



MONROE CITY COUNCIL

Agenda Bill No. 20-056

SUBJECT:	<i>Authorize the Mayor to Accept a Consultant Agreement with LDC, Inc. for Assistance in Developing a Housing Action Plan</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
04/28/2020	Community Development	Anita Marrero	Ben Swanson	Consent Agenda #8

Discussion: 01/14/2020
Attachments: 1. Consultant Agreement

REQUESTED ACTION: Authorize the Mayor to Accept a consultant agreement with Todd Hall of LDC, Inc. not to exceed \$50,000 for consultant services related to the development of a Housing Action Plan; and expressly authorize further minor revisions to the extent deemed necessary or appropriate.

POLICY CONSIDERATION

On March 24, 2020, Governor Jay Inslee issued Proclamation 20-28, relating to the Open Public Meetings Act and Public Records Act; the proclamation restricted the ability of public agencies to take action to only those actions that are necessary and routine, or to respond to the COVID-19 outbreak and public health emergency. The proclamation was effective through April 23, 2020 and subsequently extended through May 4, 2020.

This subject matter is both necessary and routine in order to meet the state imposed project deadline of June 30, 2021, securing consultant services at this time is imperative in moving this project forward. The consultant agreement needs to be executed so the consultant can start work on this project.

The policy question for the City Council is whether to award a professional services contract, not to exceed \$50,000, to Todd Hall of LDC, Inc. to provide consultant services for development of the City's Housing Action Plan. The \$50,000 grant was awarded after the adoption of the 2020 budget.

DESCRIPTION/BACKGROUND

The City Council approved grant funding from the Department of Commerce, in the amount of \$50,000, for the City to adopt a Housing Action Plan on January 14, 2020. The goal of a housing action plan is to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family market.

Community Development staff selected Todd Hall of LDC, Inc. to assist in drafting the City's Housing Action Plan. The scope of work includes developing and implementing a Public Outreach Plan, drafting a Housing Needs Assessment, and coordinating with staff in drafting elements of the Housing Action Plan.



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IMPACT – BUDGET

There is no match requirement for the grant. The grant is reimbursement based. Qualified expenditures made by the City are not to exceed the grant award amount of \$50,000. Although this item will require a budget amendment to both revenue and expenditures, there is no money from the City associated with this project.

TIME CONSTRAINTS

Deadline to complete the work is June 30, 2021.

ALTERNATIVES TO REQUESTED ACTION

Deny the consultant agreement.



CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER City of Monroe Housing Action Plan	WORK DESCRIPTION Assist the City in drafting and adopting a Housing Action Plan as described in HB1923. Consultant will develop and implement a Public Outreach Plan, draft a Housing Needs Assessment, and coordinate with staff in drafting elements of the Housing Action Plan.
CONSULTANT LDC, Inc. 20210 142 nd Ave NE Woodinville, WA 98072 425-806-1869	CONSULTANT CONTACT NAME, AND TELEPHONE NO. Todd Hall Planning Manager 425-287-2006 thall@ldccorp.com
FEDERAL I.D. NO. 91-2184193	BUDGET OR FUNDING SOURCE 001-000-110-558-60-41-09
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. Anita Marrero 806 W. Main St. Monroe, WA 98272 360-863-4513 amarrero@monroewa.gov	MAXIMUM AMOUNT PAYABLE, IF ANY \$50,000.00 ** City of Monroe Business License required to receive NTP **
COMPLETION DATE June 30, 2021	 <input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input checked="" type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on April 2, 2020 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 1-23), 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 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.

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

CONSULTANT: LDC, Inc.

CITY OF MONROE:





Ben Swanson, Community Development Director

By: Mark V. Ilwouk

Title: V.P.

EXHIBIT A

SCOPE OF WORK

Task 1 - Kick-Off Workshop/Project Charter

- In advance of developing a charter, LDC anticipates facilitating a project kickoff meeting/teleconference with the City of Monroe project team and/or committee to discuss project objectives, goals and expectations, guiding principles, and the values/needs/issues for the Housing Action Plan project. We will also discuss the project schedule, deliverables, communication protocols, public outreach methods/opportunities.
- This process will include setting a schedule for regular check in meetings (via phone/virtual meeting) with the City.
- Following the kick-off, we will develop a short project charter to direct the project team through the process and ensure that all subsequent tasks meet and exceed Monroe's expectations.
- Allow for one (1) round of project charter review.

Deliverables/Assumptions:

- Project Charter distributed to project team and/or committee.
- Project Schedule.
- Meeting agendas/notes.
- LDC will attend one (1) meeting via phone call/virtual meeting.

Task 2 – Public Outreach Plan/Project Webpage Development

- In collaboration with Staff, develop an outreach plan that includes strategies to engage multiple stakeholders, including residents, community groups, builders, realtors, nonprofits/housing advocates, and local religious groups.
- In collaboration with City staff, scope plan for Planning Commission and City Council involvement.
- In collaboration with City staff, develop website engagement presence for public outreach. An option for outreach (in conjunction with limited in-person engagement) may be to utilize online engagement platform, allowing flexible options for public review and comment.

Deliverables/Assumptions:

- Public Outreach Plan.
- City will develop engagement invitation and send to key stakeholders and public.
- City will be lead in facilitation with Planning Commission and City Council.

Task 3 – Housing Needs Assessment

- Identify household in each income segment that are paying more than 30 percent of income on housing costs (cost burdened) in Monroe.
- Document number of permanent and limited-term affordable housing units and number of Section 8 vouchers provided to Monroe residents.
- Document housing tenure and vacancy trends.
- Identify existing housing for special needs population.

- Project population demographics and income levels for the planning period and identify the types and densities needed for housing suitable and affordable for all demographic and economic segments.
- Consider underserved categories such as senior independent and assisted living.
- Develop inventory of existing housing supply in Monroe.

Deliverables/Assumptions:

- Housing Needs Assessment.
- Allow for one (1) round of review/edits.

Task 4 – Preliminary Draft Housing Action Plan

Preliminary Draft Housing Action Plan

- Support City staff in drafting the Preliminary Housing Action Plan, including:
 - Strategies and recommendations to increase supply and types of housing needed, including types, in Monroe.
 - Strategies to minimize displacement of low-income residents.
 - Develop zoning, regulatory, and incentive strategies to support housing that meets the needs of Monroe.
 - Evaluate and refine existing housing policies and actions.
 - Develop recommendations for improvement based on housing needs assessment data.
 - Identify schedule of programs and actions to implement the recommendations of the housing action plan.

Potential Stakeholder Facilitation and Process

- Based on information gathered from previous tasks, support staff in gathering additional guidance and feedback from stakeholders on housing policy legislation.

Stakeholders, Planning Commission, City Council and Public Review Process

- Meeting (in-person/virtual) with identified stakeholders to review policy recommendations. Based on feedback, support staff to prioritize items to include in the preliminary housing plan.
- At City’s request, attend work sessions with Planning Commission and City Council to review recommended policy update recommendations.
- In conjunction with in-person/virtual meetings, also provide information online so the public can review and engage.

Deliverables/Assumptions:

- Support staff with Preliminary Draft Plan for Staff/Leadership Review/Public Review.
- LDC will attend one (1) meeting (Stakeholders/Commission/Council).

Task 5 – Final Draft Housing Action Plan

- Based suggested revisions, LDC will support City staff in preparing Final Draft Housing Action plan to be used during the public hearing process.
- Final Draft to be provided to both Planning Commission and City Council for review, and viewable on city website.

Deliverables/Assumptions:

- Support staff with Final Draft Plan for Staff/Leadership Review/Public Review.

- Assumes City will take lead on public notification/public engagement process.
- LDC may attend one (1) Planning Commission or City Council workshop meeting, per city request.

Task 6 – Public Hearing Process/Final Adoption

- Support staff to refine and finalize documents based on Staff/Public comment.
- Support staff with additional review/comment by PC/CC at public hearings.

Deliverables/Assumptions:

- Support staff to provide clean final copy of Housing Action Plan and supporting documents.
- Assumes City will take lead on public notification/approval process.
- Assumed LDC will not attend final adoption meeting, unless requested by City.

EXHIBIT B

COMPLETION SCHEDULE

Tasks **Expected Completion Dates**

Task 1: Kick-Off/Charter	May 2020
Task 2: Public Outreach Plan/Webpage	June 2020
Task 3: Housing Needs Assessment	September 2020
Task 4: Preliminary Draft HAP	January 2021
Task 5: Final Draft HAP	April 2021
Task 6: Public Hearing Process/Adoption	May 2021 (Commerce deadline June 30, 2021)

EXHIBIT C

FEE SCHEDULE

Contract fee will not exceed \$50,000.00 and will follow the Standard Fee Schedule listed below.

LDC Standard Fee Schedule 2020

The below list contains a schedule of fees for services performed by Land Development Consultants, Inc.

<u>STAFF Type</u>	<u>RATE</u>
Principal/Director	\$195
Senior Project Manager/Planning Manager	\$180
Project Manager/Senior Planner	\$165
Project Engineer	\$150
Design Engineer	\$135
E.I.T.	\$115
Senior Designer	\$150
Planning Manager	\$180
Senior Planner	\$165
Planner	\$140
Associate Planner	\$120
Planning Technician	\$95
Senior Land Surveyor	\$170
Professional Land Surveyor	\$155
Project Surveyor	\$140
Senior Survey Technician	\$130
Chief of Parties	\$140
Survey Technician	\$120
Survey Crew Chief II	\$135
Survey Crew Chief I	\$115
Survey Assistant	\$60
Clerical	\$66
GIS Specialist	\$105
Senior CAD Technician	\$125
Cad Technician III	\$118
CAD Technician II	\$110
CAD Technician I	\$100
Project Coordinator	\$100
Project Administrator	\$100
<u>REIMBURSABLE</u>	<u>RATE</u>
Outside Services	Cost + 15%
Plotting Color (24" x 36")	\$15.00 each
Plotting Black and White (24" x 36")	\$2.00 each
Color (11" x 17")	\$2.00 each
PDF File Conversion	\$85.00 hr

This standard fee schedule is subject to annual adjustment on January 1st of each year to reflect increased costs due to inflation.

EXHIBIT D

SUBCONSULTANT LIST

No subconsultants will be used on this project.

EXHIBIT E

MONROE CODE OF ETHICS

**Chapter 2.52
CODE OF ETHICS**

Sections:

- 2.52.010 Purpose – Construction.
- 2.52.020 *Repealed.*
- 2.52.030 Award of contracts prohibited.
- 2.52.040 *Repealed.*
- 2.52.050 *Repealed.*
- 2.52.060 *Repealed.*

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, and Chapter 4.30, Ethics Board, 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.

2.52.020 *Repealed.*

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.

2.52.040 *Repealed.*

2.52.050 *Repealed.*

2.52.060 *Repealed.*

EXHIBIT F

TITLE VI

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

1. **Compliance With Regulations** – The consultant shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination** – The consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment** – In all solicitations either by competitive bidding or negotiations made by the consultant for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the consultant of the consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports** – The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance** – In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the consultant under the contract until the consultant complies, and/or;
 - Cancellation, termination, or suspension of the contract, in whole or in part
6. **Incorporation of Provisions** – The consultant shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The consultant shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the consultant may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the consultant may request the USDOT enter into such litigation to protect the interests of the United States.