

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

Community Advisory Committee Service

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

**CFDA #: 2-500**

**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, 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 CAG will build an ETOD Strategy and Implementation Plan that will guide the City's approach to development by advancing community-driven outcomes in neighborhoods surrounding light rail stations. An ETOD Strategy and Implementation Plan is actionable and may include identifying policy and investment tools. The CAG will be responsible for issue identification, making proposals, and directing supporting staff on research tasks and evaluating potential tools and strategies. The vision of ETOD centers on community power, community land ownership, affordable housing and other community benefits, safe and efficient transportation, a healthy environment, and economic justice. The group will meet twice a month starting in September 2024. Each meeting will last up to two hours. The group will meet for approximately one year, until a draft ETOD Strategy and Implementation Plan is created. The group will then meet as needed for the first half of 2025 to refine and give feedback on implementing the Plan

**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 \$5,000 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. 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.

**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.

**4. 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.

**5. ASSIGNMENT:** This Stipend agreement is not expected to have any assignment or subcontract to a lower tier. If it becomes necessary, it must be approved by the City in writing and is subject to all the provisions named herein. Additional provisions

shall be required of the Participant prior to an assignment or subcontract, such as Disadvantaged Business Enterprises, Women and Minority Business, certain flow down provisions and related.

6. **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.
7. **INSURANCE:** Participant agrees that it will maintain vehicle liability insurance in force with coverages to the extent required by Washington state law.
8. **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.
9. **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.
10. **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. (B) Termination for Cause:
11. **COMPLIANCE WITH LAWS:** Participant shall at all times comply with all applicable laws, ordinances, rules and regulations and orders of the Federal Government, State of Washington, King County and The City of Seattle, 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).
12. **VIOLATIONS OF LAW:** Any violation of the requirements in Section 11 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 11, Participant may also be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

13. **AUDIT:** The Participant shall permit the City to inspect and audit all pertinent books and records of the Participant, any sub-tier 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.
14. **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.
15. **NOTIFICATION REQUIREMENTS FOR FEDERAL IMMIGRATION ENFORCEMENT ACTIVITIES:** Prior to responding to any requests from 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) regarding your City agreement Participant shall notify the Project Manager immediately. Such requests include, but are not limited to:
- 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 data or information (written or oral) about workers engaged in the work of this agreement or City employees.

No access or information shall be provided without prior review and consent of the City. The Participant shall request the ICE authority to wait until the Project Manager is able to verify the credentials and authority of the ICE agent and will direct the Participant on how to proceed.

16. **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](mailto:ethicsandelections@seattle.gov).

## 17. FEDERAL TRANSPORTATION ADMINISTRATION REQUIREMENTS

**17.1 TRAFFICKING IN PERSONS PROHIBITED.** This is a provision that shall flow-down to any sub-tier agreement. The Participant agrees that it and its employees that participate in the City's Award, may not (a) Engage in severe forms of trafficking in persons during the period of time that the City's Award is in effect. (b) Procure a commercial sex act during the period of time that the City's Award is in effect, or (c) Use forced labor in the performance of the City's Award or sub-agreements thereunder.

**17.2 SEAT BELT USE.** This is a flow-down provision to any sub-tier agreements. 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 or Agency. Per Executive Order 13043 and 23 USC Section 402.

**17.3 DISTRACTED DRIVING.** This is a flow-down provision to any sub-tier agreements. 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 Agreement. Per Executive Order 13513, 23 USC 402 and USDOT Order 3902.10.

**17.4 ACCESS TO RECORDS AND REPORTS.** This provision shall also flow-down into any subtier agreements. Upon request, the Participant shall permit the City and any other governmental agency (“Agency”) funding the Work, to inspect and audit all pertinent books and records throughout the records retention period. This includes work of the Participant, any subtier participant, or any other person or entity that performed connected or related Work. Such inspection and audit shall occur in King County, Washington or other reasonable locations that the Agency selects. The Participant shall permit the Agency to copy books and records. The Participant shall ensure that inspection, audit and copying rights of the Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity may perform work under this Agreement. 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 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 account.

**17.5 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS.** This provision shall also flow-down into any subtier agreements. 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 agreement 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. § 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 Participant , to the extent the Federal Government deems appropriate. The Participant agrees to include the above two paragraphs in each subcontract 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 subtier who will be subject to the provisions.

**17.6 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 must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the City is located. The City must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to 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 must 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 City 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 subcontractors 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.

**17.7 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 the felony criminal violation under any Federal law within the preceding 24 months.

**17.8 WAGE AND HOUR PROTECTIONS.**

The Participant shall provide wage and hour protections that comply with all federal laws, regulations and requirements including Section 102 of the Contract Work Hours and Safety Standards Act as amended, 40 U.S.C. 3702 and relevant parts of that Act, 40 U.S.C. 3701, et. Seq., and 29 C.F.R. Part 5.

**17.9 CIVIL RIGHTS – CITY AND USDOT.** The Participant also agrees to include these requirements of Section 17 in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties. For all forms, this includes compliance with 49 U.S.C. 5332, Circular USDOT 4702.1, Title IV.

**17.10 NON-DISCRIMINATION.** Under this Agreement, the Participant shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

**Employment.**

The 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. Regulations per 49 U.S.C. 5332, Circular USDOT 4702.1, Title IV, provides additional guidance.

**Non-discrimination in Business and Subcontracting.**

The Participant must not discriminate based on race, color, national origin, or sex in the award and performance of the agreement and any subcontract, exclude or deny participation in a business opportunity per 49 U.S.C. 5332, 49 C.F.R. Part 26. Failure to do so is a material breach as applicable. Remedies include but are not limited to withholding monthly progress payments, assessing sanctions, liquidated damages and/or disqualification from future bidding as non-responsible. Circular USDOT 4702.1, Title IV, provides additional guidance.

**Equal Employment Opportunity.**

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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: recruitment, 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 may issue including but not limited to 49 U.S.C. 5332, the most recent edition of FTA Circular 4702.1 and Title VI, and Circular 4704.1, Title VII of the Civil Rights Act, as amended including 49 CFR Part 21, 42 U.S.C. § 2000e, and other such Federal laws, 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., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246

Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies. Circular US FTA 4407.1 provides the FTA regulation guidance.

**Nondiscrimination on the Basis of Age.**

The Participant agrees to refrain from discrimination against present and prospective employees for reason of age, under the Age Discrimination Act of 1975, as amended and 29 U.S.C. 621 to 634, 42 U.S.C 5101, and 45 C.F.R part 90 of the "Nondiscrimination on the Basis of Age Programs or Activities receiving Federal Assistance". In addition, the Participant agrees to comply with any implementing requirements U.S. DOT may issue and 49 U.S.C. § 5332.

**Nondiscrimination on the Basis of Sex.**

The Participant shall comply with Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681, et. Seq, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance", 49 C.F.R Part 25, EEOC regulations 29 C.F.R. Part 1625, 42 U.S.C. 6106, and USHHS regulations, 45 C.F.R Part 90.

**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.

**Services for Persons with Limited English Proficiency.**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Participant agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001 and 70 Fed. Reg. 74087.

**Nondiscrimination on the basis of disability.**

This provision, Provision 32, shall also flow-down into any subtier agreements. The Participant and all subtier participants are prohibited from discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. This provision requires compliance to the American with Disabilities Act (ADA) of 1990, and amendments, and all regulations enacting the same, Section 504 of the Rehabilitation Act of 1973 as amended and 29 U.S.C 794 regulations. The subcomponents of this provision provide further references to compliance but does not limit the obligation to comply in full to the sections of both the aforementioned Acts as they may relate to the scope of work and business that the Participant and subtier participants of every tier perform. The Participant and subtier participants 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. Further guidance may be provided in the FTA Circular 4710.1.

**Employment of persons with Disabilities.**

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Participant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Participant agrees to comply with any implementing requirements U.S. DOT may issue.

**Access Requirements for Persons with Disabilities.**

The Participant agrees that he 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 comply with 49 USC 5301(d), 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., and Section 508 of the Rehabilitation Act of 1973 (Section 508) as amended, 29 U.S.C. 794(d) which requires that accessible facilities and services be made available to

persons with disabilities, including any subsequent amendments thereto. Report production and other information prepared in electronic format for this agreement, must comply with accessibility standards under the Architectural and Transportation Barriers Compliance Board regulations, 36 C.F.R 1194.

- 17.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** This provision shall be in all sub-tier contracts. Given the federal U.S. DOT funding within this agreement, the commitment to use WMBE firms is modified and is affected as follows. Participant must take steps to ensure that it takes all necessary affirmative steps to use small and minority businesses and women’s business enterprises, and Labor Surplus Area firms irrespective of whether they qualify as DBEs, to the fullest extent practicable. Participant s seeking subtier Participant s are to make information about such opportunities available to potentially qualified firms, such as those on solicitation lists, and request their participation. The City reserves its right to seek additional information throughout the term of the Agreement regarding Participant compliance with this requirement. See Circular 5010E (Chapter 4, Page 7) for detail and 2 C.F.R. § 200.321(b)(1)-(5).
- 17.2 DISADVANTAGED BUSINESS ENTERPRISES (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. However, 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, the City reserves the right to issue additional provisions that will require Participant agreement such a DBE requirement.
- 17.3 ENVIRONMENTAL JUSTICE AND PROTECTION REQUIREMENTS.** This provision in its entirety, shall also flow-down into any subtier agreements. The Participant shall comply with all applicable environmental and resource use laws, regulations and requirements, and follow applicable guidance, now in effort or that may become inn effect in the future during the course of the agreement, including state and local laws, ordinances, regulations, and requirements. This includes but is not limited to applicable Federal transit law 49 U.S.C. 5323 c (2), 23 U.S.C. 139, the National Environmental Policy Act of 1969 (NEPA) as amended, 42 U.S.C. 4321 et. seq., the Joint FHWA and FTA regulations titled “Environmental Impact and Related Procedures,’ 23 C.F.R. Part 771 and 49 C.F.R. Part 1500-1508, Executive Order 11514 as amended.

**Environmental Justice.** The Participant shall promote environmental justice by following:

- (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp.,p. 859) as well as facilitating compliance with that Executive Order; 85
- (2) U.S. DOT Order 5610.2(a), “Department of Transportation Updated Environmental Justice Order,” 77 Fed. Reg. 27534, May 10, 2012; and
- (3) 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.

**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 et 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.

**CLEAN WATER.**

The Consultant agrees to comply with and include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the FTA. Consultants shall comply all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. The Consultant 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.

**Recycled Product Requirements.**

The City and FTA CFR § 200.323 require and encourages the use of environmentally sustainable practices for those doing business with the City. Consistent with SMC 20.60, the Consultant shall use environmentally preferable products in production of City work products, including but not limited to the following: The City desires use of 100% PCF (post-consumer recycled content, chlorine-free) paper, The City prohibits vinyl binders. Please do not use binders or plastic folders, unless essential and, if essential, the City prefers use of 100% recycled stock Binders.

The Consultant shall duplex materials prepared for the City under this Agreement, whether materials are printed or copied, except when impracticable due to the nature of the product. Procurement of Recovered Materials in accordance with the U.S. Environmental Protection Agency (USEPA) comprehensive purchasing guidelines both authorized by Congress under Section 6002 of the Resource Conservation and Recovery Act, 42 U.S.C. 6962 and whenever published for a good or services as may be applicable.

**17.4 TELECOMMUNICATIONS & VIDEO SURVEILLANCE.** 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.

**17.5 FEDERAL PRIVACY REGULATIONS.** Should the Participant, or any of its subtier participants, or their employees administer any system of records on behalf of the federal government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records. For purposes of



the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, City of Seattle and any Participants, third-party contractors, subcontractors, and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this Agreement will make this Agreement subject to termination. The Participant agrees to include this clause in all subcontracts awarded under this Agreement that require the design, development, or operation of a system of records on individuals subject to the Act.

**17.6 DISPUTES – CITY AND USDOT.** 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.

**17.7 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 debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.sam.gov>. Participant shall keep proof of such verification of subtier debarment status within the Participant records.

Under SMC Chapter 20.70, the Director of Purchasing and Contracting (PC), as hereby delegated by the Director of Finance and Administrative Services, may debar and prevent a Participant from contracting or subcontracting with the City for up to five years after determining the Participant:

- A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts.
- B. Failed to comply with City ordinances or agreement terms, including but not limited to, ordinance or agreement terms related to woman and minority business utilization, discrimination, equal benefits, or other state, local or federal non-discrimination laws.
- C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract.
- D. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract.
- F. Colluded with another firm to restrain competition.
- G. Committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other government entity.
- H. Failed to cooperate in a City debarment investigation.

The PC Director or designee may issue an Order of Debarment under the SMC 20.70.050. Rights and remedies of the City under these provisions are besides other rights and remedies provided by law or under the Agreement

## 17.8 BYRD ANTI-LOBBYING.

This provision shall also flow-down into any subconsultant agreements. The 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 31 U.S.C. 13652. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

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18.1 **INCORPORATION OF FEDERAL TERMS.** The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, at Third Party Contracting 13 Guidance ([Circular 4220.1F](#)); and the FTA Master Agreement #30, at [FTA Grant Agreements | FTA \(dot.gov\)](#), 2 CFR 200 or as amended by 2 CFR 1201 Subpart E, and FAR 31.2 and other applicable commercial entity FAR requirements in the expenditure of federal funds, are hereby incorporated by reference. All contractual provisions required by U.S. DOT, FTA, 2 CFR 200 Subpart E, and FAR 31.2 and other applicable commercial entity FAR requirements in the expenditure of federal funds, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all Federally 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, failure to perform any act, or refuse to comply with any City of Seattle requests which would cause the City of Seattle to be in violation of the FTA and/or U.S. DOT terms and conditions. This provision shall also flow-down into any subtier agreements. The 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." 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 31 U.S.C. 13652. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

18.2 **VIOLATIONS OF LAW.** Any violation of the requirements "Notification to FTA of Legal Matters" (Section 28) shall be a material breach of contract 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 28, Participant may also be subject to debarment from City contracting activities.

18.3 **NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.** 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 agreement 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 agreement) 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 provided by FTA. It is further agreed the clause shall not be modified, except to identify the subtier who will be subject to its provision.

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: \_\_\_\_\_  
(Name & Title)

(Organization Name if applicable)

**[insert City Department Address]**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

City of Seattle Business License Number (If applicable): \_\_\_\_\_

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