



MONROE CITY COUNCIL

Agenda Bill No. 20-104

SUBJECT:	<i>Authorize the Mayor to Execute an Amendment to the Consultant Agreement with Envirolssues for Professional Services and Retention.</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
07/14/2020	Administration	Deborah Knight	Deborah Knight	Consent Agenda #15

Discussion: 07/14/2020
Attachments: 1. Executed Agreement
 2. Addendum No. 1

REQUESTED ACTION: Authorize the Mayor to execute an amendment to the consultant agreement with Envirolssues for professional services related to Communication and consultant Retention. The proposed amendment extends the consultant’s ending date of the contract to December 31, 2020.

POLICY CONSIDERATIONS

The Consultants contract ended on June 30, 2020. In the scope of work there remain several items that have been delayed due to COVID-19 restrictions or that are still outstanding. The Mayor and the City Council would need to amend the consultant’s contract to allow more time to complete these contracted deliverables.

DESCRIPTION/BACKGROUND

On November 12, 2020, the City executed an agreement with Envirolssues for Homelessness Communications Plan and Outreach Support. The contract term was set to be fulfilled by June 30, 2020.

Since the outbreak of Covid19, Ms. Russel has had to adjust the communication plan to meet the social distancing guidance and restrictions. As a result of this Ms. Russel has been unable to complete:

- Launch of the Ambassador Program and training or the Ambassadors.
- Flyer #1 designed for local business owners.
- Flyer #2 geared to an audience of elected officials or stakeholders and focuses on what tools the City needs from legislative bodies to achieve desired program outcomes.
- Development of one draft press release for the city to announce final recommendations/report. (City staff will edit and release it.).

FISCAL IMPACTS

There are no new fiscal impacts. The original contract was an amount not to exceed \$35,000. This would amend the contract term only.

TIME CONSTRAINTS

Delay to extending the contract will leave these deliverables unfulfilled.

ALTERNATIVES

- Do not approve the term amendment.
- Allow for partial fulfillment of the Envirolssues contract.

CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER 1 Vision 2050 (Imagine Monroe)	WORK DESCRIPTION 2 EnviroIssues will design and execute a collaborative visioning process between City of Monroe stakeholders, councilmembers and staff to identify core community values that will support the City's current planning documents. The collaborative visioning process will be completed over a nine (9) month period and work will be broken up into four (4) distinct phases: Assessment, Planning, Engagement and Evaluation.
CONSULTANT 3 Enviroissues, Inc.	CONSULTANT CONTACT NAME, AND TELEPHONE NO. 4 Enviroissues, Inc Amy Grotefendt 101 Stewart Street, Ste 1200 Seattle, WA 98101
FEDERAL I.D. NO. 5 91-1526183	BUDGET OR FUNDING SOURCE 6 \$90,500
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7 Alison Peters, Senior Associate Enviroissues 101 Stewart Street, Ste 1200 Seattle, WA 98101 apeters@enviroissues.com 206.269.5041	MAXIMUM AMOUNT PAYABLE, IF ANY 8 \$90,500
COMPLETION DATE 9 December 31, 2020	10 <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 December 10, 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 A 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 B, 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:

CITY OF MONROE:

Geoffrey Thomas, City Mayor

By: _____

Title: _____

ATTEST/AUTHENTICATED:

Cheri Hurst, Authorized Designee of the City Clerk

EXHIBIT A

SCOPE OF WORK

OVERVIEW

EnviroIssues will design and execute a collaborative visioning process between City of Monroe stakeholders, councilmembers and staff to identify core community values that will support the City's current planning documents. The collaborative visioning process will be completed over a nine (9) month period and work will be broken up into four (4) distinct phases: Assessment, Planning, Engagement and Evaluation.

At a high level, services provided by EnviroIssues will include working with the City to identify and review key existing documents for currency and alignment with the goals of this work, convening and facilitating a Sounding Board, holding one-on-one interviews and focus group meetings, developing a communications and outreach plan, planning and executing a suite of customized outreach activities to collect community feedback, evaluating feedback received, and completing updates to the City's mission statement and core values.

PERIOD OF PERFORMANCE

This Scope of Work provides the services described below from December 1, 2019 through October 31, 2020.

SCOPE OF WORK

Task 1: Project Management

The project management task includes regular communication with City staff, contract management, managing the project budget and schedule, monthly progress reports, and ensuring the completion of all deliverables to the City.

Assumptions:

- EnviroIssues will track monthly project tasks and deliverables.

Deliverables:

- Up to nine (9) monthly progress reports and invoices.

Schedule: Duration of period of work.

Task 2: Assessment

The assessment task includes a kick-off meeting for the Vision 2050 team, planning and implementation for one-on-one interviews and focus groups and coordinating and convening a Sounding Board.

Assumptions:

- Includes up to nine (9) bi-weekly check-ins with City staff.

- Includes ongoing weekly internal check-ins and coordination.
- Includes strategic guidance on planning process to align this effort with other projects in the region.
- EnviroIssues will review key existing documents from the City to inform process planning.
- EnviroIssues will develop all meeting materials in close coordination with City staff and other stakeholders as appropriate.
- EnviroIssues will work with City staff to identify participants for one-on-one interviews, focus groups and the Sounding Board. The City's list of utility customers (with phone numbers if possible) would be a helpful resource for focus groups in particular. Further re-use or dissemination of phone numbers and other contact information is prohibited without express written permission from the City of Monroe.
- EnviroIssues will cross check the utility list with the Monroe Chamber of Commerce to ensure that minority business owners are invited to participate in focus groups.
- EnviroIssues will also coordinate with central community organizations, like St. Mary's of the Valley, to identify additional minority residents to invite to focus groups.
- EnviroIssues will coordinate with the City to offer cash or gift card incentives to focus group participants to compensate them up to \$100 for two hours of their time.
- Three (3) focus groups and up to six (6) one-on-one interviews will include opportunities to engage stakeholders who speak languages other than English as a first language.
- EnviroIssues will provide a facilitator and a notetaker for the Sounding Board meeting which will last up to three (3) hours.
- City staff will provide EnviroIssues with information about meeting venues in the City of Monroe.
- EnviroIssues will coordinate all facility rentals and refreshments as needed.
- EnviroIssues will pay the cost of refreshments directly to outside vendors.
- EnviroIssues will coordinate translation of materials, including review of text to ensure translated messages are accurate, and incorporate translations into materials as needed.
- EnviroIssues will coordinate printing of materials as needed.
- EnviroIssues will cover cost of printing materials for the Sounding Board meeting.
- City of Monroe will pay outside vendors directly for, the list of residents, facility rentals, focus group incentives, and translation services.

Deliverables:

- One (1) kick-off planning meeting at the City of Monroe with three (3) consultant staff.

- Preparation and facilitation of up to six (6) one-on-one phone interviews with one (1) consultant staff.
- Preparation of materials for one (1) City Council briefing.
- Preparation and facilitation of up to three (3) focus groups with two (2) consultant staff.
- A written summary of key findings from the one-on-one interviews and focus group conversations.
- Preparation and facilitation for one (1) Sounding Board meeting with two (2) consultant staff.
- One (1) summary of the Sounding Board meeting.

Schedule: Completed by May 31, 2020.

Task 3: Planning

The planning task includes developing a communications and outreach plan to guide our work during the engagement phase. It also includes planning and development of materials that will inform Monroe residents and stakeholders about outreach activities. The materials used to promote various engagement activities will include print and online notifications, as well as the development of a participate.online website to collect online feedback. A briefing to City Council will also be scheduled in this phase so members are aware of upcoming engagement activities and how the City will be promoting opportunities for the community to give input.

Assumptions:

- Includes up to five (5) bi-weekly check-ins with City staff.
- Includes ongoing internal check-ins and coordination.
- EnviroIssues will develop materials in close coordination with City staff and other stakeholders as appropriate.
- EnviroIssues will design the look and feel for all Vision 2050 informational materials.
- EnviroIssues will develop Vision 2050 key messages to adapt for print and online content.
- City staff will provide timely (e.g. within five business days, sooner if needed) and coordinated review of all draft materials to streamline production and team efficiency.
- EnviroIssues will coordinate the placement of advertisements in the Snohomish Tribune, as needed.
- EnviroIssues will coordinate with the City to submit content or announcements about Vision 2050 activities in the monthly utility bill, as needed.
- City staff will make all updates to City web and social media accounts (e.g. Facebook, Twitter, Instagram, YouTube), as needed.
- EnviroIssues will coordinate with vendors to print materials.

- EnviroIssues will set-up, host and manage a project participate.online website that looks and feels similar to the City's existing website.
- Content for materials and the participate.online site will be based on feedback received during the Assessment phase.
- EnviroIssues will coordinate translation and incorporate into materials as needed. We will review translated materials for cultural relevancy and provide opportunities for City staff to review translations before final approval.
- City of Monroe will pay all major direct costs directly to outside vendors. Costs will be dependent on the outreach activities identified during the assessment phase but could include, printing posters, business cards or large mailings, placing print and online advertisements and/or paying for translation services.
- City staff will deliver project briefing to City Council.

Deliverables:

- One (1) draft and one (1) final communications and outreach plan.
- Development of print and online notification materials.
- One (1) draft and one (1) final City Council briefing presentation, including modifications for use at up to two (2) City Council meetings.
- Development of one (1) participate.online site including design, content, set-up, accessibility testing, site deployment and management.

Schedule: Completed by July 17, 2020

Task 4: Engagement

The engagement task includes planning and implementation of a series of engagement activities that align with feedback heard from City of Monroe stakeholders during the Assessment phase. Scope will shift as the communications and outreach plan is developed but could include door-to-door engagement and a series of pop-up events and public meetings targeted to English and Spanish speakers. This task also includes a Sounding Board meeting, summarizing City of Monroe values and the draft development of the City of Monroe vision statement.

Assumptions:

- Includes up to five (5) bi-weekly check-ins with City staff.
- Includes ongoing internal check-ins and coordination.
- EnviroIssues will work closely with City staff on logistics planning for all outreach activities.
- EnviroIssues will provide facilitation for large in-person events, like public meetings.

- EnviroIssues will staff smaller in-person events, like pop-ups at local businesses.
- Outreach opportunities will target both English and Spanish speaking City of Monroe stakeholders.
- EnviroIssues will provide staff proficient in Spanish to support in-language events.
- EnviroIssues will coordinate translation of materials as needed.
- City staff will help EnviroIssues identify and build relationships with community members who are visible and involved with minority communities in the City of Monroe.
- EnviroIssues will track feedback received from engagement activities and share with City staff as needed. Feedback will be incorporated into Task 5 deliverables.
- EnviroIssues will provide a facilitator and note taker for the Sounding Board meeting.
- City of Monroe will pay all major direct costs directly to outside vendors, including facility rentals, and translation services.

Deliverables:

- A suite of customized outreach activities developed in collaboration with City of Monroe stakeholders, Staff, City Council members and the Sounding Board with a not-to-exceed price limit of \$34,500. The exact set of activities will be determined during the assessment and planning phase, but for scoping purposes currently includes one (1) door-to-door event to engage business owners and up to seven (7) in-person community events of varying sizes.
- Events will be coordinated to the extent possible with existing Monroe gatherings throughout the summer such as National Night Out and Movies Under the Moon.
- Preparation, attendance and follow-up work for one (1) Sounding Board meeting with two (2) consultant staff.
- One (1) draft City of Monroe community vision statement.
- One (1) draft vision action plan.

Schedule: Completed by September 1, 2020

Task 5: Evaluation

The Evaluation task includes an analysis of the feedback received during the Engagement phase and updates to the City of Monroe mission statement and core values. It also includes a final briefing to the City.

Assumptions:

- Includes up to five (5) bi-weekly check-ins with City staff.
- Includes ongoing internal check-ins and coordination.

- EnviroIssues will summarize feedback received from the participate.online website and in-person engagement activities.
- EnviroIssues will work closely with City staff and the Sounding Board to finalize the Vision Statement and Action Plan.
- City staff will provide timely (e.g. within five business days, sooner if needed) and coordinated review of all draft materials to streamline production and team efficiency.
- City staff will deliver final project briefing to City Council.

Deliverables:

- One (1) draft and one (1) final Vision Statement and Action Plan
- One (1) City Council briefing presentation

Schedule: Completed by October 31, 2020

EXHIBIT B

FEE SCHEDULE

PAYMENT

Envirolssues shall bill City of Monroe monthly on a time and materials basis indicating the services performed and the cost of such services, with a not-to-exceed total price limit of **\$90,316**.

Cost breakdown by task

Staff	Kristine Edens	Alison Peters	Jackie Dagger	PC	Graphics	Dev	Liz Mack
Fully Loaded Billing Rate	\$182.00	\$203.00	\$97.00	\$85.00	\$103.00	\$121.00	\$121.00

TOTAL HOURS	17.0	116.5	251.0	155.5	75.0	21.0	110.5	747
TOTAL LABOR COST	\$3,094.00	\$23,649.50	\$24,347.00	\$13,217.50	\$7,725.00	\$2,541.00	\$13,370.50	\$87,945
TOTAL DIRECT COST								\$2,372
TOTAL								\$90,316

Task 1 Project management								
Total Hours	9.0	10.0	15.0	0.0	0.0	0.0	2.0	36
Total Labor	\$1,636.63	\$2,030.63	\$1,454.78	\$0.00	\$0.00	\$0.00	\$242.46	\$5,364

Task 2 Assessment								
Total Hours	0.0	37.5	40.0	28.5	0.0	0.0	40.5	147
Total Labor	\$0.00	\$7,614.85	\$3,879.41	\$2,418.57	\$0.00	\$0.00	\$4,909.88	\$18,823

Task 3 Planning								
Total Hours	3.0	17.5	45.0	34.0	39.0	21.0	2.0	162
Total Labor	\$545.54	\$3,553.60	\$4,364.33	\$2,885.31	\$4,018.82	\$2,545.86	\$242.46	\$18,156

Task 4 Engagement								
Total Hours	4.0	24.0	130.0	81.0	28.0	0.0	53.0	320
Total Labor	\$727.39	\$4,873.51	\$12,608.07	\$6,873.83	\$2,885.31	\$0.00	\$6,425.27	\$34,393

Task 5 Evaluation								
Total Hours	1.0	27.5	21.0	12.0	8.0	0.0	13.0	83
Total Labor	\$181.85	\$5,584.23	\$2,036.69	\$1,018.34	\$824.37	\$0.00	\$1,576.01	\$11,221

This cost table assumes the City of Monroe will cover most external vendor expenses (e.g. printing, ad placement, translation services), the cost for facility rentals, focus group incentives, and the purchase of a random digit dial household list. Envirolssues will pay for the cost of printed materials for Sounding Board meetings, door-to-door outreach, refreshments for meetings and the cost of mileage for EI staff vehicles.

EXHIBIT D
SUBCONSULTANTS

None.

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)

ADDENDUM NO. 1

TO

**CONSULTANT AGREEMENT BETWEEN CITY OF MONROE AND ENVIROISSUES,
INC. FOR HOMELESSNESS COMMUNICATIONS PLAN AND OUTREACH
SUPPORT**

THIS ADDENDUM TO THE CONSULTANT AGREEMENT (“Addendum”) made and entered into as of the fourteenth day of July, 2020, amends that certain Consultant Agreement for Homelessness Communications Plan and Outreach Services approved November 12, 2019 by and between the City of Monroe (hereinafter “City”) and EnviroIssues, Inc. (hereinafter “Consultant”).

Section 1. Term. In accordance with the Consultant Agreement Exhibit B, Completion Schedule, the Project Management function of the Agreement is hereby extended to December 31, 2020.

Except as modified herein above, all terms and conditions of the Consultant Agreement between City of Monroe and EnviroIssues, Inc. for Homelessness Communications Plan and Outreach Support shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this instrument on the _____ day of _____, 2020.

CITY OF MONROE, WASHINGTON

CONSULTANT

Geoffrey Thomas, Mayor

EnviroIssues, Inc.
Willow Russell

Rabecca R. Hasart, Interim City Clerk