

REQUEST FOR PROPOSALS

DRAFT

SPOKANE REGIONAL TRANSPORTATION COUNCIL

General Counsel Legal Services

ISSUE DATE: June 1, 2021

DUE: June 22, 2021
4:00 p.m. Pacific Standard Time

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PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS: SRTC GENERAL COUNSEL LEGAL SERVICES

The Spokane Regional Transportation Council (SRTC) is requesting Proposals from qualified attorneys interested in serving as SRTC's legal counsel. Specific expertise is sought from firms that have experience advising a public Board in areas relating to contract law, municipal law, state and federal grant requirements, the Washington Open Public Meetings Act, and the Washington Public Records Act. Statements from interested firms are due by 4:00 p.m. on Tuesday, June 22, 2021. Responses can be delivered electronically to ggriffin@srtc.org. Additional information about this solicitation is available at www.srtc.org.

Dates of publication in the Spokesman Review: June 1, 2021

INSTRUCTIONS TO PROPOSERS

1. **Introduction:** The Spokane Regional Transportation Council (SRTC) is seeking to establish a cost-reimbursement contract with one qualified firm to provide general counsel legal services. Services will be provided on an as-needed basis for a term that will begin in July 2021 and will terminate on December 31, 2026. Services will include preparing for, attending, and providing legal advice as needed at the monthly Board of Directors meetings.

Please read the entire Request for Proposals (RFP) package before submitting. Careful attention must be paid to all requested items. This RFP does not commit SRTC to enter into an agreement, to pay any costs incurred in the preparation of a proposal to this RFP or in subsequent negotiations, or to procure or contract for the Scope of Services. It is the intention of SRTC to negotiate a contract with the Proposer it deems most advantageous to SRTC.

2. **Confidential Materials:** All material submitted in response to this solicitation becomes the property of SRTC and will not be returned. After contract award, the submittals shall be deemed public records as defined in RCW 42.56 RCW "Public Records Act". Any information in the submittal that the Proposer desires to claim as proprietary and exempt from disclosure under the provisions of state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire submittal exempt from disclosure will not be honored.

SRTC will review any portions of the submittal that the Proposer considers to be confidential and will then determine what should be released. SRTC will notify the Proposer in writing of the determination and provide the Proposer an opportunity to respond to the decision prior to releasing the submittal.

2. **Submittals Due Date:** Proposals shall be submitted electronically by **4:00 p.m., Tuesday, June 22, 2021** to Greg Griffin at ggriffin@srtc.org. Submittals received after the due date will not be considered.
3. **Submittals Opening:** Submittals received by the due date and time will be identified publicly and the name of each entity submitting will be read at **4:30 local time on Tuesday, June 22, 2021** at the SRTC Offices, Riverside Conference Room, 421 W. Riverside Avenue, Suite 504, Spokane, WA 99201.
4. **Protest Procedures:** SRTC maintains a set of protest procedures. If any Proposer desires this information, it may be obtained by contacting Greg Griffin at (509) 343-6370 or by email at ggriffin@srtc.org.

ADMINISTRATIVE REQUIREMENTS

1. **Contract:** This Request for Proposals is for a cost-reimbursement contract. SRTC's Interim Executive Director shall negotiate compensation with the offeror determined to be most qualified. If a fair and reasonable compensation cannot be negotiated with that Proposer, the Interim Executive Director shall initiate negotiations with the next most qualified Proposer (see RCW 39.80).
2. **Monthly Invoice:** During the contract, a monthly invoice is required to be submitted within ten (10) working days after the end of each month. Each invoice shall include a brief listing of activities performed during the month and associated costs for each task.
3. **Audit:** An audit examination of the consultant's records may be required.
4. **EEO:** SRTC is an Equal Employment Opportunity (EEO) organization and does not discriminate on the basis of race, religion, color, sex, age, marital status, national origin, or the presence of any sensory, mental, or physical disability in consideration of a contract award. The successful Proposer will be required to comply with all EEO federal, state, and local laws and regulations.
5. **Insurance Requirements:** The firm selected will be required to comply with SRTC insurance requirements for professional services (errors and omissions).
6. **Proposer Certification:** By submittal of a response pursuant to this RFQ, the Proposer certifies the following:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Proposer has not given or offered to give and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
 - C. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts.
 - D. The Proposer has not paid or agreed to pay any fee or commission, or any other thing of value contingent on the award of this contract, to any employee, official or current consultant of SRTC.
 - E. The Proposer has examined, read, and understands the RFP document, and any amendments, if applicable. Further, the Proposer certifies that its submittal is based upon the materials and requirements outlined in the scope of services in the RFP document.
 - F. The proposal shall be considered valid for a period of ninety (90) days from the proposal closing date.

RESERVATION OF RIGHTS

1. SRTC expressly reserves the right to reject any or all proposals, to waive minor informalities and irregularities in the proposal submission process, to extend the date for submittal or responses, to request additional information and data from any or all Proposers, to invite additional Proposers to the proposal, to complete the services contemplated by this RFP by any other means, to negotiate with qualified Proposers, to supplement, amend, or otherwise modify the RFP, cancel this request with or without the substitution of another RFP, to reissue the RFP, and to award a contract that is determined to be of greatest benefit to SRTC. SRTC also reserves the right to add additional, unanticipated legal services to this contract at fairly negotiated rates.
2. SRTC reserves the right to disqualify any Proposer who fails to provide information or data requested herein or who provides inaccurate or misleading information or data. Further, SRTC reserves the right to disqualify any Proposer based on any real or apparent conflict of interest. By responding to this proposal, each Proposer agrees that any finding by SRTC of any fact in dispute as to this proposal or the responses thereto shall be final and conclusive except as provided herein.
3. SRTC may negotiate with any or all Proposers within competitive range, following its initial or subsequent evaluation.
4. The acceptance of a proposal and invitation to negotiate a contract does not commit SRTC to accept any or all the terms of the response. Final terms of any agreement will be agreed upon during negotiations. Negotiations may be terminated for failure to reach mutually acceptable terms.

OVERVIEW OF SRTC

SRTC is the lead agency for coordinating transportation planning activities in the Spokane region. SRTC maintains three important transportation planning designations:

1. The United States Department of Transportation (USDOT) requires every metropolitan area with a population over 50,000 in population to have a designated **Metropolitan Planning Organization (MPO)** to qualify for receipt of federal highway and transit funds. SRTC is the designated MPO for the Spokane Metropolitan Planning Area and is responsible for ensuring compliance with federal transportation planning requirements. Federal legislation (23 U.S.C. 134) requires the MPO to work in cooperation with the state and public transportation agencies in carrying out a continuing, cooperative, and comprehensive (3C) metropolitan planning process.
2. Urbanized areas over 200,000 in population are designated by federal legislation as **Transportation Management Areas (TMA's)**. SRTC is the federally designated TMA for the Spokane Metropolitan Planning Area. TMA's have additional responsibilities and discretion in allocating certain federal transportation funds within the urbanized area. Those responsibilities require public transportation representation on the SRTC

Board, a regionally coordinated Congestion Management Process, and authority for TIP project selection. Because SRTC is designated as a TMA, the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) conduct a federal certification review of the organization every four years.

3. SRTC serves as the state designated **Regional Transportation Planning Organization (RTPO)** for Spokane County. RTPO's are voluntary associations of local governments and were authorized as part of the 1990 Washington State Growth Management Act to ensure local and regional coordination of transportation plans.

SRTC is organized through an Interlocal Agreement (ILA). The agency is governed by a Board that receives policy input from a Transportation Advisory Committee (TAC) and technical input from a Transportation Technical Committee (TTC). The Board currently includes 13 voting members and three ex-officio, non-voting members. Under SRTC's new Interlocal Agreement, the Board will grow to 21 voting members with two ex-officio, non-voting members. Pursuant to RCW 47.80.040, area members of the House of Representatives and the State Senate are considered ex-officio board members of SRTC. Additional background information is available at www.srtc.org.

SCOPE OF REQUESTED SERVICES

The firm serving in this role will act as general legal counsel to the SRTC Board and the Executive Director or his/her designees. Legal counsel will provide advice and interpretation of federal and state laws as well as local statutes and ordinances. In 2020, SRTC's general counsel typically billed between six (6) and ten (10) hours per month. Typical duties in this role will include, but are not limited to, the following:

1. Report to and receive assignments from the SRTC Executive Director or his/her designees.
2. Provide general legal advice.
3. Review monthly Board agenda with the Executive Director.
4. Attend monthly meetings of the SRTC Board and other work sessions and meetings with the Board as required.
5. Serve as the Board parliamentarian.
6. When requested, provide input on state and federal regulations and rule-making that could impact SRTC.
7. When requested, provide training for SRTC staff and/or the Board on legal issues that may impact SRTC.
8. Review, consult, edit, and provide guidance on bid solicitations, contracts, and agreements.
9. Represent or coordinate and/or support, as required, litigation/defense counsel.
10. Any other matters that may arise from time to time in the scope of SRTC's operations.

DESIRED QUALIFICATIONS

1. Member of the Washington State Bar Association.
2. Experience working with boards or councils composed of elected officials.
3. Experience in all aspects of contract law.
4. Experience in developing and interpreting the provisions of an Interlocal Agreement.
5. Demonstrated knowledge and experience in the interpretation of both federal and state laws as relating to political subdivisions, municipal corporations, and municipalities.
6. Knowledge of state and federal regulations related to contracting, funding, purchasing, and grant administration.
7. Legal knowledge of the following specialized areas (not exhaustive):
 - A. Open Public Meetings Act
 - B. Rules of order for conducting public meetings
 - C. Public procurement contracts
 - D. Public records requirements
 - E. Public powers
 - F. Constitutional (state and federal)
 - G. Tort defense
8. Knowledge of the Washington Growth Management Act.
9. An office located within or near Spokane County to ensure timely interactions with the SRTC Board and staff.

SUBMITTAL CONTENT

This section describes mandatory descriptions and submittals that must be addressed in or included with each proposal. Failure to address or include all items discussed in this section may subject the proposal to immediate rejection. SRTC will be the final authority in determining the responsiveness of a proposal.

The submittal shall be a maximum length of 15 (single sided) pages. This page limit does not include the cover letter, examples of previous work, and resumés. A tabloid (11" x 17") page may be used but will count as two pages toward the maximum page length.

The submittal must include the following:

1. A Letter of Transmittal that has been signed by a party authorized to bind the entity submitting the proposal. The letter shall be addressed to the SRTC Administrative Services Manager as follows:

Mr. Greg Griffin, Administrative Services Manager
Spokane Regional Transportation Council
421 W. Riverside Avenue, Suite 500
Spokane, WA 99201

The letter of transmittal must include:

- A. Project title
 - B. Name of Proposer
 - C. Brief description of the proposal
 - D. Identification of all members of Proposer's team
 - E. A statement addressing potential conflicts of interest
 - F. A statement that the proposal is valid for 90 days after the closing date of this solicitation
2. Description of firm. This part of the proposal should contain a brief history of the firm, firm organization, number and type of personnel and the location of the firm's office. The Proposer shall also provide information demonstrating to SRTC that it has the necessary financial resources to perform the contract in a satisfactory manner.
 3. A summary of firm's qualifications as they relate to the duties and desired qualifications described above.
 4. A description of how the firm proposes to provide the Scope of Desired Services. This should include the firm's understanding of SRTC's service requirements and governance structure, the firm's ongoing service commitment, responsiveness, office location, etc.
 5. A discussion of the qualifications and experience of key personnel assigned to this service, along with resumes and current billing rates. This discussion will clearly identify the person to serve as primary general counsel.
 6. A cost proposal that includes current billing rates for each staff member included in the proposal and any other directly billed expenses.
 7. A minimum of three (3) references knowledgeable of the firm's related work. Include contact name, telephone number, address, email address and nature of relationship for each reference, and the name of key personnel that service this account.
 8. Resumés for the attorney(s) included in the proposal.
 9. Proposers are required to document any potential conflicts of interest in the submittal. A conflict of interest shall be cause for disqualifying a Proposer from consideration. SRTC will be the final determining body as to whether a conflict of interest exists.

A potential conflict of interest may include, but is not limited to:

- A. Accepting an assignment where duty to SRTC would conflict with the consultant's personal interest, or interest of another client.

- B. Performing work for a client or having an interest which could conflict with this contract.

EVALUATION CRITERIA AND SELECTION PROCESS

All firms interested in this RFP (including the firm’s employees, representatives, agents, and lobbyists) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential firms, and to protect the integrity of the selection process.

All questions on this selection process should be addressed in writing to Greg Griffin, SRTC Administrative Services Manager at ggriffin@src.org. Responses to all questions submitted by Proposers, as well as RFP modifications or addendums, will be posted on the SRTC website at www.src.org.

- 1. Proposals will be evaluated on the criteria listed below. SRTC may hold interviews as part of the evaluation process. Firms selected for interviews will be contacted and informed of the interview date.

- A. Overall Qualifications 30%
- B. Relevant Experience 35%
- C. References 20%
- D. Cost/Billing Rates 15%

- 2. SRTC may conduct discussions with Proposers as needed.

TERM OF CONTRACT

The term of this contract for general counsel legal services shall run through December 31, 2026. See the attached contract to be executed with the successful Proposer. It is unnecessary for the Proposer to sign or return the contract with the proposal, but all prospective Proposers should note and be aware of the terms and conditions expected of this agreement and submit any proposed language changes with the proposal.

ATTACHMENT

AGREEMENT FOR LEGAL SERVICES

This Agreement is made this [] day of [], 2021 ("**Effective Date**") by and between the Spokane Regional Transportation Council "**SRTC**" and _____, hereinafter referred to as "**Contractor**", jointly referred to as "**Parties**".

1. **Work to Be Performed.** The Contractor will provide legal services to perform the Scope of Services generally identified on Exhibit "A", which is attached hereto. Prior to performing all or part of the Scope of Services, SRTC shall request, identify and modify (as reasonably necessary) the specific task(s) to be commenced and completed. Specific work is assigned by the SRTC Executive Director or his/her designee.
2. **Term.** After signature by both parties, this Agreement commences on the Effective Date. The Contractor shall perform legal services until the contract expiration on December 31, 2026, unless sooner terminated pursuant to the discretion of SRTC. Following termination, the Parties shall have no further obligation to perform services under this Agreement, except as set forth herein. Payment for satisfactorily performed services shall be made up to the date of termination. The agreement will automatically terminate unless both parties have agreed to an extension in writing, prior to termination.
3. **Compensation and Payment.** SRTC shall compensate the Contractor in accordance with a written fee schedule (including costs, expenses and other agreed charges) as full compensation for all work performed under this Agreement. Payment will be made in accordance with the provisions for payment herein.
4. **Payment.** The Contractor shall provide SRTC with a monthly invoice statement stating the hours worked, services performed and amount due. SRTC reserves the right to withhold payment under this Agreement which is determined in the reasonable judgment of the Executive Director to be non-compliant with the Scope of Services and this Agreement.

The Contractor shall be paid, upon the submission of proper invoices for services rendered and accepted, less deductions, if any, as herein provided. The Contractor will send their application of payment to:

Greg Griffin, Administrative Services Manager
Spokane Regional Transportation Council
421 W. Riverside Avenue, Suite 500
Spokane, WA 99201

Payment will be made within thirty (30) calendar days after approval of the Contractor's application for payment, unless other terms are agreed upon as part

of this Agreement. Interest on payments made after thirty (30) calendar days shall be at a rate of one percent per month.

5. **Covenant Against Contingent Fees.** The Contractor warrants that no person or entity has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.
6. **Modifications.** SRTC may modify this contract and order changes in the work to be performed under this contract whenever it shall be deemed necessary or advisable to do so. The Contractor shall accept such modifications when ordered in writing by the Contracting Officer. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, an equitable adjustment shall be made in the contract price, delivery schedule, or other terms, and the contract shall be modified in writing accordingly.
7. **Termination.** SRTC may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its costs, in accordance with the terms of this Agreement, up to the time of termination. The Contractor shall promptly submit its termination claim to the SRTC Administrative Services Manager for final payment to the Contractor. If the Contractor has any property in its possession belonging to SRTC the Contractor will account for the same, and return it to SRTC or dispose of it in the manner SRTC directs.
8. **Insurance Requirements.** Unless agreed otherwise by SRTC, the Contractor shall purchase and maintain, during the term of this Agreement, insurance coverage for professional services (errors and omissions) provided under this agreement. The coverage must remain in effect for at least two (2) years after the contract is terminated in the amount of **\$1,000,000.00** per occurrence, with SRTC as an additional named insured. In addition, the Contractor shall maintain an umbrella policy which provides excess limits over the primary layer, in an amount not less than **\$2,000,000.00**.

If SRTC is damaged by the failure of the Contractor to maintain any of the above insurance or to so notify SRTC then the Contractor shall bear all costs attributable thereto. SRTC may withhold payment pending receipt of all certificates of insurance. Failure to withhold payment shall not constitute a waiver.

9. **Independent Contractor Status.** The Contractor is an independent contractor, and shall not be deemed an employee of SRTC. In its capacity as an independent contractor, the Contractor is responsible to control and direct the means, manner, and methods by which the services will be performed. The Contractor shall be solely responsible for its actions and those of its employees assuming all liability that may attach thereto.

10. **Fringe Benefits.** The Contractor is not eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan.
11. **Workers' Compensation.** SRTC shall not obtain workers' compensation insurance on behalf of Contractor.
12. **Unemployment Compensation.** SRTC shall not make state or federal unemployment compensation payments on behalf of Contractor.
13. **Assignment and Delegation.** Neither party shall assign any or all of the duties and responsibilities of this agreement without the written consent of the other party.
14. **Entire Agreement.** This is the entire Agreement between Contractor and SRTC, and supersedes all prior oral or written understandings between the Parties. This Agreement may not be changed, modified or altered except in writing by both Parties.
15. **Priority of Interpretation.** In the event this Agreement conflicts with the Scope of Services, this Agreement shall take precedence over any conflicting terms or conditions contained in the Scope of Services.
16. **Jurisdiction and Venue.** This Agreement is entered into in Spokane County, Washington. Venue shall be in Spokane County, State of Washington. The parties agree that the prevailing party in any lawsuit or litigation shall be entitled to recover all costs and expenses, expended or incurred in connection therewith, including attorneys' fees.
17. **Severability.** If any provision of this contract is held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.
18. **Civil Rights Requirements.** (a) Nondiscrimination in Federal Transit Programs. Consultant agrees to comply with the provisions of 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity. (b) Nondiscrimination – Title VI of the Civil Rights Act. Consultant agrees to comply with all requirements prohibiting discrimination on the basis of race, color, or national origin, pursuant to Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d; and USDOT regulations, “Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Right Act, “49 CFR Part 21, and any implementing requirements FTA may issue. (c) Equal Employment Opportunity. Consultant agrees to comply with all requirements of Title VI of the Civil Rights Act 1964, as amended, 42 U.S.C. 2000e, and 49 U.S.C. 5332 and any implementing requirements FTA may issue. These equal employment opportunity (EEO) requirements include, but are not limited to, the following: (1) Discrimination against any employee or applicant for

employment because of race, color, creed, sex, disability, age, or national origin. Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall also comply with any implementing requirements USDOT may issue. (2) If the Consultant is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of this Agreement. Failure by Consultant to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification to Consultant of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal financial assistance, or other measures that may affect Consultant's eligibility to obtain future Federal financial assistance for transportation projects. (d) Nondiscrimination on the Basis of Sex. Consultant agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1680 et seq., with USDOT regulations "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 49 CFR Part 25, and with any implementing directives that USDOT or FTA may promulgate, which prohibit discrimination on the basis of sex. (e) Nondiscrimination on the Basis of Age. Consultant agrees to comply with applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., and implementing regulations, which prohibits discrimination on the basis of age. (f) Access Requirements for Persons with Disabilities. Consultant agrees to comply with the requirements of 49 U.S.C. 5301(d). Consultant also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibit discrimination on the basis of handicap; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. 12101 et seq., which requires the provision of accessible facilities and services; and with the Federal regulations, including any amendments thereto following: (1) USDOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27; (2) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35; (3) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36; (4) U.S. GSA regulation, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19; (5) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630; (6) Any other nondiscrimination statute(s) that may apply to the Project. (g) Drug or Alcohol Abuse. Confidentiality and Other Civil Rights Protections. Consultant agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, as amended; the

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, as amended; and the Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3, and any subsequent amendment to these acts. (h) Access to Services for Persons with Limited English Proficiency. Consultant agrees to comply with applicable Federal guidance issued in compliance with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000 (i) Other Nondiscrimination Statutes. Consultant agrees to comply with all applicable regulations relating to subsections (a)-(i) and requirements of any other nondiscrimination statute(s) that may apply to the Scope of Services.

- 19. **Title VI Assurances.** During the performance of this contract, Contractor for itself, and its assignees, and successors will agree to Exhibit B.
- 20. **Applicable Law.** This Agreement will be governed by the laws of the State of Washington. Venue shall be Spokane County.
- 21. **Notices.** All notices and other communications in connection with this Agreement shall be in writing by mail or email and shall be considered given as follows:

TO SRTC:
Name: SRTC Executive Director
Phone Number: (509) 343-6370
Address: 421 W Riverside Ave, Ste. 500
Spokane, WA 99201

TO CONTRACTOR:
Name:
Phone Number:
Address:

Signed as of the day and year set forth below.

SPOKANE REGIONAL TRANSPORTATION COUNCIL

By:

Printed Name

Title

Signature

Date

CONTRACTOR

By:

Printed Name

Title

Signature

Date

EXHIBIT A
Scope of Services

EXHIBIT B

Title VI Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes Contractors) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, through California Governor’s Office of Emergency Services, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the California Governor’s Office of Emergency Services to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the California Governor’s Office of Emergency Services, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the California Governor’s Office of Emergency Services may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the California Governor's Office of Emergency Services may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit C

Pertinent Non-Discrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).