

(RFP) REQUEST FOR PROPOSAL FOR

CITY OF MONROE

**COMMUNITY NEEDS ASSESSMENT AND FACILITATED
PROGRAM DEVELOPMENT**

Proposals must be received no later than:

March 29, 2021 at 3:30pm

Deliver proposals to Monroe City Clerk:
Rabecca Hasart, Interim City Clerk City of Monroe
806 W. Main Steet
Monroe, WA 98272

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REQUEST FOR PROPOSAL (RFP) COMMUNITY NEEDS ASSESSMENT AND FACILITATED PROGRAM DEVELOPMENT CONSULTING SERVICES

1. INTRODUCTION

The City of Monroe is soliciting proposals for a consultant to conduct a community needs assessment, gap analysis and facilitate program development for the City of Monroe and the Skykomish Valley (Sky Valley) including the cities of Snohomish, Sultan, Gold Bar, and unincorporated Snohomish County. The assessment will be used to inform the Mayor, Monroe City Council, and community stakeholders of the human service needs in the Sky Valley area. This needs assessment will aid elected officials, service providers, and subject matter experts, in gathering accurate data to support people seeking housing and human services in our community.

The City of Monroe is seeking a consultant, or firm, to work collaboratively with and facilitate local service providers to identify current human service priorities, identify funding sources, develop a preliminary budget to implement recommendations to meet priority needs, and identify metrics to measure success. The City is seeking to begin this project in March 2021 and anticipates the final report and findings to be made available by August 2021.

BACKGROUND

The City of Monroe is a community of approximately 18,000 residents, serving more than 90,000 people located in and around the Skykomish River Valley. The City is strategically located just 33 minutes east of Paine Field and 15 miles east of Everett along the I-5 Corridor, at the intersection of several major highways - US Highway 2, the second busiest east-west transportation corridor in Washington State; State Route 522 connecting Monroe to I-405 and Seattle; and State Route 203 connecting Monroe to I-90 and Snoqualmie Pass.

The Skykomish Valley, nicknamed Sky Valley, is a region in eastern Snohomish County, that extends approximately 29 miles along the Skykomish River. It stretches east of Highway 9 from the City of Snohomish to the Cascade Mountains, terminating near Skykomish, Washington. For purposes of this study, the cities covered include Gold Bar, Sultan, Monroe, Snohomish, and the unincorporated areas of Snohomish County surrounding these communities. (Scaled scope proposals may also be considered).

The key not-for-profit agencies with a physical presence in the Sky Valley and serving the community include St. Vincent DePaul, Volunteers of America, Take the Next Step, Sea Mar, Sky Valley Food Bank, Monroe Library, Monroe Senior Center, and Cascade Community Church. There are other agencies serving niche needs such as the Sky Valley YMCA, Boys & Girls Club, Miracles and Memories Academy, Provide Hope Food Rescue, Food Share and Red Cedar Mutual Aid. Community stakeholder groups for this effort are the Homeless Response Group, Community Coalition, Monroe Equity Council, the Faith Community Leadership, the Monroe Chamber of Commerce, and the Community Human Services Advisory Board.

2. NEEDS STATEMENT

The consultant should use a “nothing about us without us” approach to conducting the needs assessment. This is to prevent assumption-based recommendations and to provide a foundation for data driven programs and solutions.

The stories of homeless individuals and system users should be respected and shared by a consultant who has had prior experience with this type of work and a trauma informed care approach.

The consultant will need to work with City Staff, the advisory bodies of the Sky Valley Technical Advisory Committee (TAC), and the City of Monroe Community Human Services Advisory Board (CHSAB) to facilitate report findings, reviewing recommendations, suggesting priorities for implementation, and funding sources.

The consultant will need to be knowledgeable of what services and programs Federal, State, County, and not-for-profit funders are financially supporting.

In order to assess community readiness, the report and findings need to be generated in a way that creates opportunities for all voices to be heard from stakeholders, clients, and the community. The consultant will need to incorporate the voices of those who only want to address the symptoms created by community need, and those who truly desire to help by addressing the root causes of community needs.

The report should seek out and hear a wide range of voices around the issues that impact our community, with a particular emphasis upon those with lived experience. Examples of these voices may include those from neighborhoods, social media, and the local businesses.

The report and findings will be expected to prioritize the areas that will show the greatest impact on addressing homelessness and providing human services to those in need.

3. REQUEST FOR PROPOSAL (RFP)

The City of Monroe (“the City”) is accepting proposals from qualified consultants to render professional services to the City to conduct and produce a Community Needs Assessment and Facilitated Program Development. The goal is to determine the human service needs of people residing in Monroe and the Sky Valley through an evaluation of existing infrastructure that provides services locally and regionally. The final report should include:

- a) Analysis of existing service providers to determine how their services meet the needs of the community.
- b) The barriers that prevent residents from finding the services they need.
- c) The gaps in service.
- d) Recommendations to close the gaps in service.
- e) Implementation plan identifying stakeholder roles.
- f) Funding sources.
- g) Realistic timeline and budget to implement the plan.

The City will select the most capable, cost-effective consultant to complete the assessment.

4. TIMELINE/DUE DATES

RFP Release Date: March 1, 2021

Consultant Proposal Due to City: March 29, 2021

Notice of Award: April 13, 2021

5. INQUIRIES

Questions regarding this RFP are to be submitted to Rachel Adams with “Community Needs Assessment and Facilitated Program Development” in the subject line at RAdams@monroewa.gov
Questions regarding this RFP will only be accepted by email.

6. SUBMITTING PROPOSALS

An electronic copy of the proposal shall be submitted by email addressed to Rabecca Hasart with “Human Services Community Needs Assessment and Facilitated Program Development” in the subject line at BHasart@monroewa.gov

All proposals must be received on or before 3:30 PM, March 29, 2021. Proposals received after the due date may be rejected. The proposal offer acknowledges the right of the City to accept or reject any or all proposals and to waive any informality in any proposal received.

7. INFORMATION REQUIRED WITH PROPOSAL

Proposals must include:

- a) Introduction of Consultant summarizing company’s background, resources and relevant experience.
- b) Examples of past projects, preferably of a similar size and scope.
- c) References from at least three (3) past projects, preferably matching those projects used as examples in “b” above.
- d) Proposed budget for the project. Budget should include a suggested work plan and a breakdown of fees for professional services, hours, and administrative services.
- e) Proposed schedule for the project, including project stages, milestones, and payments.
- f) A list of personnel on the project team and any possible sub-Consultants and sub-consultants, their professional experience/CV, and their roles.
- g) Identify the Project Leader as the main point of contact: name, title, phone, and email address must be included.
- h) The proposal may be submitted as an electronic copy by email to the City Clerk. Each page shall be numbered and have the name of the company on it.
- i) Consultants and/or sub-Consultants who have bilingual and cultural competency will be given preference.

8. DESCRIPTION OF SERVICES

The qualified Consultant will be responsible for the coordination of a fully completed Community Needs Assessment and Facilitated Program Development that includes specific data and analysis in addition to the following:

- a) An Executive Summary;
- b) Collection of demographic data and analysis of population currently residing in the City and the Sky Valley from multiple sources. This description should include, but is not limited to data from the Census, Monroe School District, local colleges, Snohomish County and Public Health District, and focus group meetings, community partner surveys, and client surveys;
- c) The City of Monroe, with support for the Technical Advisory Committee, will identify persons for key stakeholder interviews. Focus groups should be conducted to contextualize research findings. Focus groups will be needed to be conducted in other languages, including Spanish.
- d) Customer, staff and community input of the impacts of poverty, needs within the communities and recommendations for further addressing those needs.
- e) An in-depth explanation on the impact of poverty and its effect on the residents of the City of Monroe, and the Sky Valley.
- f) Provide the collection and analysis of the following information about the Sky Valley service areas:
 1. An analysis of information collected directly from low-income individuals to assess needs and resources;
 2. Collection of information from key sectors of the community to assess needs and resources. These sectors would include at minimum: community-based organizations, faith-based organizations, private sector, public sector, and educational institutions;
 3. Collection of current data specific to poverty and its prevalence related to gender, age, disability, and race/ethnicity;
 4. Collection and analysis of both qualitative and quantitative data for each area served;
 5. Description of key findings on the causes and conditions of poverty.
- g) Compare/contrast and analysis of demographic within Sky Valley, data and economic trends including, but not limited to:
 1. Basic needs trends (i.e. food, nutrition, housing, food, childcare, health costs, and transportation);
 2. Population trends;
 3. Location of low-income seniors 60+;
 4. Migration/relocation trends;
 5. Birth and death trends;
 6. Health (including pre-natal care, health insurance, immunizations, oral health, etc.)
 7. Nutrition trends (including overweight and underweight children, nutrition education offerings and free/reduced lunch counts, etc.);
 8. Aging trends;
 9. Household composition;
 10. Type of disabilities;
 11. Service providers for residents with disabilities;
 12. Housing data (rental vs. ownership/affordable housing availability);
 13. Transportation.

- h) Data Analysis and Presentations - The consultant will provide an in-depth analysis and recommendations to assess the City's success in meeting the needs and priorities of Monroe residents, including:
1. Demographics summary.
 2. Process approach.
 3. Results of survey and data collection at county, city, community partners, other nonprofits, and client levels including trend data if available.
 4. Develop an asset map of existing community services in the City along with a detailed description of those services. Additionally, identify other non-local community services providers and the specific types of services delivered within the City.
 5. Comparison to similar communities, particularly in Snohomish County.
 6. The analysis should determine services that are needed (and not currently provided) in the Sky Valley and future trends (short-and long-term), and community service needs. The gap analysis should prioritize community services the Sky Valley should address as a result of research.
 7. Formatted tables and charts illustrating major points.
 8. Project findings, including an analysis of the match of demographics and current services received by Monroe and Sky Valley residents. This analysis will also include the language ability of the current City population and the providers of services. Diversity, cultural competency, and language are a high priority for the City.
 9. Policy recommendations a result of the research, short-and-long term trends and analysis
 10. Conclusions.
 11. Implementation plan identifying stakeholder roles.
 12. Realistic timeline and budget to implement the plan.
 13. Presentations to the Technical Advisory Committee (TAC) and Community Human Services Advisory Board (CHSAB).
 14. Facilitated community forum to receive feedback on the draft recommendations with the option to communicate bilingually.

9. AWARD OF CONTRACT

Award of the contract resulting from this RFP will be based upon the most responsive Consultant whose offer will be the most advantageous to the City in terms of cost, functionality, experience, quality of past work, and other factors as specified elsewhere in this RFP.

The City reserves the right to:

- a) Consider proposals based on their relative merit, risk, and values to the organization;
- b) Negotiate with all service providers;
- c) Reject any or all offers and discontinue this RFP process without obligation or liability to any potential Consultant, when it is in the Agency's best interest;
- d) Accept other than the lowest priced offer;
- e) Proposals received shall be judged by The City solely on the following selection criteria:
- f) Consultant's understanding of stakeholders and the scope of this project;
- g) Proposed price of the entire project;
- h) Expected timeline for completing the project;

- i) Consultant's demonstrated experience in similar projects for both corporate audiences and non-profit organizations.

Proposals will be evaluated upon the Consultant's responsiveness to the RFP and the total price quoted for all items covered by the RFP. The successful Consultant may be asked to participate in negotiations and may be asked to revise their proposal based on their negotiations. In submitting a proposal, each Consultant acknowledges that they have read and understand these requirements. Competitive proposals will be considered and will result in a fixed price contract.

10. EVALUATION CRITERIA

The following elements will be reviewed, scored and a decision made based on the responses:

- a) Skill and experience of key personnel.
- b) Description of services.
- c) Timeline of project broken into three sections:
 - 1. Data and timeline
 - 2. Data compilation and draft analysis
 - 3. Final report production
- d) Budget/cost.
- e) Sample of similar work projects that have been completed by the applicant while with their current firm.
- f) Demonstrated experience with Community Needs Assessments or similar projects.
- g) Compliance with administrative requirements of the request for proposal format, due dates, etc.
- h) Results of communications with reference supplied by consultant.
- i) Ability/commitment to meeting time deadlines.
- j) Consultant's financial stability.
- k) Bilingual consultants will be given preference.
- l) Commitment to a trauma informed care approach.
- m) Experience working with populations most impacted by racism.

11. REJECTION OF PROPOSALS

The City reserves the right to accept or reject any and all proposals and to waive any minor discrepancies or technicalities in the proposal or specifications, which are required to complete this project, or when deemed to be in the best interest of the City of Monroe.

12. PROJECT DELIVERABLES

- a) An executive summary report with findings.
- b) Preliminary budget assumptions of priority projects.
- c) A SWOT Analysis facilitated in cooperation with the TAC, CHSAB, and City Staff.
- d) A LEAN Analysis facilitated in cooperation with the TAC, CHSAB, and City Staff.

- e) Presentation(s) to the Mayor and Monroe City Council, TAC, and CHSAB.

13. COST OF PROPOSAL

The respondent shall bear all costs associated with the proposal meeting(s), interview(s), preparation and submission of the bid. The City of Monroe shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

14. DISCLOSURES & RESERVATIONS

- a) It is the obligation and responsibility of the consultant to learn of addenda, responses, or notices issued by the City. Some third-party services independently post City solicitations on their websites. The City does not guarantee that such services have accurately provided all the information published by the City.
- b) All submittals sent to the City may be considered compliant with or without specific confirmation from the Consultant that any and all addenda was received and incorporated into your response. However, the Project Manager reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.
- c) The City reserves the right to select the proposal which, in its sole judgment, best meets the needs of the City. The lowest proposed cost will not be the sole criterion for recommending the contract award. The recommended selection of the evaluation committee is final and subject only to review and final approval by the Mayor and the City Council.
- d) The City reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the City to be in the City's best interest.
- e) The City reserves the right to retain all accepted proposals, including proprietary documentation, regardless of which proposal is selected. No proposals will be returned to proposers.
- f) The City reserves the right to request any supplementary information it deems necessary to evaluate proposer's experience or qualifications. This may include supplemental financial information, additional interview(s), and/or additional presentation by the proposer.
- g) The City reserves the right to reconsider any proposal submitted at any stage of the procurement. It also reserves the right to meet with select proposers at any time to gather additional information.
- h) The reserves the right to delete or add functionality (i.e., modules and components) until the final contract signing.
- i) The City reserves the right to cancel, in part or in its entirety, this RFP, including, but not limited to: selection schedule, submittal date, and submittal requirements.
- j) The City reserves the right to revise the RFP prior to the date that proposals are due. The City reserves the right to extend the date by which the proposals are due.
- k) The City reserves the right to split the award from this RFP between multiple proposals when such split award is determined to be in the best interests of the City.
- l) The City reserves the right, in its sole discretion, to reject any and all proposals and to waive informalities and minor irregularities in any proposals received. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole

discretion of the City. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.

- m) This RFP does not commit the City to award a contract. All proposals submitted in response to this RFP become the property of the City and public records, and as such, may be subject to public review.
- n) The City shall not be liable for any pre-contractual expenses incurred by prospective vendors or selected Consultants, including but not limited to costs incurred in the preparation or submission of proposals.
- o) The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

END OF RFP

Housing

- **Establish Temporary-Housing** in a permanent facility to serve Monroe residents with adjacent secured parking for those living in vehicles and RVs for overnight stay
- **Establish a Sky Valley Housing Consortium** to establish short, long-term, and alternative housing
- **Increase alternative housing that includes but is not limited to men, youth, LGBTQ, and families and pets**

Partners

- **Establish Service Provider Networks** to provide services and housing 24/7 in Sky Valley
- **Increase public transportation** between Monroe & Everett
- **Involve other public entities** in a network to prevent and end homelessness in Sky Valley
- **Create an education campaign** that supports affordable housing, job training, and treatment options

Prevention

- **Gather and analyze accurate data** about homelessness in Monroe
- **Create an education campaign** about homelessness: causes, prevention strategies, and alternatives
- **Promote social services networks** focused on youth and families

Policy/Budget

- **Lobby legislators** at all levels to increase funding for addiction and mental health treatment, affordable housing, job training, and support services
- **Identify and lobby for new law enforcement** strategies focused on personal accountability
- **Engage developers** in building affordable and subsidized housing
- **Implement HB 1406** Explore all revenue options for housing, mental health, and chemical dependency
- **Continue HPAC as standing committee** Monitor progress towards implementing HPAC recommendations. Review Technical Committee recommendations.
- **Adopt and fund a Six-Year Plan** to fulfill HPAC's recommendations

Public Safety

- **Implement law enforcement strategies** and regulations that increase personal accountability and adhere to civil and personal rights
- **Gather and analyze accurate data** about crime in Monroe

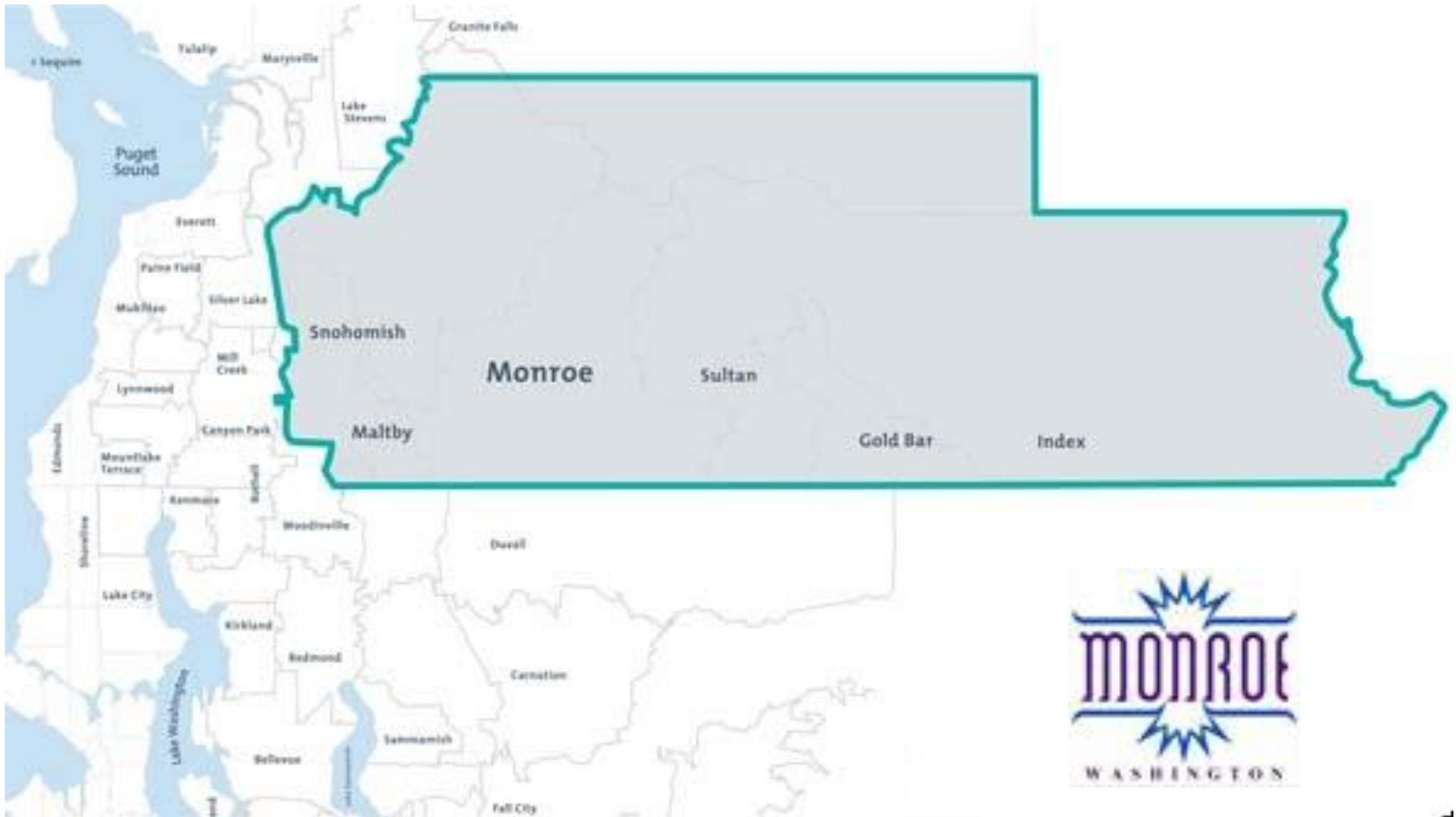
HPAC Final Recommendations

Approved January 16, 2020

- **Initiate a residential and business** crime prevention program
- **Continue to budget** for the Embedded Social Worker/Community Outreach
- **Use technology to increase public safety and protect infrastructure.**
- **Implement Community Court** so treatment for addiction and mental health can be offered as an alternative to jail

Support Services

- **Create a coordinated homeless response center.**
- **Create a system of services** that responds to the homeless crisis 24/7
- **Establish more accessible mental health** and addiction services in Monroe
- **Obtain supportive services to navigate people through resources**
- **Support agencies that serve and promote self-reliance** among people in need





CONSULTANT AGREEMENT	
PROJECT TITLE AND IDENTIFICATION NUMBER 1	WORK DESCRIPTION 2
CONSULTANT 3	CONSULTANT CONTACT NAME, EMAIL, AND TELEPHONE NO. 4
FEDERAL I.D. NO. 5	BUDGET OR FUNDING SOURCE 6
PROJECT ADMINISTRATOR NAME, ADDRESS, EMAIL, AND TELEPHONE NO. 7	MAXIMUM AMOUNT PAYABLE, IF ANY 8 ** City of Monroe Business License required to receive NTP **
COMPLETION DATE 9	10 <input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on _____, 2021 between the City of Monroe, Washington, hereinafter called "the CITY" or "the Public Entity", 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 shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Public Entity, its

officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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. Insurance Term

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

B. No Limitation

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

C. Minimum Scope of Insurance

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

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

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 Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The 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 \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

J. Public Entity Full Availability of Consultant Limits

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

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible

copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections

reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

24. City of Monroe Business License: The Consultant shall be solely responsible for obtaining a City of Monroe Business License prior to any work commencing per the Monroe Municipal Code 5.02.030.

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:

Rabecca R. Hasart, Interim City Clerk

EXHIBIT A

SCOPE OF WORK

EXHIBIT B

COMPLETION SCHEDULE

EXHIBIT C
FEE SCHEDULE

EXHIBIT D

SUBCONSULTANT LIST

EXHIBIT E

MONROE CODE OF ETHICS

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.