MONROE CITY COUNCIL

Agenda Bill No. 20-004

SUBJECT:	***Authorize the Mayor to Sign a professional services contract with* Anne Pflug the sole proprietor of The Other Company and Karen Reed of Karen Reed Consulting, LLC. *not to exceed $51,000 for a municipal court assessment.***

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
01/14/2019	Municipal Court	Deborah Knight	Deborah Knight	Consent Agenda #4

Discussion: *01/14/2020;* 12/03/2019 and 10/01/2019 (Public Safety Committee)

Attachments:
1. *Contract for Services with Anne Pflug and Karen Reed*
2. *RFP Response from The Other Company*
3. *Request for Proposal for Court Assessment*

REQUESTED ACTION: *Authorize the Mayor to Sign a professional services contract with Anne Pflug the sole proprietor of the Other Company, and Karen Reed of Karen Reed Consulting, LLC. not to exceed $51,000 for a municipal court assessment; and expressly authorize further minor revisions to the extent deemed necessary or appropriate.*

POLICY CONSIDERATION

The City Council's 2019 strategic plan included a place holder for a "Monroe Court Strategic Plan". A court strategic plan begins with an assessment of court functions.

The Council Public Safety Committee reviewed the Request for Proposal on October 1, 2019 and the staff recommendation on December 3, 2019. Mayor Thomas and city staff received direction from the Public Safety Committee on December 3, 2019 to begin contract negotiations with the selected company to complete a court assessment.

The policy question for the city council is whether to amend the 2020 budget to award a professional services contract, not to exceed $51,000, with Anne Pflug and Karen Reed to assess four service provision options for the Monroe Municipal Court: continuing to operate a Monroe Municipal Court; adding community court and/or probation services to the Monroe court; contracting with Snohomish County/Evergreen District Court; or expanding the Monroe Municipal Court to provide contract services to Lake Stevens and Sultan.

DESCRIPTION/BACKGROUND

The City of Monroe formed a municipal court in 2014 under Chapter 3.50 RCW. Monroe Municipal Court is a court of limited jurisdiction. The Municipal Court judge is authorized by Washington State statute to preside over criminal misdemeanors, gross misdemeanors, traffic infractions and other City of Monroe Code violations. The Court is in session on Tuesday, Wednesdays, and Fridays.

The court has been in operation for five years under Judge Mara Rozzano. Pam Haley has served as the Court Administrator along with a full time court clerk and two part-time security officers.

The city contracts for prosecution and public defense services. The city does not have a separate probation department. Probation is handled by the court administrator and Judge.

In 2018, the City of Monroe filed a total of 2,742 cases with Monroe Municipal Court, 2,033 civil infractions, 183 traffic misdemeanors, 451 non traffic misdemeanors, 1 civil protection order, and 74 parking infractions. In 2018 the Monroe Municipal Court Judge signed 111 search warrants.

Judge Rozzano resigned effective December 1, 2019. The city is interviewing to fill the position. The selected candidate is expected to be appointed by the Mayor in February.

In 2019, the cities of Lake Stevens and Sultan approached the City of Monroe about contracting with the city for court services. The City of Lake Stevens currently contracts with the Marysville Municipal Court. The City of Sultan receives services from the East County District Court in Monroe. Both agencies would like increased levels of service

The change in court leadership and interest from Lake Stevens and Sultan in contracting with the City of Monroe for court services provides an opportunity to evaluate program strategies to improve existing court outcomes and alternative service provision models available to the parties for adult infraction and misdemeanor court and probation services.

In October of 2019, the City of Monroe issued a Request for Proposal (RFP) for a court assessment (Attachment 2). The city received three proposals.

A team representing Monroe, Lake Stevens and Sultan interviewed all three proposers and recommends retaining Anne Pflug the sole proprietor of the Other Company and Karen Reed of Karen Reed Consulting, LLC.

Ms. Pflug and Ms. Reed have teamed together to assess the Monroe Municipal Court. Mr. Reed and Ms. Pflug have worked together on similar projects in the past for other municipalities. Recently Ms. Pflug has completed court assessments for the cities of Port Angeles and Sequim, Clallam County, City of Bothell, and City of Ellensburg.

The proposed scope of work includes:

- Assessment of the Monroe Municipal Court including current and projected case-loads, staffing needs; work methods, programs; current facilities, future requirements; and a menu of potential program changes that can improve productivity and/or desired outcomes.
- Assessment of the court needs of the cities of Lake Stevens and Sultan including court and customer service requirements; current and projected court cases; implications of court service changes; and implications for capacity of the Monroe court facilities and technologies.
- Financial, direct and indirect service and criminal justice outcomes, and impact comparisons of court service alternatives including expanding the Monroe Municipal Court (MMC) to provide services to Lake Stevens and Sultan; Court and probation service proposal from Evergreen District court (if provided); modifying the MMC to provide diversion court and/or probation services; continuing current levels of services, discussion of recommendations and next steps.

IMPACT – BUDGET
Total cost for this contract is $51,000, of which 33% ($16,830) will be recovered through an Interlocal agreement (see next paragraph). The 2020 Budget will need to be amended with the first amendment of the year to include funding for the proposed municipal court assessment and the anticipated Interlocal reimbursement amount. The amendment will be funded by the 2019 construction sales taxes carryover that came in $371,027 higher than anticipated.

Under the terms of the proposed Interlocal Agency Agreement with the cities of Lake Stevens and Sultan, the City of Monroe will be responsible for two-thirds (67%) of the contract cost approximately $34,170. Lake Stevens and Sultan will share the remaining third (33%) of the cost approximately $16,830.

TIME CONSTRAINTS
There is no time constraint to begin this project. This is a council policy decision. However, the consultants note the contract should be in place by the end of January 2020 in order to have information available by June 2020 to make informed decisions on the municipal court for the 2021-2022 budget deliberations.

ALTERNATIVES TO REQUESTED ACTION
The city council can choose to postpone taking action on the Municipal Court assessment until a later date. This action would result in delaying receipt of information about alternatives to the current court system.

The city council may have questions or concerns about the scope of work. The council could direct the public safety committee to reevaluate the scope of work and return to the city council with a recommendation. This action would result in delaying receipt of information about alternatives to the current court system.

The city council may have questions or concerns about the scope of work or interlocal agency agreement with the cities of Lake Stevens and Sultan. The city council could choose to evaluate the municipal court without considering whether to evaluate contracting to provide court services to other cities. This would reduce the cost of the contract but would also eliminate funding from Lake Stevens and Sultan to evaluate this alternative.

CONSULTANTS AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER 1 Municipal Court Assessment	**WORK DESCRIPTION** 2
CONSULTANTS 3 The Other Company, a sole proprietorship of Anne Pflug; and Karen Reed Consulting, LLC, owned by Karen Reed	**CONSULTANTS' CONTACT NAME, AND TELEPHONE NO.** 4 The Other Company Anne Pflug 790 Fields Road Ellensburg, WA 98926 Phone: 509-925-2608 Cell: 425-785-8557 E-mail: AnnePflug@gmail.com Karen Reed Karen Reed Consulting LLC 4951 SW Forney St. Seattle, WA 98116 Phone: (206) 932-5063 Cell: (206) 948-3556 Email: kreedconsult@comcast.net
FEDERAL I.D. NO. 5	**BUDGET OR FUNDING SOURCE** 6
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7 Deborah Knight City of Monroe dknight@monroewa.gov 360-794-7400	**MAXIMUM AMOUNT PAYABLE, IF ANY** 8 $51,000
COMPLETION DATE 9 December 31, 2020	10

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THIS AGREEMENT is entered into on January 14, 2020 between the City of Monroe, Washington, hereinafter called "the CITY", and the above persons, firms or organizations, hereinafter each referred to as a “CONSULTANT” and collectively called "the CONSULTANTS".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of the CONSULTANTS to provide the necessary services for the project; and

WHEREAS, the CONSULTANTS have represented to the CITY that the CONSULTANTS are in compliance with the professional registration statutes of the State of Washington, if applicable, and have signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of CONSULTANTS - Scope of Work. The CITY hereby retains the CONSULTANTS to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANTS shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANTS shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANTS shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANTS, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANTS, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANTS. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANTS shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANTS shall be entitled to invoice the CITY no more frequently than once

per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANTS agree to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANTS shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANTS and appearing therein when required to do so by the CITY. The CONSULTANTS shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANTS shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANTS must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANTS shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANTS under this agreement shall become the property of the CITY upon payment of the CONSULTANTS' fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall

be at the CITY'S risk unless such use is agreed to by the CONSULTANTS. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits.

7. Independent Contractor. The CONSULTANTS are each independent contractors for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANTS, or any employee of the CONSULTANTS, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANTS which may arise as an incident of the CONSULTANTS performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANTS.

8. Indemnity. Each CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of that CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: Each CONSULTANT'S obligations to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT'S liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT'S negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes each CONSULTANT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANTS' obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

The provisions of this section shall survive the expiration or termination of this agreement.

9. Insurance. Each CONSULTANT shall separately procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by that CONSULTANT, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Each CONSULTANT shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT'S Commercial General Liability insurance policy with respect to the work performed for the CITY using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability Professional liability insurance appropriate to the CONSULTANT'S profession.

B. Minimum Amounts of Insurance

Each CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANTS as to the insurance necessary to protect the CONSULTANTS' interests and any decision by the CONSULTANTS to carry or not carry insurance amounts in excess of the above is solely that of each CONSULTANT.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANTS shall each submit certificates of insurance to the CITY evidencing the coverages specified above, together with an additional

insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

Each CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

The CONSULTANTS' insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANTS' insurance and shall not contribute with it.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. No Limitation.

The CONSULTANTS' maintenance of insurance as required by this agreement shall not be construed to limit the liability of each CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or equity.

G. Failure to Maintain Insurance.

Failure on the part of each CONSULTANT to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to the CONSULTANT to correct the breach, immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

H. City Full Availability of CONSULTANT Limits.

If the CONSULTANTS maintains higher insurance limits than the minimums shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANTS, irrespective of whether such limits maintained by the CONSULTANTS are greater than those required by this agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANTS.

10. Records Retention and Disclosure. Each CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the

CONSULTANT is retained. The CONSULTANTS shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANTS. Upon request, the CONSULTANTS will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANTS, but the CONSULTANTS may charge the CITY for copies requested for any other purpose. The CONSULTANTS shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, each CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANTS shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANTS' failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the responsible CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

The provisions of this section shall survive the expiration or termination of this agreement.

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANTS, for providing any necessary information for and direction of the CONSULTANTS' work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANTS shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering each CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANTS' obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-23), the terms of Sections 1-23 shall prevail. Any limitations on liability and

indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANTS. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANTS, a final payment shall be made to the CONSULTANTS for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANTS of the notice to terminate. In the event that services of the CONSULTANTS are terminated by the CITY for fault on part of the CONSULTANTS, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANTS in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANTS agree not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANTS understand that if they violates this provision, this agreement may be terminated by the CITY and that the CONSULTANTS may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANTS may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANTS for any breach of the agreement by the CONSULTANTS, or for failure of the CONSULTANTS to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the Snohomish County Superior Court. The substantially prevailing party in any such

litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. Each CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANTS.

20. Code of Ethics. The CONSULTANTS and all subconsultants/subcontractors shall also comply with the Monroe Code of Ethics (Exhibit E), Chapter 2.52 MMC. Any violation of Chapter 2.52 MMC by the CONSULTANTS or any of their subconsultants/subcontractors shall be considered a material breach of this Agreement.

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANTS, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

22. Legal Compliance. In the performance of work under this agreement, the CONSULTANTS shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANTS' business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.

23. Risk of Loss. Each CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANTS' own risk, and the CONSULTANTS shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

_____

By:_____

Title:_____

CONSULTANT:

_____

By:_____

Title:_____

CITY OF MONROE:

_____
Geoffrey Thomas, City Mayor

ATTEST/AUTHENTICATED:

_____

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EXHIBIT A

SCOPE OF WORK

I. Purpose of Consulting Contract

The purpose of the contract work desired by the City of Monroe, Washington, on behalf of itself and the Cities of Lake Stevens and Sultan under a pending interlocal agreement between them, is to develop a graphic report that lays out and evaluates program strategies to improve existing court outcomes and alternative service provision models available to the parties for adult infraction and misdemeanor court and probation services. The cities are assessing four service provision options: continuing to operate a Monroe Municipal Court; adding community court and/or probation services to the Monroe court; contracting with Snohomish County/Evergreen District Court; or expanding the Monroe Municipal Court to provide contract services to Lake Stevens and Sultan.

II. Contract Approach

Graphic report

Using qualitative and quantitative data and analysis from existing financial data, site visits, interviews, internet sources, published documents and evidence-based research prepare a formal written report in electronic format for decision makers. The parties are the Other Company, a sole proprietorship of Anne Pflug; Karen Reed Consulting, LLC, owned by Karen Reed, and the City of Monroe one behalf of the three cities.

Data elements, assessment and evaluation

At a minimum, documentation and data will be collected from Monroe, Lake Stevens, Sultan, their existing contractors, the Washington State Office of the Administrator of the Courts, Snohomish County, Marysville and other relevant state agencies. Documentation of current and historical service and potential future strategies including at a minimum: contracting with the county for District Court services including probation, expanding the Monroe municipal court to contract with Lake Stevens and Sultan, continuing the existing stand-alone Monroe Municipal Court and modifying services to add community court and/or probation services.

Elements of the evaluation would include:

Assessment of Monroe Municipal Court:

- Historical, current and projected caseload
- Current and projected workload and staffing
- Customer service
- Current work methods, programs and criminal justice approach
- Capacity of current facilities and technology along with statement of future requirements.

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- Identification of a menu of potential program changes that can improve productivity and/or desired outcomes aligned with the city's desired criminal justice approach. These program changes should address community needs and the city's interest in reducing criminal activity associated with homelessness, addiction, and behavioral health.

Assessment of the Court needs of Lake Stevens and Sultan:

- Historical, current and projected caseload
- Desired court and customer service requirements moving forward
- Implications for current and projected workload of court
- Implications of court service changes on the cost and operation of police, public defense, prosecution and jail services
- Implications for capacity of current Monroe facilities and technology

Financial, Direct and Indirect Service and Criminal Justice Outcomes Impact Comparison of Court Service Alternatives:

- Expand Monroe Municipal Court to provide contract services to Lake Stevens and Sultan
- Court and probation service proposal from Evergreen District Court (if received)
- Modifying Monroe Municipal court services to provide community court and/or probation services
- Continuing existing levels of service and providers
- Discussion of recommendations, next steps, implementation requirements and timeline

Interviews and Site Visits

On site, questionnaire based and/or phone interviews will be conducted with City and County officials and staff and additional stakeholders identified by the parties at the request of the consultant team. Jurisdictional interests including scope of service requirements, customer service expectations, service demand, cost limitations, funding and alternative cooperative arrangements will be explored in the interviews.

II. Products

The following products are anticipated:

1) A draft report for approval by the project coordinator in the form of a graphic report and any needed appendices that can be adapted for web publication and/or Power Point presentations to elected officials**.**

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2) A final graphic report. Final report in the form of a graphic report and any needed appendices delivered within 10 days from receipt of final comments on the draft from the project coordinator.

3) Three presentations to designated groups of the report's findings.

This project *does not* include additional or updated cost estimates of facility modification or construction, site planning, environmental or land use review, building design or preliminary planning.

The parties agree that two project/contract amendments may, in accordance with Section 21 of the agreement, be negotiated and implemented on or before the end of June 2020 (along with an appropriate contract price adjustment and time extension). Those amendments may include pricing/contract terms analysis for a joint contract between the cities and/or assistance in facilitating contract negotiations between service providers and the cities.

III. City Responsibilities

Monroe will provide at least one staff person to work with the consultant team to gather data, schedule interviews and arrange any interview logistics, provide introductory and any follow up material to interviewees and other logistical support.

The City will provide introductions of the consultant team and the study to interviewees and other appropriate county and city officials in Snohomish County and Marysville. **The City will request from Snohomish County within two weeks of consultant contract execution a cost estimate for providing District court and probation services to the cities.**

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EXHIBIT B

COMPLETION SCHEDULE

1. Kick off meeting (Confirm scope, study questions, basic information, data asks, interview list and schedule) – January 2020

2. On-site/phone/questionnaire interviews, follow up and data gathering (26 to 36 interviews) – January- February 2020

3. Potential and existing site visits, space plan analysis and data/photos – February-March 2020

4. Collection of quantitative data and analysis of data and interview material – March-April 2020

5. Draft Report – April-May 2020

6. Final Report – May-June 2020

7. Three presentations of report to groups designated by clients - 20 hours (includes preparation) April-June 2020

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EXHIBIT C

FEE SCHEDULE

The following cost and time estimate assumes that key data will be readily available from the cities, county, state and other relevant parties. It also assumes that Snohomish County provides a contract services cost estimate for District Court services in a timely manner.

- Kick off meeting (Confirm scope, study questions, basic information, data asks, interview list and schedule) – 6 hours total including prep
- On-site/phone/questionnaire interviews, follow up and data gathering (26 to 36 interviews) – 80 hours
- Potential and existing site visits, space plan analysis and data/photos – 24 hours
- Collection of quantitative data and analysis of data and interview material – 50 hours
- Draft Report - 35 hours
- Final Report – 8 hours
- Three presentations of report to groups designated by clients - 20 hours (includes preparation)
- Check in and project coordination - 25 hours

Total graphic report project hours 248 @ $200.00 per hour = $49,600 plus reimbursable expenses at city rates, insurance that meets city requirements and State custom data charges.

Hourly rate: $200.00 per hour

Reimbursable Expenses: Hotel expenses, when pre-approved by the City, shall be reimbursed at customary City rates. Any printing or other logistical costs will be billed at cost. There is no hourly or mileage charge for travel to and from Monroe or other locations for the project for Anne Pflug. Karen Reed will charge travel time for meetings when in excess of 1.5 hours per trip.

Billing: Anne Pflug (The Other Company) and Karen Reed (Reed Consulting) will be separately paid directly by the City based on joint project invoices submitted by the CONSULTANTS separately delineating services provided by each CONSULTANT. The CONSULTANTS agree that such separate delineation on said invoices shall represent the appropriate payment allocation as between each CONSULTANT. W-9's will be provided by the consultant team to the City.

EXHIBIT D

SUBCONSULTANTS LIST

None

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EXHIBIT E

MONROE CODE OF ETHICS

2.52.010 Purpose – Construction.
2.52.020 Definitions.
2.52.030 Award of contracts prohibited.
2.52.040 Board of ethics – Public officials.
2.52.050 Miscellaneous provisions.
2.52.060 Appeal – Penalties for violation.

2.52.010 Purpose – Construction.

The city of Monroe hereby adopts the code of ethics for municipal officers codified at Chapter 42.23 RCW, inclusive of any future amendments thereof. It is the city's specific intent that the ethical standards set forth at Chapter 42.23 RCW shall govern the conduct of municipal officers within the city of Monroe. Except as expressly provided in this chapter, the city disclaims any intent to impose substantive standards of conduct that are more stringent than or otherwise different from those set forth in Chapter 42.23 RCW with respect to the subject matter of said chapter. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.020 Definitions.

The following words and phrases as used in this chapter shall, unless the context clearly indicates otherwise, have the following meanings:

A. "Advisory opinion" means an opinion rendered by the board of ethics, based upon hypothetical circumstances, indicating how the board would rule on a matter having the same or sufficiently parallel facts, should an adversary proceeding develop.

B. "Hypothetical circumstances" means circumstances of fact framed in such a manner as to call for an opinion from the board based on a series of assumptions and not based on the known or alleged past or current conduct of a specific public official or employee that could be the basis of a complaint under MMC 2.52.040.

C. "Prima facie showing" means evidence which, standing alone and unexplained, would maintain the proposition and claimed violation of this chapter set forth in the complaint. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.030 Award of contracts prohibited.

Members of the city of Monroe, Washington, boards, commissions, and city staff are prohibited from being awarded contracts with the city. Exceptions to this rule are those covered by the CBA, RCW and WAC. This section was submitted to the Monroe city council as an initiative with enough required signatures to be submitted to the voters. The city council adopted the initiative as an ordinance as an alternative to placing on the ballot. Consequently, to the extent required by law, this subsection shall be construed as superseding any conflicting city requirements or requirements that otherwise operate to illegally amend the requirements of an initiative. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.040 Board of ethics – Public officials.

There is hereby created a board of ethics for city of Monroe public officials. The purpose of this board is to issue advisory opinions on the provisions of this code of ethics and to review and report to the city council on any alleged violations of the code of ethics, all as set forth below. The board shall also provide recommendations on amendments to the ethics ordinance, as directed by the city council:

A. Composition. The board of ethics shall be composed of five members. None of these may be a public official, city employee or immediate family of either. The mayor shall appoint the board members, with the confirmation of the city council. The board of ethics must be citizens of the United States and residents of the city they serve for at least one year before their appointment to the ethics board.

The regular term of office for members of the board of ethics shall be three years. Each member shall hold office until a successor is appointed and confirmed. Regular terms shall commence January 1st and end December 31st. Initial terms shall be staggered with two members appointed for terms beginning upon their appointment in 2004 and ending December 31, 2004; two members appointed for terms beginning upon their appointment and ending December 31, 2005; and one member appointed for a term beginning upon his or her appointment and ending December 31, 2006. After expiration of the initial terms, subsequent appointees shall serve a regular three-year term.

The board shall elect from its membership a presiding officer who shall be referred to as a chairman, chairwoman, or chairperson, as may be appropriate, who shall serve for a period of one year, unless reelected.
A majority of the board of ethics shall constitute a quorum. The board shall meet as frequently as it deems necessary, or at the request of the mayor or a quorum of the city council. The board shall adopt procedures governing the conduct of its meetings, hearings and the issuance of opinions.

B. Specific Complaint Against a Public Official.

1. Any person may submit a written complaint to the mayor or city administrator alleging one or more violations of this ethics code by a public official. The allegation shall set forth specific facts with precision and detail, sufficient for a determination of sufficiency by the board. The complaint shall also set forth the specific sections and subsections of this code that the facts violate, and the reasons why. Complaints should be signed by the person or persons submitting them and include the submitter's correct name, address at which mail may be personally delivered to the submitter, and the telephone number at which the submitter may be contacted.

2. The mayor or his/her designee shall inform the public official and the council of the complaint and shall submit the complaint to the board for determination of sufficiency of the complaint within twenty-four hours of its receipt. Voice mail, email or similar notification of the defendant is acceptable if actual notice is not immediately practicable. A copy of the complaint shall also be sent to the defendant by registered mail within three days of receipt. A complaint cannot be sufficient unless it precisely alleges and describes unjustified acts which constitute a prima facie showing of a violation of a specified provision or provisions of this code. The purpose of requiring that the complaint be sufficient is to ensure that the complaint is supported by identifiable facts, and to ensure that the complaint is not based on frivolous charges.

3. The complainant shall have the responsibility for proving the allegations in the complaint by a preponderance of the evidence.

4. Complaints shall be subject to a two-year statute of limitation. The limitations period shall commence from the date that information on completion of the alleged misconduct was reasonably available to the public.

5. Complaints may be amended as authorized by the decision-maker as justice requires; provided, that the time frames of the review process provide the defendant with a fair opportunity to respond.

6. All public officials and employees, excluding the alleged violator, shall observe strict confidentiality as to the complaint and alleged violator until the review is complete, to the extent that the information is acquired as a result of a person's status as a public official or employee. Confidentiality after completion shall be maintained unless the complaint or finding is released through a public disclosure request filed with the city attorney. City officials and employees may divulge information to the extent necessary to defend against inaccurate or misleading public information about their involvement in the complaint review process. The ethics board and/or city council may divulge information to the extent necessary to correct any inaccurate or misleading public information about the complaint review process. Any person who violates this subsection shall not be subject to criminal penalties; however, a violation of this subsection may result in disciplinary action against such person. The city council may remove a member of the board of ethics from the board if it determines that the member has violated this subsection.

7. The board shall hold a hearing for the purpose of determining sufficiency of written complaints. The board shall begin the hearing no later than twenty days after the complaint is received and shall conclude the hearing(s) no later than twenty-four days after it receives the complaint; provided, however, that the running of these time periods shall be tolled and the complaint proceedings shall be stayed in the event the board makes application to the city council for continuance of the proceedings. Such continuances

may only be granted by the city council when there is demonstrable and compelling reason(s) to do so, and may not exceed ten days. The board shall render a written report, setting forth its findings of sufficiency as to whether or not the individual against whom the complaint was filed may have violated the code of ethics.

8. The determination of sufficiency or insufficiency by the board is final and binding, and no administrative or other legal appeal is available. If the finding is one of sufficiency of the complaint, then the complaint shall be heard and reported as set forth below.

9. No report may be issued by the board, unless a person or entity complained against has had an opportunity to present information on his, her or its behalf at a hearing before the board.

10. A copy of the written report on sufficiency shall be delivered to the city council, person complained against, and the complaining party within ten days of conclusion of the hearing, unless a longer time period has been requested by the person complained against, and has been approved by the board or unless a longer time period has been requested by the board and has been approved by the city council.

11. In the event the written report provides that the board has found sufficiency in the allegations against whom the complaint has been filed, the matter shall be referred for hearing to the city's hearings examiner unless the defendant requests the matter be heard by the ethics board. (Hearings examiners will be rotated from a rotational roster maintained by the city and shall be licensed and practicing attorneys who are not residents of the city.)

a. Hearings by a hearings examiner or the ethics board must be held within twenty days of a finding of sufficiency unless an extension is requested, or granted, by the defendant. The hearing must be concluded within ten days of commencement of the hearing unless extended by the request or agreement of the defendant.

b. Findings of fact and conclusions and opinion of the hearings examiner or the ethics board must be received by the council no later than seven days after the conclusion of the hearing.

c. The complainant or defendant may request a subpoena for documentary evidence or the attendance of witnesses by making a written application to the mayor describing in detail the subject matter of the proposed subpoena and an explanation of why such information is reasonably necessary in order to conduct the hearing. The subpoena may be issued in the event the mayor determines the subpoena request is reasonable, relevant to the complaint and within the subpoena power of the city. The request for a subpoena shall be submitted to the mayor within two business days after the determination of sufficiency and the mayor shall have two business days to issue a decision. In the event the mayor denies the request or the complaint alleges a violation of the ethics code by the mayor, the defendant or complainant may request a decision from the city council. City council review shall be scheduled for the next regular city council business meeting or study session, unless an earlier special meeting is available. The commencement of the hearing on the merits shall be delayed until five days after the council makes a decision on whether to issue a subpoena.

12. In the event the final determination by either the hearings examiner or the ethics board provides that the individual against whom the complaint has been filed has violated the code of ethics, the council shall convene and render its decision within seven days of the receipt of said determination unless an extension is requested by the defendant and granted by council. In the event that the city council members agree by majority vote that one or more of the violations occurred, then as to the violations the city council may take any of the following actions by a majority vote of the council; provided, that penalties may only be based upon violations alleged in the complaint or amended complaint and not upon other violations discovered during the complaint process:

a. Admonition. An admonition shall be a verbal nonpublic statement made by the mayor to the individual.

b. Reprimand. A reprimand shall be administered to the individual by letter. The letter shall be approved by the city council and shall be signed by the mayor. If the individual objects to the content of such letter, he or she may file a request for review of the letter of reprimand with the city council. The city council shall review the letter of reprimand in light of the report and the request

for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review.

c. Censure. A censure shall be a written statement administered personally to the individual. The individual shall appear at a time and place directed by the city council to receive the censure. Notice shall be given at least twenty days before the scheduled appearance at which time a copy of the proposed censure shall be provided to the individual. Within five days of receipt of the notice, the individual may file a request for review of the content of the proposed censure with the city council. Such a request will stay the administration of the censure. The city council shall review the proposed censure in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review. If no such request is received, the censure shall be administered at the time and place set. It shall be given publicly, and the individual shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the individual appears as required.

d. Removal. In the event the individual against whom the complaint has been filed is a member of a city board, commission, committee, or other multi-member bodies appointed by the mayor with the approval of the city council, the city council may, by a majority vote, remove the individual from such board, commission or committee; provided, however, that nothing in this section authorizes the city council to remove a council member or the mayor from his or her office.

13. Proceedings by the board or the hearings examiner when they relate to action involving a person shall be made in executive session; however, upon request of the person involved, the proceeding shall be open to the public. The complaint, the determination of sufficiency or no sufficiency, and written report of the board or the hearings examiner shall be considered public records.

14. Action by the city council shall be by majority vote. If the proceeding involves a member of the city council, the member does not vote on any matter involving the member. As provided in RCW 35A.12.100, the mayor shall vote in the case of a tie, except if the action is against the mayor. Deliberation by the council may be in executive session; however, upon request of the person complained against, the meeting shall be open to the public.

15. A complaint cannot be sufficient unless it precisely alleges and describes unjustified acts, which constitute a prima facie showing of a violation of a specified provision or provisions of this code.

C. Specific Complaint Against a City Employee Official. In the event the individual against whom the complaint has been filed is a city employee, the city shall follow the appropriate discipline, through the employee's supervisor and/or department head, procedures as outlined in the appropriate bargaining agreement, employee handbook, civil service rules, and/or standard operating procedures. Employees also have the right to appeal through the court system as regulated by state and federal law.

D. Board Unavailability – Hearing Examiner Authority. In the event the ethics board is unable to perform any function designated under this section due to lack of a quorum or other reason, such function shall instead be performed by the hearing examiner who shall be governed by the board's procedures. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.080)

2.52.050 Miscellaneous provisions.

The board of ethics shall also render written opinions concerning the applicability of the code of ethics to hypothetical circumstances or situations upon the request of the mayor or any council member. Requests for opinions from the public must be approved by either the mayor or a majority vote of council.

The city shall release copies of any written report resulting from a review of a complaint and any written censures or reprimands issued by the city council in response to public records requests as consistent with Chapter 42.56 RCW and any other applicable public disclosure laws.

The mayor shall provide staff, as he or she deems appropriate, to assist the board of ethics.
Board members shall be reimbursed by the city for reasonable expenses incurred in their exercise of the official business of the board, consistent with the expense reimbursement policies of the city.

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The city clerk shall cause a copy of this code of ethics to be distributed to every public officer of the city within thirty days after enactment of the ordinance codified in this chapter. The ordinance codified in this chapter will also be made available on the city's web page and hard copies will be made available upon request. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.090)

2.52.060 Appeal – Penalties for violation.

Appeal of a decision of the board of ethics that the code of ethics has been violated, or a decision of the city council as to an admonition, reprimand, censure, or removal, may be filed with the Snohomish County superior court, Washington State. Any person who files with the ethics board a false charge of misconduct on the part of any public official or public employee when the person knows it is false shall be guilty of a misdemeanor. In addition to criminal penalties, violators shall pay a civil penalty of five hundred dollars, or three times the economic value of anything received in violation of this chapter, whichever is greater. Any monetary penalty assessed civilly shall be placed in the city's general fund. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.100)

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Proposal
City of Monroe Washington
Court Services Study 2019

I. Purpose of Consulting Contract

The purpose of the contract work desired by the City of Monroe, Washington is to develop a graphic report that lays out and evaluates available alternatives for its infraction and misdemeanor court and probation service. City of Monroe is assessing three options: continuing to operate its own Municipal Court, joining the Snohomish County/Evergreen District Court or forming a joint court with other cities.

II. Contract Approach

Graphic report

Using site visits, interviews, internet sources, published documents and analysis of available data prepare a formal written report in electronic format for decision makers. The graphic report will be submitted through the project coordinator by the end of April 2020 assuming contract execution at the beginning of December 2019. The parties are the Other Company, a sole proprietorship of Anne Pflug, Karen Reed Consulting, LLC, owned by Karen Reed, and the City of Monroe.

Data elements and analysis
At a minimum, documentation and data will be collected from Monroe, its contractors, the Washington State Office of the Administrator of the Courts, Snohomish County and other relevant state agencies. Documentation of historical service and potential future strategies including at a minimum: contracting with the county for District Court services including probation, creating a joint municipal court with one or more cities in Snohomish County and the existing stand-alone Monroe Municipal Court. Current and future capacity, caseload demand and facility requirements would be explored, along with financial, legal, customer service and criminal justice implications for each option at a high level. Appropriate service models, demand management strategies, benchmarks and best practices would be gathered from available sources.

Interviews and Site Visit
On site and/or phone interviews will be conducted with City and County officials and staff and any additional stakeholders identified by the parties. Jurisdictional interests including scope of service requirements, customer service expectations, service demand, cost limitations, funding and alternative cooperative arrangements will be explored in the interviews. The City has an interest in exploring probation and/or community court services.

Analysis and alternatives
Using the data, interviews and service requirements of the City, as outlined above, a graphic report in a format suitable for presentation and publication will be developed that includes alternatives available for consideration by decision-makers and:

- Identification of the current and estimated future demand and capacity for infraction and misdemeanor services for Monroe and the combined parties
- Statements of existing and alternative infraction and misdemeanor service program scope, service area and demand management strategies
- Statement of future facility requirements, including size and assumptions for each identified alternative
- Discussion of the cost and funding of each court alternative
- Discussion of local control; customer service; criminal justice system cost, efficiency and effectiveness; and level of service implications of each alternative
- Discussion of recommendations, next steps, implementation requirements and timeline.

II. Products

The following products are anticipated:

1) A draft graphic report for approval by the project coordinator in the form of a graphic report (MS Publisher) and any needed appendices that can be adapted for web publication and/or Power Point presentation**.**
2) A final graphic report. Final graphic report in the form of a graphic report and any needed appendices delivered within 10 days from receipt of final comments on the draft from the project coordinator.
3) Three presentations to designated groups of the report's findings.

This project *does not* include additional or updated cost estimates of facility modification or construction or site planning, environmental or land use review, building design or preliminary planning.

Project would commence in early December 2019 and be completed by the end of April 2020. The project will require five months to complete and the timeline can be adjusted to meet the city's needs. A later start will need to adjust for holiday break.

III. City Responsibilities

In order to reduce contract cost, the City would provide at least one staff person to work with the consultant team to gather data, schedule interviews and arrange any interview logistics, provide introductory and any follow up material to interviewees and other logistical support that would allow the City to keep costs of the study down.

The City would provide introductions of the consultant team and the study to interviewees and other appropriate county and city officials in Snohomish County. The City would also be responsible for determining, which, if any, other cities in the County would consider participation in a joint municipal court arrangement. This information would be available to the consultant within two weeks of the study's start date.

Access to the City's Attorney, at the City's expense, may be necessary in order to interpret the terms of state law and/or contracts for the purpose of the study.

The City would cover travel expenses for hotel and meals at city rates. No mileage will be charged. Karen Reed will charge at her regular hourly rate for travel time in excess of 1.5 hours per trip.

IV. Consultant Hours and Cost Estimate

- Kick off meeting (Confirm scope, study questions, basic information and schedule) – 2 hours on site plus 1 hour travel time and 3 hours prep
- On-site/phone interviews, follow up and data gathering (15 to 22 interviews) – 45 hours
- Potential and existing site visits and data/photos (two to three) – 12 hours including travel time
- Collection of quantitative data and analysis of data and interview material - 30 hours
- Draft Report - 25 hours
- Final Report – 6 hours
- Three presentations of report - 20 hours (includes preparation, travel time)
- Check in and project coordination - 10 hours

Total graphic report project hours @ $200.00 per hour = $30,800 plus reimbursable expenses and State custom data costs.

V. Proposed Contract Terms

Hourly rate: $200.00 per hour

Reimbursable Expenses: Hotel expenses at customary City rates. Any printing or other logistical costs will be billed at cost. There is no hourly or mileage charge for travel to and from Monroe or other locations for the project for Anne Pflug. Karen Reed will charge travel time for meetings when in excess of 1.5 hours per trip.

Billing: The city contract coordinator will be billed **monthly** for costs to date. Anne Pflug (The Other Company) and Karen Reed (Reed Consulting) will be separately paid directly by the City based on joint project invoices delineating services provided by each. W-9's will be provided by the consultants to the City.

Contract administrator: The city designates _____ as the contract coordinator. The City Administrator's office will assign an individual to work with the consultant throughout the project and provide any needed guidance, feedback and support as defined below.

Contract Coordinator Support: When interviews and meetings are required then a staff person would be assigned to make introductions to stakeholders as needed, gather

documents, coordinate meetings and make appointments so that the city is not charged for those tasks at the consultant's hourly rate. Assistance from an attorney providing general legal counsel to the City may also be required. Assistance from a City staff member(s) knowledgeable about the existing contract(s), budget and monthly revenue and expenditure receipts would be used to gather appropriate data.

VI. Contractor Contact Information

The Other Company
Anne Pflug
790 Fields Road
Ellensburg, WA 98926

Phone: 509-925-2608
Cell: 425-785-8557
E-mail: AnnePflug@gmail.com

Karen Reed
Karen Reed Consulting LLC
4951 SW Forney St.
Seattle, WA 98116

Phone: (206) 932-5063
Cell: (206) 948-3556
Email: kreedconsult@comcast.net

Specific Responses to RFP Requirements

1) Cover Letter –
   E-mail conveying our proposal.
2) Proposal Summary
   See above.
3) Acceptance of Terms and Conditions –
   Terms and conditions appear to be typical standard and are acceptable with the potential exception of insurance requirements which would need to be discussed in more detail given the scale and scope of the contemplated study. Any insurance requirements beyond typical standard that require additional insurance coverage would result in an additional direct cost to the city as part of the contract.
4) Scope of Services –
   See Proposal above.
5) Price Proposal –
   See Section V above. Changes in scope would be negotiated and may effect price proposal.
6) Three Customer References of Similar Scope and Size –
   Jennifer Phillips
   City Manager City of Bothell

'Jennifer Phillips' <jennifer.phillips@bothellwa.gov>

Charlie Bush
City Manager City of Sequim
Charlie Bush cbush@sequimwa.gov

Adam Lincoln
City Administrator City of Pullman
Lincoln, Adam adam.lincoln@pullman-wa.gov

7) Key Project Staff Background Information –

Anne Pflug is retired after 30 years of service in local and state government. She currently teaches public management topics part time at Central Washington University in her home town of Ellensburg and at the University of Washington Evans School of Public Policy. She has served in local government as a City Manager, City Administrator, Finance Director and Planning Director. She has also served state government as a public policy research manager advising the legislature and governor's office. She has worked with the legislative branch throughout her career starting as an intern in the Governor's Office in Olympia and later participating in over 1,000 city and county council meetings.

Ms Pflug has worked in local government management positions in Washington and Oregon including the communities of Bothell, Kirkland, Bellevue, Poulsbo, Shoreline, Springfield and two regional service providers. She has taught, conducted research and facilitated intergovernmental agreements in eastern and western Washington on many subjects including criminal justice, courts, growth management, county governance, public infrastructure and city/county finance. She currently serves as a senior advisor to City and County Managers for the International City County Management Association.

Ms. Pflug holds a M.B.A. in Management and Finance from Seattle University and a BA with an emphasis in community planning from The Evergreen State College.

Karen Reed has worked with cities, counties and other local governments in Washington for over 30 years. Her consulting practice focuses on public process facilitation, strategic planning, and facilitating the development of interlocal agreements among multiple government agencies. Karen began her career practicing municipal law in Seattle. She then moved to the City of Bellevue where she worked as Assistant City Manager handling the city's intergovernmental work for several years. She later worked in King County leading a major restructuring of the parks division and budget policy work. She launched her consulting practice in 2003.

Karen's recent projects include completion of a court options study for the City of Bothell, facilitating the merger of the two 911 dispatch agencies in Snohomish County (SNOCOM and SNOPAC), and facilitating creation of a regional fire authority combining the Lynnwood Fire Department and Snohomish County Fire District 1.

Karen has an undergraduate degree in economics and public policy from Pomona College and J.D. from Stanford University.

8) At least two example reports -- provided to City on 9.24.2019 by separate email from Anne Pflug (Sequim and Bothell)

Preliminary Interviewee List

Name	Title	Meeting Place	Phone	E-mail
Sultan Lake Stevens	Group meeting – Elected or appointed Official Representative(s) – Snohomish County Cities with potential interest in joint court			
	Group meeting -- Police chiefs and staff of cities with interest in joint court			
	Mayor and/or other Council representatives – City of Monroe			
Deborah Knight	City Administrator —City of Monroe			
	Municipal Court Judge and staff			
	Evergreen District Court Judges			
	District Court Administrator – including site visit to existing courtrooms and offices in Munroe and discussion of consolidation in Everett building (2016 study)			
	Evergreen District Court Probation			
	Munroe Public Defense contractor			
	Munroe Prosecutor contractor			
	Monroe Finance Department for Actual expense and revenue data			
	Police Chief (and other staff desired by Chief to discuss jail and police data)			
	City Attorney			

	Monroe staff member with knowledge about City Facilities and facility costs			
	Interview City of Snohomish regarding District Court services in Evergreen Division			
	Snohomish County Sheriff's Office – Jail Administrator and other staff			
	Snohomish County – group meeting Budget/Finance/Auditor/Treasurer			
	Snohomish County lead negotiator on County District Court Contract			

City of Monroe
Request for Proposal

Municipal Court Assessment

Issue Date: October 7, 2019
Due Date: October 22, 2019

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Monroe, Washington, for:

Municipal Court Assessment

Proposals received later than **4:00 PM, Tuesday, October 22, 2019 may not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at www.monroewa.gov/bids Call 360-794-7400 if you are unable to access RFP documents online.

The City of Monroe reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The City requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Monroe further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, a Service Provider ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; disabilities; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this 7th day of October, 2019

General RFP Information

Introduction and Background

The City of Monroe is looking to hire a consultant to help with a Municipal Court Assessment.

THE CITY OF MONROE

The City of Monroe (population 19,000), incorporated in 1902 is located in western Washington at the confluence of United States Route 2, State Route 522 and State Route 203 in Snohomish County. The City is a non-charter code city operating according to Chapter 35A.12 RCW Mayor-Council (Ord. 022/2004; Ord. 794, 1985).

The City of Monroe Municipal Court was established in 2014. The Monroe Municipal Court is located within the City Hall building. Court personnel include a Municipal Court Judge, retained under an employment contract and working approximately 24 hours per week; a full-time court administrator, a full-time court clerk, and 2 part time security officers. The city contracts for prosecution and public defense services. The city does not have a separate probation department. Probation is handled by the court administrator and Judge.

In 2018, the City of Monroe filed a total of 2,742 cases with Monroe Municipal Court, 2,033 civil infractions, 183 traffic misdemeanors, 451 non traffic misdemeanors, 1 civil protection order, and 74 parking infractions. In 2018 the Monroe Municipal Court Judge signed 111 search warrants.

Monroe Municipal Court is a court of limited jurisdiction. The Municipal Court judge is authorized by Washington State statute to preside over criminal misdemeanors, gross misdemeanors, traffic infractions and other City of Monroe Code violations. The Court has a monthly schedule as follows:

First and Third Tuesday:	Motions in limine and special set hearings.
Second and Fourth Tuesday:	Mitigation hearings and contested hearings.
Wednesdays:	Pretrial hearings, arraignments, review hearings and motions. Contested hearings with counsel and in custody video court.
Second and Fourth Friday:	Jury trials.
Fridays:	In custody video court

General RFP Information

Submittal Requirements

Proposals must be provided electronically. Proposals must be clear, succinct, and not to exceed 20 pages not including front and back, excluding any addendum attachments. Only complete submittals will be considered for evaluation. All proposals and attachments will become part of the public record. Proposal content must include the following:

1) Cover Letter
2) Proposal Summary
3) Acceptance of Terms and Conditions
4) Scope of Services
5) Price Proposal
6) Three Customer References of Similar Scope and Size
7) Key Project Staff Background Information

In addition to the above requirements, the vendor must provide at least two example reports from previous similar work. Sensitive customer information may be redacted if necessary.

Objective

Assessment and evaluation of the Municipal Court needs including work, staffing, and budget required to support:

- The city's criminal justice approach and strategies the city wishes to pursue through the criminal justice system – e.g. punishment vs. "restorative justice". This may include analysis of specialized courts such as community court, drug court, and mental health court.
- How do police services, prosecution, public defense, and detention work together to achieve community goals.
- Court services and operations. The assessment would identify current best practices and implementation strategies to manage court caseloads.
- Court facilities including space, technology, security, governance, and training that can reduce operating costs and/or improve efficiency.
- Strategies and funding to achieve desired policing and justice outcomes for the community that align with the city's efforts to reduce criminal activity associated with homelessness, addiction, and behavioral health issues.
- Evaluate fixed and variables costs, advantages/disadvantages of scale, facility needs, and contracting alternatives if the city were to provide court services to other communities.
- Other goals and how those goals could be incorporated into the city council's six-year strategic plan.

General RFP Information

Requested Services

Services include any tasks necessary to produce the requested deliverables. Specific areas of interest include (but are not necessarily limited to) the following:

- Assessment of customer satisfaction, to include interviews with a wide range of internal and external stakeholders.
- Assessment of the Municipal Court organizational structure and staffing.
- Assessment of the past, current caseload, and projected caseloads.
- A capability/maturity assessment for processes and skills. This should include recommendations for how to be more productive with the available (people, skill sets, process, and technology) with the needs of Court operations.
- Evaluation of feasibility and costs of expanding court services to include probation department and/or a community court or to provide court services to other communities.

Deliverables

Deliverables will include (but may not be limited to):

- A six year Court strategic plan with capital and operating funding estimates.
- Strength, weaknesses, and risk analysis
- A list of opportunities for improvement
- An analysis of current work load of what work should be possible with the existing staff as well as options, if any, for changes in staffing levels and/or organization structure.
- Recommendations and a high-level roadmap
- A final document suitable for posting on the Internet, including a Microsoft Word version.
- At least two presentations (one to Public Safety Committee and one to the City Council).

Desired Qualifications

We are looking for a consultant (or team) that:

- Has significant experience with Municipal Courts from similar-sized cities.
- Has deep enough experience to create tactical plans and to cost projects

RFP OFFICIAL CONTACT

Upon release of this RFP, all vendor communications concerning the overall RFP should be directed to the individual listed below. Unauthorized contact regarding this

General RFP Information

RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Vendors should rely only on written statements issued by the HR Director.

Name: Ben Warthan

Address: City of Monroe
806 W. Main St
Monroe, Washington 98272

E-mail: bwarthan@monroewa.gov

PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

Note: The City reserves the right to adjust this schedule as necessary.

Milestone	Date
Release RFP to vendors	October 10, 2019
Proposal responses due	October 22, 2019
Vendor Interviews will be completed by	November 5, 2019
Vendor selection	November 19, 2019

COOPERATIVE PURCHASING

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Monroe may purchase from City of Monroe contracts, provided that the supplier agrees to participate. The City of Monroe does not accept any responsibility for purchase orders issued by other public agencies.

General RFP Information

PROPOSAL PREPARATION

General Information

It is important that all bidders read this section carefully. Failure to comply with instructions may result in your proposal being removed from consideration by the City.

PROPOSAL SUBMISSION

The following provides specific instructions for submitting your proposal.

Due Date:	***Proposals must be received by the Human Resources Director no later than October 24, 2019 at 4:00 p.m. (Pacific Time).*** Late proposals may not be accepted. Proposals sent by email must be time stamped as received by 4:00 p.m. **Emailed proposals must be in either MS Word or PDF format and not exceed 20 MB.** All proposals and accompanying documentation will become the property of the City and will not be returned.
Number of Copies:	An electronic copy of the vendor's proposal, in its entirety, must be received as specified above. The City will **not** accept facsimile. No physical copy is required. Vendors may choose to submit a physical copy in addition to an email copy, and if they choose to do so, the physical copy must arrive no later than 4:00 PM on the day that proposals are due and the electronic copy must still be emailed from the vendor to the city at the address given below.
Email Address for Submission:	bwarthan@monroewa.gov **(Emailed submittals are to be sent only to this address. Copies should not be emailed directly to other City staff.)**

EVALUATION PROCEDURES

The HR Director and other staff will evaluate the submitted proposals.

The evaluators will consider how well the vendor's proposed methodology and deliverables meet the needs of the City. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help the City select the vendor with the best

combination of attributes, including price, based on the evaluation factors. The City anticipates that it will request that a subset of finalist vendors make a presentation to a selection team. The finalist team must include key project staff members identified in the proposal.

Additional Terms

RFP AMENDMENTS

The City reserves the right to change the schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

VENDOR'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the City.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

PROPOSAL VAILIDITY PERIOD

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful vendor.

CITY TAXATION

The contractor awarded said contract will be required to purchase a City of Monroe Business License.

PUBLIC RECORDS

Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials submitted to the City by the Consultant in response to this request for proposals, shall be subject to the disclosure provisions of the Washington Public Records Act, Chapter 42.56 RCW, and Washington State Retention Schedules.

CONTRACT AWARD AND EXECUTION

- The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.
- The general conditions and specifications of the RFP and as proposed by the City and the successful vendor's response, as amended by agreements between the City and the vendor, will become part of the contract documents. Additionally, the City will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.
- The vendor selected as the apparently successful vendor will be expected to enter into a contract with the City.
- If the selected vendor fails to sign the contract within fourteen (14) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next-highest-ranked vendor.
- No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

Indemnification / Hold Harmless

Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written as least as broad as Insurance Services Office (ISO) form CA 00 01.

Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General

Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.

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

Technology Errors & Omissions (E&O)

Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of Public Entity confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Public Entity, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Public Entity data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the Public Entity or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

Technology Errors & Omissions (E&O) shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

Network Security (Cyber) and Privacy Insurance shall be written with limits no less than $1,000.000 per claim $1,000,000 policy aggregate for network security and privacy coverage, $100,000 per claim for regulatory action (fines and penalties), and $100,000 per claim for event management services.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

The Consultant shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

H. Notice of Cancellation

The Consultant shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

J. Public Entity Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such

limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished the Public Entity evidences limits of liability lower than those maintained by the Consultant.

K. Safeguarding of Personal Information

The Consultant shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Consultant agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

The Consultant shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

The Consultant shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

The Consultant and its sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of Public Entity or as otherwise authorized by law.

The Consultant agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

The Consultant shall make the Personal Information available to amend as directed by Public Entity and incorporate any amendments into all the copies maintained by the Consultant or its subcontractors. Consultant shall certify its return or destruction upon expiration or termination of the Agreement and the Consultant shall retain no copies. If Consultant and Public Entity mutually determine that return or destruction is not feasible, the Consultant shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

The Consultant shall notify Public Entity in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Consultant shall take necessary steps to mitigate the harmful effects of such use or disclosure. Consultant is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by Public Entity. Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

EQUAL OPPORTUNITY COMPLIANCE

The City is an equal opportunity employer and requires all Proposers to comply with policies and regulations concerning equal opportunity.

The Proposer, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, or physical handicap.

OTHER COMPLIANCE REQUIREMENTS

In addition to nondiscrimination and equal opportunity compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

OWNERSHIP OF DOCUMENTS

Any reports, studies, conclusions, and summaries prepared by the Proposer shall become the property of the City.

CONFIDENTIALITY OF INFORMATION

All information and data furnished to the Proposer by the City, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

1. The Vendor shall not directly or indirectly permit or assist any person or entity to take any action which the Vendor would be barred by this Agreement from taking directly.

2. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

CITY OF MONROE

_____
<Company Name>

By:_____ By:_____

Its:_____ Its:_____

Attachment: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS IS A **SAMPLE** OF THE CITY'S TEMPLATE PROFESSIONAL SERVICES AGREEMENT – PLEASE DO NOT SIGN THIS SAMPLE VERSION. A FINAL CONTRACT FORM WILL BE PROVIDED TOTHE SUCCESSFUL VENDOR.

CONSULTANT AGREEMENT

PROJECT TITLE AND IDENTIFICATION NUMBER 1	**WORK DESCRIPTION** 2
CONSULTANT 3	**CONSULTANT CONTACT NAME, AND TELEPHONE NO.** 4
FEDERAL I.D. NO. 5	**BUDGET OR FUNDING SOURCE** 6
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7	**MAXIMUM AMOUNT PAYABLE, IF ANY** 8
COMPLETION DATE 9	10 ☐ Lump Sum ☐ Cost Plus a Fixed Fee ☐ Schedule Rate/Time and Materials ☐ Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on _____, 2019 between the City of Monroe, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the

CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to

pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The CONSULTANT's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANT's obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

The provisions of this section shall survive the expiration or termination of this agreement.

9. Insurance. The CONSULTANT shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability Professional liability insurance appropriate to the CONSULTANT's profession.

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

The CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

The CONSULTANT's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. No Limitation.

The CONSULTANT's maintenance of insurance as required by this agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or equity.

G. Failure to Maintain Insurance.

Failure on the part of the CONSULTANT to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to the CONSULTANT to correct the breach, immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

H. City Full Availability of Consultant Limits.

If the CONSULTANT maintains higher insurance limits than the minimums shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related

to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

The provisions of this section shall survive the expiration or termination of this agreement.

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-24), the terms of Sections 1-24 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination,

the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the Snohomish County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. Code of Ethics. The CONSULTANT and all subconsultants/subcontractors shall also comply with the Monroe Code of Ethics (Exhibit E), Chapter 2.52 MMC. Any violation of Chapter 2.52 MMC by the CONSULTANT or any of its subconsultants/subcontractors shall be considered a material breach of this Agreement.

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or

agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

22. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.

23. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

24. Confidentiality; Nondisclosure.

A. The parties mutually acknowledge that, in order to complete the work and services specified in this agreement, the CONSULTANT will need to review and/or have access to certain sensitive, confidential information ("the Confidential Information") belonging to the CITY, the disclosure of which to third-parties could be injurious to the CITY and/or to the public interest. The Confidential Information includes without limitation the following: IP addresses, Network configurations, user names, computer names, policies and procedures, any other information pertaining to IT security; and any other information that the CITY has designated in writing to the CONSULTANT as Confidential Information.

B. The CONSULTANT shall strictly maintain, preserve and protect the confidentiality of the Confidential Information. Without limitation of the foregoing, and except as expressly authorized by the CITY in writing:

1. The CONSULTANT shall not disclose, or permit the disclosure of, the Confidential Information except to those persons employed by the CONSULTANT, or its affiliates or subsidiaries, who have reasonable need to review the Confidential Information under the terms of this agreement.

2. The CONSULTANT shall not disclose, or permit disclosure of, the Confidential Information to any other person or entity, and shall not challenge, infringe or permit or assist any other person or entity to disclose the Confidential Information or challenge or infringe any of the City's license rights, trade secrets, copyrights, trademarks or other rights respecting the Confidential Information.

3. The CONSULTANT shall not directly or indirectly: (i) provide, make, use or sell, or permit or assist any other person or entity to provide, make, use or sell

any services, devices or products incorporating any protected feature embodied in any of the Confidential Information; or (ii) apply for or seek to register, or otherwise attempt to create, establish or protect any patents, copyrights or trademarks with respect to any of the Confidential Information.

4. The CONSULTANT shall not make, or retain, any copies, drawings, diagrams, facsimiles, photographs, reproductions or other representations of any of the Confidential Information.

C. Upon written request by the CITY, CONSULTANT shall immediately return to the CITY any Confidential Information in its possession, including all copies thereof.

D. The provisions of this Section 24 do not restrict the CONSULTANT with respect to the use of information that is already legally in its possession, that is available to the CONSULTANT from other sources without violating this Section 24 or the intellectual property rights of the CITY or that is in the public domain. The provisions of this Section 24 also shall not restrict the CONSULTANT from providing, making, using or selling services, devices or other products so long as the CONSULTANT does not: (i) breach this agreement, including without limitation the provisions of this Section 24; (ii) does not violate the CITY's intellectual property rights; or (iii) utilize any of the Confidential Information in a manner prohibited by or otherwise inconsistent with the provisions of this Section 24.

E. The covenants in this Section 24 may be enforced: (i) by temporary, preliminary or permanent injunction without the necessity of a bond, and/or (ii) by specific performance. Such relief shall be in addition to and not in place of any other remedies, including but not limited to damages.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

_____

By:_____

Title:_____

CITY OF MONROE:

_____

Geoffrey Thomas, City Mayor

ATTEST/AUTHENTICATED:

_____

Elizabeth M. Adkisson, MMC, City Clerk

EXHIBIT A

SCOPE OF WORK

EXHIBIT B

COMPLETION SCHEDULE

EXHIBIT C

FEE SCHEDULE

EXHIBIT D

SUBCONSULTANT LIST

EXHIBIT E

MONROE CODE OF ETHICS

2.52.010 Purpose – Construction.
2.52.020 Definitions.
2.52.030 Award of contracts prohibited.
2.52.040 Board of ethics – Public officials.
2.52.050 Miscellaneous provisions.
2.52.060 Appeal – Penalties for violation.

2.52.010 Purpose – Construction.

The city of Monroe hereby adopts the code of ethics for municipal officers codified at Chapter 42.23 RCW, inclusive of any future amendments thereof. It is the city's specific intent that the ethical standards set forth at Chapter 42.23 RCW shall govern the conduct of municipal officers within the city of Monroe. Except as expressly provided in this chapter, the city disclaims any intent to impose substantive standards of conduct that are more stringent than or otherwise different from those set forth in Chapter 42.23 RCW with respect to the subject matter of said chapter. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.020 Definitions.

The following words and phrases as used in this chapter shall, unless the context clearly indicates otherwise, have the following meanings:

A. "Advisory opinion" means an opinion rendered by the board of ethics, based upon hypothetical circumstances, indicating how the board would rule on a matter having the same or sufficiently parallel facts, should an adversary proceeding develop.

B. "Hypothetical circumstances" means circumstances of fact framed in such a manner as to call for an opinion from the board based on a series of assumptions and not based on the known or alleged past or current conduct of a specific public official or employee that could be the basis of a complaint under MMC 2.52.040.

C. "Prima facie showing" means evidence which, standing alone and unexplained, would maintain the proposition and claimed violation of this chapter set forth in the complaint. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.030 Award of contracts prohibited.

Members of the city of Monroe, Washington, boards, commissions, and city staff are prohibited from being awarded contracts with the city. Exceptions to this rule are those covered by the CBA, RCW and WAC. This section was submitted to the Monroe city council as an initiative with enough required signatures to be submitted to the voters. The city council adopted the initiative as an ordinance as an alternative to placing on the ballot. Consequently, to the extent required by law, this subsection shall be construed as superseding any conflicting city requirements or requirements that otherwise operate to illegally amend the requirements of an initiative. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.040 Board of ethics – Public officials.

There is hereby created a board of ethics for city of Monroe public officials. The purpose of this board is to issue advisory opinions on the provisions of this code of ethics and to review and report to the city council on any alleged violations of the code of ethics, all as set forth below. The board shall also provide recommendations on amendments to the ethics ordinance, as directed by the city council:

A. Composition. The board of ethics shall be composed of five members. None of these may be a public official, city employee or immediate family of either. The mayor shall appoint the board members, with the confirmation of the city council. The board of ethics must be citizens of the United States and residents of the city they serve for at least one year before their appointment to the ethics board.

The regular term of office for members of the board of ethics shall be three years. Each member shall hold office until a successor is appointed and confirmed. Regular terms shall commence January 1st and end December 31st. Initial terms shall be staggered with two members appointed for terms beginning upon their appointment in 2004 and ending December 31, 2004; two members appointed for terms beginning upon their appointment and ending December 31, 2005; and one member appointed for a term beginning upon his or her appointment and ending December 31, 2006. After expiration of the initial terms, subsequent appointees shall serve a regular three-year term.

The board shall elect from its membership a presiding officer who shall be referred to as a chairman, chairwoman, or chairperson, as may be appropriate, who shall serve for a period of one year, unless reelected. A majority of the board of ethics shall constitute a quorum. The board shall meet as frequently as it deems necessary, or at the request of the mayor or a quorum of the city council. The board shall adopt procedures governing the conduct of its meetings, hearings and the issuance of opinions.

B. Specific Complaint Against a Public Official.

1. Any person may submit a written complaint to the mayor or city administrator alleging one or more violations of this ethics code by a public official. The allegation shall set forth specific facts with precision and detail, sufficient for a determination of sufficiency by the board. The complaint shall also set forth the specific sections and subsections of this code that the facts violate, and the reasons why. Complaints should be signed by the person or persons submitting them and include the submitter's correct name, address at which mail may be personally delivered to the submitter, and the telephone number at which the submitter may be contacted.

2. The mayor or his/her designee shall inform the public official and the council of the complaint and shall submit the complaint to the board for determination of sufficiency of the complaint within twenty-four hours of its receipt. Voice mail, email or similar notification of the defendant is acceptable if actual notice is not immediately practicable. A copy of the complaint shall also be sent to the defendant by registered mail within three days of receipt. A complaint cannot be sufficient unless it precisely alleges and describes unjustified acts which constitute a prima facie showing of a violation of a specified provision or provisions of this code. The purpose of requiring that the complaint be sufficient is to ensure that the complaint is supported by identifiable facts, and to ensure that the complaint is not based on frivolous charges.

3. The complainant shall have the responsibility for proving the allegations in the complaint by a preponderance of the evidence.

4. Complaints shall be subject to a two-year statute of limitation. The limitations period shall commence from the date that information on completion of the alleged misconduct was reasonably available to the public.

5. Complaints may be amended as authorized by the decision-maker as justice requires; provided, that the time frames of the review process provide the defendant with a fair opportunity to respond.

6. All public officials and employees, excluding the alleged violator, shall observe strict confidentiality as to the complaint and alleged violator until the review is complete, to the extent that the information is acquired as a result of a person's status as a public official or employee. Confidentiality after completion shall be maintained unless the complaint or finding is released through a public disclosure request filed with the city attorney. City officials and employees may divulge information to the extent necessary to defend against inaccurate or misleading public information about their involvement in the complaint review process. The ethics board and/or city council may divulge information to the extent necessary to correct any inaccurate or misleading public information about the complaint review process. Any person who violates this subsection shall not be subject to criminal penalties; however, a violation of this subsection may result in disciplinary action against such person. The city council may remove a member of the board of ethics from the board if it determines that the member has violated this subsection.

7. The board shall hold a hearing for the purpose of determining sufficiency of written complaints. The board shall begin the hearing no later than twenty days after the complaint is received and shall conclude the hearing(s) no later than twenty-four days after it receives the complaint; provided, however, that the running of these time periods shall be tolled and the complaint proceedings shall be stayed in the event the board makes application to the city

council for continuance of the proceedings. Such continuances may only be granted by the city council when there is demonstrable and compelling reason(s) to do so, and may not exceed ten days. The board shall render a written report, setting forth its findings of sufficiency as to whether or not the individual against whom the complaint was filed may have violated the code of ethics.

8. The determination of sufficiency or insufficiency by the board is final and binding, and no administrative or other legal appeal is available. If the finding is one of sufficiency of the complaint, then the complaint shall be heard and reported as set forth below.

9. No report may be issued by the board, unless a person or entity complained against has had an opportunity to present information on his, her or its behalf at a hearing before the board.

10. A copy of the written report on sufficiency shall be delivered to the city council, person complained against, and the complaining party within ten days of conclusion of the hearing, unless a longer time period has been requested by the person complained against, and has been approved by the board or unless a longer time period has been requested by the board and has been approved by the city council.

11. In the event the written report provides that the board has found sufficiency in the allegations against whom the complaint has been filed, the matter shall be referred for hearing to the city's hearings examiner unless the defendant requests the matter be heard by the ethics board. (Hearings examiners will be rotated from a rotational roster maintained by the city and shall be licensed and practicing attorneys who are not residents of the city.)

a. Hearings by a hearings examiner or the ethics board must be held within twenty days of a finding of sufficiency unless an extension is requested, or granted, by the defendant. The hearing must be concluded within ten days of commencement of the hearing unless extended by the request or agreement of the defendant.
b. Findings of fact and conclusions and opinion of the hearings examiner or the ethics board must be received by the council no later than seven days after the conclusion of the hearing.
c. The complainant or defendant may request a subpoena for documentary evidence or the attendance of witnesses by making a written application to the mayor describing in detail the subject matter of the proposed subpoena and an explanation of why such information is reasonably necessary in order to conduct the hearing. The subpoena may be issued in the event the mayor determines the subpoena request is reasonable, relevant to the complaint and within the subpoena power of the city. The request for a subpoena shall be submitted to the mayor within two business days after the determination of sufficiency and the mayor shall have two business days to issue a decision. In the event the mayor denies the request or the complaint alleges a violation of the ethics code by the mayor, the defendant or complainant may request a decision from the city council. City council review shall be scheduled for the next regular city council business meeting or study session, unless an earlier special meeting is available. The commencement of the hearing on the merits shall be delayed until five days after the council makes a decision on whether to issue a subpoena.

12. In the event the final determination by either the hearings examiner or the ethics board provides that the individual against whom the complaint has been filed has violated the code of ethics, the council shall convene and render its decision within seven days of the receipt of said determination unless an extension is requested by the defendant and granted by council. In the event that the city council members agree by majority vote that one or more of the violations occurred, then as to the violations the city council may take any of the following actions by a majority vote of the council; provided, that penalties may only be based upon violations alleged in the complaint or amended complaint and not upon other violations discovered during the complaint process:

a. Admonition. An admonition shall be a verbal nonpublic statement made by the mayor to the individual.
b. Reprimand. A reprimand shall be administered to the individual by letter. The letter shall be approved by the city council and shall be signed by the mayor. If the individual objects to the content of such letter, he or she may file a request for review of the letter of

reprimand with the city council. The city council shall review the letter of reprimand in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review.

c. Censure. A censure shall be a written statement administered personally to the individual. The individual shall appear at a time and place directed by the city council to receive the censure. Notice shall be given at least twenty days before the scheduled appearance at which time a copy of the proposed censure shall be provided to the individual. Within five days of receipt of the notice, the individual may file a request for review of the content of the proposed censure with the city council. Such a request will stay the administration of the censure. The city council shall review the proposed censure in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review. If no such request is received, the censure shall be administered at the time and place set. It shall be given publicly, and the individual shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the individual appears as required.

d. Removal. In the event the individual against whom the complaint has been filed is a member of a city board, commission, committee, or other multi-member bodies appointed by the mayor with the approval of the city council, the city council may, by a majority vote, remove the individual from such board, commission or committee; provided, however, that nothing in this section authorizes the city council to remove a council member or the mayor from his or her office.

13. Proceedings by the board or the hearings examiner when they relate to action involving a person shall be made in executive session; however, upon request of the person involved, the proceeding shall be open to the public. The complaint, the determination of sufficiency or no sufficiency, and written report of the board or the hearings examiner shall be considered public records.

14. Action by the city council shall be by majority vote. If the proceeding involves a member of the city council, the member does not vote on any matter involving the member. As provided in RCW 35A.12.100, the mayor shall vote in the case of a tie, except if the action is against the mayor. Deliberation by the council may be in executive session; however, upon request of the person complained against, the meeting shall be open to the public.

15. A complaint cannot be sufficient unless it precisely alleges and describes unjustified acts, which constitute a prima facie showing of a violation of a specified provision or provisions of this code.

C. Specific Complaint Against a City Employee Official. In the event the individual against whom the complaint has been filed is a city employee, the city shall follow the appropriate discipline, through the employee's supervisor and/or department head, procedures as outlined in the appropriate bargaining agreement, employee handbook, civil service rules, and/or standard operating procedures. Employees also have the right to appeal through the court system as regulated by state and federal law.

D. Board Unavailability – Hearing Examiner Authority. In the event the ethics board is unable to perform any function designated under this section due to lack of a quorum or other reason, such function shall instead be performed by the hearing examiner who shall be governed by the board's procedures. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.080)

2.52.050 Miscellaneous provisions.

The board of ethics shall also render written opinions concerning the applicability of the code of ethics to hypothetical circumstances or situations upon the request of the mayor or any council member. Requests for opinions from the public must be approved by either the mayor or a majority vote of council.

The city shall release copies of any written report resulting from a review of a complaint and any written censures or reprimands issued by the city council in response to public records requests as consistent with Chapter 42.56 RCW and any other applicable public disclosure laws.

The mayor shall provide staff, as he or she deems appropriate, to assist the board of ethics.
Board members shall be reimbursed by the city for reasonable expenses incurred in their exercise of the official business of the board, consistent with the expense reimbursement policies of the city.

The city clerk shall cause a copy of this code of ethics to be distributed to every public officer of the city within thirty days after enactment of the ordinance codified in this chapter. The ordinance codified in this chapter will also be made available on the city's web page and hard copies will be made available upon request. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.090)

2.52.060 Appeal – Penalties for violation.

Appeal of a decision of the board of ethics that the code of ethics has been violated, or a decision of the city council as to an admonition, reprimand, censure, or removal, may be filed with the Snohomish County superior court, Washington State. Any person who files with the ethics board a false charge of misconduct on the part of any public official or public employee when the person knows it is false shall be guilty of a misdemeanor. In addition to criminal penalties, violators shall pay a civil penalty of five hundred dollars, or three times the economic value of anything received in violation of this chapter, whichever is greater. Any monetary penalty assessed civilly shall be placed in the city's general fund. (Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A). Formerly 2.52.100)