



## 2023 CITY OF MONROE HUMAN SERVICES REQUEST FOR PROPOSAL

### **Purpose:**

The City of Monroe SHB1406 funds are restricted to specific uses including rental assistance for **MONROE RESIDENTS** at or below 60% of the median income. The City seeks to select an organization to administer these funds reflective of its desire to assist people in our community with overcoming the barriers of first and last months' rent and deposit or who are in need of rental assistance to prevent eviction.

### **Funding:**

SHB 1406 was a part of the 2019 legislative session. It is intended to provide a new affordable housing revenue stream for those counties, cities, and towns that choose to participate. This sales tax option is actually a credit against the state sales tax rate of 6.5%. It does not increase the tax rate for consumers. The sales tax is set to expire in 2039.

The City of Monroe has \$120,792 as of 12/31/2022. The city's yearly receipts are capped at \$45,540.00. The contract will be for a duration of three years to distribute \$70,000.00 per year. The program will be assessed in the third year and if found to be successful, the contract can be extended for an additional two years based on available funding. Awarding the contract to administer these funds will be considered through this Request for Proposal (RFP) process.

Administrative costs could be an allowed use of funds, but costs would need to be specifically related to providing rental assistance.

### **City's Role:**

The City's role in human services is to help facilitate and coordinate human service programs in Monroe, but not directly provide services.

Working in conjunction with human service agencies, the private sector, the state, and other pertinent groups, the City of Monroe can coordinate a more effective human services delivery system. The City of Monroe remains committed to human services with both financial support and collaborative efforts.

The City may use its funds to supplement funds from other public and private sector sources; however, if other funds are withdrawn, the City will not be committed to increased support of a program.

### **Request for Proposal Application Process:**

Application forms, for human service organizations requesting a contract to administer these funds from the City, will be made available on March 29, 2023 and must be returned to the City no later

than 5:00pm on Wednesday, April 19, 2023. (*A copy of the Application is available for review in Attachment A.*)

Applications can be mailed or hand-delivered to:

Jodi Wycoff, City Clerk  
806 W. Main Street  
Monroe, WA 98282

Emailed applications can be delivered to: [jwycoff@monroewa.gov](mailto:jwycoff@monroewa.gov)

As a matter of policy, the review committee will not accept late applications and/or direct appeals to the Review Committee.

The City of Monroe will not fund services that are legally the responsibility of another public agency or funding source. However, the City reserves the right to help support such services if it is deemed to be in the best interest of Monroe residents.

Specific contracts with human service organizations are subject to the approval of the Monroe City Council. Human services contracts are intended to be implemented in May 2023.

### **Basic Eligibility Requirements:**

The City of Monroe Human Service Request for Proposal establishes the following eligibility requirements for all agencies requesting human service funding:

1. Each agency must submit a completed application by 5:00pm on Wednesday, April 19, 2023. Applications received after the posted date and time will not be accepted.
2. Human service organizations must serve Monroe residents and have obtained and provide proof of nonprofit status before funds are awarded.
3. Applicants must have an adopted nondiscriminatory policy.
4. Applicants must have adopted and demonstrate sound and accepted management, business, and accounting practices.

### **Request for Proposal Application and Criteria Overview:**

1. The intent is to make the application as short as possible while gathering enough information to help reviewers make informed recommendations for funding. The application is divided into five sections:
  - Checklist - to assist the applicant with submitting a complete application.
  - Certification - to determine the applicant meets the City's priorities.
  - Organization Information - minimum applicant information for contracting purposes.
  - Questions - to help review committee score applications using evaluation criteria.
  - Budget - budget spreadsheet and narrative.
2. Projects must address underserved human services needs in the following category.

- Rental Assistance
3. Applicants applying for a contract to administer funds must meet the City's Human Services Request for Proposals' basic eligibility requirements.
  4. If the basic eligibility requirements are satisfied, applications will be reviewed, utilizing a subjective rating system, using the following factors:
    - Priority will be given to applicants that demonstrate, by providing letters of support, collaboration with other human service providers.
    - Priority will be given to applicants that can clearly describe using these funds in a reasonable cost per unit of service or a high cost/benefit ratio.
    - Priority will be given to applicants which can additionally serve the Black, Indigenous, and People of Color (BIPOC) community in a culturally relevant and inclusive way.
    - Priority will be given to applicants who can demonstrate their commitment to delivering Trauma Informed Care (TIC) while working with vulnerable populations.
    - Priority will be given to applicants which have an established process for generating alternative sources of funding or services that supplement the awarded funds.
  5. The application includes specific questions relating to such things as:
    - The organizations experience administering rental assistance.
    - The specific client populations (e.g., number of City of Monroe residents) to be served.
    - Alternative and collaborative sources of funding should City funds be awarded at a reduced level.
  6. Applications will be reviewed by the Human Services Request for Proposal Review Committee (Review Committee). The Review Committee will be made up in part by Monroe community members and subject matter experts with a technical understanding of human services. The Review Committee will evaluate the information collected and then make funding recommendations to the Community Human Services Advisory Board and the City Council.
  7. Applicants may be invited to an interview session only if it is necessary to clarify proposals.
  8. Incomplete applications may not be considered.

*(A copy of the Evaluation Criteria is available for review in Attachment B.)*

### **City of Monroe Contracting Minimum Requirements:**

The City of Monroe will require awardees to sign the City's standard professional services agreement, provide proof of insurance naming the city as an additional insured, and meet other minimum contractual requirements. *(A copy of the City of Monroe Standard Professional Services Agreement is available for review in Attachment C.)*

<b>General Liability Insurance</b>	<b>Professional Insurance</b>	<b>Auto Insurance</b>
\$1M/occurrence; \$2M/aggregate	\$1M	\$1M/accident
Nonprofit Status Required	Upon Application Submission	
Fiscal Sponsorship	Upon Application Submission	
Business License	Upon Application Submission	
Non-Discrimination Policy	Upon Contracting	
City of Monroe Named as Additional Insured	Upon Contracting	

### **Proposed Timeline**

March 29, 2023	RFP and Applications issued
April 19, 2023	Applications due
April 20, 2023	Applications to review committees
May 4, 2023	Reviews complete
May 4, 2023	Review Committee recommendations
May 9, 2023	City Council awards contract
May 2022	Contracts and funds available

### **Award of Contract**

The successful applicant may be asked to participate in negotiations and may be asked to revise their proposal based on these negotiations. In submitting an application, each applicant acknowledges that they have read and understand these requirements.

Competitive applications will be considered and will result in a Fixed Price Contract.

The City reserves the right to:

- Select the application(s) which, in its sole judgment, best meets the needs of the City. The recommendations of the review committee are subject to review and final approval by the Mayor and the City Council.
- Reject any or all applications and to waive technicalities and informalities when such waiver is determined by the City to be in the City’s best interest.
- Retain all accepted applications, including proprietary documentation, regardless of which proposal(s) are selected. No proposals will be returned to proposers.
- Request any supplementary information it deems necessary to evaluate applicant experience or qualifications. This may include supplemental financial information, additional interview(s), and/or additional presentation by the applicant.
- Reconsider any application submitted at any stage of the process. It also reserves the right to meet with select applicants at any time to gather additional information.
- Delete or add functionality (i.e., modules and components) until the final contract signing.
- Cancel, in part or in its entirety, this RFP, including, but not limited to: selection schedule, submittal date, and submittal requirements.

- Revise the RFP prior to the date that applications are due. The City will communicate changes through addendum to this RFP.
- Extend the date by which the applications are due.
- Split the award from this RFP between multiple applicants when such split award is determined to be in the best interests of the City.
- To reject any and all applications and to waive informalities and minor irregularities in any applications 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 an application may also be sufficient cause for a proposal's rejection.

This RFP does not commit the City to award a contract. All applications submitted in response to this RFP become the property of the City and public records, and as such, may be subject to public review.

The City shall not be liable for any pre-contractual expenses incurred by prospective applicants or selected organizations, including but not limited to costs incurred in the preparation or submission of applications.

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.

The City reserves the right to cancel, in part or in its entirety, this RFP including, but not limited to: selection procedures, submittal date, and submittal requirements.

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



## 2023 CITY OF MONROE SHB1406 FUNDING ADMINISTRATION APPLICATION

The City of Monroe is accepting applications for an organization to administer HB1406 funding as rental assistance for Monroe residents.

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To be considered for an award, the applicant organization's (hereafter "organization") project must align with the HB1406 restricted uses of funding to provide rental assistance to Monroe residents at or below 60% of the median income.

**For more information please visit:**

Here is an article from MRSC explaining SHB1406 allowable uses: [MRSC - SSSSHB 1406: Understanding the Affordable Housing Sales Tax Credit](#)

Here is the link to the CHSAB page: [Community Human Services Advisory Board | Monroe, WA - Official Website \(monroewa.gov\)](#)

Here is the link to the 2021 Sky Valley Human Services Community Needs Assessment: [Community Human Services Needs Assessment | Monroe, WA - Official Website \(monroewa.gov\)](#)

Here is the link to the HPAC page: [Homelessness Policy Advisory Committee | Monroe, WA - Official Website \(monroewa.gov\)](#)

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### Checklist

This checklist is provided as a tool to assist you in the completion of your application. Late and/or incomplete applications will not be accepted. **If you have questions regarding your application, please contact Rachel Adams at RAdams@monroewa.gov. (Initial each statement after reading)**

\_\_\_\_\_ Did you sign the certification page and initial all the certification statements?

\_\_\_\_\_ Does the proposed project meet one of the categories detailed above?

\_\_\_\_\_ If mailing your application, did you leave enough time for the post office to deliver it? Remember, postmarks will not be accepted, and late application will be disqualified.

\_\_\_\_\_ I understand a project wrap-up report is required upon completion of project.

# Attachment A

## Certification

By signing this application, I understand and affirm that: **(initial each statement after reading)**

\_\_\_\_\_ If awarded, my organization intends to enter into a professional services contract with the City of Monroe, provide liability insurance as may be required for the duration of the contract naming the City of Monroe as an additional insured and in an amount determined by the City. In addition, my organization will provide proof of or obtain a City of Monroe business license, if required.

\_\_\_\_\_ The City of Monroe HB1406 funds are provided on a reimbursement basis. The City of Monroe will only reimburse those costs actually incurred by my organization and only after the expense is incurred, paid for if provided by a third party, and a signed Request for Reimbursement form (or other form acceptable to the City) has been submitted to the City, including copies of the invoices and payment documents.

\_\_\_\_\_ The applicant organization or identified partner must have a Monroe Business License or a documented 501(c)3 designation. Such status is required to be eligible for receipt of general funds from the City of Monroe.

\_\_\_\_\_ If awarded, requested funds will be used only for purposes described in this application. I understand the use of funds are subject to audit by the City of Monroe and the Washington State Auditor.

\_\_\_\_\_ I have reviewed, and if awarded funds, will abide by all City of Monroe procurement policies. [Procurement-Policies-and-Procedure-Manual-Adopted-07-14-20 \(monroewa.gov\)](http://monroewa.gov/Procurement-Policies-and-Procedure-Manual-Adopted-07-14-20)

\_\_\_\_\_ Awards will be determined by the City of Monroe in its sole discretion. Applications may be awarded for the full or a partial amount of the grant requested or declined.

\_\_\_\_\_ I certify that I have the legal authority of the organization represented in this application to submit this request for funding on its behalf, and I further certify that the information submitted in this application is true and correct to the best of my knowledge. I understand that the City of Monroe will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SUBMISSION DEADLINE:  
Wednesday, April 19, 2022  
5:00 p.m.**

# Attachment A

Applications must be mailed or emailed to:

City of Monroe  
Monroe City Hall  
Attn: Jodi Wycoff, City Clerk  
806 W. Main Street  
Monroe, WA 98272  
[JWycoff@monroewa.gov](mailto:JWycoff@monroewa.gov)

Completed applications must be received by the date and time specified. Postmarks will not be accepted. If mailing, be sure to allow enough time for delivery.

## Organization Information

Legal Name of the Organization: \* \_\_\_\_\_

Doing Business As (DBA) Name (if applicable): \_\_\_\_\_

Unified Business Identifier (UBI) Number: \* \_\_\_\_\_

Organization Street Address: \* \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Organization Mailing Address: \_\_\_\_\_  
(if different from street address)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Organization Website: \* \_\_\_\_\_  
(Please enter "N/A" if none)

Applicant Name: \* \_\_\_\_\_

Applicant Title: \* \_\_\_\_\_

Applicant Mailing Address: \_\_\_\_\_  
(if different from organization mailing address)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Applicant Phone: \* (\_\_\_\_\_) \_\_\_\_\_ Applicant E-mail: \* \_\_\_\_\_

Project Contact: \_\_\_\_\_  
(if different from applicant)

Project Contact Phone: (\_\_\_\_\_) \_\_\_\_\_ Project Contact E-mail: \_\_\_\_\_

\* Response required for application to be considered complete



# Attachment A

## Questions

Q1: Please describe the organization's experience, if any, with providing rental assistance:

Maximum 500 characters:

Q2: Clearly detail the organization's plan to use these funds:

Maximum 500 characters:

Q3: How will the organization administering demonstrate their commitment to Trauma Informed Care (TIC) in their work with vulnerable populations?

Maximum 500 characters:

Q4: How will the organization serve the Black, Indigenous, and People of Color (BIPOC) community's needs?

Maximum 500 characters:

# Attachment A

Q5: How will your organization verify recipient qualifications for rental assistance?

Maximum 500 characters:

Q7: Has the organization secured collaborations within the Monroe community to achieve the desired outcomes? Briefly describe such partnerships and list community and/or business partners and attach any collected letters of support demonstrating collaborations.

Maximum 500 characters:

Q8: List other funding sources that your organization has secured to supplement this effort?

Maximum 500 characters:

Any additional comments or information the Applicant would like to provide:

Maximum 500 characters:

# Attachment A

## Project Budget

Please provide a line-item detailed preliminary budget detailing how funds will be spent. Please specify whether your various match items will be cash, in-kind, or other funding sources.

ITEM	FUNDS REQUESTED	APPLICANT CONTRIBUTIONS	OTHER FUNDING SOURCES
<b>TOTAL</b>			

# Attachment A

## Budget Narrative

In the space below, please include any information which you feel may provide useful background on your proposed preliminary budget, such as source and rate at which matching labor costs are calculated, etc. Also, note the sources of “other funding”.



## 2022 CITY OF MONROE HUMAN SERVICES AWARD EVALUATION CRITERIA

<b>Applicant Name:</b>	<b>Reviewer Requests an Interview</b> <input type="checkbox"/>		
Criteria	Potential Points <i>1=strongly disagree</i> <i>3=neutral</i> <i>5=strongly agree</i>	Comments	Points Awarded
<b>1 Budget outlines in detail how City funds will be spent.</b>	<b>0 1 2 3 4 5</b>		
<b>2 Proposed use of funds demonstrate a high cost/benefit ratio.</b>	<b>0 1 2 3 4 5</b>		
<b>3 Applicant describes how recipient qualifications will be verified.</b>	<b>0 1 2 3 4 5</b>		
<b>4 Includes serving Black, Indigenous, and People of Color (BIPOC) community.</b>	<b>0 1 2 3 4 5</b>		
<b>5 Demonstrates commitment to Trauma Informed Care (TIC).</b>	<b>0 1 2 3 4 5</b>		
<b>6 Applicant is qualified and has the capacity to administer these funds.</b>	<b>0 1 2 3 4 5</b>		
<b>7 Budget Narrative details why the preliminary Budget is appropriate and cost effective.</b>	<b>0 1 2 3 4 5</b>		
<b>8 Applicant has demonstrated collaborations and participation within the Monroe community. (3 or more letters of support = 5)</b>	<b>0 1 2 3 4 5</b>		
<b>9 Demonstrates financial support from other funding sources.</b>	<b>0 1 2 3 4 5</b>		
			<b>Total Score</b> <i>(out of 45 possible)</i>

# Attachment C

<b>CONSULTANT AGREEMENT</b>	
<b>PROJECT TITLE AND IDENTIFICATION NUMBER</b>	<b>WORK DESCRIPTION</b>
<b>CONSULTANT</b>	<b>CONSULTANT CONTACT NAME, AND TELEPHONE NO.</b>
<b>FEDERAL I.D. NO.</b>	<b>BUDGET OR FUNDING SOURCE</b>
<b>PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO.</b>	<b>MAXIMUM AMOUNT PAYABLE, IF ANY</b>  \$
<b>COMPLETION DATE</b>	<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

# Attachment C

THIS AGREEMENT is entered into on \_\_\_\_\_, 2022 between the City of Monroe, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

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

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

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

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

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

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached

# Attachment C

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.



# Attachment C

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.

# Attachment C

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.

# Attachment C

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.

# Attachment C

## 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.

# Attachment C

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.

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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

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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,

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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:

\_\_\_\_\_

Jodi Wycoff, City Clerk



# Attachment C

## **EXHIBIT A**

### **SCOPE OF WORK**

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## **EXHIBIT B**

### **COMPLETION SCHEDULE**

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## **EXHIBIT C**

### **FEE SCHEDULE**

# Attachment C

## **EXHIBIT D**

### **SUBCONSULTANT LIST**

# Attachment C

## 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.**

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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.***

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#### **2.52.030 Award of contracts prohibited.**

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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,

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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.*

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