



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 23, 2000

Motion 10946

Proposed No. 2000-0290.1

Sponsors Pelz

1 A MOTION authorizing the chair of the council to extend
2 the current contract with The Advocacy Group for services
3 to represent the county during the 2000 Washington state
4 legislative interim and the 2001 legislative session.

5
6 WHEREAS, the county is a subdivision of the state of Washington, and

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

9 WHEREAS, legislation which has been signed into law during the 2000
10 Washington state legislative session will impact the county's services, operations and
11 finances, and

12 WHEREAS, it is important the county uses the 2000 legislative interim to build
13 on legislative gains made during the 2000 Washington state legislative session and look
14 ahead to next year's legislative session, and

15 WHEREAS, The Advocacy Group, which the council selected to represent the
16 county during the 1999 and 2000 Washington state legislative sessions, exceeded the
17 performance criteria stated in the contract, and was a big factor in the success King

18 County had throughout the 1999 and 2000 Washington state legislative sessions, and

19 WHEREAS, the metropolitan King County council has the authority to renew the
20 contract with a legislative consultant annually for an additional one year;

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

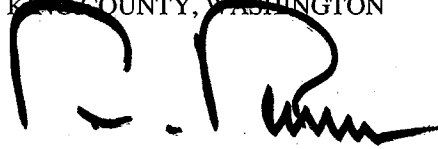
22 The chair of the metropolitan King County Council is authorized to extend the
23 contract of The Advocacy Group, through May 31, 2001. The contract extension
24 compensation shall not exceed fifty-six thousand dollars and the total compensation over
25 the three-year life of the contract shall not exceed one hundred forty-two thousand
26 dollars.

27

Motion 10946 was introduced on 5/8/00 and passed by the Metropolitan King County Council on 5/22/00, by the following vote:

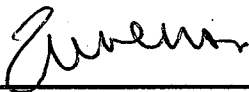
Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna,
Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague and Mr. Vance
No: 0
Excused: 1 - Mr. Irons

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Contract Amendment, Original Contract



**DOCUMENT TRACKING SYSTEM ROUTING FORM
CONTRACT AMENDMENT/CHANGE ORDER**

CONTRACT NO. T00692T CONTACT PERSON CHUCK WILLIAMS PHONE 296-0367

KING COUNTY AGENCY
COUNCIL

Have waivers been granted for this amendment?
Yes* No
*waiver must accompany this contract

CONTRACTOR
THE ADVOCACY GROUP

AMENDMENT #/CHANGE ORDER
03

START DATE
06/01/2000
M-D-YR

END DATE
05/31/2001
M-D-YR

AMOUNT
This Action \$ 56,000
Orig. Amount \$ 30,000
Total Amount #2 \$ 56,000
TOTAL: \$142,000

AMENDMENT/CHANGE ORDER CHANGES (Check all applicable).

- Scope of Services
- Results of Services
- Terms & Conditions
- Time of Performance
- Method of Payment
- Compensation
- Other:

AMENDMENT/CHANGE ORDER DESCRIPTION

Extend lobbying services at the state legislature through the interim period to prepare for the 2001 legislative session. Compensation rate the same as the previous year.

RUSH/WALKTHROUGH (Complete only when rush status is required)

Explanation:

_____ Council Administrator Signature _____ M-D-YR

APPROVAL RECORD

NA	Date Rec'd	Reviewing Agency	Approved By	Date Sent
_____	____/____/____	Council Administrator Review	_____	____/____/____
_____	____/____/____	MWBE & CC	_____	____/____/____
_____	____/____/____	Risk Manager	_____	____/____/____
_____	____/____/____	Council Legal Counsel	_____	____/____/____
	M D YR			M D YR

CONSULTANT AGREEMENT

WHEREAS, King County has an existing contract numbered T00692T, with The Advocacy Group, 7360 California Avenue SW Seattle, WA 98136, to provide professional services for monitoring the activities of the state legislature on behalf of King County and to advocate for King County on particular issues; and

WHEREAS, extra services are required in the above referenced contract; and

WHEREAS, the contract requires that Consultant's compensation not exceed eighty-six thousand dollars, (\$86,000);

NOW THEREFORE, it is agreed between King County and The Advocacy Group that Contract No. T00692T be amended as follows:

SERVICES

The Consultant's Scope of Work shall be amended to include Extra Services as follows:

Professional services during the 2000 Legislative Interim period to prepare for the 2001 Washington Legislative Session and representation during the 2001 Washington Legislative Session.

COMPENSATION

The fee for Consultant compensation is increased fifty-six thousand dollars, (\$56,000), to a total fee not to exceed one hundred forty-two thousand dollars, (\$142,000), on a basis as contained in the original Consultant Agreement.

TERM

The term of this Contract is extended by one year for the period June 1, 2000 – May 31, 2001.

All other conditions of the original Contract are to remain in force.

IN WITNESS THEREOF, the parties hereto have accepted this Amendment No. 03 this 15th day of May, 2000.

OWNER:

CONSULTANT:

KING COUNTY, WASHINGTON
KING COUNTY COUNCIL

THE ADVOCACY GROUP

BY: _____ for
Peter von Reichbauer, Council Chair

BY:  _____

DATE: _____

DATE: 7/19 2000

10946



DOCUMENT TRACKING SYSTEM ROUTING FORM
CONTRACT AMENDMENT/CHANGE ORDER

CONTRACT NO.

T.00692T

CONTACT PERSON

Chuck Williams

PHONE

296-0367

KING COUNTY AGENCY

King County Council

Have waivers been granted for this amendment?

Yes* No

*waiver must accompany this contract

CONTRACTOR

The Advocacy Group

AMENDMENT #/CHANGE ORDER

02

START DATE

12/15/98
M-D-YR

END DATE

5/31/2000
M-D-YR

AMOUNT

This Action	\$54,000
Orig. Amount	\$30,000
Total Amount	\$86,000

AMENDMENT/CHANGE ORDER CHANGES (Check all applicable).

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

AMENDMENT/CHANGE ORDER DESCRIPTION

Extend lobbying services provided by the Advocacy Group at the state legislature through the interim period to prepare for the 2000 legislative session. Rate of \$4000 during interim period and \$5,000/mo. during the session remains unchanged.

RUSH/WALKTHROUGH (Complete only when rush status is required)

Explanation:

_____ Council Administrator Signature _____ M-D-YR

APPROVAL RECORD

NA	Date Rec'd	Reviewing Agency	Approved By	Date Sent
	/ /	Council Administrator Review	<i>Mara Isen</i>	5/14/99
	/ /	MWBE & CC	Please see Attachment 2	/ /
	/ /	Risk Manager	Please see Attachment 1	/ /
	/ /	Council Legal Counsel	<i>J.P. King</i>	5/17/99
	M D YR			M D YR

CONTRACT NO. T00692T, DATED 12/15/98

CONSULTANT AGREEMENT

WHEREAS, King County has an existing contract numbered T00692T, with The Advocacy Group, 7360 California Avenue SW Seattle, WA 98136, to provide professional services for monitoring the activities of the state legislature on behalf of King County and to advocate for King County on particular issues; and

WHEREAS, extra services are required in the above referenced contract; and

WHEREAS, the contract requires that Consultant's compensation not exceed thirty thousand dollars, (\$30,000);

NOW THEREFORE, it is agreed between King County and The Advocacy Group that Contract No. T00692T be amended as follows:

SERVICES

The Consultant's Scope of Work shall be amended to include Extra Services as follows:

Professional services during the 1999 Legislative Interim period to prepare for the 2000 Washington Legislative Session and representation during the 2000 Washington Legislative Session.

COMPENSATION

The fee for Consultant compensation is increased fifty-six thousand dollars, (\$56,000), to a total fee not to exceed eighty-six thousand dollars, (\$86,000), on a basis as contained in the original Consultant Agreement.

TERM

The term of this Contract is extended by twelve months.

All other conditions of the original Contract are to remain in force.

IN WITNESS THEREOF, the parties hereto have accepted this Amendment No. T00692T this 26 day of May, 1999.

OWNER:

CONSULTANT:

KING COUNTY, WASHINGTON
KING COUNTY COUNCIL

The Advocacy Group

BY: Louise Miller for
Council Chair

BY: [Signature] for The Advocacy Group

DATE: May 26, 1999

DATE: 25 May 1999

10946



DOCUMENT TRACKING SYSTEM ROUTING FORM
CONTRACT (NON-CONSTRUCTION)

RECEIVED
DEC 11 1998
MWBE OFFICE

CONTRACT NO.

T00692T

KING COUNTY AGENCY

King County Council

CONTACT PERSON

Chuck Williams

PHONE

296-0367

CONTRACTOR

The Advocacy Group

\$ AMOUNT

\$ 30,000

START DATE

12/15/1998
M-D-YR

END DATE

5/31/1999
M-D-YR

CONTRACT DESCRIPTION

To monitor the activities of the 1999 state legislature on behalf of King County. And to advocate for King County on particular issues.

Have waivers been granted for this contract?

Yes* No

*waiver must accompany this contract

M/WB STATUS

% Preference

% Set-Aside

RUSH/WALKTHROUGH (Complete only when rush status is required)

Explanation:

Council Administrator Signature

M-D-YR

APPROVAL RECORD

NA	Date Rec'd	Reviewing Agency	Approved By	Date Sent
_____	12/10/98	Council Administrator Review	<i>[Signature]</i>	12/10/98
_____	12/11/98	OCRC	<i>[Signature]</i>	12/11/98
_____	12/14/98	Risk Management	<i>[Signature]</i>	12/14/98
_____	12/15/98	Council Legal Counsel	<i>[Signature]</i>	1/1/99
	M D YR			M D YR

CONTRACT NO.	T00692T	DEPARTMENT	Council
FEDERAL TAXPAYER I.D.		CONSULTANT	Advocacy Group
SERVICES PROVIDED			
AMOUNT \$	\$30,000	FUND SOURCE	Current Expense
DURATION	December 15, 1998	TO	May 31, 1999

CONTRACT FOR NON-PROFESSIONAL/TECHNICAL CONSULTANT SERVICES - 1998

THIS CONTRACT is entered into by KING COUNTY (the "County"), and The Advocacy Group, whose address is 7360 California Avenue SW Seattle WA 98136. The County is undertaking certain activities related to Growth Management, Threatened and Endangered Species Act, Water and Sewer being considered by the state legislature, 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"/> <u>Scope of Services</u>	Attached hereto as Exhibit	<u>A</u>
<input type="checkbox"/> <u>RFP No.</u>	Attached hereto as Exhibit	<u>B</u>
<input type="checkbox"/> <u>Response to RFP</u>	Attached hereto as Exhibit	<u>C</u>
<input type="checkbox"/> <u>Consultant Disclosure Form (K.C.C. 3.04)</u>	Attached hereto as Exhibit	<u>D</u>
<input type="checkbox"/> <u>Personnel Inventory Report (K.C.C. 12.16)</u>	Attached hereto as Exhibit	<u>E</u>
<input type="checkbox"/> <u>Affidavit of Compliance (K.C.C. 12.16)</u>	Attached hereto as Exhibit	<u>F</u>
<input type="checkbox"/> <u>Disability Assurance of Compliance/Section 504</u>	Attached hereto as Exhibit	<u>G</u>
<input type="checkbox"/> _____	Attached hereto as Exhibit	
<input type="checkbox"/> <u>Minority/Women's Business (K.C.C. 4.18)</u>	Attached hereto as Exhibit	<u>N/A</u>
<input type="checkbox"/> <u>Certificate(s) of Insurance</u>	Attached hereto as Exhibit	<u>N/A</u>
<input type="checkbox"/> <u>General Provisions</u>	Attached hereto as Exhibit	<u>N/A</u>
<input type="checkbox"/> <u>Waiver (M/WBE)</u>	Attached hereto as Exhibit	<u>H</u>
<input type="checkbox"/> <u>Waiver (Insurance)</u>	Attached hereto as Exhibit	<u>I</u>

II. DURATION OF CONTRACT

This Contract shall commence on the 15th day of December 1998 and shall terminate on the 31st day of May 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 \$ 30,000, payable in the following manner:

\$4,000 for the month of December, 1998; \$5,000 for the months of January through April, and \$4,000 in the month May, in the year 1999, and an additional \$2,000 for authorized expenses. 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

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)

01001

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: \$ N/A combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$ N/A 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

01001

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;

01001

- 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. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

King County Code Chapter 4.18 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. Failure to meet the M/WBE utilization goals may subject the Consultant to monetary penalties and/or other penalties as set forth in KCC 4.18.

During the term of this Contract, the Consultant shall:

- A. Comply, as to tasks and proportionate dollar amount throughout the term of this Contract, with minority/women's business utilization requirements specified in the County's request for proposal and identified in this Contract.
- B. Request approval for any proposed substitution of minority/women's business enterprises. King County's M/WBE and Contract Compliance Division may approve the substitution of a certified minority/women's business when:
 1. The minority/women's business cannot perform the necessary tasks; or
 2. The minority/women's business is unwilling to perform the necessary tasks.

- C. Comply with the original committed percentage use of minority business enterprises and/or women's business enterprises whenever Contract supplements, amendments or change orders are made which affect the total dollar value of this Contract.
- D. Not engage in Contracts between a responding party and a minority business enterprise and/or women's business enterprise in which said minority and/or women's business enterprise promises not to provide subcontracting quotations to other responding or potential responding parties.
- E. Meet the goals of this commitment for contracting with minority/women's business enterprises. Any minority/women's business enterprises associated with this Contract must be certified by the State Office of Minority and Women's Business Enterprise (OMWBE), recognized by King County, and have signed a declaration verifying that it has been previously sought to do business within the geographic boundaries of King County prior to the time the bid or proposal is submitted. Recognition by the County of certified M/WBEs is contingent on the M/WBE:
1. meeting the definition of a minority firm as now and hereinafter defined at KCC 4.18.010(U). (Note: for the purpose of recognition, the County's definition of Hispanic is narrower than that of OMWBE. Bidders are charged with the knowledge of the KCC 4.18 et. seq.); and
 2. performing a commercially useful function as now and hereinafter defined in KCC 4.18.010(H). The determination of whether a M/WBE bidder (proposer) or proposed M/WBE for utilization on this Contract satisfies the County's recognition requirements shall be made by the County's M/WBE and Contract Compliance Division.

Goals for this Contract and any subsequent supplements, changes, or amendments to it are 0 % for minority business enterprises and 0 % for women's business enterprises or a combined M/WBE goal of 0 %.

- F. Minority/Women's Business Enterprises (M/WBE) Liquidated Damages: The County in general, and the M/WBE program in particular, are damaged when an Contract, or portion of an Contract, to be performed by a minority/women's business enterprise is not actually performed by a minority/women's business enterprise 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 utilization lost to the County due to the violation (not to exceed 10% of the total 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.

G. Maintain relevant records and information necessary to document compliance with King County Code, Chapter 4.18, and the Consultant's utilization of minority and women's business in its overall public and private business activities, and shall include the right of the County to inspect such record.

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

CONSULTANT:

[Signature]
Signature

Louise Miller
Name (Please type or print)

Regina M. LaBelle
Name (Please type or print)

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

owner, The Advocacy Group
Title (Please type or print)

December 15, 1998
Date

December 1998
Date

ATTEST:

[Signature]
Marcia Isenberg
Council Administrator

APPROVED AS TO FORM:

[Signature]
James Brewer or Jeffery M. Slayton
Legal Council

01001

Exhibit A

INTRODUCTION

The King County Council, in conjunction with the Executive's office directs the government relations advocacy program through the Legislative Steering Committee process. The Government Relations advocacy program is charged with monitoring, tracking, and advocating the breadth of King County issues. In keeping with this policy, the King County Council, consisting of thirteen members, and the King County Executive are requesting state government relations consultant proposals for 1998 - 1999. This contract may be renewed annually for an additional two years. During the term of this contract, King County will modify the scope of services to reflect changing and emerging issues.

I. SCOPE OF SERVICES

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

A. Advocacy Services

- The consultant will work with the Legislative Steering Committee and county staff to develop a state 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 delegation.
- Maintain regular contact with King County's state delegation, legislative leadership, key legislative committees, and the executive branch involved in the development of legislation, pertaining to operation of the county.

Issues Covered by Advocacy

- Growth Management
- Threatened and Endangered Species Act
- Water/Sewer

B. Monitoring and Reporting Services

- Monitor actions by the state legislature and the executive branch on all issues of concern to the county. Attend meetings of public interest groups and state organizations regarding topics of interest to King County.
- Provide status reports to the Director of Government Relations and the Legislative Steering Committee on relevant issues and prepare memoranda and other information as requested by the County.

Issues Covered by Monitoring and Reporting

- Criminal Justice
- Growth Management
- Human Services and Public Health
- Threatened and Endangered Species Act
- Transportation/Transit
- Water/Sewer

II. REPORTING STRUCTURE

Consultant services will be supervised by the Director of Government Relations and King County Legislative Steering Committee, which consists of five Councilmembers and the King County Executive. All correspondence should be mailed or faxed:

Billing & Reporting

Metropolitan King County Council
King County Courthouse, MS 12C
516 Third Ave., Room 1200
Seattle, WA 98104-3272
(206) 296-1000
(206) 296-0198 - FAX

Reporting

King County Executive
King County Courthouse, MS 4CX
516 Third Avenue
Seattle, WA 98104-3272
(206) 296-4040
(206) 296-0194 FAX

III. FEES AND EXPENSES

The services outlined in this contract will be provided for a fee of \$4,000 for the month of December, 1998, \$5,000 for the months of January through April, and \$4,000 in the month of May, in the year of 1999. An additional \$2000 will be authorized for expenses.

Invoices shall be sent to King County by the consultant by the fifth day of each month for fees and expenses relating to the preceding month.

IV. PROPOSALS

Proposals should be submitted in the form of a cover letter, brief proposal describing an action plan, resume of lead staff and associate members, if any, assigned to King County's legislative program. Interviews will be held with the highest rated candidate(s).

Contents of Proposal: Proposals shall contain the following information

- Verification that as a consultant you have knowledge in the areas of Criminal Justice and Growth Management.
- Demonstrate experience as an advocate for Criminal Justice and Growth Management issues.
- Listing of three references for whom you have performed similar services for within the last three years including names and phone numbers.
- A client list from 1995 - 98

V. EVALUATION CRITERIA

Proposals will be ranked according to the following criteria:

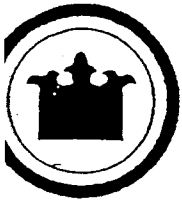
- Proposed action plan for development/implementation of the county's legislative agenda (25 points)
- Demonstrated working relationship with King County's State legislative delegation, and leadership (25 points)
- Extent of experience advocating local government issues before the state, including past record of achieving legislative programs/issues for clients (25 points)
- Interview with the Legislative Steering Committee (25 points)

Responses must be received no later than 12pm Wednesday Nov. 4th, 1998.

REQUEST FOR PROPOSAL

Exhibit B

10946



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: 145-98RLD		
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>RD</i>
REQUISITION: 102816		

ISSUED: October 20, 1998

STATE 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 State 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.

Submission: 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 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

NAME OF OFFEROR/CONTRACTOR (PRINT OR TYPE) <i>Regina LaBelle / Michael Temple / Russell Lehman</i>			NAME OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE) <i>Regina LaBelle</i>		
ADDRESS <i>360 California Ave, SW</i>			TITLE <i>sole proprietor, The Advocacy Group</i>		
CITY <i>Seattle</i>	STATE <i>WA</i>	ZIP <i>98136</i>	SIGNATURE <i>[Signature]</i>		
PHONE NUMBER		FAX NUMBER			

24

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.
- B. 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.
- C. King County strongly encourages minority and women owned firms and community based organizations to submit proposals.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- I. 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.
- J. King County is not liable for any cost incurred by the proposer prior to issuing the contract.

NAME OF OFFEROR: _____

LaBelle

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

84001

SECTION II - PROJECT BACKGROUND AND SCOPE OF WORK

INTRODUCTION

The King County Council, in conjunction with the Executive's office, directs the government relations advocacy program through the Legislative Steering Committee process. The Government Relations advocacy program is charged with monitoring, tracking, and advocating the breadth of King County issues. In keeping with this policy, the King County Council, consisting of thirteen members, and the King County Executive are requesting state government relations consultant proposals for 1998 - 1999. This contract may be renewed annually for an additional two years at the County's option. During the term of this contract, King County will modify the scope of services to reflect changing and emerging issues.

SCOPE OF SERVICES

Services performed by the consultant would allow King County officials to keep abreast of developments on a broad range of issues being considered by the state legislature. On a selected group of issues, the consultant would provide more in-depth services which would include advocacy on the County's behalf. A list of the issues on which the consultant would provide advocacy, monitoring and reporting services is included as a part of the scope of services. The consultant would provide the following services:

1. Advocacy Services

- ▶ The consultant will work with the Legislative Steering Committee and County staff to develop a state 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 delegation.
- ▶ Maintain regular contact with King County's state delegation, legislative leadership, key legislative committees, and the executive branch involved in the development of legislation, pertaining to operation of the County.

Issues covered by Advocacy

- ▶ Growth Management
- ▶ Threatened and Endangered Species Act
- ▶ Water/Sewer

2. Monitoring and Reporting Services

- ▶ Monitor actions by the state legislature and the executive branch on all issues of concern to the County. Attend meetings of public interest groups and state organizations regarding topics of interest to King County.
- ▶ Provide status reports to the Director of Government Relations and the Legislative Steering Committee on relevant issues and prepare memoranda and other information as requested by the County.

Issues covered by Monitoring and Reporting

- ▶ Criminal Justice
- ▶ Growth Management
- ▶ Human Services and Public Health
- ▶ Threatened and Endangered Species
- ▶ Transportation/Transit
- ▶ Water/Sewer

C. REPORTING STRUCTURE

Consultant services will be supervised by the Director of Government Relations and King County Legislative Steering Committee, which consists of five Councilmembers and the King County Executive. All correspondence should be mailed or faxed:

Billing & Reporting

Metropolitan King County Council
King County Courthouse, MS 12C
516 Third Avenue, Room 1200
Seattle, WA 98104-3272
(206) 296-1000
(206) 296-0198 - FAX

Reporting

King County Executive
King County Courthouse, MS 4CX
516 Third Avenue, Room 400
Seattle, WA 98104-3272
(206) 296-4040
(206) 296-1094 - FAX

D. FEES AND EXPENSES

The services outlined in the RFP (and subsequent contract) will be provided for a fee of \$4,000 for the month of October, November and December, 1998; \$5,000 for the months of January through April, and \$4,000 in the month of May, in the year of 1999. An additional \$2,000 will be authorized for expenses.

Invoices shall be sent to the King County by the consultant by the fifth day of each month for fees and expenses relating to the preceding month.

PROPOSALS

Proposals should be submitted in the form of a cover letter, brief proposal describing an action plan, resume of lead staff and associate members, if any, assigned to King County's legislative program. Interviews will be held with the highest rated candidate(s).

Contents of Proposal: Proposals shall contain the following information:

- ▶ Verification that, as a consultant, you have knowledge in the areas of Criminal Justice and Growth Management.
- ▶ Demonstrate experience as an advocate for Criminal Justice and Growth Management issues.
- ▶ Listing of three references for whom you have performed similar services for within the last three years, including names and phone numbers.
- ▶ A client list from 1995 - 1998.

NAME OF OFFEROR: _____

LaBelle

RFP No. 145-93RLD

Page 6

F. EVALUATION CRITERIA

Proposals will be ranked according to the following criteria:

- ▶ Proposed action plan for development/implementation of the County's legislative agenda (25 points)
- ▶ Demonstrated working relationship with King County's State legislative delegation, and leadership (25 points)
- ▶ Extent of experience advocating local government issues before the state, including past record of achieving legislative programs/issues for clients (25 points)
- ▶ Interview with the Legislative Steering Committee (25 points)

RESPONSES MUST BE RECEIVED NO LATER THAN 2:00 P.M., FRIDAY, NOVEMBER 6, 1998.

10946

SECTION III - 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 in this RFP.

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.

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 12 and the Declaration of MWB Status, page 13. 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

41)

- 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.

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.

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

NAME OF OFFEROR:

W. Belle

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/Womens' 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: _____

LaBelle

RFP No. 145-98RLD

Page 10

**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: *413*

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

NAME OF OFFEROR: La Belle

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

DESCRIBED AND SWORN TO before me
on _____ day of _____ 19____

Notary Public in and for the State of _____

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

Legal Name of Business _____

Street Address _____

City _____ State _____ Zip _____

Telephone number (Area code First) _____

RFP # _____

Is 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

Is 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 proposal is submitted to participate in King County's minority/women's business program.

WBE Certification # _____

Provide 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 ___

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	_____	_____	_____
Native American	_____	_____	_____
American Indian or Alaska Native	_____	_____	_____
Other Female	_____	_____	_____

4/5
Offerer/Authorized Agent Signature _____ Date _____

NAME OF OFFEROR: La Belle

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 justify 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 IV - 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

NAME OF OFFEROR: La Belle

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.

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.

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.

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 V - ADDITIONAL INFORMATION & REQUIREMENTS

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.

Non-Discrimination

- 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.
- 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

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.

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 employees 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.

NAME OF OFFEROR: _____

LaBelle

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.

F. 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 VI - 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 VII - AUDITS AND EVALUATION

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.

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.

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.

01601

LaBelle

NAME OF OFFEROR: _____

RFP No. 145-98RLD


Page 18

SECTION VIII - 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

November 6, 1998

King County Procurement Services Division
620 K.C. Admin. Building
500-4th Avenue
Seattle WA 98104

Dear Madam/Sir:

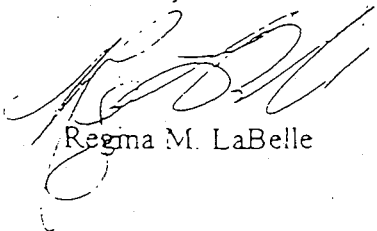
With the vast amount of issues facing the state legislature this year, it is imperative that King County have consultants with a knowledge of the system, the legislators, and the competing interests at play in Olympia. We have put together a team of professionals who know the issues and the system and can effectively communicate King County's priorities to the legislature.

Enclosed is a brief legislative action plan along with our resumes. The three individuals making the proposal, Regina LaBelle, Michael Temple, and Russell Lehman are all lawyers. Michael Temple and Regina LaBelle have worked for the Washington State Trial Lawyers and been involved in criminal justice issues that have arisen in the state legislature. Russell Lehman has extensive expertise in natural resource issues and was a policy adviser to Governor Mike Lowry.

Regina LaBelle and Michael Temple will be the main lobbyists for this project. Russell Lehman will work with us on water/sewer and growth management issues.

You may reach Regina LaBelle at 206-938-4481 or Michael Temple at 360-951-0006. We look forward to speaking with you in more detail about our proposal.

Sincerely,



Regina M. LaBelle

Proposal for Legislative Services

I. Action Plan

Overview

With the change in the make up of the Washington State Senate and House of Representatives, we can expect a slight reordering of priorities in Olympia. However, with the passage of Referendum 49, there will be fewer dollars available for additional programs and current programs will likely be shortchanged. The Governor has already indicated this in his initial budget outlook. Given this backdrop, King County needs a team of effective advocates to identify legislative priorities and quickly put together a strategy to reach these priorities.

Communicating the County's Priorities:

The county's priorities should be communicated to:

- Legislative leadership in both the House and Senate
- The Governor's Office
- Committee leadership on key committees
- Members of the King County delegation
- Allied groups

The first step in any successful legislative strategy is ensuring that allies and legislative leadership know what is important to you. Once the county's legislative priorities are formulated, we will share these priorities with the leadership of both the House and the Senate.

Then, we will meet with the Governor's office as well as key committee leadership for criminal justice and natural resource issues.

There are several new members of the King County delegation who lack seniority, however, they have the potential to become important advocates for the county. Some of the new members of the King County delegation are Representative Laura Ruderman (D-45), Rep. Ruth Kagi (D-32), Rep. Schual-Burke (D-33), Rep. Mark Miloscia (D-30), and Senator Eide (D-30). By providing these new members with information before and during the legislative session, they will be more likely to view the county lobbyists as a resource for information about county issues. We understand, however, that we cannot rely solely on the King County delegation for support and we will also identify other potential allies from the rest of the state.

Also, during this time, we will identify potential problems with county proposals and identify potential champions for specific issues.

Identifying Ally and Opposition Groups

Once the legislative groundwork is laid with key legislators and the Governor, we will identify potential allies and opponents of the county's priority legislation. We will then communicate regularly with them and identify how they can assist in pursuing the county's agenda.

In addition to allies, we must also identify opponents of the county's legislative agenda and look for opportunities to neutralize their opposition. Opposition can be blunted before any legislation is introduced by asking potential opponents to review language and offer suggestions for changes. Where this is not possible, we will learn the opponent's arguments and have ready responses.

II. Conclusion

Successful legislative outcomes depend upon open communication, an understanding of the legislative process and political realities. As experienced professionals in legislative relations, we can be counted on to communicate the county's legislative priorities and achieve the desired results. We look forward to the opportunity to work with the county and represent it during this important moment in King County's history

Client List
1995-98

Bicycle Alliance of Washington
Squaxin Tribe
Washington State Trial Lawyers Association

References

Larry Shannon, Government Affairs Director
WSTLA
360-786-9100

Dean Foster, former Chief Clerk, House of Representatives; former Democratic Staff
Director, Washington State Senate, former Chief of Staff, Governor Booth Gardner
360-943-6828

Robert Whitener, Executive Director,
Squaxin Tribe
360-426-9781

10946

RESUMES

Russ Lehman

1501 Thomas Street NW Olympia, WA. 98502 (hm) 360 956 1564
 (E-Mail) rlehman@earthlink.net

Education

Antioch School of Law
Juris Doctor, 1985

University of Colorado
B.A. Environmental Studies, 1980

Professional Experience

Legal /Public Relations Consultant

Adviser and consultant to Squaxin Island Tribe for labor and employment matters. Also represents various organizations and Tribes on a variety of public affairs matters.
 1995-present.

Founder, Northwest Center for Progressive Research

Founder and Director of non-profit public policy and communications center which develops, analyses and comments on public policy issues for the benefit of the media, policy makers and the public. As Director; managed staff, determined projects, coordinated Board of Advisors and "parent" foundation, represents NWCPR in various public forums; lead development. 1995-present.

Counsel to the Commissioner, Wash. State OIC

Counsel to the Insurance Commissioner for a variety of insurance/legal matters, primarily enforcement of the Washington Insurance Code. Provide legal counsel to all divisions for enforcement matters.
 1997-1998

Executive Policy Adviser, Governor Mike Lowry

Water resource policy lead for the Governor and the Administration which included policy analysis and development, bill creation and advocacy, negotiations with federal Tribal and local governments, and representation before various forums. Also was lead staff for review of, and veto recommendation for, various legal and policy bills from legislature. 1993-1995.

Counsel, Joint Select Committee on Water Resource Policy, Washington State Legislature

Staff director and counsel for Joint Select Committee which included, total responsibility for policy development, bill drafting, testifying, advocacy and representation on behalf of the committee and water policy generally. Also "of counsel" to Labor Committee where directed labor-relations legislative efforts. Jan. 1992-June 1993.

Assistant City Attorney, Middletown Connecticut
General municipal representation in all courts with specific focus on land use and labor matters. Was lead negotiator for City with various unions and employee organizations and successfully negotiated union contracts. Lead legal adviser for City on all employment matters. 1990-1992.

Associate, McEleney and McGrail, Hartford Connecticut
Associate attorney in general practice firm. Specific areas of focus included labor and personal injury. 1989-1991.

Lobbyist, Betty Gallo, Inc., Hartford Connecticut
Advocacy and representation of various clients including primarily environmental, educational, and employment organizations. Was responsible for agenda development, bill drafting and advocacy for bill passage and signing. 1988.

Staff Director, Planning and Development Committee, Connecticut State Legislature
Total staff responsibility for committee with economic development, housing, land use and municipal issue jurisdiction. Advocacy of committee agenda. 1986-1987.

Professional Positions *Visiting Professor, Wesleyan University, Middletown, Conn.*
Adjunct Faculty, Seattle University

Memberships *State of Connecticut Bar*
Federal District Court Bar

Honors *United States Justice Department Honors Program*

Community Positions *President, Capital Bicycle Club 1997-*
Member, PTA
Teacher assistant, Garfield Elementary School

REGINA M. LABELLE

7360 CALIFORNIA AVENUE SW SEATTLE WASHINGTON 98136 (206) 938-4481
 RLABELLE@HOME.COM

QUALIFICATIONS

- Successful experience in legislative advocacy, community education, and public affairs.
- Results-oriented professional with a reputation for quality and integrity
- Strong verbal and written communication skills with the ability to clearly present complex information to diverse groups and individuals.
- Proven ability to successfully manage budgets, multiple tasks, and assignments.
- Track record of effectively developing and implementing regional and national advocacy programs.
- Creative troubleshooter able to quickly identify problems and practical solutions.
- Track record of regular promotions and increasingly more complex assignments.
- Proven ability to work effectively with legislative, professional, and community leaders.
- Strong leadership abilities with a record of building highly motivated teams and coalitions.

EDUCATION

JD - Georgetown University (1992)

BA - Political Science, Boston College (1983); *magna cum laude*

PROFESSIONAL HISTORY

Washington State Trial Lawyers Association, Seattle, Washington 1995 to present

COMMUNICATIONS DIRECTOR/LOBBYIST - 1997 to present. Selected to create an in-house public relations and community education program for this 3500-member professional association. Design, update, and oversee the public affairs section of the organization's web site. Write and place articles and guest editorials in such publications as *The Seattle P-I*, *Seattle Times*, *Spokane Spokesman-Review*, *Tacoma News Tribune*, and *Everett Herald*. Regularly contribute articles to monthly membership journal. Educated members in communication and public presentation skills.

Represent the organization to the legislature and media. Testify before various committees in Olympia and lobby elected officials. Draft briefing materials for both membership and legislators. Interview candidates as part of the organization's membership education program.

Actively develop and maintain relationships with other associations and community-based organizations including seniors groups, labor unions, and victims rights groups.

Regularly receive increasing responsibilities and special project assignments due to flexibility and commitment to growth.

DEVELOPMENT DIRECTOR/LOBBYIST - 1995 to 1997. Hired to improve the performance of the organization's ongoing fund-raising program. Researched, identified and contacted prospective contributors. Upgraded membership information program to assure greater visibility. Created successful special legislative action/education fund. Increased contributions over 20% within 18 months. Received high-profile special assignments in addition to development role. Testified before various committees in the state legislature,

3/10/01

REGINA M. LABELLE

Page Two

drafted briefing materials for legislators, and analyzed effects of legislation on WSTLA members and clients. Promoted into Communications Director position in recognition of accomplishments.

Schwerin, Burns, Campbell & French, Seattle, Washington 1994 to 1995

ATTORNEY-AT-LAW - Performed a wide range of legal functions for the region's largest union labor and general employment law firm. Screened and interviewed potential clients. Intensively researched and investigated cases and prepared briefs. Assumed greater responsibilities in such areas as directly advising clients and representing them at arbitration hearings. Developed reputation for exceptional organizational, communication, and presentation skills.

Career College Association, Washington, D.C. 1991 to 1992

DIRECTOR OF POLITICAL AFFAIRS - Developed and implemented a national government relations program directed toward maintaining the eligibility of private career colleges for funding under the Higher Education Reauthorization Act (1992). Coordinated the efforts of a 40-state grass roots coalition of allied organizations. Supervised a seven-person organizing and support team. Created and disseminated strategies and information. Built highly effective communications network which assured timely action and response during the congressional session. The result was overwhelming victory in Congress.

National Association of Letter Carriers, Washington, D.C. 1987 to 1988

LEGISLATIVE INSTRUCTOR - Selected for this innovative pilot project which was the first and most comprehensive program undertaken by a national trade union to locally educate its members on legislative process and issues. Visited locals throughout a 12-state region. Provided technical support and direction in creating and implementing lobbying and political action activities. This successful program was adopted by other organizations and achieved such success as eventually overturning the Hatch Act.

AFFILIATIONS

- *Legislative Committee*, Washington State Bar Association
- *Board Member*, Children's Campaign Fund
- *President-elect*, Northwest Women's Law Center
- *Founder, President*, Citizens for C-SPAN
- *Member*, Public Relations Society of America

SPECIAL PRESENTATIONS

- Appeared on national and local television and radio programs to discuss C-SPAN
- Author of op-ed on C-SPAN which appeared in The Seattle Times
- Ghost-wrote op-ed for Citizens for C-SPAN Board Member featured in The Seattle P-I

Michael Temple WSTLA 015
LA 015 01
736-9103
360-754-9322

MICHAEL TEMPLE
2800 Fones Road SE
Olympia, WA 98501-2747
(360) 951-0006 ✓
(360) 705-2961 (fax)
temple-buckley@msn.com ✓

RELEVANT STATE GOVERNMENT EXPERIENCE

- Current, Private Practice Attorney and Contract Lobbyist
5 Years Provide a wide variety of services based on client needs. Lobbying clients have included Northwest Bicycle Alliance, State Trial Lawyers, and municipal bond dealers. Lobbying services have ranged from monitor only to fully lobbying, political, and agency actions.
- 4 1/2 Years WASHINGTON STATE TRIAL LAWYERS ASSOCIATION
Government Affairs Counsel
Responsible for all legislative and political activities. I began serving in this capacity for WSTLA immediately following passage of the 1986 Tort Reform act. Within one year, the dedication of WSTLA members and strong staff efforts gained recognition for WSTLA as a leader in the protection of injured victims. Politically, LAW PAC became a leader in campaign assessment and involvement. In the Legislature, WSTLA lobbied hundreds of bills each session. While with WSTLA, I was able to successfully lobby the Executive branch on numerous appointments.
- 2 Years STATE TREASURER'S OFFICE
Counsel for the State Treasurer
Working for a statewide elected official in an executive position, I was responsible for legislative and legal activities. I also served as principal staff person for the State Treasurer in his role as the chair of the State Investment Board. The State Investment Board was then a \$22 billion fund. Activities for the board have included coordination of legal action for a federal multi-district court lawsuit, the review of a \$1.5 billion investment and restructuring of a \$450 million real estate investment.
- 7 Years WASHINGTON STATE LEGISLATURE
Attorney to the Speaker and Counsel to the Senate Majority Leader
Held four positions with the Washington State House of Representatives and Senate. Served as a non-partisan committee staff, providing research, bill drafting and presentations to several committees. Worked as Counsel for House Democrats, conducting partisan research and bill drafting. I also served as Attorney to the House Speaker and was responsible for the flow of legislation, negotiations and coordination with the Senate, external lobbying interests and the Executive branch. Finally, I served as Counsel to the Senate Majority Leader with similar responsibilities as Attorney to the Speaker.
- JD 1980 Admitted to practice
Washington State Supreme Court
United States District Court, Western Washington
United States 9th Circuit Court of Appeals



King County Board of Ethics

KING COUNTY CONSULTANT DISCLOSURE FORM

Exhibit D
10946

Pursuant to 3.04.120, this form is to be completed by private consultant firms or individuals entering into contracts with King County to perform studies costing in excess of \$2500. IMPORTANT NOTE: No payment shall be made on any contract with any private consultant firm and/or individual until five days after receipt of this form by the Board of Ethics, E224 King County Courthouse, 516 Third Avenue, Seattle, WA 98104, MS-2C. Both consultant and contracting department are responsible for ensuring compliance with this requirement.

PLEASE TYPE OR PRINT ALL INFORMATION*

Today's date: Nov. 18, 1998

Consultant's Name: Regina LaBelle, Michael Temple, Russ Lehman

Amount of Contract: 5,000 Jan-April

Address: 7360 California Ave SW Seattle 98136

Duration: 12/18-5/99
4,000 M05

Contracting King County Dept. AND Div: King County Council

Type of Services Contracted: legislative services

1. List the name of any office or directorship in the firm presently held by former King County employees whose employment with the County terminated within the past two years:

Name: NONE

Office/Directorship: _____

Former County Department: _____

Date Terminated: _____

2. List any office or directorship in the firm held by any current King County employee:

Name: NONE

Office/Directorship: _____

County Department: _____

Name: _____

Office/Directorship: _____

County Department: _____

3. List name of current King County employee's spouse or immediate family member holding an office or directorship in the firm:

Name: NONE

Office/Directorship: _____

Name of County Employee: _____

County Department: _____

Relationship to Employee (spouse, sister, brother, etc.): _____

Name: _____

Office/Directorship: _____

Name of County Employee: _____

County Department: _____

Relationship to Employee (spouse, sister, brother, etc.): _____

4. Indicate level of financial interest in the firm by King County employee, his/her spouse or immediate family members:

Name: NONE Office/Directorship: _____

Percentage of Stock (if more than 5%): _____ Salary: _____

Other form of interest in firm (please specify): _____

5. Indicate whether an officer or director in the firm (whether salaried or unsalaried) is a member of a King County board or commission:

Name: NONE Office/Directorship: _____

County Board or Commission: _____

Name: _____ Office/Directorship: _____

County Board or Commission: _____

6. List all other contracts you or your firm have had with King County during the past five years, including the amount of the contract. Attach a separate sheet if necessary.

Type of work or service provided: NONE

Contract Amount(s): _____

Duration of Contract(s): _____

Contracting Department AND Division: _____

7. Are there any potential conflicts of interest that need to be disclosed? If so, please explain:

NO.

... continue on an additional sheet if necessary.

ATTESTATION:

I, Regina LaBelle certify under penalty of perjury that this statement is true, accurate and complete.

[Signature] (Signature) The Advocacy Group (Title)

Signed this 19th day of November, 1998.

Personnel Inventory Report



King County
 Procurement Services Division
 Department of Finance
 620 King County Administration Bldg.
 500 Fourth Avenue
 Seattle, WA 98104
 (206) 296-4210 FAX (206) 296-4211
 TTD/VOICE 296-0100
 http://www.metrokc.gov

sed
5

Name of business The Advocacy Group Telephone No. 206-938-4481
 (if applicable)

Address 7360 California Ave, SW
Seattle State WA Zip Code 98136

DO ANY OF YOUR EMPLOYEES BELONG TO A UNION AND/OR DO YOU USE AN EMPLOYEE REFERRAL AGENCY?
NO X If yes, list the unions and/or employee referral agencies with whom you have agreements:

Expect to do more than \$25,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

DO YOU HAVE ANY EMPLOYEES? YES NO X If yes, list on the Employment Data Chart below the total number of employees for all businesses located in (1) King County. If none, list the total number of employees for all businesses located in (2) Washington State. If none, list the total number of employees for all businesses located in the (3) United States. Indicate which locale (1,2,3) report covers: _____

Employment Data	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Sub-Total		Disabled Sub-Total	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
Job Trainees																
Apprentice																
Skilled Craft																
Sub-Total																

by worker. List by classification on reverse, e.g., carpenter, plumber, etc.

Number of Employees Reported Above: 0 (If no employees, write ("0").)

Report covers Business Location(s) in (circle one): King County, Washington State, Other States] for the Payroll Period MONTH/DAY/YEAR: 12-31-98

Employer Identification Number: _____

Reported by: Adriana LaPelle

Title: _____ Date: _____ 64

01201

Personnel Inventory Report



King County
 Procurement Services Division
 Department of Finance
 629 King County Administration Bldg.
 500 Fourth Avenue
 Seattle, WA 98104
 (206) 296-4210 FAX (206) 296-4211
 TDD/VOICE 296-0100
<http://www.metrokc.gov>

Supplemental Form

Legal Name of Business _____ Telephone No. _____

Employment Data	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Sub-Total		Disabled Sub-Total	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Job Categories																

ATTACH SUPPLEMENTAL FORMS AS NECESSARY TO REPORT THE TOTAL WORK FORCE.

Submitted by _____
 Name Title

Contact the King County Procurement Services Division at (206) 296-4210 or the King County M/WBE and Contract Compliance Division (206) 524-1333.



Affidavit and Certificate of Compliance

Exhibit F

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

10946

Company Name: The Advocacy Group *X/a*

STATE OF WASHINGTON }
COUNTY OF KING } SS

I, undersigned, being first duly sworn, on oath states on behalf of Contractor as follows:

Definition: "Contractor" shall mean any contractor, vendor or consultant who supplies goods and/or services. "Contract" shall mean contract, purchase order or agreement with King County Government, hereinafter called the County.

Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Contractor further recognizes that this affidavit establishes minimum requirements for affirmative action and implements the basic nondiscrimination provisions of the general contract specifications as applied to service, consultant and vendor contracts exceeding \$25,000, or public work contracts exceeding \$10,000. Contractor herein agrees that this affidavit is incorporated as an addendum to its general contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general specifications. King County Code Chapter 12.16 and this affidavit, PROVIDED FURTHER, that in lieu of the affidavit, the contractor may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan found by the Executive to substantially fulfill the requirements of chapter.

Contractor shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to commencement of work.

This person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on affirmative actions taken:

AFFIRMATIVE ACTION REPRESENTATIVE
Name: _____

Contractor will cooperate fully with the M/WBE and Contract Compliance Division and appropriate County agents while making a reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this sworn affidavit and in King County Code Chapter 12.16.

Reports. The Contractor agrees to complete and submit with this affidavit such additional reports and records that may be necessary to determine compliance with the affidavit and to confer with the M/WBE and Contract Compliance Division staff at such times as the County shall deem necessary. The information required by this chapter includes but is not limited to the following reports and records:

Personnel Inventory Report: This report shall include a breakdown of the employer's workforce showing race, gender, and marital status.

Monthly Utilization Report: This report shall apply to public contractors and subcontractors and shall provide the number of employees for each race, gender, and marital status.

3. Statement from Union or Worker Referral Agency: This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of any sensory, mental or physical disability.

The information required in this section shall be submitted on forms provided by the County unless otherwise specified.

F. Subcontractors: For public work projects and contracts over \$10,000, the prime contractor shall be required to submit to the County, along with its qualifying documents under this chapter, employment profiles, Affidavits of Compliance Reports and Union Statements from its subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the contract period will apply equally to all subcontractors.

G. Employment Goals for Minorities, Women and Persons with Disabilities: Employment goals shall be established for two industry categories, i.e., construction contractors and vendor/service contractors, using a multi-factor availability analysis.

1. Construction contractor and subcontractor performance: Goal attainment is based on the total hours of employment as determined by the monthly utilization reports.

2. Consultant and vendor/service contractor performance: Goal attainment is based on the total number of employees as determined by Personnel Inventory Reports.

H. Alternative Goal Option: Contractors may establish goals independently if they believe the King County goals are not applicable to their specific situation. Contractors who secure King County's assent in pursuing this option must use a multi-factor analysis with methodology and data sources approved by the County.

I. Underrepresentation of Minorities, Women and Disabled Persons: Underrepresentation of minorities, women and disabled persons will not be deemed a per se violation of King County Code Chapter 12.16 where a contractor's employment statistics demonstrate that minorities, women and disabled persons are underrepresented in its workforce in relationship to the county employment goals. The burden will be on the contractor to show that the minimum affirmative action measures set forth below have been met and that a reasonable "good faith" affirmative action plan in compliance with this chapter has been pursued.

J. Minimum Affirmative Action Measures: Contractor agrees that failure to implement and/or maintain reasonable "good faith" efforts to achieve the County employment goals will constitute a breach of this agreement. The evaluation of a contractor's compliance with this chapter shall be based upon the contractor's effort to achieve maximum results from its affirmative action program. The contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:

1. Policy Dissemination: Internal and external dissemination of the contractor's equal employment opportunity policy; posting of nondiscrimination policies and of the requirements of this chapter on bulletin boards clearly visible to all employees; notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other contract, subcontract, or understanding of the contractor's under this chapter

1.

Recruiting: Adoption of recruitment procedures designed to increase the representation of women, minorities and disabled persons in the pool of applicants for employment, including, but not limited to establishing and maintaining a current list of minority, women and disabled recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, female and/or disabled readership.

Self-Assessment and Test Validation: Review of all employment policies and procedures, including review of tests, hiring and training practices and policies, performing evaluations, seniority policies and practices, job classifications and job assignments, to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and disabled persons; validation of all tests and other selection requirements where there is an obligation to do so under state or federal law.

Record of Referrals: Maintain a current file of application of each minority, woman and disabled applicant or referral for employment indicating what action was taken with respect to each such individual and the reasons therefore. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.

Notice to Unions: Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors shall also notify the King County Executive if labor unions fail to comply with the nondiscrimination or affirmative provisions.

Supervisors: Ensure that all supervisory personnel understand and are expected to adhere to and implement the nondiscrimination and affirmative action obligations of the contractor under this chapter. Such direction shall include, but not be limited to, adherence to, and achievement of, affirmative action policies and performance appraisals of supervisory personnel.

Employee Training: Develop on-the-job training opportunities which expressly include minorities, women and disabled persons.

Responsible Person: Designate an employee who shall have responsibility for implementation of the contractor's affirmative action measures.

Progress Reporting: Prepare as part of the affirmative action plan an analysis and report on the progress made toward eliminating the underrepresentation of women, minorities and persons with disabilities in the contractor's workforce on an annual basis.

Contractor Training: In addition, contractors who do not meet employment goals for women, minorities and persons with disabilities and who have not approved affirmative action measures may be required to attend

county-sponsored training programs on relevant areas of affirmative action and equal employment opportunity.

Where a contractor's employment statistics demonstrate that minorities, women and disabled persons are underrepresented, failure to follow any of the requirements of Paragraph J (1-10) shall be prima facie evidence of noncompliance with this agreement.

K. Contractor agrees in all its employment policies and practices to refrain from discrimination against any person on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, or the presence of any mental, physical or sensory disabilities, including but not limited to hiring, firing, lay-off, promotion or demotion, job assignment, wages, and other terms and conditions of state and local rules, laws or ordinances and regulations regarding any such discrimination.

L. Contractor agrees to provide reasonable access upon request to the premises of all places of business and employment, relative to work undertaken in this contract, and to records, files, information and employees in connection therewith, to the MWBE and Contract Compliance Division or agent for purposes of reviewing compliance with the provisions of this affidavit and agrees to cooperate in any compliance review.

M. Should the MWBE and Contract Compliance Division find, upon complaint, investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this affidavit, it shall notify the County and contractor in writing of the finding fully describing the basis of noncompliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the contractor and the County that the noncompliance has been resolved.

N. The contractor agrees that any violation of the specific provisions of this chapter and of any term of the affidavit of compliance required herein, including reporting requirements, shall be deemed a violation of King County Code Chapter 12.16. Any such violation shall be further deemed a breach of a material provision of the contract between the County and the contractor. Such breach shall be grounds for implementation of any sanctions provided for in this chapter, including but not limited to, cancellation, termination or suspension, in whole or in part, of the contractor by the County; liquidated damages; or disqualification of the contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

O. Contractor recognizes that it is bound by all provisions of King County Code Chapter 12.16 and acknowledges receipt of a copy thereof.

VALID ONLY IF NOTARIZED

DESIGNATED CONTRACTOR: The Advocacy Group
Company Name
ADDRESS: 7360 California Ave NW Seattle WA 98136
Street City State Zip
AUTHORIZED SIGNER: [Signature] OWNER, The Advocacy Group
Signature Title
NAME: Regina H. LaBelle PHONE: 206-935-4451
Type or Print

SUBSCRIBED AND SWORN TO before me
is 2nd day of December 19 93
Grant Masno
Notary Public in and for the State of WA
Seattle

RECEIVED BY: [Signature] 12/14/93
King County Date

ADA/504 DISABILITY ASSURANCE OF COMPLIANCE
and
CORRECTIVE ACTION PLAN

Complying with Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990, two federal laws which prohibit discrimination against qualified persons with disabilities.

DEFINITIONS

"CONTRACTOR" shall mean any contractor with King County Government, except for schools, universities, public entities, or those contractors supplying tangible goods and supplies.

"CONTRACT" shall mean any contract, purchase order, or agreement, except for those contractors supplying tangible goods with King County Government, hereinafter called the County.

"REASONABLE ACCOMMODATION" shall mean all efforts made to modify, change, or eliminate existing barriers denying persons with disabilities equal opportunity to benefit from the Contractor's programs, services or activities, except where to do so would cause an undue hardship or burden.

"UNDUE HARDSHIP OR BURDEN" is determined on a case by case basis using the following criteria: (1) size of the Contractor's program(s) with respect to the number of employees, number and type(s) of facilities and the size of the budget; (2) the type of operation, including the composition and structure of the work force; and (3) the nature and cost of the accommodation(s) needed.

"DISABILITY" is defined in the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended, (504) as anyone who has, has a history of, or is perceived as having a physical or mental impairment that substantially limits one or more major life activities. This can include, but is not limited to: mobility, visual, hearing, or speech impairments; mental illness, epilepsy, learning disability, brain injury, HIV/AIDS; arthritis, cerebral palsy, developmental disability, multiple sclerosis and alcohol and drug addiction.

A. The undersigned Contractor understands that discrimination in public accommodation and employment based solely on disability is prohibited by federal, state and local laws. In addition, the Contractor recognizes that Section 504 requires recipients of federal funds, be it direct or through subcontracting with a governmental entity receiving federal funds, to make their programs, services and activities, when viewed in their entirety, accessible to qualified and/or eligible persons with disabilities. The Contractor also recognizes that the ADA prohibits discrimination in public accommodation and employment based solely on disability regardless of the funding source. The undersigned Contractor agrees that it and all subcontractors will comply with the ADA and 504 requirements.

B. The undersigned Contractor has completed the ADA/504 SELF-EVALUATION QUESTIONNAIRE to determine if it is discriminating against persons with disabilities in the areas of program services, facility access, employment policies and procedures, outreach efforts, or the provision of reasonable accommodation(s) to qualified/eligible persons with disabilities. Reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden.

C. The undersigned Contractor has developed a CORRECTIVE ACTION PLAN for all areas that are not in compliance with Section 504 and the ADA.

01801

- D. The undersigned Contractor agrees to cooperate in any compliance review and to provide reasonable access to the premises of all places of business and employment, and to records, files, information and employees therein to King County's OCRC for reviewing compliance with Section 504 and ADA requirements.
- E. The undersigned Contractor agrees that any violation of the specific provisions and terms of the ADA/504 DISABILITY ASSURANCE OF COMPLIANCE and/or CORRECTIVE ACTION PLAN required herein and Section 504 and the ADA, shall be deemed a breach of a material provision of the contract between the County and the Contractor. Such a breach shall be grounds for cancellation, termination or suspension, in whole or in part, of the contract by the County or disqualification of the Contractor in future contracts.
- F. According to my responses to the questions in the ADA/504 SELF-EVALUATION QUESTIONNAIRE _____ (company name) is in compliance with the ADA and 504 .

YES NO

G. If no, the following corrective actions will be taken:

Corrective Action Plan

General Requirements:

<u>Actions to be taken:</u>	<u>Completion Date</u>
-----------------------------	------------------------

Program Access:

<u>Actions to be taken:</u>	<u>Completion Date</u>
-----------------------------	------------------------

Employment and Reasonable Accommodation:

<u>Actions to be taken:</u>	<u>Completion Date</u>
-----------------------------	------------------------

Physical Accessibility:

Actions to be taken:

Completion Date

Prepared by: [Signature]
 Title: owner Date: 2 Dec 1998
 Contractor Name: The Advocacy Group Contract #: _____
 Address: Seattle WA 98136
City State Zip

I Declare Under Penalty of Perjury Under the Laws of the State of Washington that the Foregoing is True and Correct.

Contractor: The Advocacy Group
Company/Organization Name
 Address: 7360 California Ave SW Seattle WA 98136
Street City State Zip
 Contact Person: Regina LaBelle Phone: 206-938-4481

AUTHORIZED SIGNATURE: [Signature]
 Name: Regina LaBelle Phone: 206-938-4481
 Title: owner, The Advocacy Group

M/WBE AVAILABILITY ANALYSIS WORKSHEET

Date: 9/3/98 Page _____

To: Keven Franklin

Fm: Darryl Cook Phone: 296-0340 Fax: 296-0198

Department/Division: King County Council

Project Name: Government Relations Consultant Contract Contract Number _____

Compliance Specialist: _____

Estimated Total Dollar Value of Project: \$37,750

Comments: State Lobbyist

Scope of Work	Prime	Sub	Estimated Dollars	% of Project
Scope of services will include advocacy, monitoring and reporting, and grants/appropriations services. For more detail please see the attached document.	X		\$37,750	100
DO NOT WRITE BELOW THIS LINE			Totals	
			\$37,750	100

Recommended Goals: Percentage Preference 5%

M/WBE: _____ % Waiver [Signature]

M/WBE: _____ % Combined M/WB: _____ %

Approved _____ Disapproved _____

Comments: _____

Compliance Officer: _____

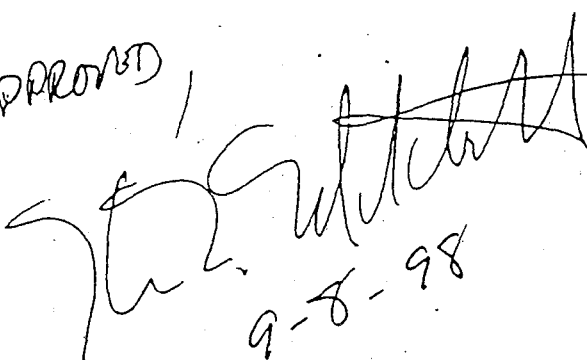
Compliance Specialist: [Signature]

cc: _____

[Signature]
9/4/98

The King County Council, and the Executive are requesting that the general liability insurance coverage for independent registered lobbyist be waived. There are very few if any contract lobbyist who carry that much (\$1,000,000) liability insurance. Based off the Scope of Work that has been developed, we feel there are no liability issues a contract lobbyist would be instructed to monitor. Under the direction of the King County Legislative Steering Committee, the contract lobbyist will be given a work plan that gives very minimal risk to the lobbyist or the county.

We thank you for you consideration on this matter.

Approved,

9-8-98