projects and contracts/loans. The scope of services is as defined in Exhibit A, attached hereto and by this reference made a part hereof.
2. Time of Performance. The Agency shall commence work immediately and complete the work required by this Contract no later than June 30, 2024.
3. Compensation.
  - a. Services. The County will pay the Agency for services at an hourly rate of \$175.00; such rates not to exceed \$49,000.
  - b. Overhead and Expenses. The Agency's compensation for services includes overhead and expenses, and no other claims for reimbursement will be allowed under this Contract.
  - c. Invoices. The Agency shall submit properly executed invoices monthly indicating hours expended and charges made supported by detailed statements.

d. Contract Maximum. Total charges under this Contract, fees and expenses inclusive, shall not exceed \$49,000.

4. Procurement Standards. The Agency shall procure all materials, property, supplies, or services in accordance with the Snohomish County Environmentally Preferable Purchasing and Product Utilization Policies.

5. Direction and Control. The Agency agrees that Agency will perform the services under this Contract as an independent Agency and not as an agent, employee, or servant of the County. The parties agree that the Agency is not entitled to any benefits or rights enjoyed by employees of the County. The Agency specifically has the right to direct and control Agency's own activities in providing the agreed services in accordance with the specifications set out in this Contract. The County shall only have the right to ensure performance. Nothing in this Contract shall be construed to render the parties partners or joint venturers.

6. Ownership. All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this Contract shall become the property of the County.

7. Changes. No changes or additions shall be made in this Contract except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this Contract.

8. County Review and Approval. Upon submittal of any report or other information required by the scope of services to be performed, the County may, following review by the County, accept such work or reject it, or request such modification or additions as it deems appropriate. Payment for such work will not be made until the work is accepted by the County.

9. Access to Books and Records. The County may, at reasonable times, inspect the books and records of the Agency relating to performance of this Contract. The Agency shall keep all records required by this contract for audit purposes for seven (7) years after termination of this Contract.

10. Hold Harmless. The Agency shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the acts, errors or omissions of the Agency, Agency's employees, agents or subagencies, in the performance of this Contract, PROVIDED, HOWEVER, that the Agency's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence or willful misconduct of the County, its officers, officials, employees or agents acting within the scope of their employment.

With respect to the Agency's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Agency further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Contractor's employees caused by or arising out of the Agency's acts, errors or omissions in the performance of this Contract. This waiver is mutually negotiated by the parties.

The Agency's obligations shall include, but not be limited to investigating, adjusting, and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the Agency, Agency's employees, agents, or subagencies.

11. Insurance Requirements. N/A

12. Compliance with Laws. The Agency shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Contract.

13. Non-Discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Agency shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Agency of the Agency's compliance with the requirements of Chapter 2.460 SCC. If the Agency is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Agency's obligations under other federal, state, or local laws against discrimination.

14. Termination or Suspension.

a. If the Agency breaches any of its obligations hereunder, and fails to cure the same within five (5) days of written notice to do so by the County, the County may terminate this Contract, in which case the County shall pay the Agency only for the costs of services accepted by the County, in accordance with the Sections 3 and 8 hereof.

b. The County may terminate this Contract upon 30 days written notice to the Agency for any reason other than stated in subparagraph a above, in which case the

County shall pay the Agency for all cost incurred by the Contractor in performing this Contract prior to the date of termination. Payment shall be made in accordance with Sections 3 and 8 hereof.

c. Suspension or Termination for Lack of Funding: The County may suspend or terminate any Contract, in whole or in part, upon five (5) business days' written notice in the event expected or actual funding from a state, federal, or other source is withdrawn, reduced, or limited in any way prior to Contract expiration. The suspension or termination shall be effective on the date specified in the written notice.

In the event of suspension under this clause, the County shall provide the Agency written notice stating when services may be resumed. The County shall be liable only for payment in accordance with the terms of the Contract for services rendered prior to the effective date of suspension and after the date that services may be resumed.

In the event of termination under this clause, the County shall be liable only for payment in accordance with the terms of the Contract for services rendered prior to the effective date of termination. The County may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by the County.

d. Termination shall not affect the rights of the County under any other section or paragraph herein.

15. Notices. All notices and other communications shall be in writing and shall be sufficiently given and shall be deemed given on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Human Services Department  
3000 Rockefeller Avenue, M/S 305  
Everett, Washington 98201  
Attention : Jackie Anderson  
Division Manager

If to the Agency: KDK LLC  
601 NE 7<sup>TH</sup> ST  
Coupeville, WA 98239-3648  
Attention: Ken Katahira  
Owner

The County or the Agency may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

16. Confidentiality. The Agency shall not disclose, transfer, sell or otherwise

release any client information gained by reason of performance under this Contract to any party. The Agency may use such information solely for the purposes necessary to meet the requirements under this Contract.

17. Nonassignment. The Agency shall not sublet or assign any of the rights, duties, or obligations covered by this Contract without the prior express written consent of the County.

18. Conflicts Between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text of this Contract, the text shall prevail.

19. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington and any lawsuit regarding this Contract must be brought in Snohomish County, Washington.

20. Authority. Each signatory to this Contract represents that he or she has full and sufficient authority to execute this Contract on behalf of the County or the Agency, as the case may be, and that upon execution of this Contract it shall constitute a binding obligation of the County or the Agency, as the case may be.

21. Acceptable Form of Signature. Both parties agree handwritten signatures executed to electronic records shall be considered equivalent to handwritten signatures executed on paper. Scanned copies of signed contract documents will be considered original signatures. Contract documents include, but are not limited to, contracts, amendments, certifications, budget revision forms, invoices, and reports.

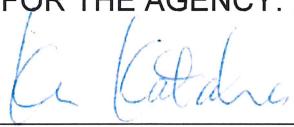
22. Severability. Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.

23. Complete Contract. This Contract constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

FOR SNOHOMISH COUNTY:

 9/27/23  
Mary Jane Brell Vujovic, Director (Date)  
Department of Human Services

FOR THE AGENCY:

 9/27/23  
(Signature) (Date)  
Member, KDK LLC, a Washington LLC  
(Title)

**RECEIVED**

SEP 28 2023

HUMAN SERVICES DEPARTMENT  
CONTRACTS DIVISION

Professional Services Contract  
PS-HS-23-19  
KDK LLC  
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**EXHIBIT A**

**SCOPE OF SERVICES**

**CAPITAL PROJECTS TECHINCAL ASSISTANCE**

Agency will provide a range of consultation, technical assistance and training related to housing capital projects within the Housing and Community Services Division (HCS).

- A. The Agency will perform services remotely, and work performed under this Agreement will not require the use of an automobile.
- B. The Agency will communicate with the County through email, phone, or remote meeting tools (TEAMs, ZOOM, etc).
- C. The County will provide the Agency with relevant files and documents necessary to undertake the scope of services.
- D. The Agency will attend New Start Motel meetings providing consultation services for Human Services Department interests.
- E. The Agency will provide technical and consultation services to HCS staff working on capital projects.
- F. The Agency will provide training for staff as requested to enhance staff knowledge and skills on capital projects.
- G. The Agency will provide other consultation as requested on housing capital activities.
- H. The Agency will keep the HCS Division Manager informed of the status of activities through email, phone or meetings.
- I. The Agency will provide a monthly summary report of activities, along with the monthly invoice.

 HUMAN SERVICES DEPARTMENT  
PROFESSIONAL SERVICES TRA  
SHEET

(All lines must contain information or N/A)

CONTRACT NUMBER:	PS-HS-23-19	DIVISION:	HCS
AGENCY:	KDK LLC	PROGRAM:	HCS
UPLINE DESCRIPTION(S):	ARPA SLFRF CDBG	STAFF \ EXT:	3237 <i>Jackie Anderson</i>
UPLINE NUMBER(S):	CDBG: B-23-UC-53-0003		
UPLINE STATUS:	<input checked="" type="checkbox"/> Executed <input type="checkbox"/> Pending		

ACTION TAKEN	DATE	INITIAL
<b>PROGRAM:</b>		
Prepare Contract	9/22/2023	JA
Email Contract Hyperlink to <a href="#">HSD.Contracts</a>	9/22/2023	JA
RFP/3-Bid/Sole Source Documentation required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	9/22/2023	JA
<b>APPROVAL:</b>		
Fiscal Review <input type="checkbox"/> Request W-9 A W9 is needed	9/22/2023	MCL
Supervisor Review	9/22/2023	<i>JA</i>
Division Manager Review	9/22/2023	<i>JA</i>
<b>CONTRACT PROCESSING:</b>		
Proofed / Returned to Originator for Revisions	<i>9/25/23</i>	<i>JA</i>
Approved with Revisions	<i>9/25/23</i>	<i>JA</i>
Log in Contract (Signature Authorization Form on file?)	<i>9/26/23</i>	<i>JA</i>
Saved as pdf File / Copy for Pending File	<i>9/26/23</i>	<i>JA</i>
Email Contract to Agency	<i>9/26/23</i>	<i>JA</i>
Email to Risk Management <input type="checkbox"/> Approved	<i>NA</i>	<i>NA</i>
Received Signature Sheets Back from Agency	<i>9/28/23</i>	<i>JA</i>
Director's Review / Signature	<i>9/28/23</i>	<i>JA</i>

ADDITIONAL APPROVAL REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No		
Move Documents to G Drive	<i>NA</i>	<i>NA</i>
Executive Approval (ECAF)		
Council Approval (ECAF/MOTION)		
Sent to Budget / Finance		
Received from Executive/Council		

UPLINE EXECUTED? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Contract Executed / Letter Mailed to Agency		
Email to Staff that Contract is Executed		
Original Contract to Fiscal / Electronic Working Copy Saved		

**Snohomish County**  
**"PROPRIETARY" (SINGLE SOURCE) PURCHASE JUSTIFICATION FORM (SCC Section 3.04.180)**

5. Describe the market research that was conducted and the results, if any, or why a market survey was not conducted.  
Not conducted. The Department is familiar with this field of work and has struggled for many years to find qualified applicants to perform this work.

6. Will this purchase obligate the County to a particular product or vendor in the future, either for maintenance, continuity or other follow-up? Please explain.  
No

7. Explain why the price for this product or service is considered to be fair and reasonable.  
Hourly rate is reasonable for the specialized field of work, and is inclusive all the costs the vendor will incur.

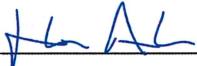
8. Describe the negotiation efforts, if any, that have been made to this point with the vendor to obtain the best possible price

9. If this request is on the basis of "single source" (as opposed to "compatibility"/standardization), describe the actions your Department will take, if feasible, to introduce or increase the opportunity for vendor competition prior to any future or follow-up purchase of this product or service.

Name and signature of the person in the requesting Department who prepared this request and justification.

Name: <u>Jackie Anderson</u>	Position: <u>Division Manager</u>
Department: <u>Human Services</u>	Date: <u>9/22/2023</u>

I hereby certify that the above request and Justification is accurate and complete to the best of my knowledge and belief.



9/22/2023

Signature

Date

Name and signature of the Department or Division Director (from the requesting Department) who has reviewed and endorsed this request and justification:

Name: <b>MARY JANE BRELL VUJOVIC, DIRECTOR</b>	Position: _____
Department: <b>Snohomish County Human Services Dept.</b>	Date: _____

**Review/Endorse:** I have reviewed and hereby endorse the above request and justification.



9/28/2023

Signature

Date

**Purchasing Department:**

Posted to Website? Yes  No  Dates \_\_\_\_\_ to \_\_\_\_\_

Ad Posted in Newspaper? Yes  No  Dates \_\_\_\_\_ to \_\_\_\_\_

Results of Posting: \_\_\_\_\_