

City of Seattle
Office of Planning and Community Development (OPCD)
Seattle Department of Transportation (SDOT)
MINI-AGREEMENT FOR OPCD COMMUNITY SERVICE PARTICIPANTS

Chinatown International District Equitable Transit-oriented Development Place-Based Group

Federal Award Identification Number: WA-2021-134-00

CFDA #: 20-500

RECITALS:

The purpose of this agreement is to establish the terms and conditions for participation in OPCD's Equitable Transit-Oriented Development (ETOD) Chinatown International District (CID) Place-based Group (PBG) to shape how the City approaches anti-displacement efforts and to center community priorities around light rail investments. The CID PBG participants will be proponents of community-serving capital and/or place-keeping projects and will work with the CID technical consultant to advance their individual projects. Furthermore, the participants will meet as a group to identify obstacles to community-serving projects and discuss possible solutions. The result of the PBG process will be the Financial Investment Strategy (FIS).

The Participant was selected through a competitive solicitation application process. Outreach included channels such as OPCD's listservs, the International Examiner, the Northwest Asian Weekly, and the Daily Journal of Commerce (DJC). Flyers were also distributed in high visibility areas in the neighborhood.

This agreement is entered into with either an individual who is representing their own interests and inputs, or may be entered into with an organization that has a person who will represent the organization's interest and inputs, as designated below.

THIS AGREEMENT is made and entered into by and between The City of Seattle ("the City"), a Washington municipal corporation, through its Office of Planning and Community Development as represented by Director Rico Quirindongo, Seattle Department of Transportation (SDOT) as represented by Sound Transit Program Director Sara Maxana and [legal name], "Participant", [address], an individual in the State of Washington. In consideration of the terms, conditions, covenants and performance of the Scope of Services contained herein, the City and Participant mutually agree as follows:

1. SCOPE OF SERVICES AND REPRESENTATIONS:

The work of the CID ETOD Place-Based Group focuses on creating a Financial Investment Strategy (FIS). As a historic neighborhood experiencing displacement pressures and where a planned light rail station will both bring regional transit connection as well as significant increase in planned development, the FIS will uplift community generated and prioritized projects to help prevent and mitigate displacement. Participants will:

- Receive a high-level feasibility analysis and a project summary that will identify knowledge gaps and additional consultation needs to understand project feasibility (examples include advising the project to pursue environmental review, construction cost estimate, zoning determination, etc.), and guidance on next steps.
- Gain a clear picture of next steps to move projects through feasibility.
- Build connections with other community organizations and groups in the CID

The projects featured in the FIS will form a core component of the final ETOD Strategy & Implementation Plan.

Participant Expectations:

- Participant will participate fully in the CID Place-based Group meetings with other community groups and in meetings with the technical consultant to further define the project. The process will involve 8-10 meetings total, including several group meetings and individual meetings with the technical consultant.

- Members of the CID Place-Based Group will work with a technical consultant to support them in moving anti-displacement and place-keeping projects forward. Participants are expected to be progressing their project outside of meeting times and gathering relevant information about the project to support the technical consultant's analysis.

The Participant's participation in a pre-identified CID-based project is the basis for this agreement. If the Participant's affiliation with the project changes, the City reserves the right to re-assign the agreement to a different individual who is still active in the project.

- 2. TERM OF AGREEMENT:** The term of this Agreement shall begin when fully executed by all parties and shall end when all work is acknowledged as completed and accepted by the City of Seattle, unless amended by written agreement or terminated earlier pursuant to the provisions hereof.
- 3. PAYMENT:** The Participant shall be paid an hourly, all-inclusive rate of \$75 per hour served, for the services performed and completed, that are described in the Scope of Work. This agreement shall not exceed \$10,000 unless authorized by written amendment and compliant to FTA 2 CFR 200. Payment is subject to the continuing appropriation authority of the Seattle City Council and availability of federal grant funding. Participant agrees that there is no guarantee of a minimum amount of work or minimum payment under this agreement. This agreement does not separately pay for any supplies, equipment or incidentals; the all-inclusive rate shall be full compensation for all services performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the Services. A cost analysis in support of the agreement amount is provided as Attachment A, which is attached to and made part of this agreement.
- 4. INVOICE PROCEDURES.** Participant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Participant upon the City's receipt of a properly prepared invoice containing the information listed below. The Participant shall notify the City in writing of lost or otherwise unpaid invoices within ninety days after all work is complete. Failing to do so may result in non-payment of lost or otherwise unpaid invoices.

Please specify the following on your invoice:

- Invoice date and invoice number
- City Project Manager Name: Alberta Read Bleck
- Agreement Title: CID Place-based Group Service
- Dates of work covered by the invoice and tasks completed
- Total labor costs for the invoice period

Deliver all invoices to PCD_ETOD@seattle.gov.

- The Participant shall retain all required records for three years after the funding agency has audited the grant or loan. The funding agency shall be allowed access to such records for the same time duration.

Funding Agency	Project Grant or Loan Number.
Federal Transit Administration	WA-2021-134-00

- 5. CHANGES:** Either party may, from time to time, request changes in the scope of the services, time or locations of services provided by the Participant. No such changes, including any increase or decrease in the amount of the Participant's compensation, shall become effective unless and until they are agreed upon by the City and Participant and incorporated into an Amendment to this agreement signed by both parties. This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original solicitation as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Participant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be

reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

6. **ASSIGNMENT:** The Participant may not assign or subcontract any work under this agreement without the City's written consent.
7. **INDEMNIFICATION:** Participant shall defend, indemnify, and hold the City harmless from and against all claims, demands, losses, damages or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:
 - the sole negligence or willful misconduct of Participant, its officers, employees, agents or subtier participants;
 - the concurrent negligence of Participant, its officers, employees, agents or subtier participants but only to the extent of the negligence of Participant, its officers, employees, agents or subtier participants;
 - the negligent performance or non-performance of the agreement by the Participant; or
 - the use of any design, process, or equipment that constitutes an infringement of any patent in effect, or violates any other intellectual proprietary interest, including copyright, trademark, and trade secret.Participant waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officials, agents or employees.
8. **INSURANCE:** Participant agrees that it will maintain premises operations and vehicle liability insurance in force with coverages and limits of liability typically maintained by consultants performing work of a scope and nature similar to that called for under this Agreement, but in no event less than the coverages and/or limits required by Washington state law. Such insurance shall include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability. Workers compensation insurance shall also be maintained if required by Washington state law.
9. **INDEPENDENT PARTICIPANT:** The Participant is an independent contractor. This Agreement does not authorize Participant to act as the agent or legal representative of the City for any purpose. Participant is not granted any express or implied right or authority to assume or to create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.
10. **SOCIAL EQUITY REQUIREMENTS:** Participant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Participant shall affirmatively try to ensure applicants are employed, and employees are treated equally during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identify, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental or physical handicap. Such efforts include, but are not limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training. Participant will ensure that its respective employees, agents, and subcontractors conduct themselves in a courteous and expeditious manner. The use of abusive, indecent, offensive, coarse, or insulting language, or any form of harassment is prohibited and will not be tolerated. Participant's employees, agents, and subcontractors will be competent and hold appropriate licenses and endorsements. The City may require the removal of any employee or subcontractor of Participant for misconduct or incompetent or negligent performance. Such persons will not be allowed to perform services under this Agreement without the written consent of the City.
11. **EQUAL BENEFITS.** This provision applies to all contracts valued at \$69,000 or above, including amendments. The Consultant shall comply with SMC Ch. 20.45 and Equal Benefit Program Rules, which require the Consultant to provide the same or equivalent benefits ("equal benefits") to domestic partners of employees as the Consultant provides to spouses of employees.

At the City's request, the Consultant shall provide information and verification of the Consultant's compliance. Any violation of this Section is material breach, for which the City may exercise enforcement actions or remedies defined in SMC Chapter 20.45.

12. **NO CONFLICT OF INTEREST:** The Participant confirms that the Participant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the participant selection, negotiation, drafting, signing, administration or evaluation of the Participant's work. The term close family relationship refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.
13. **TERMINATION:** A) For City's Convenience: Either party may terminate this Agreement at any time, without cause and for any reason including convenience, upon written notice to the other party. B) Actions Upon Termination: If the termination is not the fault of the Participant, the Participant shall be paid for the services properly performed prior to termination, together with any reimbursable expenses then due, but compensation shall not exceed the maximum amount allowed under the Agreement.
14. **COMPLIANCE WITH LAWS:** The Participant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Seattle; and rules, regulations, orders and directives of their administrative agencies and officers, including, but not limited to, Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.06 (Unfair Public Accommodations Practices), Chapter 14.10 (Fair Contracting Practices), and Chapter 20.45 (City Contracts – Non-Discrimination in Benefits). Without limiting the generality of this paragraph, the Participant shall comply with the requirements of this Section.
15. **VIOLATIONS OF LAW:** Any violation of the requirements in Section 12 shall be a material breach of agreement for which the Participant may be subject to damages, sanctions, or other remedies as provided for under this Agreement or under applicable law. In the event Participant is in violation of Section 12, Participant may also be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).
16. **AUDIT:** In addition to the requirements specified in Section 19 (c), the Participant shall permit the City and any other governmental agency involved in funding the work to inspect and audit all pertinent books and records of the Participant, any subtier participant, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by the City, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in King County, Washington or other such reasonable location as the City selects. The Participant shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof. The Participant shall ensure that such inspection, audit and copying right of the City is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.
17. **PAID SICK TIME AND SAFE TIME ORDINANCE:** The Participant shall comply with the City's Paid Sick Time and Safe Time ordinance. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or you may call the Office of Labor Standards at 206-256-5297.
18. **PROPRIETARY AND CONFIDENTIAL INFORMATION:** The State of Washington's Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

As mentioned above, all City of Seattle offices (“the City”) are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records may be considered legally exempt from disclosure. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If the City receives a public disclosure request for any records or parts of records that Contractor has properly and specifically listed on the City Non-Disclosure Request Form (Form) submitted with Participant’s bid/proposal, or records that have been specifically identified in this contract, the City will notify Participant in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow Contractor up to ten business days to obtain and serve the City with a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order and serve the City within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on Contractor’s behalf. If Contractor believes that its records are exempt from disclosure, Contractor is obligated to seek an injunction under RCW 42.56.540. Contractor acknowledges that the City will have no obligation or liability to Contractor if the records are disclosed.

- 19. BACKGROUND CHECKS AND IMMIGRANT STATUS:** The City may require background checks for the Participant, as well as some or all of their employees and contracted workers who may perform work under this Agreement. The City reserves the right to require such background checks at any time. The City has strict policies regarding the use of background checks, criminal checks, and immigrant status for contract workers. The policies are incorporated into this Agreement and available for viewing on-line at <http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks>.

FEDERAL IMMIGRATION ENFORCEMENT NOTIFICATION REQUIREMENTS:

- A. This Section applies to Participants and their employees and contracted workers who (i) are working at City facilities and properties, or (ii) have access to City records, databases, technology, or information systems.
- B. As used in this Section, “Federal Immigration Authority” means an employee or agent of any federal immigration agency, including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) or any other federal agency representative seeking to enforce immigration law.
- C. Prior to responding to any requests from a Federal Immigration Authority for access to City property or City information provided to the Participant through this Agreement, Participant shall notify the City’s Project Manager immediately.
Such requests may include:
 - a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
 - b. requests for City records, databases, technology or information (written or oral).
- D. Access to non-public areas or information shall not be provided without prior review and consent of the City. The Participant shall request that the Federal Immigration Authority wait until the City’s Project Manager is able to verify the credentials and authority of the Federal Immigration Authority and direct the Participant on how to proceed.
- E. Participant shall inform its employees and subcontractors of the requirements of this Section and shall include the requirements in this Section in all subcontracts for work under this Agreement.
- F. The requirements in this Section are intended to enable the City to verify that access to non-public City facilities, property, and information complies with federal and local law. Nothing in this Section shall be construed to require or permit any City employee, the Participant, its employees, or its subcontractors to obstruct, interfere with, or otherwise fail to comply with requirements of federal and local law.

20. CAMPAIGN CONTRIBUTIONS (Initiative Measure No. 122): Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. For more information about the measure, please contact the Seattle Ethics and Elections Commission with questions at ethicsandelections@seattle.gov.

21. DISPUTES. Any dispute or misunderstanding that may arise under this Agreement, concerning the Participant's performance, shall first be through negotiations, if possible, between the Participant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Participant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Participant to correct such work prior to the City payment. The City will provide to the Participant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Participant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

The FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, and the FTA reserves the right to concur in any settlement or compromise. If a current or prospective legal matter that may affect the Federal Government emerges, the City shall inform the FTA.

22. FEDERAL TRANSPORTATION ADMINISTRATION REQUIREMENTS

NOTICE REGARDING FEDERAL REQUIREMENTS

This Agreement is funded in whole or in part by federal FTA funding. Some federal FTA funding requirements are currently the subject of lawsuits and associated judicial orders. The City has objected to and reserved rights with respect to certain terms in its federal FTA grant agreement relating to immigration enforcement and diversity, equity, and inclusion. Such terms are not passed through into this Section. If at any time a court of competent jurisdiction determines that the terms may legally included in the FTA grant, and if the City determines to accept the terms, the City will provide the Participant with written notice and this Section will be updated to reflect the applicable FTA terms. By signing the Agreement, Participant acknowledges receipt of this notice.

A. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES BY USE OF A DISCLAIMER

The City of Seattle and Participant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Seattle, Participant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Participant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

B. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Participant acknowledges the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Participant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Participant further acknowledges that if it makes, or causes to be made, a false, fictitious, or

fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Participant to the extent the Federal Government deems appropriate.

The Participant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323 (I) on the Participant, to the extent the Federal Government deems appropriate.

The Participant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA/FHWA/FRA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

C. ACCESS TO RECORDS

The Participant shall comply with reporting requirements of the U.S. Department of Transportation grant management rules, and any other reports required by the Federal Government.

Participant agrees to maintain intact and readily accessible all work, materials, payrolls, books, documents, papers, data, records and accounts pertaining to the Agreement. Participant agrees to permit the Secretary of Transportation, the Comptroller General of the United States and the City, or their authorized representatives, access to any work, materials, payrolls, books, documents, papers, data, records and accounts involving the Agreement for the purpose of making audit, examination, excerpts, and transcriptions pertaining to the Agreement as it affects the Project. Participant shall retain all required records for six (6) years after the City has made final payments. The period of access and examination for records that relate to (1) litigation or the settlement of claims arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General of the United States or the U.S. Department of Transportation, or any of their duly authorized representatives, shall continue until such litigation, claims, or exceptions have been disposed of. Participant shall require its subconsultants to also comply with the provisions of this clause and shall include the provisions of this clause in each of its subcontracts.

D. FEDERAL CHANGES

Participant shall at all times comply with all applicable FAR 31.2 and FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the annually updated FTA Master Grant Agreement and the FTA project grant award package when issued, as they may be amended or promulgated from time to time during the term of this contract. Participant's failure to so comply shall constitute a material breach of this contract.

E. CIVIL RIGHTS LAWS AND REGULATIONS

Under this Contract, the Participant shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

The Participant and any subconsultant agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement U.S. DOT may issue.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.
- b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as

amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party consultants must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Participant shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination - Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Participant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Participant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and other such Federal laws, the Participant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., 42 U.S.C. § 2000e note, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Participant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Participant agrees to comply with any implementing requirements U.S. DOT or FTA may issue.
3. Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part

90, and Federal transit law at 49 U.S.C. § 5332, the Participant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Participant agrees to comply with any implementing requirements U.S. DOT or FTA may issue.

4. Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Participant agrees that it will not discriminate against individuals on the basis of disability. In addition, the Participant agrees to comply with any implementing requirements U.S. DOT or FTA may issue.

The Participant is also required to comply the following regulations and any amendments thereto:

- a. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
 - b. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
 - c. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local federal government Services," 28 CFR Part 35;
 - d. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
 - e. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
 - f. U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
 - g. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
 - h. U.S. DOT regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.
 - i. Activities Not Involving Construction. Federal laws and regulations providing wage and hour protections for non-construction employees, including:
 - i. (1). Section 102 of the Contract Work Hours and Safety Standards Act, as amendment, 40 U.S.C. § 3702, and other relevant parts of the Act, 40 U.S.C. § 3701 et seq., and
 - ii. (2). U.S. Department of Labor (DOL) regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
 - j. Any implementing requirements that the U.S. DOT or FTA may issue.
5. Access to Services for Persons with Limited English Proficiency - To the extent applicable the Participant agrees to provide meaningful access to public transportation services to persons with limited understanding of English to comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U. S. C §2000d, et seq, and its implementing regulation at 28 CFR § 42.405(d).
6. Access Requirements for Persons with Disabilities - Participant shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Participant shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.
7. Environmental Justice - The Participant shall promote environmental justice by following:
- a. 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp.,p. 859)

- b. U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and
 - c. The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
8. Promoting Free Speech and Religious Liberty - The Participant shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

F. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Participants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City of Seattle.

The Participant shall require that the language be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

G. CLEAN AIR

The Participant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671et seq. The Participant agrees to report each violation to City of Seattle and understands and agrees that City of Seattle will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Participant also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the FTA.

H. CLEAN WATER

The Participant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387. The Participant agrees to report each violation to the City of Seattle and understands and agrees that City of Seattle will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Participant also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the FTA.

I. ENERGY EFFICIENCY

The Participant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. CONTRACTING WITH SMALL BUSINESSES, MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS

The Participant must include this provision in all sub-tier contracts and require its subcontractor to do the same, as applicable.

When possible, Participant should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and Labor Surplus Area firms are considered as set forth in 2 CFR 200.321 (b) items a-f.

The City reserves its right to seek additional information throughout the term of the Agreement regarding compliance with the requirements of 2 C.F.R. § 200.321 (a) and (b)(a)-(f).

K. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Seattle FTA Triennial DBE goal for the period beginning October 1, 2022, and as of the date of this solicitation is 20.4%. Because this agreement is not intended for subcontracting or assignment, there are no DBE goal requirements that apply. Should the Participant seek to receive agreement for subcontracting or assignment of this agreement or DBEs are used in the performance of the work, the City reserves the right to issue additional provisions that will require Participant agreement such as a DBE requirements, including but not limited to reporting and prompt payment.

The Participant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract and any subcontract, exclude or deny participation in a business opportunity per 49 U.S.C. 5332, 49 C.F.R. Part 26. The Participant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Participant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Seattle deems appropriate. Each subcontract the Participant signs with a subconsultant must include the assurance in this paragraph (see 49CFR 26.13(b)).

L. FEDERAL TAX LIABILITY AND FELONY CONVICTION

The Participant certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) Was not convicted of felony criminal violation under any Federal law within the preceding 24 months.

If the Participant cannot so certify, the City will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

The Participant shall include this requirement in its subcontracts without regard to the value of the subcontract and require its subconsultants to do the same for any lower tier subcontract agreements, without regard to the value of any subagreement.

M. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As provided in 2 CFR 200.216 and other regulations, the City of Seattle and the Participant are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain,
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). See Public Law 115-232, section 889 for additional information and See also 200.471.

This includes Telecommunications or video surveillance services provided by such entities or using such equipment and Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

N. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Participant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company owned” and “company leased” refer to vehicles owned or leased either by the Participant.

Distracted Driving

The Participant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately owned vehicle when on official business in connection with the work performed under this Contract.

Participant shall insert these clauses in all subcontracts.

O. TRAFFICKING IN PERSONS

The Participant agrees that it and its employees and its subconsultants and its employees that participate in this Contract, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Contract is in effect;
- (b) Procure a commercial sex act during the period of time that the Contract is in effect or
- (c) Use forced labor in the performance of the City’s Award or Subcontracts.

Participant shall insert this clause in all subcontracts.

P. NOTIFICATION TO FTA OF LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the City of Seattle as Recipient will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the City is located. The Participant is also required to comply with the notification requirements outlined in this section, including notification to FTA and to City.

Participant must include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) The City will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the City and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the City. It also applies to subconsultants at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the City.

Q. SENSITIVE SECURITY INFORMATION.

Every Participant must protect and take measures to ensure that it and any subconsultant of any tier protect “sensitive security information” that may be made available during the administration of the contract or any subcontract. This is required by 49 U.S.C. Section 40119B) and the implementing DOT regulations under 49 C.F.R. Part 15 and 49 U.S.C. Section 114 (c) and 49 C.F.R. Part 1520.

R. DEBARMENT.

This Agreement is subject to the Federal Transit Administration's (FTA's) debarment and suspension requirements in 2 CFR Parts 180 and 1200. The Participant shall immediately notify the City of any suspension or debarment or other action that excludes the Participant or any subtier from participation in Federal contracts. Participant shall verify all subtier participants intended and/or used by the Participant for performance of City Work are in good standing and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

Debarment shall be verified at <https://www.sam.gov>. Participant shall keep proof of such verification of subtier debarment status within the Participant records.

By entering into this Agreement, the Participant certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Seattle. If it is later determined by the City of Seattle that the Participant knowingly rendered an erroneous certification with its bid or proposal, in addition to remedies available to the City of Seattle, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Participant agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while its offer is valid and throughout the period of any Agreement that may arise from its offer. The Participant further agrees to include a provision requiring such compliance in its lower tier covered transactions as applicable.

S. INCORPORATION OF FTA TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 or the most recent version of the FTA Master Agreement are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Participant shall not perform any

act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

The Participant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

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

PARTICIPANT

CITY OF SEATTLE

BY: _____
(Name & Title if applicable)

BY: _____
Rico Quirindongo, Director

(Organization Name if applicable)

Office of Planning and Community Development

DATE: _____

DATE: _____

CITY OF SEATTLE

BY: _____
Sara Maxana, Sound Transit Program Director

Seattle Department of Transportation

DATE: _____

City of Seattle Business License Number (If applicable): _____

Washington State Unified Business Identifier Number (UBI) if applicable: _____

Attachment A: Cost Estimate

	Rate of Pay (dollars per hour)	Meeting cadence	Duration	Not to Exceed (NTE)
CID Place-Based Group Participant	\$75	8-10 meetings total (mix of group and individual)	12 months	
Total compensation				\$10,000