

The City of Redmond, Washington  
and  
King County, Washington

*R-TRIP Program*

This agreement is made and entered into by and between the City of Redmond (hereinafter the "City") and King County, through its Department of Transportation (hereinafter the "County"), each of which entity may be referred to hereinafter as "Party" or collectively as the "Parties".

**Recitals**

Whereas, the County has accepted a Congestion Mitigation Air Quality (CMAQ) grant (WA90-x254) from the Federal Transit Administration (FTA) for multi-modal Transportation project planning and demonstration in order to increase high occupancy vehicle use; and

Whereas, the City and the County are partners on a variety of regional transportation projects; and

Whereas, the City and the County provide programs to assist employers in encouraging their employees to commute in modes other than driving alone and thereby help reduce energy consumption, air pollution and traffic congestion; and

Whereas, survey results have shown the innovative elements of the existing R-TRIP program have exceeded program goals and have been very effective; and

Whereas, the City and the County desire to expand the R-TRIP program into the residential sector and provide new approaches to increase mobility options for Redmond residents;

Now therefore, in consideration of the terms, conditions and covenants contained herein, the Parties hereto agree as follows:

**Agreement**

**1. Purpose of Agreement**

The purpose of this Agreement is to establish the roles and responsibilities of the City and the County as related to the provision of funding and services for the Redmond Trip Reduction (R-TRIP) Program.

**2. Scope of Work and Budget**

The tasks and budget of the R-TRIP Program are set forth in the Scope of Work and Budget detailed in **Exhibit A** to this Agreement, which is attached hereto and incorporated herein by this reference.

### **3. Term of Contract**

This Contract shall commence on January 1, 2008 and shall terminate on December 31, 2008 unless terminated earlier, pursuant to the terms and conditions of this Agreement. The agreement can be extended on an annual basis for up to three years, by mutual agreement of both parties.

### **4. Invoice and Payment Procedures**

#### **4.1 Reimbursement of Eligible Expenses**

The County shall invoice the City for up to \$90,000 in costs for RSVP passes. All invoices provided by the County to the City shall be supported by appropriate financial reports from the County's accounting system showing expenses incurred for the period being invoiced. The County shall invoice the City twice during the year, in June, 2008 and December, 2008.

The County shall reimburse the City for a maximum of \$60,000 of expenses related to commute incentives and the residential TDM program. All invoices provided by the City to the County shall be supported by appropriate financial reports from the City's accounting system showing expenses incurred for the period being invoiced. The City shall submit invoices on a quarterly basis to the County, and the County shall reimburse the City within 45 days of receiving an invoice.

#### **4.2 Eligible Project Expenses**

Eligible project expenses are those costs that are incurred pursuant to this Agreement and the project descriptions in Exhibit A to this Agreement, and in accordance with OMB Circular A-87. Eligible costs on this project do not include overhead charges or indirect rates applied to direct charges.

#### **4.3 County Invoicing Information**

Invoices to the County shall be submitted to:

King County Metro R-TRIP Project Manager  
Market Development  
MS YES-TR-0600  
400 Yesler Way  
Seattle, Washington 98104

#### **4.4 City Invoicing Information**

Invoices to the City shall be submitted to:

City of Redmond R-TRIP Program Manager  
MS CHPL  
P.O. Box 97010  
Redmond, WA 98073-9710

### **5. FEDERAL REQUIREMENTS**

A. This Agreement is subject to a financial assistance agreement between the County and the FTA. The City shall comply with all applicable federal laws, regulations, policies, procedures and directives, including but not limited to the following, which are attached hereto and incorporated herein by this reference:

1. 49 CFR 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. This requirement is located at: [http://www.access.gpo.gov/nara/cfr/waisidx\\_04/49cfr18\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/49cfr18_04.html)
2. OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments. This requirement is located at: <http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>
3. The requirements and obligations imposed on a "Recipient" under the applicable provisions of the FTA Master Agreement (Exhibit C);
4. The requirements of FTA Circular 5010.1C Project Administration and Management (Exhibit D);
5. If the City contracts with a third party to provide all or a portion of the services described in this Agreement, then the City shall comply with FTA Circular 4220.1E (Exhibit E); and
6. Applicable FTA Third Party Contract Provisions – Standard Terms and Conditions (Exhibit F).

B. New federal laws, regulations, policies, procedures and directives may be adopted after the date this Agreement is established and may apply to this Agreement. The City agrees to accept and comply with all applicable laws, regulations, policies, procedures and directives as may be amended or promulgated from time to time during the term of this Agreement.

C. The City shall not perform any act, fail to perform any act, or refuse to comply with any requests by the County which would cause the County to be in violation of any federal law or FTA requirement. The City's failure to so comply with this Section shall constitute a material breach of this Agreement.

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

E. The City agrees to extend application of the federal requirements to its subrecipients or contractors, and their respective subcontractors, by including this Section and the

related exhibits in each contract and subcontract the City awards under this Agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that this Section shall not be modified, except to change the names of the parties to reflect the subrecipient or contractor which will be subject to its provisions.

F. The City acknowledges that 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 CFR Part 31, apply to its actions pertaining to the work under this Agreement. Upon execution of this Agreement, the City 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 this Agreement or the FTA-assisted project for which this work is being performed. In addition to other penalties that may be applicable, the City 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 City to the extent the Federal Government deems appropriate.

1. The City 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. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the City, to the extent the Federal Government deems appropriate.
2. The City agrees to include the above two clauses in each contract and subcontract it awards under this Agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the contractor or subcontractor who will be subject to the provisions.

G. The Agency agrees to sign Attachment K in Exhibit F to this Agreement, which is incorporated into this Agreement by reference, certifying that it is not currently suspended or debarred from receiving federal transportation funding, nor is it proposed for suspension or debarment in accordance with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Non-procurement)," 49 C.F.R. Part 29. If the Agency is unable to provide a certification, it must submit a complete explanation attached to Attachment K to Exhibit F. If the Agency lets any contracts or subcontracts to perform work or purchase goods for the work covered by this Agreement, regardless of the amount of such contract or subcontract, the Agency agrees that it will include all applicable federal provisions in Exhibit M in that contract or subcontract, including Attachment L in Exhibit F to this Agreement, which the contractor or subcontractor must sign to certify they are not suspended or debarred from receiving federal funds.

## **6. Reports and Record Retention**

- A. In accordance with FTA regulations, the City shall provide the County with quarterly progress reports.
- B. During the progress of the work and for a period of not less than three years from the date of final payment by the County and the City shall keep available for inspection and audit by the County and the Federal government the records pertaining to the Scope of Work and accounting therefore. Copies of all records, documents or other data pertaining to performance of the Scope of Work will be furnished upon request. If any litigation, claim or audit is commenced related to performance of the Scope of Work, the records along with supporting documentation shall be retained until all litigation, claims and/or audit findings have been resolved even though such litigation, claim or audit continues past the three-year retention period.

## **7. Audit**

The Parties to this Agreement, the U.S. Department of Transportation, the FTA, the State Auditor, and the Inspector General and any of their representatives shall have full access to and right to examine, during normal business hours, all County and City records with respect to all matters covered by this Agreement; provided, however, that nothing herein shall require the disclosure of documents or records that are privileged or otherwise exempt from discovery or public disclosure. Such representatives shall be permitted to audit, examine, copy, and make excerpts or transcripts from such records, and other matters covered by this Agreement.

## **8. Agreement Modifications**

Any changes made to this Agreement shall be mutually agreed upon by all Parties to this Agreement in writing. If such changes cause an increase or decrease in any assigned cost, or in the time required for the performance of any services under this Agreement, an equitable adjustment agreed to by all Parties may be made to the Agreement price or period of performance, and the Agreement shall be modified in writing accordingly.

## **9. Termination**

### **9.1 Termination for Convenience**

Any Party may terminate its participation in this Agreement, in whole or in part, for its convenience upon providing sixty (60) calendar days' advance written notice of the termination.

### **9.2 Termination for Cause**

Any Party may terminate its participation in this Agreement in the event that another Party fails to perform its obligations, as described in this Agreement, through no fault of another, by providing written notice not less than fifteen (15) calendar days prior to its intent to terminate.

### **9.3 Termination for Non-Appropriation**

Any Party may terminate its participation in this Agreement at the end of each calendar year in the event that sufficient funds are not appropriated to cover performance of any Party's responsibilities under this Agreement. Such termination shall be upon thirty (30) calendar days' advance written notice of the termination.

### **9.4 Termination for Grant Funding**

Any Party may terminate its participation in this Agreement if any of the grant funds designated for the services specified in this Agreement become unavailable. Such termination shall be upon thirty (30) calendar days' advance written notice of the termination.

### **9.5 Other Items**

Following receipt of a Party's intent to terminate its participation in this Agreement pursuant to Sections 10.1, 10.2, 10.3, or 10.4 above, the non-terminating Parties shall meet to determine whether to continue the Agreement without the terminating Party or terminate the Agreement in its entirety.

If this Agreement is so terminated prior to fulfillment of the terms stated herein, the City or the County shall be reimbursed in accordance with Section 4 of this Agreement for 100% of all eligible direct and related indirect expenses and non-cancelable obligations incurred to the date of termination; provided, however, that any such reimbursement is strictly subject to the availability of grant funds for any such payment.

### **10. Waiver of Default**

Waiver of any default shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized parties and attached to the original Agreement.

### **11. Legal Relations**

- A. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed because of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors, subcontractors, or representatives of any other Party.
- B. The Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.
- C. This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- D. The provisions of this section shall survive any termination of this Agreement.

## **12. Assignment and Subcontracting**

### **12.1 Assignment**

No assignment or subcontracting of responsibilities, monies due, or claims arising out of this Agreement may be made by any Party without the prior written consent of the other Parties. Said consent must be sought in writing by the interested Party not less than fifteen (15) calendar days prior to the date of any proposed assignment.

### **12.2 Subcontracting**

"Subcontract" shall mean any agreement between any Party and a sub-contractor or between sub-contractors that is based on this Agreement, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject of this matter, or (2) supplies.

## **13. Force Majeure**

Any Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: late delivery or nonperformance by vendors of materials or supplies; any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; a lawful order of any court or civil authority of competent jurisdiction commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such incapacitating cause is presented to the other Parties to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event should this provision eliminate the need to make payment for work performed in accordance with this Agreement.

## **14. Indemnification**

Each Party shall protect, defend, indemnify and save harmless the other Parties, their elected officials, officers, employees, and agents, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each Party's own negligent acts or omissions in performing work under this Agreement. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, and their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Parties only, and only to the extent necessary to provide the indemnified Parties with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

**15. Severability**

If any covenant or provision in this Agreement shall be adjudged void by a court of competent jurisdiction, such adjudication shall not affect the viability, obligation, or performance of any other covenant or provision which in itself is valid if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this Agreement.

**16. Mutual Negotiation and Construction**

This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against another Party.

**17. All Terms and Conditions**

This Agreement merges and supercedes all prior negotiations, representations, and agreements between the Parties related to the subject matter hereof and constitutes the entire agreement between the Parties. This Agreement may be amended only by written agreement by all parties to the Agreement.

**18. Contact Persons**

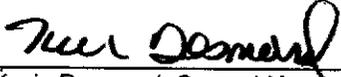
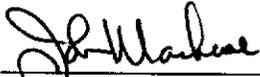
The City and the County shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement.

<b>City of Redmond</b>	
Contact Name	Erika Vandenbrande
Title	Senior Planner
Address	City of Redmond 15670 N.E. 85th Street PO Box 97010, Redmond, WA 98073-9710
Telephone	425-556-2457
Fax	425-556-4242
E-Mail	Evandenbrande@redmond.gov
<b>King County</b>	
Contact Name	David Stallings
Title	Senior Transit Planner
Address	King County Metro Transit 400 Yesler Way, M/S YES-TR-0600 Seattle, WA 98104-2615
Telephone	206-684-1623
Fax	206-684-2058
E-Mail	david.stallings@metrokc.gov

**19. Execution of Agreement**

This Agreement shall be executed in two counterparts, any one of which shall be regarded for all purposes as an original.

In witness whereof the Parties have caused this Agreement to be executed by duly authorized representatives as of the last date signed below:

King County	City of Redmond
By <u></u> Kevin Desmond, General Manager King County Metro Transit	By <u></u> John Marchione, Mayor City of Redmond
Date <u>3/26/08</u>	Date <u>2/28/08</u>

**Attachment A**  
Scope & Budget

City Tasks and Responsibilities  
The City shall perform the following tasks:

<b>City Tasks</b>		<b>City Budget</b>
<b>A.</b>	<b>R-TRIP Vanpool Incentive (RSVP)</b> Receive applications and verify eligibility for participants in R-TRIP Vanpool Incentives	\$90,000
<b>B.</b>	<b>Transit and Vanshare Promotion and Incentives</b> <ul style="list-style-type: none"> <li>• Update Redmond transit maps (paper and interactive)</li> <li>• Receive applications, verify eligibility and distribute passes for new participants in R-TRIP transit and vanshare program.</li> <li>• Route promotion partnership</li> </ul>	\$15,000
<b>C.</b>	<b>myR-TRIP Commute Incentive Program</b> <ul style="list-style-type: none"> <li>• Implement new myRTRIP commute incentive program</li> <li>• Verify eligibility and distribute incentives</li> </ul>	\$120,000
<b>D.</b>	<b>Employer Innovative Program Grants</b> Contract with individual employers for employer-provided commute trip reduction subsidies, incentives and programs	\$100,000
<b>E.</b>	<b>R-TRIP Residential TDM Program</b> Provide R-TRIP incentives for Redmond residents	\$5,000
<b>F.</b>	<b>Small Business Outreach and Incentives</b> Focused outreach and commute program development assistance. Parking management, FlexPass, transit subsidies, vanpool subsidies and commuter club options will be emphasized.	\$20,000
<b>G.</b>	<b>R-TRIP Promotion and Marketing</b> <ul style="list-style-type: none"> <li>• Outreach to Redmond employers on R-TRIP programs</li> <li>• Conduct transportation fairs/events promoting R-TRIP to employee commuters</li> <li>• Conduct residential outreach for R-TRIP at community events</li> <li>• Develop, print and distribute marketing and promotion materials</li> </ul>	\$20,000
		<b>\$370,000</b>

County Tasks and Responsibilities  
 The County shall perform the following tasks:

County Tasks	County Budget
<b>A. R-TRIP Vanpool Incentive (RSVP)</b> Receive applications and verify eligibility for participants in R-TRIP Vanpool Incentives	\$50,000
<b>B. Transit and Vanshare Promotion and Incentives</b> <ul style="list-style-type: none"> <li>• Pay for incentives in R-TRIP transit and vanshare program. Particular emphasis on Willows Road and Southeast Redmond.</li> <li>• Route promotion partnership</li> </ul>	\$40,000
<b>C. myR-TRIP Commute Incentive Program</b> <ul style="list-style-type: none"> <li>• Funding for incentives</li> </ul>	\$25,000
<b>E. R-TRIP Residential TDM Program</b> Provide R-TRIP incentives for Redmond residents	\$5,000
<b>F. Small Business Outreach and Incentives</b> Focused support and funding for small business programs to address parking management, FlexPass, transit subsidies, vanpool subsidies and commuter club options will be emphasized.	\$10,000
<b>G. R-TRIP Promotion and Marketing</b> Funding toward the development and printing of transit and vanshare incentive program and promotions.	\$5,000
	\$135,000

**PROJECT BUDGET**

<b>Program Element</b>	<b>City</b>	<b>County</b>	<b>Total</b>
RTRIP Vanpool Incentive (RSVP)	\$90,000	\$50,000	\$140,000
Transit and Vanshare Promotion and Incentives	\$15,000	\$40,000	\$55,000
myRTRIP Commute Incentive Program	\$120,000	\$25,000	\$145,000
Employer Innovative Program Grants	\$100,000	\$0	\$100,000
R-TRIP Residential Program	\$5,000	\$5,000	\$10,000
Small Business Outreach and Incentives	\$20,000	\$10,000	\$30,000
R-TRIP Promotion and Marketing	\$20,000	\$5,000	\$25,000
	\$370,000	\$135,000	\$505,000

ATTACHMENT A

**CONTRACTOR RESPONSE FORM**

**Contractor's Declarations and Statement of Understanding**

The undersigned (hereinafter called the "Contractor") declares that he/she has read the Contract and has authority to sign the Contract. The Contractor understands that, in addition to this Contractor Response Form, the Contractor hereby designates: Erika Vandenbrande, as the Person to contact for additional information about this Contract. Telephone No: (425) 556-2457 FAX No: (425)556-4242  
E-Mail: evandenbrande@redmond.gov

**DECLARATION**

By signing this Contract, I hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. The undersigned Person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project which this Contract supports.
2. By signing the Agreement page of this Contract, the undersigned business organization is deemed to have signed and agreed to the provisions of this declaration, and authorized the signature below.
3. In preparing this Contract, the Contractor has not been assisted by any current or former employee of the County whose duties relate nor or have related in the past to this Contract and who was assisting in other than his or her official public capacity. Neither does such a Person nor any member of his or her immediate family have any financial interest in the outcome of this Contract. Any exceptions to these assurances are described in full detail on a separate page and attached to this Contractor Response Form.

**Internal Revenue Service (IRS) Reporting Requirements**

Check one:  Corporation;  Partnership;  Sole Proprietor;  Other: Local Government

Identify: State of Incorporation: Washington

Provide one: Federal Tax Number: 91-6001492 Social Security Number: —  
WA. STATE I.D.# C176000016

Identify: UBI Number: — Business License No: —

What is the official name registered with the IRS for this number: —

Firm Name: CITY OF REDMOND  
Address: 15670 N.E. 85th St  
City, State, Zip: REDMOND, WA 98073-9710  
Phone number: (425) 556-2457  
Authorized Signature: [Signature]  
Printed Name: JOHN MARCHIONE



### ATTACHMENT D

# Personnel Inventory Report

Legal name of business \_\_\_\_\_ Telephone No: \_\_\_\_\_

dba (if applicable) \_\_\_\_\_

Street address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Submitted by: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

IRS Employer Identification Number: \_\_\_\_\_

Do you have any employees? No  Yes

If yes, list on the Employment Data Chart below the total number of employees for all businesses located in (1) King County. If none, list the total number of employees for all businesses located in (2) Washington State. If none, list the total number of employees for all businesses located in the (3) United States. Indicate which locale (1,2,3) report covers \_\_\_\_\_. This report covers Business Location(s) in (circle one): [King County, Washington State, Other States] for the Payroll Period ending (Month/Day/Year): \_\_\_\_\_.

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

If yes, list the unions and/or employee referral agencies with whom you have agreements: \_\_\_\_\_

\_\_\_\_\_ If you expect to do more than \$10,000 worth of public Work (construction) or, more than \$25,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
<u>Managerial</u>																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
Skilled Craft*																
Subtotal																

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

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



# Personnel Inventory Report

## SUPPLEMENTAL FORM

Use this form as necessary to report the total Work force.

Legal name of business \_\_\_\_\_ Telephone \_\_\_\_\_  
Submitted by: Title Date \_\_\_\_\_

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
<u>Managerial</u>																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
Skilled Craft*																
Subtotal																

Contact the King County Procurement and Contract Services Section at (206) 684-1681 or the King County Department of Finance, Business Development and Contract Compliance Division (206) 684-1330 if you have any questions concerning completion of this form.



## ATTACHMENT E

# Affidavit and Certificate of Compliance

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

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

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

- A. Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to Provide equal employment opportunity. Contractor further recognizes that this Affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basic nondiscrimination provisions of the general Contract Specifications as applied to service, Contractor, and vendor Contracts exceeding \$25,000, or public Work Contracts exceeding \$10,000. Contractor herein agrees that this Affidavit is incorporated as an addendum to its general Contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general Specifications, King County Code Chapter 12.16 ("Chapter") and this Affidavit. PROVIDED FURTHER, that in lieu of this Affidavit, the Executive may accept a statement pledging adherence to an existing Contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of the Chapter.
- B. Contractor Shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of Work.
- C. This Person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken:
- D. Contractor Will cooperate fully the M/WBE and Contract Compliance Division and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this Affidavit and in King County Code Chapter 12.16.
- E. **Reports:** The Contractor agrees to complete and submit as required such additional reports and records that may be necessary to determine compliance with the Affidavit and to confer with the County Compliance Officer at such times as the County Shall deem necessary. The information required by the Chapter includes but is not limited to the following reports and records:
1. **Personnel Inventory Report:** This report Shall include a breakdown of the employer workforce showing race, sex and handicapped and other minority data.
  2. **Monthly Utilization Report:** This report Shall apply to construction Contractors and Subcontractors and Shall Provide the number of hours of employment for all employees, including minority, women and disabled employees by craft and category.
  3. **Statement from Union or Worker Referral Agency:** This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of sensory, mental or physical disability.
- The information required in this section Shall be submitted on forms provided by the County unless otherwise specified.
- F. **Subcontractors:** For public works projects and Contracts of ten thousand dollars (\$10,000) or more, and for all other Contracts and agreements of twenty-five thousand (\$25,000) dollars or more, the prime Contractor Shall be required to submit to the County, along with its qualifying documents under the Chapter, employment profiles, Affidavits and Certificates of Compliance, Reports and Union Statements from its Subcontractors in the same manner as these are required of the prime Contractor. Reporting requirements of the prime Contractor during the Contract period Will apply equally to all Subcontractors.
- G. **Employment Goals for Minorities, Women and Persons with Disabilities:** No specific levels of utilization of minorities and women in the workforce of the Contractor Shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices. Notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents Shall continue to apply.
- H. **Affirmative Action Measures:** Contractor agrees to implement and/or maintain reasonable good faith efforts to comply with King County Code Chapter 12.16. The evaluation of a Contractor's compliance with the Chapter Shall be based upon the Contractor's effort to achieve maximum results from its affirmative action measures. The CONTRACTOR Shall document these efforts and Shall implement affirmative action steps at least as extensive as the following:
1. **Policy Dissemination:** Internal and external dissemination of the Contractor's equal employment opportunity policy; posting of nondiscrimination policies and of the requirement of the Chapter on bulletin boards clearly visible to all employees; notification to each subcontractor, labor union or representative of workers with which there

- is a collective bargaining agreement or other Contract, Subcontract, or understanding of the Contractor's commitments under the Chapter. Inclusion of the equal opportunity policy in advertising in the news media and elsewhere.
2. **Recruiting:** Adopt and implement recruitment procedures designed to increase the representation of women, minorities and persons with disabilities in the pool of applicants for employment: including, but not limited to establishing and maintaining a current list of minority, women and disabled recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, women and/or disabled readership.
  3. **Self-Assessment and Test Validation:** Review of all employment policies and procedures, including tests, recruitment, hiring and training practices and policies, performance evaluations, seniority policies and practices, job classifications and job assignments to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and persons with disabilities and validate all tests and other selection requirements where there is an obligation to do so under state or federal law.
  4. **Record Referrals:** Maintain a current file of applications of each minority, women and persons with disabilities who are applicants or referrals for employment indicating what action was taken with respect to each such individual and the reasons therefor. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.
  5. **Notice to Unions:** Provide notice to labor unions of the Contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors Shall also notify the M/WBE and Contract Compliance Division if labor unions fail to comply with the nondiscrimination or affirmative provisions.
  6. **Supervisors:** Ensure that all supervisory personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the Contractor under King County Code Chapter 12.16. Such direction Shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.
  7. **Employee Training:** When reasonable, develop on-the-job training opportunities which expressly include minorities, women, and persons with disabilities and sponsor and/or utilize, training/educational opportunities for the advancement of women, minorities and persons with disabilities employed by the Contractor, subject to Acceptance by the County.
  8. **Responsible Person:** Designate an employee who Shall have the responsibility for implementation of the Contractor's affirmative action measures.
  9. **Progress Reporting:** Prepare as part of the affirmative action plan an analysis and report on the progress made toward eliminating the underrepresentation of minorities, women, and persons with disabilities in the Contractor's workforce on an annual basis.
- I. During the performance of this Contract, neither the Contractor nor any party Subcontracting under the authority of this Contract Shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
  - J. Contractor agrees to Provide reasonable access upon request to the premises of all places of business and employment, relative to Work undertaken in this Contract, and to records, files, information and employees in connection therewith, to the M/WBE and Contract Compliance Division or agent for purposes of reviewing compliance with the provisions of this Affidavit and agrees to cooperate in any compliance review.
  - K. Should the M/WBE and Contract Compliance Division find, upon complaint investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this Affidavit, it Shall notify the County and Contractor in writing of the finding fully describing the basis of non-compliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the Contractor and the County that the noncompliance has been resolved.
  - L. The Contractor agrees that any violation of any term of this Affidavit, including reporting requirements, Shall be deemed a violation of King County Code Chapter 12.16. Any such violation Shall be further deemed a breach of a material provision of the Contract between the County and the Contractor. Such breach may be grounds for implementation of any sanctions provided for in the Chapter, including but not limited to, cancellation, termination or suspension, in whole or part, of the Contractor by the County; liquidated damages; or disqualification of the Contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

Contractor: \_\_\_\_\_  
Company Name Street Address City State Zip

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

Authorized Signer: John Marchione MAYOR 425.556.2101 J. Marchione  
Name (type or print) Title Phone Signature

VALID ONLY IF NOTARIZED

SUBSCRIBED AND SWORN TO BEFORE ME THIS 28<sup>th</sup> DAY OF February, 2008  
2007.

Sandra L. Marion  
(Signature of notary public)

Sandra L. Marion  
(Printed name of notary public)

Notary Public in and of the state of WASHINGTON

My appointment expires:  
March 25 2010



ATTACHMENT I

**CERTIFICATE OF LOBBYING ACTIVITIES**

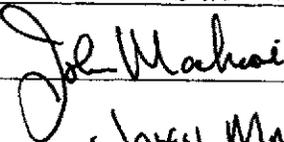
CONTRACT NO. \_\_\_\_\_

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the contract administrator.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Firm: CITY OF REDMOND

Authorized Signature: 

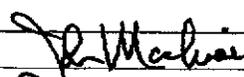
Printed Name: JOHN MARCHIONE

Title: MAYOR

Date: 2/28/08

**ATTACHMENT J  
DISCLOSURE FORM TO REPORT LOBBYING  
DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S. C. 1352  
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  For material change only: year _____ quarter _____ Date of last report: _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: KING COUNTY  Congressional District, if known: MANY		
6. Federal Department/Agency: FTA			7. Federal Program Name/Description: CMAQ CFDA Number, if applicable: 20.505		
8. Federal Action Number, if known: —			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI): N/A			b. Individuals Performing Services (including address if different from No. 10a) (Last name, First name, MI): N/A		
11. Amount of Payment (check all that apply): N/A			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify:		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in kind; specify: nature _____ value _____ N/A			<input checked="" type="checkbox"/> b. one-time fee N/A		
14. Brief Description of Services Performed or to be Performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in Item 11: N/A (Attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC § 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:  Print Name: JOHN MARCHIONE Title: MAYOR Telephone No: (425) 556-2101 Date: 2/26/04		

## ATTACHMENT J

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing to title 31 USC § 1352. The filing of a form is required for each payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subaward of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 - (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.
  - (b) Enter the full name, of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the amount of box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT K

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS -  
PRIMARY COVERED TRANSACTIONS**

Federal Transit Administration (FTA)

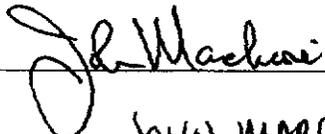
The prospective Primary Participant (potential contractor for a major third-party contract),  
\_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its  
principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3) year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this Bid had one or more public transactions (federal, state or local) terminated for cause or default.

{If the primary participant (applicant for an FTA grant, or cooperative agreement or potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.}

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801, *ET SEQ.*, ARE APPLICABLE THERETO.

Name of Firm: CITY OF REDMOND

Authorized Signature: 

Printed Name: JOHN MARCHIONE

Title: MAYOR

Date: 2/29/05

# EPLS

## Excluded Parties List System



### Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates

### View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

### Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

### OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

### EPLS Search Results

#### Search Results for Parties Excluded by

Partial Name : Redmond  
 Exact Name : City of Redmond  
 State : WASHINGTON  
 Country : UNITED STATES

As of 25-Jan-2008 6:59 PM EST

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

### Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

### Reports

- 
- > Advanced Reports
  - > Recent Updates

### Archive Search - Past Exclusions

- 
- > Advanced Archive Search
  - > Multiple Names
  - > Recent Updates

### Contact Information

- > Email: [support@epls.gov](mailto:support@epls.gov)  
[eplscomments@epls.gov](mailto:eplscomments@epls.gov)
- > Phone: 1-866-GSA-EPLS  
 1-866-472-3757