

RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by the District, personnel duly authorized by the District, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

TOBACCO FREE PROPERTY

In accordance with RCW 28.210.310 and board policies adopted in accordance therewith, Contractor, employees, Subcontractors and agents shall not use tobacco products on the District's property.

BACKGROUND CHECKS

Contractor shall conduct criminal background checks on all its employees, Subcontractors and agents that may have access to children in the course of fulfilling the obligations under this Agreement. Contractor hereby covenants that no person who has plead guilty to or been convicted of a felony crime defined in Section 1, Chapter 396 of the Laws of 2009 (Engrossed Substitute House Bill 1741 amending RCS 28A.4003330), who is employed or contracted by, or who is an agent for Contractor will have access to children in the course of fulfilling the obligations under this Agreement. Should the District determine, at any time during the Agreement, including any renewals hereof, that Contractor has violated this provision, the District may immediately terminate the Agreement.

INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the District should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or employees or agents of either, while performing under the terms of this Agreement.

The Contractor shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Agreement, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.
2. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

3. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:
 - a. \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
4. Errors and Omissions. Provide an Errors and Omissions Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.
5. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the District, its agents and employees as additional insured's under the insurance policy/ies.

All policies shall be primary to any other valid and collectible insurance. Contractor shall instruct the insurers to give District thirty (30) calendar days advance notice of any insurance cancellation.

Contractor shall submit to District within fifteen (15) calendar days of the Agreement effective date, a certificate of insurance that outlines the coverage and limits defined in the Insurance section. Contractor shall submit renewal certificates as appropriate during the term of the agreement.

TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law. District may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The District may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the District under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any L&I's rights to collect from the Contractor.

RIGHTS

ACCESS TO DATA

The Contractor shall provide access to data generated under this Agreement to District at no additional costs. This includes access to all information that supports the findings, conclusions and recommendations of the Contractor's reports, including computer models and methodology for those models.

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the District. The District shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, District hereby irrevocably assign