

Introduced By: Louise Miller

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Proposed No.: 1999-0710

MOTION NO. 10829

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A MOTION authorizing the chair of the council to extend the contract for services with The Ferguson Group to represent the County during the United States 106th Congress, 2nd session.

WHEREAS, the county is a subdivision of the State of Washington, and

WHEREAS, as a result the county's services, operations and finances are to a significant extent controlled by the laws of the state, and

WHEREAS, actions of the United States 106th Congress, 2nd session, will affect the county's services, operations and finances, and

WHEREAS, it is in the interest of the residents of the county for the county to have representation during the United States 106th Congress, 2nd session, on a broad range of complex issues, and

WHEREAS, The Ferguson Group has successfully met and exceeded every contractual requirement within the original contract with the county, and

WHEREAS, The Ferguson Group would provide the high level of expertise needed to represent the county during the United States 106th Congress, 2nd session, and

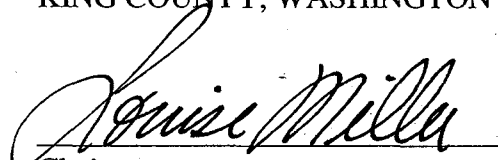
NOW, THEREFORE BE IT MOVED by the Council of King County:

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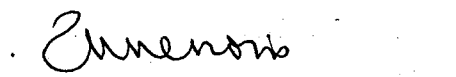
The chair of the Metropolitan King County Council is authorized to extend the a  
contract, in the amount not to exceed \$225,000 with The Ferguson Group for the services  
of representing the county before and monitoring actions by the United States 106th  
Congress, 2nd session, on issues of concern to King County, and to be an advocate on the  
county's behalf on issues, including but not limited to, agriculture, energy, transportation,  
housing, water and sewer, and threatened and endangered species issues, during the United  
States 106th Congress, 2nd session

PASSED by a vote of 13 to 0 this 13th day of December, 1999.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Clerk of the Council

Attachment: Contract Amendment

CONTRACT NO.	T00733T	DEPARTMENT	Council
FEDERAL TAXPAYER I.D.		CONSULTANT	The Ferguson Group
SERVICES PROVIDED	Federal Governmental Relations Consultant		
AMOUNT \$	\$201,000	FUND SOURCE	Current Expense
DURATION	January 1, 1999	TO	December 31, 1999

CONTRACT FOR NON-PROFESSIONAL/TECHNICAL CONSULTANT SERVICES - 1999

THIS CONTRACT is entered into by KING COUNTY (the "County"), and The Ferguson Group, whose address is 1130 Connecticut Avenue N.W., Suite 300, Washington D.C. 20036.

The County is undertaking certain activities related to keeping King County officials abreast of developments on a broad range of issues being considered by Congress and the federal administration. and,

The County desires to engage the Consultant to render certain non-professional/technical services in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

**I. SCOPE OF SERVICES**

The Consultant shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits which are incorporated herein by reference:

<input type="checkbox"/>	Scope of Services	Attached hereto as Exhibit	A
<input type="checkbox"/>	RFP No. <u>144-98</u>	Attached hereto as Exhibit	B
<input type="checkbox"/>	Response to RFP	Attached hereto as Exhibit	C
<input type="checkbox"/>	Consultant Disclosure Form (K.C.C. 3.04)	Attached hereto as Exhibit	D
<input type="checkbox"/>	Personnel Inventory Report (K.C.C. 12.16)	Attached hereto as Exhibit	E
<input type="checkbox"/>	Affidavit of Compliance (K.C.C. 12.16)	Attached hereto as Exhibit	F
<input type="checkbox"/>	Disability Assurance of Compliance/Section 504	Attached hereto as Exhibit	G
<input type="checkbox"/>	Minority/Women's Business (K.C.C. 4.18)	Attached hereto as Exhibit	N/A
<input type="checkbox"/>	Certificate(s) of Insurance	Attached hereto as Exhibit	H
<input type="checkbox"/>	General Provisions	Attached hereto as Exhibit	N/A
<input type="checkbox"/>	Waiver	Attached hereto as Exhibit	I
<input type="checkbox"/>			

## II. DURATION OF CONTRACT

This Contract shall commence on the 1st day of January, 1999 and shall terminate on the 31<sup>st</sup> day of December, 1999 unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

## III. COMPENSATION AND METHOD OF PAYMENT

A. The County shall reimburse the Consultant for satisfactory completion of the services and requirements specified in this Contract in an amount not to exceed \$ 201,000, payable in the following manner:

Monthly base amount of \$15,000. Reimbursable expenses will be \$21,000 for 1999.

Consultant should submit an invoice by the fifth day of the following month for services and expenses incurred.

B. The Consultant shall submit its final invoice and such other documents as are required pursuant to this Contract within ten (10) days of completion of the Scope of Services. Unless waived by the County in writing, failure by the Consultant to submit the final invoice and required documents will relieve the County from any and all liability for payment to the Consultant for the amount set forth in such invoice or any subsequent invoice.

C. If the Consultant fails to comply with any terms or conditions of this Contract or to provide in any manner the work or services agreed to herein, the County may withhold any payment due the Consultant until the County is satisfied that corrective action, as specified by the County, has been completed. This right is in addition to and not in lieu of the County's right to terminate this Contract as provided in Section IV below.

## IV. TERMINATION

A. This Contract may be terminated by the County without cause, in whole or in part, prior to the date specified above in Section II, upon providing the Consultant ten (10) days' advance written notice of the termination.

B. The County may terminate this Contract, in whole or in part, upon five (5) days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or

unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated as provided in this Subsection: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

#### V. MAINTENANCE OF RECORDS

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract.
- B. These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

#### VI. CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion,

specifies in writing an extension in the number of days to complete the corrective actions;

- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Subsections A, B, C, and D.

## VII. AUDITS

- A. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six (6) years after termination hereof.
- B. The Consultant shall provide right of access to its facilities, including those of any subconsultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- C. The Consultant agrees to cooperate with the County or its agent in the evaluation of the Consultant's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- D. If the Consultant receives a total of \$25,000 or more in federal financial assistance during its fiscal year, from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County department or division shall be responsible for determining if the combined financial assistance is equal to or greater than \$25,000. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the

Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

### VIII. ASSIGNMENT/SUBCONTRACTING

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

### IX. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are employees of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Consultant, its employees and/or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Consultant of work, services, materials, and/or supplies by Consultant employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their 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 the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents.

For this purpose, the Consultant, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Consultant.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

## X. INSURANCE REQUIREMENTS

- A. By the date of execution of this Contract, the Consultant shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Consultant, its agents, representative, employees, and/or subcontractors. The cost of such insurance shall be paid by the Consultant or subcontractor. The Consultant may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract.

For All Coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this contract. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing



contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

B. Minimum Scope Of Insurance

Coverage shall be at least as broad as:

1. General Liability:

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

2. Professional Liability:

Professional Liability, Errors and Omissions coverage.

In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section shall mean any services provided by a licensed professional.

3. Automobile Liability:

Insurance Services Office form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

4. Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.

5. Employers Liability or "Stop-Gap":

The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits Of Insurance

The Consultant shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

2. Professional Liability, Errors and Omissions: \$ N/A
3. Automobile Liability: \$ N/A combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation: Statutory requirements of the State of residency.
5. Employers Liability or "Stop Gap" coverage: \$ N/A

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. General Liability Policy:

- a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Contract.
- b. To the extent of the Consultant's negligence, the Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.
- c. The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies:

- a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice, has been given to the County.

F. Acceptability of Insurers

Unless otherwise approved by the County,

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

#### G. Verification of Coverage

The Consultant shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

#### H. Subcontractors

The Consultant shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

### XI. CONFLICT OF INTEREST

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

- A. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
- B. If the Consultant violates the provisions of Subsection XI(A) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and

grounds for termination pursuant to Section IV(B)(1) above as well as any other right or remedy provided in this Contract or law.

## XII. NONDISCRIMINATION

King County Code Chapters 12.16 and 12.18 are incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapters. The Consultant shall be responsible for ensuring compliance by its subconsultants with the requirements of these Chapters. Failure by the Consultant to comply with any requirements of these Chapters shall be a material breach of Contract.

- A. During the performance of this Contract, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of religion, color, race, sex, sexual orientation, age, national origin, or the presence of any sensory, mental or physical disability, nor tolerate harassment based on any of these categories, unless based upon a *bona fide* occupational qualification. The Consultant will take affirmative action to ensure that applicants and employees are treated, without regard to their creed, color, race, religion, sex, sexual orientation, age, national origin, or the presence of such disability. Such affirmative action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Consultant agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

The Consultant will, prior to the commencement and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this provision, and will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these EEO requirements.

The Consultant will implement and carry out the obligations contained in its affidavit and certificate of compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the county as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.

- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
1. employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;

2. employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
3. employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a *bona fide* occupational qualification;
4. employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
5. employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by King County Code Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of King County Code, Chapter 12.18;
6. publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of King County Code Section 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a *bona fide* occupational qualification; and/or
7. employer to prohibit any person from speaking in a language other than English in the workplace unless:
  - a. the employer can show that requiring that employees speak English at certain times is justified by business necessity, and
  - b. the employer informs employees of the requirement and the consequences of violating the rule.

C. Affirmative Action Reporting

The Consultant entering into a Contract with King County valued at \$25,000 or more shall furnish to the County, on such forms as may be provided by the County:

- A personnel inventory report providing minority, female and persons with disabilities employment data;

- An affidavit and certificate of compliance demonstrating its commitment to comply with the provisions of King County Code, Chapter 12.16;
- An employee referral statement signed by an authorized referral agency representative evidencing compliance with King County Code, Chapter 12.16.

The Consultant shall be responsible for ensuring that each of its subconsultants entering into agreements valued at \$25,000 or more complies with these reporting requirements as applicable.

Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract.

### XIII. SECTION 504 AND AMERICANS WITH DISABILITIES ACT

The Consultant has complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract); and has evaluated its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended, ("504") and the Americans with Disabilities Act ("ADA"). The Consultant will prepare a Corrective Action Plan for the structural, programmatic, and/or service changes necessary at each of its premises within the State of Washington to comply with 504 and the ADA, and it is attached as an exhibit to this Contract and incorporated herein by reference.

### XIV. NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE subcontractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities for M/WBEs to participate in all County contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- C. The Consultant shall maintain, until at least twelve (12) months after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as subcontractors and suppliers in this contract and in its overall public and

private business activities. The Consultant shall also maintain, until twelve (12) months after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate in this Contract. The Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

D. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to open competitive opportunities for M/WBEs:

- Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs of contracting and subcontracting opportunities.
- Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
- Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
- Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
- Providing M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
- Utilizing the services of available minority community organizations, minority contractor groups, local minority assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of M/WBEs.

E. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

#### XV. PROPRIETARY RIGHTS

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

#### XVI. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials which meet performance requirements are encouraged to offer them in bids and

proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper.

If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement.

The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

#### XVII. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract 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 the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

#### XVIII. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing.

Any time within which a party must take some action shall be computed from the date that the notice is received by said party.



XIX. CONTRACT AMENDMENTS

Either party may request changes to this contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this contract.

COUNTY:

*Louise Miller* FOR  
Signature - King County Council

Louise Miller  
Name (Please type or print)

Chair, Metro/King Co. Council  
Title (Please type or print)

Jan. 12, 1999  
Date

CONSULTANT:

*William Ferguson, Jr*  
Signature

William Ferguson, Jr  
Name (Please type or print)

CEO  
Title (Please type or print)

1/15/99  
Date

ATTEST:

*Marcia Isenberg*  
Marcia Isenberg  
Council Administrator

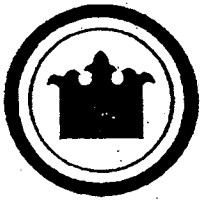
APPROVED AS TO FORM:

*James Brewer or Jeffery M. Slayton*  
James Brewer or Jeffery M. Slayton  
Legal Council

108291

Exhibit B

# REQUEST FOR PROPOSAL



KING COUNTY  
 PROCUREMENT SERVICES  
 DIVISION  
 620 K.C. ADMIN. BUILDING  
 500 - 4TH AVENUE  
 SEATTLE, WASHINGTON 98104  
 (206) 296-4210  
 (206) 296-4211 FAX

PROPOSAL NUMBER: 144-98RLD	
PROPOSAL OPENING DATE:	November 6, 1998 TIME: 2:00 P.M.
<i>ALL PROPOSALS MUST BE SUBMITTED TO PROCUREMENT SERVICES NO LATER THAN 2:00 P.M. EXACTLY</i>	
BUYER: Roy L. Dodman:jp <i>RJD</i>	
REQUISITION: 102816	

DATE ISSUED: October 20, 1998

TITLE: FEDERAL GOVERNMENT RELATIONS CONSULTANT - KING COUNTY COUNCIL

Sealed bid proposals are hereby solicited and will be received only at the office of the King County Procurement Services Division in Room 620 of the King County Administration Building, 500 Fourth Avenue, Seattle, Washington 98104 for a Federal Government Relations Consultant for the King County Council. These services shall be provided to King County in accordance with the following and the attached instructions, requirements and specifications.

Submittal: The original and one (1) copy of this entire RFP document package shall be signed and submitted including the original and four (4) copies of the proposal response, data or attachments offered. The original shall be noted or stamped "Original."

Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.

Questions: Proposers are required to submit any questions in writing prior to the close of business Wednesday, October 28, 1998 to the above address, in order for staff to prepare any response required to be answered by Addendum.

If a contract is awarded based on this RFP, it will contain the following provision:

### Contract Extension

The contract period may be extended in one (1) year increments for two (2) additional one-year periods in accordance with the County's best interest and at the sole option of the County. The price(s) submitted shall be the maximum allowed during the life of the entire contract.

(Continued on Page 2)

*NOTE: INFORMATION WITHIN BORDERED AREA MUST BE COMPLETED AND SIGNED.*

This document can be made available from the ADA Liaison, at (206) 296-4210 or TDD (206) 296-0100, in large print, audio cassette, or braille.

LEGAL NAME OF OFFEROR/CONTRACTOR (PRINT OR TYPE) The Ferguson Group, LLC	NAME OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE) William Ferguson, Jr.
STREET 1130 Connecticut Avenue NW #300	TITLE Chief Executive Officer
CITY Washington STATE DC ZIP 20036	SIGNATURE <i>William Ferguson, Jr.</i>
TELEPHONE NUMBER (202) 331-8500	FAX NUMBER (202) 331-1598

**SECTION I - GENERAL INFORMATION**

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
3. King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants which share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Della Shaffer, King County ADA Coordinator, 206-296-7705 or Charles LeViege, Compliance Supervisor, 206-684-1340.
2. King County strongly encourages minority and women owned firms and community based organizations to submit proposals.
1. All proposals submitted become public information and may be reviewed by appointment by anyone requesting to do so at the conclusion of the evaluation process.

No other distribution of proposals will be made by the proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.

Proposals shall be prepared simply and economically, providing a straight forward and concise but complete and detailed description of the proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.

1. If a proposal contains any information that the proposer does not wish disclosed to the public or used for any purpose other than evaluation, all such information must be indicated with the following statement:

The information contained on pages \_\_\_\_\_ shall not be duplicated or used in whole or part for any other purpose than to evaluate the proposal; provided that if a contract is awarded to this office as a result of or in connection with the submission of such information, King County shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit King County's right to use information contained herein if obtained from another source.

Provided, the Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.

1. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.

In the event it becomes necessary to revise any part of this RFP, addenda shall be provided to all proposers who received the basic RFP.

King County is not liable for any cost incurred by the proposer prior to issuing the contract.

NAME OF OFFEROR: \_\_\_\_\_

- K. A contract may be negotiated with the proposer whose proposal would be most advantageous to King County in the opinion of the King County Council, all factors considered. King County reserves the right to reject any or all proposals submitted.
- L. It is proposed that if a selection is made as a result of this RFP, a fixed price contract will be negotiated. Negotiations may be undertaken with the proposer who is considered to be the most suitable for performing the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" proposer; negotiations may be instituted with the second choice and subsequent proposer until the project is cancelled or an acceptable contract is executed.
- M. The contents of the proposal of the selected proposer will become contractual obligations if a contract ensues. Failure of the proposer to accept these obligations may result in cancellation of their selection.
- A contract between the successful proposer and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- N. News releases pertaining to this RFP, the services, or the project to which it relates, will not be made without prior approval by, and then only in coordination with, the King County Council.
- O. King County Code 4.16.020 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- P. King County agencies' staff are prohibited from speaking with potential proposers about the project during the solicitation.

Please direct all questions only to:

Roy L. Dodman

Senior Buyer

(206) 296-4316

e-mail: [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov)

## INTRODUCTION

The Metropolitan King County Council, in conjunction with the King County Executive's office directs the governmental relations advocacy program through the King County Legislative Steering Committee process. The King County Legislative Steering Committee consists of five Councilmembers and the King County Executive. The government relations program is charged with monitoring, tracking and advocating the breadth of King County issues. In keeping with this policy, the county council, consisting of thirteen members, and the executive are requesting federal government relations consultant proposals for 1999, with the county maintaining an option to renew the contract annually for two additional years. During the term of this contract, King County may modify elements of the workplan to reflect changing or emerging issues.

## I. SCOPE OF SERVICES

Services performed by the consultant will allow King County officials to keep abreast of developments on a broad range of issues being considered by Congress and federal agencies. On a selected group of issues, the consultant will provide more in-depth services, including advocacy on the county's behalf. A list of the issues on which the consultant would provide advocacy, monitoring and reporting services, grants and appropriations services, and coalition building is included as a part of the scope of services. The consultant will provide the following services:

### A. Advocacy Services

- The consultant will work with the Legislative Steering Committee and county staff to develop a federal legislative agenda and an action plan for achieving the goals set in the legislative package.
- The consultant shall advise the Legislative Steering Committee and county staff with respect to proposed legislation including the timing and nature of direct contacts with the congress and the federal administration.
- The consultant shall maintain regular contact with the administration, Washington State's congressional delegation, congressional leadership, key congressional committee staff, and federal agency officials involved in the development of legislation and regulations, and funding of grants for King County.

### Issues Covered by Advocacy

- Agriculture
- Economic Development
- Energy
- Environmental Protection
- Federal Emergency Management Agency
- Health and Human Services
- Housing
- Transportation
- Threatened and Endangered Species
- Water Resources

**B. Monitoring and Reporting Services**

- The consultant shall monitor actions by congress and federal agencies on all issues of concern to the county. Attend meetings of public interest groups and national organizations regarding topics of interest to King County.
- The consultant shall provide status reports to the Director of Government Relations and the King County Executive on relevant issues and prepare memoranda and other information as requested by the county.

**Issues Covered by Monitoring and Reporting**

- Affirmative Action
- Criminal Justice
- Education
- Energy Deregulation
- Forestry
- Growth Management
- Job Training
- Medicaid Reform
- Medicare Reform
- Public Health
- Social Security Reform
- Solid Waste
- Taxation and Municipal Finance
- Telecommunications
- T-21 Implementation
- Uniform Building Codes
- Waste Water Treatment
- Welfare Reform.

Items of monitoring and reporting may be added to the advocacy agenda by action of the county council or executive through the Legislative Steering Committee.

**C. Grants and Appropriations Services**

- The consultant shall inform the county of grant opportunities for various departments
- The consultant shall assist in the securing of federal grants, including working closely with county departments.
- Top priorities for the consultant's efforts shall include criminal justice, the environmental protection, housing, health and human services and transportation.

**D. Coalition Building Services**

- The consultant shall assist the county council and executive in building relationships within the National Association of Counties and the American Public Transit Association.
- The consultant shall identify other relationships to benefit the county council and executive in achieving the county's federal legislative agenda.

## II. REPORTING STRUCTURE

Consultant services will be supervised by the Director of Government Relations and King County Legislative Steering Committee. All correspondence should be mailed or faxed to:

<u>Billing &amp; Reporting</u>	<u>Reporting</u>
Director of Government Relations	County Executive
Metropolitan King County Council	King County Courthouse
King County Courthouse	516 Third Ave., Room 400
516 Third Ave., Room 1200	Seattle, WA 98104-3272
Seattle, WA 98104-3272	(206) 296-4040
206) 296-1000	(206) 296-0194 - FAX
206) 296-0198 - FAX	

## III. FEES AND EXPENSES

The monthly fee for the services described in this request for proposal will be \$15,000 per month. Annual budget for expenses will be \$21,000.

Monthly reports and invoices shall be sent to King County by the consultant by the fifth day of each month for costs relating to the preceding month.

## V. PROPOSALS

The proposal shall be submitted in the form of a cover letter, action plan, detailed description of qualifications, resume of lead staff and associate members assigned to King County's legislative program, and a client list from 1995-1998. Interviews will be held with the highest rated candidate(s).

### Proposals shall:

- Demonstrate that the consultant has knowledge of the issue areas described in the advocacy section of the Scope of Services.
- Show that the consultant has the knowledge and systems to meet the requirements for monitoring and reporting described in the Scope of Services.
- Demonstrate that the consultant has the skills to develop and implement the county's federal legislative agenda and grant appropriations services described in the Scope of Services.
- List three references for whom the consultant has performed similar services for within the last three years including names and phone numbers.

V. EVALUATION CRITERIA

Proposals will be ranked according to the following criteria:

- Demonstrated familiarity with the county's federal legislative issues and the ability to development an action plan to implement the county's federal legislative agenda and grants appropriations services. (25 points)
- Demonstrated working relationship with the administration, Washington State's congressional delegation, congressional leadership and key staff and federal agency officials. (25 points)
- Extent of experience advocating federal issues before the congress and federal agencies, including past record of achieving legislative programs and issues for clients. (25 points)
- Final oral interview with the Legislative Steering Committee. (25 points)

Responses must be received no later than 2:00 p.m., Friday, November 6, 1998.



**SECTION VI - MINORITY AND WOMEN'S BUSINESS PARTICIPATION**

No minimum levels of MBE or WBE participation have been established for purposes of this solicitation. However, M/WBE participation is highly encouraged, and as such the following information is included with this RFP.

**1. M/WBE POLICY AND GENERAL REQUIREMENTS**

- A. As set forth in King County Code 4.18, it is King County's policy that minority and women business enterprises (MBEs and WBEs) shall have the maximum practicable opportunity to participate in the performance of contracts for materials and supplies and in providing consulting or construction services for and to King County, and that consultants and subconsultants shall afford equal opportunity in employment while providing materials and supplies and consulting or construction services for and to King County. King County Code, Chapter 4.18, is by this reference incorporated herein as though fully set forth.
- B. Consistent with the policy cited above, the proposer is encouraged to take all necessary and reasonable steps to ensure that minority and women businesses have the maximum practicable opportunity to participate in the performance of contracts and subcontracts hereunder. The proposer shall not discriminate on the basis of race, religion, creed, sex, sexual orientation, age, nationality or the presence of any sensory, mental or physical disability in the award and performance of such contracts and subcontracts.
- C. King County has established Countywide annual goals of 6% MBE and 15% WBE for the participation of certified businesses in King County general consulting contracts. To the greatest extent possible, proposers are encouraged to establish and detail a plan to utilize certified minority and women business enterprises consistent with the policy cited in King County Code 4.18.
- D. To assist proposers, King County employs Contract Compliance Specialists. Any proposer having questions about the M/WBE program should contact Willie Winston of the King County Minority and Women Business Enterprise and Contract Compliance Office, MS 133, Exchange Building, 821 Second Avenue, Seattle, Washington 98104, (206) 684-1330.

**2. MINORITY AND WOMEN BUSINESS ENTERPRISE SUBMITTALS AND EVALUATION**

- A. Each firm submitting a proposal that includes M/WBE participation shall complete the "Proposer's Declaration of M/WBE Participation form" (page 10 and 11) and submit the form with its proposal. Include the nature of the tasks to be performed and the percentage of the proposed total amount of the contract for the participation of the Minority-owned Business(es) and/or Woman-owned Business(es). (The back page of this form is only for M/WBE Primes to complete and notarize.) In addition, all Minority and women's Businesses participating in this project shall complete the MWB Registration form, page 13 and the Declaration of MWB Status, page 14. MWB joint venture partners must submit a copy of their joint venture agreement in the proposal response.
- B. On the "Proposer's Declaration of M/WBE Participation form" each proposer shall name the MBEs and WBEs (whether they will be subconsultants, suppliers or joint venture partners) with whom the proposer intends to contract if the proposer is awarded this contract; identify or describe the specific work (task) which will be performed by each named MBE and WBE; and indicate the percentage of the total proposal for each named MBE and WBE.

- C. After proposals are submitted, King County may, at its discretion, request additional information pertaining to the portion of work to be performed by MBEs and WBEs to ensure said MBEs and WBEs currently meet certification requirements and to verify their performance of a commercially useful function. This information may include copies of quotes and proposals, quantity and pricing calculations, take off sheets, records of solicitation, plans and schedules by which the MBE's or WBE's work would be performed and completed, and other documents or information determined necessary and reasonable by King County. In the event the MBE or WBE expects to share the resources of a non-certified business enterprise, King County may require information describing the extent to which facilities, financial assistance, equipment or personnel are to be shared.

### 3. MINORITY AND WOMEN BUSINESS ENTERPRISE ELIGIBILITY

- A. The term "certified M/WBE firm" shall mean that the State OMWBE has notified a firm in writing that the firm has met all requirements and eligibility criteria as a minority, women or combination business enterprise under state law and regulations, and the State OMWBE has placed the name of such firm on the State OMWBE's list of certified businesses. The act of submitting an application to the State OMWBE shall not be interpreted or construed in any way to render a firm certified. The State OMWBE shall be the sole body responsible for making a determination of certification.
- B. King County defines minority person differently than does the State (OMWBE). The County does not include, in its definition of Hispanic, persons of Portuguese or Spanish origin. The County recognizes as Hispanic only those persons "of Mexican, Puerto Rican, Cuban, or Central or South American culture or origin." Therefore, for purposes of King County contracts, Minority Business Enterprises and Combination Business Enterprises must be owned and controlled by a minority person or by minority persons as defined by King County Code, Chapter 4.18. However, in the case of any King County contract with Federal or State monies attached and requiring Disadvantaged Business Enterprise (DBE) participation, the State definition of minority will be utilized. Only those firms certified by the State Office of Minority and Women's Business Enterprises as DBE's shall be qualified to meet the DBE requirement.
- C. To determine whether a firm is in fact certified by the State OMWBE, a proposer shall contact the State OMWBE at (360) 753-9693.

### 4. MINORITY AND WOMEN BUSINESS ENTERPRISE SOLICITATION AND UTILIZATION PROCEDURES

- A. All proposers are encouraged to utilize MBE and WBE submittal procedures toward the end of maximizing the equitable utilization of MBEs and WBEs. Such utilization may be accomplished through prime or subconsulting, joint ventures, procurement of supplies or materials, or by such other methods as may be approved by King County's Minority and Women Business Enterprise and Contract Compliance Division.
- B. Joint Venture Method. A joint venture between a non-MBE/WBE and one or more MBEs and/or WBEs may be used to meet these requirements in whole or in part, if the MBE or WBE partner(s) is/are certified by the State OMWBE and the MBE or WBE partner(s) is/are responsible for a clearly defined portion of the work which is detailed separately from the work to be performed by the non-MBE/WBE joint venture partner. If the joint venture method will be used to meet these requirements, the joint venture partners shall submit a countersigned letter of intent to joint venture with the proposal. In addition, the proposal shall discuss the nature of the joint venture and the work to be performed by the certified firm on Attachment A to the Sworn Statement Regarding Minority and Women Business Enterprise Solicitation and Utilization Commitment.

In the event the proposal by the joint venture is the apparent successful firm, the joint venture shall submit, prior to contract award, a joint venture agreement signed by all partners. Such agreement shall identify the extent to which each joint venture partner shares in the ownership, control, management, risks and profits of the joint venture. The MBE and WBE partner's portion of the work shall be assigned a commercially reasonable dollar value if that portion is intended to meet the MBE or WBE participation requirements for this contract. The burden of persuasion shall be on the joint venture partners to demonstrate to the satisfaction of King County that the MBE and WBE partners will perform a commercially useful function, as defined herein, under the joint venture agreement. Any such joint venture will be subjected to the closest scrutiny by King County. Even though a proposed joint venture agreement may be consistent with legal principles of contracting and with usual industry practices, that, in and of itself, does not mean that King County will determine that the joint venture will satisfy the MBE and WBE requirements set forth herein.

- C. Subconsultant Method. The proposer may utilize MBEs and WBEs on the basis of competitive proposals and/or negotiated subcontracts. To demonstrate compliance with this method, the apparent successful firm may be required to submit, no later than the time of the negotiation conference, copies of executed letters of intent or executed negotiated subcontract agreements countersigned by the MBE or WBE. Such letters of intent or subcontract agreements shall set forth the work to be performed by the MBEs and WBEs and the dollar value of that work.

Affirmative efforts may be demonstrated as follows:

1. Describe the approach taken to separate elements or tasks into distinct services to facilitate M/WBE participation;
2. By contracting King County's Minority/Women's Business Division to explain the work to be subcontracted and to obtain a listing of certified businesses which are capable of performing such subconsultant work; and,
3. Providing documentation regarding the solicitation of proposals from certified businesses.

#### MINORITY AND WOMEN'S BUSINESS LIQUIDATED DAMAGES

The County in general, and the M/WB program in particular, are damaged when a contract, or a portion of a contract, to be performed by a Minority/Women's Business is not actually performed by a Minority/Women's Business in compliance with King County Code, Chapter 4.18. Because the actual amount of such damage is not reasonably calculable, the parties agree and stipulate that liquidated damages equal to the dollar value of the M/WB utilization lost to the County due to the violation, not to exceed 10% of the dollar value of the contract, shall be the amount required to compensate the County for resulting delays in carrying out the purpose of the program, the costs of meeting utilization goals through additional contracts, the administrative costs of investigation and enforcement and other damages and costs caused by the violation. The contractor shall be liable to the County for such liquidated damages in the event the contractor or subcontractor fails to perform a commercially useful function and/or operates as a broker, front, conduit or passthrough, as defined in King County Code, Chapter 4.18.

NAME OF OFFEROR: \_\_\_\_\_

**108294**

RFP No. 144-98RLD

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**LIST OF SUBCONTRACTORS  
PROPOSER'S DECLARATION OF MINORITY/WOMEN'S BUSINESS (M/WB) PARTICIPATION  
(Required for all solicitations)**

Pursuant to King County Code chapter 4.18, M/WB contractors/subcontractors/suppliers (or substitute M/WBs) listed on this form shall be used on this contract. This form must be submitted with the proposal. The sworn statement on the back of this form shall be completed by M/WBE prime proposers.

Prime Proposer/Joint Venture Partners: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Proposal No. \_\_\_\_\_

M/WB SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER #1 (INCLUDE COMPANY NAME, ADDRESS, PHONE NUMBER, OMWBE CERT. #	OWNERSHIP TYPE	WORK TO BE PERFORMED	\$AMOUNT OF PARTICIPATION IN DOLLARS (IF APPLICABLE)	% OF BASE BUDGET
	MBE _____ WBE _____			
M/WB SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER #2 (INCLUDE COMPANY NAME, ADDRESS, PHONE NUMBER, OMWBE CERT. #	OWNERSHIP TYPE	WORK TO BE PERFORMED	\$AMOUNT OF PARTICIPATION IN DOLLARS (IF APPLICABLE)	% OF BASE BUDGET
	MBE _____ WBE _____			
M/WB SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER #3 (INCLUDE COMPANY NAME, ADDRESS, PHONE NUMBER, OMWBE CERT. #	OWNERSHIP TYPE	WORK TO BE PERFORMED	\$AMOUNT OF PARTICIPATION IN DOLLARS (IF APPLICABLE)	% OF BASE BUDGET
	MBE _____ WBE _____			
M/WB SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER #4 (INCLUDE COMPANY NAME, ADDRESS, PHONE NUMBER, OMWBE CERT. #	OWNERSHIP TYPE	WORK TO BE PERFORMED	\$AMOUNT OF PARTICIPATION IN DOLLARS (IF APPLICABLE)	% OF BASE BUDGET
	MBE _____ WBE _____			
M/WB SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER #5 (INCLUDE COMPANY NAME, ADDRESS, PHONE NUMBER, OMWBE CERT. #	OWNERSHIP TYPE	WORK TO BE PERFORMED	\$AMOUNT OF PARTICIPATION IN DOLLARS (IF APPLICABLE)	% OF BASE BUDGET
	MBE _____ WBE _____			

If you have additional M/WBE subcontractors, please photocopy this form.

\* A minority/women's business is a business certified as a minority/women's business by the State of Washington Office of Minority and Women's Business Enterprises, recognized by King County as a M/WBE prior to the time the proposal is submitted, which has previously sought to do business within the geographic boundaries of King County, and which performs a commercially useful function (CUF). Minority and/or women owned firms participating as joint venture partners must include a written agreement signed by both the prime proposer and the M/WB joint venture partner(s). The joint venture agreement shall be executed, and subsequently evaluated in accordance with King County Code Chapter 4.18, Minority and Women's Business Enterprises:

Note: King County's definition of Hispanic is narrower than that of the State Office of M/WBE.

NAME OF OFFEROR: \_\_\_\_\_

**M/WBE PRIME PROPOSER ONLY**

\_\_\_\_\_, M/WB Prime Proposer certify that my company with company's own equipment, personnel, and resources, will accomplish a minimum of 25% of the work on this project.

M/WBE Prime Proposer: \_\_\_\_\_

Company Name

Printed Name of Signer: \_\_\_\_\_

Title

Authorized Signer: \_\_\_\_\_

Signature

SUBSCRIBED AND SWORN TO before me

his \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of

\_\_\_\_\_

MINORITY/WOMAN OWNED BUSINESS (M/WB) REGISTRATION FORM

Full Legal Name of Business \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone number (Area code First) \_\_\_\_\_

Bid/RFP # \_\_\_\_\_

The firm listed above \_\_\_ is \_\_\_ is not (check one) currently certified with the State of Washington Office of Minority and Women's Business Enterprises as a bona fide:

\_\_\_ Minority owned firm \_\_\_ Woman owned firm \_\_\_ combination Minority/Woman owned firm

The firm listed above \_\_\_ is \_\_\_ is not (check one) currently recognized by the King County M/WBE Contract Compliance Division as a:

\_\_\_ Minority owned firm \_\_\_ Woman owned firm \_\_\_ combination Minority/Woman owned firm

NOTE: King County Code 4.18 requires minority and women's businesses to have been certified by the State of Washington, to have been recognized by King County M/WBE Contract Compliance Division, and to have previously sought to do business within the geographic boundaries of King County before the time the bid/proposal is submitted to participate in King County's minority/women's business program.

OMWBE Certification # \_\_\_\_\_

Give a brief summary of the nature of your business \_\_\_\_\_

Has the firm listed above previously sought to do business with the geographic boundaries of King County?  
\_\_\_ Yes \_\_\_ No

How will your firm participate on this contract? (check one)

\_\_\_ Prime \_\_\_ Joint Venture Partner \_\_\_ Corporate Sponsored \_\_\_ Supplier \_\_\_ Subcontractor  
\_\_\_ % of Contract \_\_\_ Dealership

Ownership Category	Percentage of Ownership	Male	Female
African American	_____	___	___
Hispanic	_____	___	___
Asian American	_____	___	___
American Indian or Alaskan Native	_____	___	___
White Female	_____	___	___

Owner/Authorized Agent Signature \_\_\_\_\_

Date \_\_\_\_\_

**DECLARATION OF M/WBE STATUS**

In accordance with King County Code 4.18, in order to participate in King County's minority/women's business program, minority and women's businesses must be certified by the Washington State Office of Minority and Women's Business Enterprises, must be recognized by the King County M/WBE and Contract Compliance Division, and must have previously sought to do business within the geographic boundaries of King County prior to the time the bid or proposal is submitted.

\_\_\_\_\_, declare under the penalty of perjury under the laws of the State of Washington the following are true and correct:

- ▶ I am a resident of the State of \_\_\_\_\_ and am more than 18 years of age;
- ▶ I am certified by the Washington State Minority and Women's Business Enterprises and my certification number is \_\_\_\_\_;
- ▶ I am recognized by the King County M/WBE and Contract Compliance Division; and
- ▶ I have previously sought to do business within the geographic boundaries of King County, Washington.

I have read the foregoing and make this statement from my personal knowledge and am competent to testify thereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_  
Washington.

\_\_\_\_\_  
OWNER/AUTHORIZED AGENT NAME (PLEASE PRINT) TITLE (PLEASE PRINT)

\_\_\_\_\_  
FIRM NAME (PLEASE PRINT)

\_\_\_\_\_  
OWNER AUTHORIZED AGENT SIGNATURE

## SECTION VII - GENERAL CONTRACT REQUIREMENTS

## A. Changes

Either party may request changes in the scope of services and performing or reporting standards to be performed or provided herein. Proposal changes which are mutually agreed upon shall be incorporated by written amendment to the agreement by the King County Procurement Services Division.

## B. Termination Clauses:

## 1. Termination for Convenience

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Successful awardee. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Successful Awardee shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Successful Awardee shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Successful Awardee shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Successful Awardee has any property in its possession belonging to the County, the Successful Awardee will account for the same and dispose of it in the manner the County directs.

## 2. Termination for Default

In addition to termination for convenience, if the Successful Awardee does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Successful Awardee fails to perform in the manner called for in the contract, or if the Successful Awardee fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Successful Awardee setting forth the manner in which the Successful Awardee is in default and the effective date of termination; provided that the Successful Awardee shall have ten (10) calendar days to cure the default. The Successful Awardee will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default.

The termination of this contract shall in no way relieve the Successful Awardee from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

## 3. Termination for Non-Appropriation

This contract may be canceled at the end of the then current fiscal period for non-appropriation of funds by the King County Council. Such cancellation shall be upon thirty (30) days written notice to the Successful Awardee. King County's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection:

- a. The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and
- b. The Successful Awardee shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.



Funding under this contract beyond the current appropriation is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year.

#### C. Cancellation

King County reserves the right to terminate this contract at any time by five (5) days written notice to the contractor or to extend by contract amendment, agreed to by the contractor, the period of this contract.

#### D. Prime Contractor Responsibilities

The prime contractor will be required to assume responsibilities for all services offered in the proposal whether or not performed by the prime contractor. Further, the prime contractor will be the sole point of contact for King County with regard to contractual matters, including payment of any and all charges resulting from the contract. There will be no changes in the contract without approval of King County.

#### E. Non-Appropriation

King County may cancel the contract at the end of the then current fiscal period for non-appropriation of funds by the King County governing body. Such cancellation shall be upon 30 days written notice to the contractor. King County's fiscal period ends December 31 of each year.

### SECTION VIII - ADDITIONAL INFORMATION & REQUIREMENTS

#### A. Disclosure

King County Code 3.04.120 requires that anyone entering into a contract with a value of more than \$2,500 must file a disclosure statement with the Board of Ethics and the King County Executive.

The selected consultant agrees to the conditions of King County Code 3.04.120 and shall provide a Consultant Disclosure Form.

#### 3. Non-Discrimination

1. The selected contractor shall comply with the applicable requirements of King County Code 12.16 regarding Discrimination in Employment. Submittal of Affirmative Action forms is required for initial approval and at annual intervals.
2. Federal, State, and local laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended, requires that all recipients receiving federal monies be accessible to qualified/eligible persons with disabilities. All organizations and firms contracting with King County, except those providing tangible goods, must comply with Section 504 accessibility requirements.

#### Fair Employment Practices

During the performance of this contract, neither the contractor nor any party subcontracting under the authority of this contract shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. Failure to comply with this Chapter shall result in the Contractor being subject to the procedures and penalties set forth therein.

#### Minority and Woman's Business Participation

1. King County Code 4.18 is incorporated by reference into this contract and failure to comply with

NAME OF OFFEROR: \_\_\_\_\_

2. During the term of the contract, the contractor shall comply with, as to tasks and proportionate dollar amounts throughout the term of the contract, all plans made in their proposal for the use of Minority/Women's Businesses. In the absence of a waiver, Minority/Women's Businesses which for any reason no longer remain associated with the contract or the contractor shall be replaced with other certified Minority/Women's Businesses.
3. Any agreements between a contractor and a Minority/Women's Business in which the minority/women's business promises not to provide subcontracting quotations to other responding or potential responding parties are prohibited.

E. Indemnification and Hold Harmless:

1. In providing services under this Contract, the Contractor is an independent contractor, not an employee of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Contractor, its employees or others by reason of this Contract. The Contractor shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and losses whatsoever occurring or resulting from 1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Contractor of work, services, materials or supplies by agency employees or others in connection with the performance of this Contract.

2. The Contractor further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract.
3. The successful awardee shall protect, defend, indemnify, and hold the County, its agents, employees, officials, and officers harmless from, and shall process and defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the execution of, performance of, or failure to perform this Contract; PROVIDED, however, that if such claims are caused by or result from the concurrent negligence of the successful awardee, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this paragraph shall be valid and enforceable only to the extent of the negligence of the successful awardee, its agents, employees, and/or officers; and, PROVIDED FURTHER, that nothing in this paragraph shall require the successful awardee to indemnify, hold harmless, or defend the County, its agents, employees, and/or officers from any claims caused by or resulting from the sole negligence of the County, its agents, employees, and/or officers. The successful awardee's obligation under this paragraph shall include indemnification for claims made by the successful awardee's own employee or agents. For this purpose, the successful awardee, by mutual negotiation, hereby waives, with respect to the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 R.C.W. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this paragraph, and such fees, expenses, and costs shall be recoverable from the successful awardee.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

#### 5. Recycled/Recyclable Products

In accordance with King County Code 10.16, contractors are required to use recycled and recyclable products, and both sides of paper sheets for printed and photocopied materials, whenever practicable, in fulfilling contractual obligations to the County.

### SECTION IX - MAINTENANCE OF RECORDS

1. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract.
2. King County Contractors shall maintain relevant records and information necessary to document compliance with King County Code, Chapter 4.18, records that document the Contractor's utilization of minority and women's businesses in its overall public and private business activities. King County shall have the right to inspect these records.
3. These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

### SECTION X - AUDITS AND EVALUATION

1. The records and documents with respect to the Contractor's history of minority and women's business utilization and to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six (6) years after termination thereof.
2. The Contractor shall provide right of access to its facilities, including those of any subcontractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.
3. The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such valuation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.

**SECTION XI - EXHIBITS**

The following sample forms have been included herein for the proposer's information. The awarded contractor shall complete the forms and comply with these requirements prior to contract award. (DO NOT SUBMIT THEM WITH THE PROPOSAL.)

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. King County Code 3.04.120 and Consultant Disclosure Form
- D. King County Insurance Form
- E. ADA/504 Disability Assurance of Compliance and Corrective Action Plan

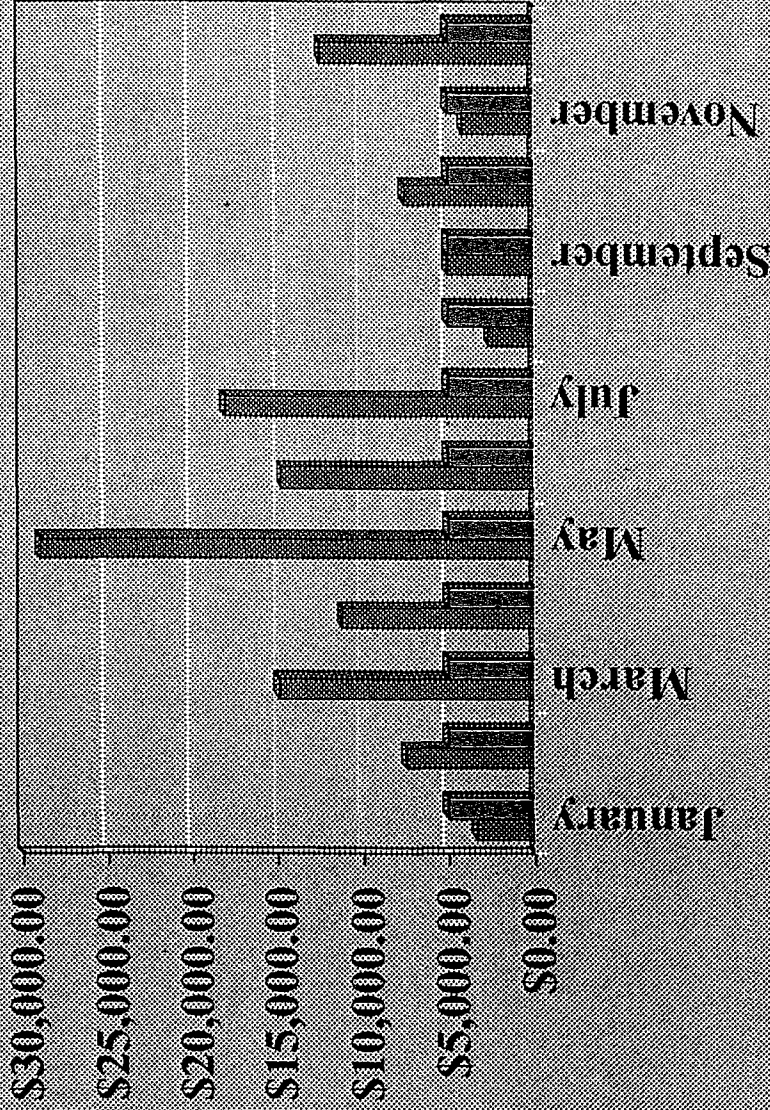
The proposer shall initial here that he/she has reviewed these forms and in the event of being selected as the contractor shall comply with these requirements.

Initialed: \_\_\_\_\_

Revised: 10/97

# The Ferguson Group

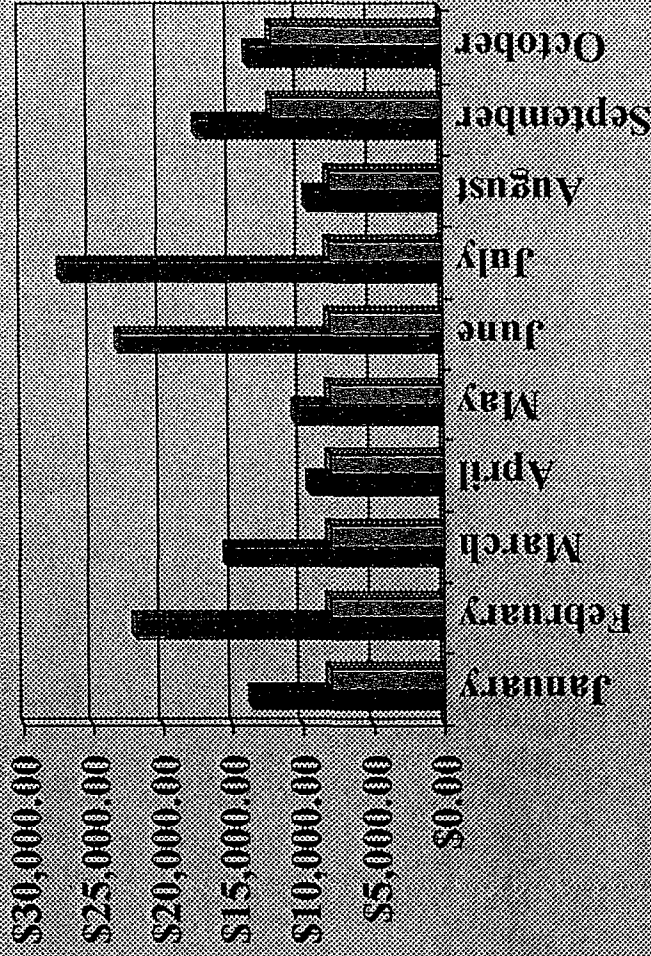
## ING COUNTY - 1997



10829

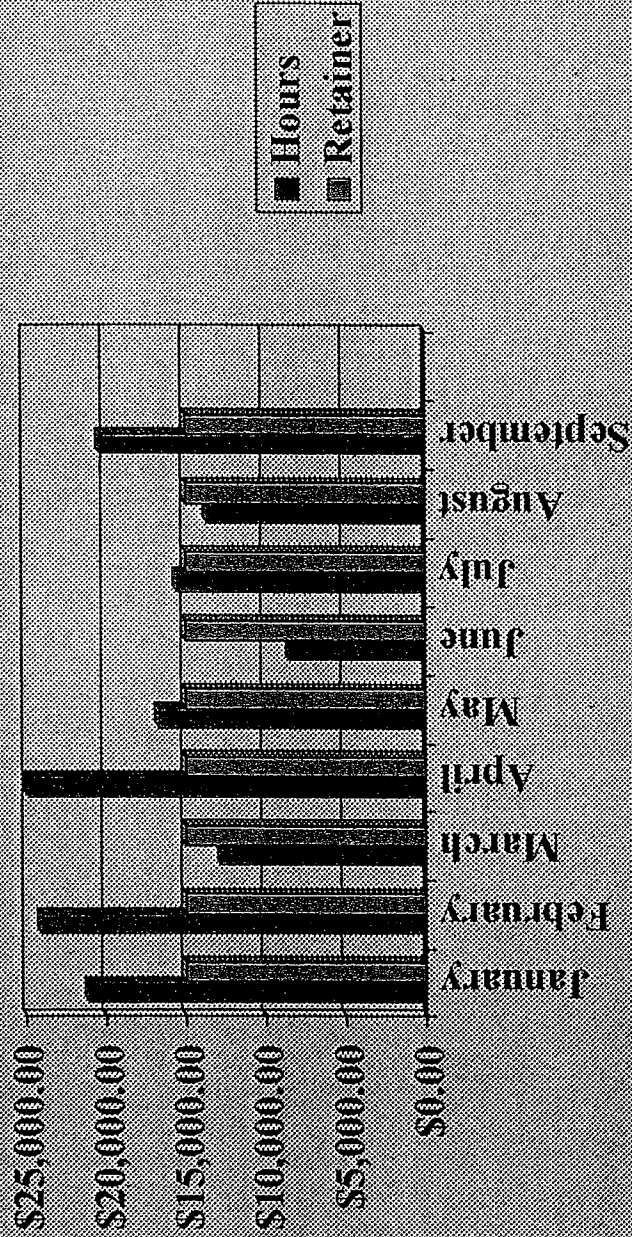
# The Ferguson Group

## KING COUNTY - 1998



# The Ferguson Group

## King County - 1999



108294

1997

PAID

\$ 65,000

WORKED

\$130,57

DIFFERENCE

-\$65,57

1998

PAID

\$112,00

WORKED

\$195,05

DIFFERENCE

-\$83,08

\*\*1999

PAID

\$135,00

WORKED

\$158,65

DIFFERENCE

-\$23,65



# THE FERGUSON GROUP, LLC

# 10829

1130 Connecticut Avenue, N.W. ♦ Suite 100 ♦ Washington, DC ♦ 20036  
Ph. (202) 331-8500 ♦ Fax (202) 331-1598

November 22, 1999

The Honorable Louise Miller  
Chair, Metropolitan King County Council  
King County Courthouse  
516 Third Avenue, Room 1200  
Seattle, WA 98104-3272

The Honorable Ron Sims  
King County Executive  
King County Courthouse  
516 Third Avenue, Room 400  
Seattle, WA 98104

Dear Councilmember Miller and Executive Sims:

I am writing to respectfully request that you exercise the contract option to renew the agreement for federal government relations services by The Ferguson Group on behalf of King County. Working together we have built a strong foundation for consistently securing impressive levels of federal funding, as well as influencing legislative policy, and I would appreciate the opportunity to continue this success for another year.

During the past three years, The Ferguson Group has developed and implemented, in cooperation with King County elected officials and staff, strategies on all lobbying efforts to move your federal agenda and action plan successfully. We, among other things, prepared briefing papers, letters and talking points for federal and local legislators, made countless phone calls to Capitol Hill and the federal agencies to promote King County, worked with national coalitions to promote policies beneficial to King County, and pursued additional funding opportunities through competitive grants. The Ferguson Group organized and arranged for meetings for King County elected officials and staff in Washington, D.C. with key decision makers, accompanied County representatives to these meetings, and ensured that follow-up was handled accordingly. We have also continuously provided verbal and written reports to keep the County attuned to the status of their agenda, as well as to new legislation and policies that would be of interest to the County. These are just a few of the wide range of services provided by The Ferguson Group that enable King County to maintain an aggressive federal presence.

As a direct result of your personal lobbying efforts and the persistence of your strong congressional delegation and their staff, King County has received in excess of \$65 million in federal funding over the three years The Ferguson Group has represented you.

185 +  
24

It is critical that we keep this momentum. There still remains a lot of work to be done to maintain decision makers familiarity with King County objectives and ensure successful consideration of your funding requests in the future.

The Ferguson Group is confident that we can continue providing King County with the best representation in Washington, D.C. We would greatly appreciate renewal with an increase in our retainer to cover the continuously growing workload. As you know, we have always operated at a loss and hope you will give that serious consideration when deciding on the payment terms of our agreement. We propose leaving reimbursable expenses at the current capped amount. As a policy, you have our guarantee to continue operating as efficiently as possible in an effort to keep expenses low and avoid reaching the cap.

On behalf of The Ferguson Group, I want to thank you for the opportunity to represent King County and assure you that we remain committed to always successfully meeting your federal goals and objectives.

Sincerely,



Leslie C. Waters  
Partner

cc: **The Honorable Pete von Reichbauer, Legislative Steering Committee, Chair**  
**The Honorable Chris Vance, Legislative Steering Committee, Co-Chair**  
**Chuck Williams, Government Affairs Director**  
**Tim Hatley, Senior Policy Advisor**  
**Marcia Isenberg, Council Administrator**

**CONTRACT AMENDMENT****108294**

PROJECT NAME Federal Lobbyist CONTRACT NO. T00733T  
 AGENCY/CONTRACTOR The Ferguson Group DATE ENTERED January 1, 1999  
1130 Connecticut Ave, NW AMENDMENT NO. 1  
 ADDRESS Washington, D.C. 20036 DATE ENTERED December 7, 1999

**AMENDMENT REQUESTED BY**

Council  
Organization

Chuck Williams  
Name

**AMENDMENT EFFECTS**

- |  |   |
|--|---|
| <input type="checkbox"/> Scope of Services       | <input type="checkbox"/> Method of Payment  |
| <input type="checkbox"/> Time of Performance     | <input type="checkbox"/> Reliance           |
| <input checked="" type="checkbox"/> Compensation | <input type="checkbox"/> Terms & Conditions |
| <input type="checkbox"/> Results of Services     | <input type="checkbox"/>                    |

**Contract Amendment**

Consulting Services @ \$17,000 per month	\$204,000
Reimbursable Expenses Annual	<u>21,000</u>
Amendment 2 Total	\$225,000

**Contract Summary**

Original Contract	\$185,000
Original Expenses	21,000
Amendment 1	<u>225,000</u>
Contract Total	\$426,000

**ACKNOWLEDGEMENT & ACCEPTANCE**  
 AGENCY/CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

WITNESS HEREOF, The parties hereto  
 have caused this amendment to be executed  
 and instituted on the date first above written.

1950

1950

# CONTRACT AMENDMENT

# 10829

PROJECT NAME Federal Lobbyist CONTRACT NO. T00733T  
 AGENCY/CONTRACTOR The Ferguson Group DATE ENTERED January 1, 1999  
1130 Connecticut Ave, NW AMENDMENT NO. 1  
 ADDRESS Washington, D.C. 20036 DATE ENTERED December 7, 1999

AMENDMENT REQUESTED BY
<u>Council</u>
<u>Organization</u>
<u>Chuck Williams</u>
<u>Name</u>

AMENDMENT EFFECTS	
<input type="checkbox"/> Scope of Services	<input type="checkbox"/> Method of Payment
<input type="checkbox"/> Time of Performance	<input type="checkbox"/> Reliance
<input checked="" type="checkbox"/> Compensation	<input type="checkbox"/> Terms & Conditions
<input type="checkbox"/> Results of Services	<input type="checkbox"/>

Contract Amendment	
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ACKNOWLEDGEMENT & ACCEPTANCE	
AGENCY/CONTRACTOR	
By	_____
Title	_____
Date	_____

WITNESS HEREOF, The parties hereto have caused this amendment to be executed and instituted on the date first above written.

