City of Renton
REQUEST FOR PROPOSALS
Hearing Examiner Services

<table>
<thead>
<tr>
<th>Request for Proposals Information:</th>
<th>Submit Proposals to:</th>
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</thead>
<tbody>
<tr>
<td><strong>RFP Title</strong></td>
<td>Hearing Examiner Services</td>
</tr>
<tr>
<td>Date Issued:</td>
<td>March 25, 2011</td>
</tr>
<tr>
<td>Contact Persons:</td>
<td>Marty Wine</td>
</tr>
<tr>
<td></td>
<td>Assistant Chief Administrative Officer</td>
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<tr>
<td>Email Addresses:</td>
<td><a href="mailto:mwine@rentonwa.gov">mwine@rentonwa.gov</a></td>
</tr>
<tr>
<td>Proposals Due:</td>
<td>April 11, 2011, 4:30 pm</td>
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<tr>
<td>Physical &amp; Mailing Address:</td>
<td>City of Renton</td>
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<tr>
<td></td>
<td>Mayor’s Office</td>
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<tr>
<td></td>
<td>1055 South Grady Way</td>
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<tr>
<td></td>
<td>7th Floor</td>
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<td>Renton, WA 98057</td>
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General Information

- **NOTICE:** Notice is hereby given that proposals will be received by the City of Renton, Washington, for Hearing Examiner Services by filing with the City at the above location.

- **BACKGROUND:** The City of Renton was incorporated in 1901 and functions as a Washington code city with an elected Mayor and seven-member City Council, both elected at large to four-year terms. The Chief Administrative Officer is appointed by the Mayor as the chief operating officer of the City, who in turn appoints the City’s seven department directors. Renton’s annual Operating, Special Purpose, and Capital Budgets total approximately $400 million for 2011-12, employing approximately 700 full-time equivalent positions and contracting some services.

The City has established a Hearing Examiner system, as authorized by State law. The City has used an on-staff Examiner office for more than 35 years and began a contract in 2011 due to changes in workload. The Hearing Examiner plays a vital role in the City’s review processes and its relationship with its citizens. Contractors are expected to provide full administrative support services for hearing and decision reporting. Scheduling is done in coordination with staff from the City’s Community and Economic Development Department.

**PURPOSE:** The City of Renton is soliciting requests for proposals for the purpose of contracting with qualified hearing examiners. The Hearing Examiner conducts quasi-judicial hearings on land use matters on behalf of the City, and makes decisions or recommendations supported by findings and conclusions. The Hearing Examiner also conducts other hearings as provided by statute, ordinance, or at Mayor or Chief Administrative Officer direction, including but not limited to: vehicle impoundment; business license denial, drug forfeiture seizure, and unfit building matters.

**ANTICIPATED SCOPE OF SERVICES:** The individuals with whom the City contracts shall perform the duties of the Hearing Examiner as set forth in Renton City Code Chapter 3-1-5, as now or hereafter amended, together with such other Hearing Examiner services as may be provided by the Renton City Code and/or may be assigned from time to time by the Mayor or Chief Administrative Officer or his or her designee, in accordance with established procedures and performance guidelines set forth below. Proposers will be expected to be familiar with applicable state law, real property law, to become efficiently familiar with the City of Renton development codes and all other applicable codes, ordinances, regulations and policies. The City anticipates paying the Hearing Examiner for such services $120.00 per hour.
The City of Renton will reimburse the Hearing Examiner for actual out of pocket expenses incurred in the conduct of the Examiner’s duties, including mileage to and from public hearings, and sites selected for viewing to gain a satisfactory understanding of the facts and issues, parking, long distance telephone charges, facsimile transmission charges, and copying charges. All invoices are expected to identify the basis of the charge and the matter or proceeding for which it was incurred.

The Hearing Examiner shall provide administrative and other support services for the Examiner(s) independently, obtaining secretarial or other support service expenses for hearing summary and report generation. The City is responsible for recording the proceedings for records purposes. The duration of this contract is expected to be from June 1, 2011 to June 1, 2014.

RULES & PROCEDURES

1. **Roles and Relationships:**
   
a. **Hearing Examiner.** The Hearing Examiner is the hearing officer for the City. As such, the Examiner conducts hearings on such matters as are assigned by the Department of Community and Economic Development or Mayor or Chief Administrative Officer. The Examiner is responsible for all aspects of each matter assigned from the time of assignment through its conclusion, and issues reports in the form of a decision or recommendation, with findings of fact and conclusions supporting the decision/recommendation, as provided in Renton City Code Chapter 3-1-5 and the Hearing Examiner’s Rules of Procedure as anticipated for future adoption by the Renton City Council. The City will ask the Hearing Examiner to propose Rules of Procedure for consideration.

   b. **City Attorney.** The City Attorney provides legal advice and assistance as requested by the Hearing Examiner. The Assistant City Attorneys provide representation and advice to departments/employees that appear before the Examiner. The City Attorney also advises the Mayor, City Council, and Chief Administrative Officer in regard to decisions and recommendations of the Examiner.

   c. **Assistant Chief Administrative Officer.** The Assistant Chief Administrative Officer coordinates the work of the Hearing Examiner in concert with the Department of Community and Economic Development, and is responsible for managing the contract(s) with the Hearing Examiner(s) and reviewing the performance of the Examiner(s).

   d. **Department of Community and Economic Development.** The Community and Economic Development manages development applications, and in coordination with Examiners, schedules and assigns of matters made to the individual Examiners.

   e. **City Clerk.** The City Clerk is responsible for scheduling vehicle impoundment hearings, notice to parties regarding scheduling, receiving appeal requests, retention of final decision and exhibits, and any proceedings before the City Council.

   f. **Department Administrators.** Department Administrators and their staff members appear as parties and/or witnesses in Hearing Examiner proceedings.

2. **Hearing Examiner Meetings:**

   The Hearing Examiner(s) will meet periodically as needed with the Assistant Chief Administrative Officer, or Department staff to discuss procedures, rules, problems, and any matters that may be of concern to the Examiner(s), the Mayor, Council, the Administrators, and/or staff.
3. **Rules of Procedure:**

   The Hearing Examiner(s) will from time to time review and make suggestions to the Assistant Chief Administrative Officer for modifications to the Hearing Examiner Rules of Procedure as the Examiner(s) feel(s) necessary.

4. **Performance Measures**

   The performance of the Examiner(s) will be evaluated at least annually according to the following measures of effectiveness.

   - The logic of findings and conclusions and the reasoning of recommendations and decisions.
   - The decorum, demeanor and effectiveness of the Examiner(s) in the management and conduct of the proceedings assigned.
   - The efficiency, effectiveness and service demonstrated, including cost effectiveness, timeliness, and responsiveness to all who appear before the Examiner.
   - Preparation of reports, including format, clarity, comprehensibility, timeliness, thoroughness, completeness, grasp of and responsiveness to the issues presented, and familiarity with and application of applicable and relevant criteria, policies, regulations, and/or law.

   **SUBMITTAL REQUIREMENTS.** To facilitate the evaluation process, proposals should be no longer than five single sided pages, excluding sample reports, and should focus on experience and understanding on the subjects listed below. Responses to this RFP must provide the following specific information requested below.

   1) **Name and contact information.**
   2) **Hearing Examiner Experience.** List, chronologically, your Hearing Examiner experience. If the proposer is an attorney at law, state name of law school and year of graduation from law school, and if the proposer is a firm, provide this information for all attorneys anticipated to provide services to the City.
   3) **Land Use Law.** Describe experience with administering and interpreting land use laws in the state of Washington.
   4) **Environmental Law, including your experience with SEPA, NEPA, or similar environmental laws.**
   5) **Shoreline Laws, including your experience with the Shoreline Management Act, or similar federal and state laws.**
   6) **Land Use Code and other City regulations relating to land use or development for the City of Renton and/or other municipalities.**
   7) **Civil violation proceedings, code enforcement, vehicle impoundment appeals.**
   8) **Other Hearing Examiner or administrative law judge experience, i.e., tax appeals, local improvement districts, drug forfeiture proceedings, administrative appeals, etc.)** Please list any other experience you have had as a Hearing Examiner or administrative law judge. Non-legal experience may be listed. Please list jurisdictions, types of experience, and approximate dates of service.
   9) **Proposed outline of tasks for a typical hearing.**
10) Proposed hourly fee and/or estimated cost by hearing type.

For each area of experience, please list jurisdictions, types of cases, approximate numbers of cases, hearings conducted, and approximate dates/timeframes in which services were provided. Non-legal experience may be listed.

A statement describing your view of the roles and duties of a Hearing Examiner in a municipal setting and your approach to conducting public hearings, including your perspective about what constitutes a “good result” for public hearings that the Hearing Examiner might preside over.

Two Hearing Examiner’s reports (recommendations or decisions) for hearings you have conducted, or other similar written report demonstrating similar experience. Example reports are not included in the five-page limit.

Submittals are to be delivered by email or in an envelope clearly marked with: RFP - Hearing Examiner Services by the deadline listed above.

EVALUATION CRITERIA. Evaluations of submittal proposals will be based on the following criteria.

Responsiveness of proposal to RFP purpose and scope
Price
General qualifications:
- Education and background
- Training and experience in:
  - Land Use, Environmental and Shorelines Law
  - Code Enforcement Law
- Background, training, and experience as Hearing Examiner
- Experience working in public sector

Conduct of public hearings:
- View of the role and duties of Hearing Examiner
- Approach to conducting public hearings, including creating a professional and courteous environment for applicants and staff
- View of the principles that lead to “good” public hearings and definition of a “good result” in a contested matter coming before the Hearing Examiner
- Approach to participants in public hearings

Decision making:
- Thoroughness of decisions
- Clarity of decisions
- Ability to identify issues, facts and relevant rules
- Application of the rules and law to the facts

RFP SCHEDULE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Release and Publishing</td>
<td>March 25, 2011</td>
</tr>
<tr>
<td>Vendor Questions (if any) Due by:</td>
<td>March 30, 2011</td>
</tr>
<tr>
<td>Responses to Vendor Questions posted on internet by:</td>
<td>April 1, 2011</td>
</tr>
<tr>
<td>Proposal Responses Due</td>
<td>April 11, 2011</td>
</tr>
<tr>
<td>Notify apparently successful individuals/firms</td>
<td>April 20, 2011</td>
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</tbody>
</table>
 Council contract review | April 30, 2011  
New Contract in Place | May 15, 2011  

QUESTIONS. Questions regarding this project maybe directed to Assistant Chief Administrator Marty Wine via mwine@rentonwa.gov no later than 4:30 pm March 30, 2011. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Answers to questions will be posted on the City’s website at www.rentonwa.gov under “search” “City Clerk” and “Request for Proposals” no later than April 1, 2011. It is the responsibility of individuals/firms to check the website for any amendments or questions posed related to this RFP.

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

PROPOSAL MODIFICATION & CLARIFICATIONS. The City reserves the right to request that any Vendor clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal. Modification of a proposal already received will be considered only if the modification is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

EXCEPTIONS. If a vendor(s) has exception to any term or condition set forth in this proposal and/or the Sample Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified in the RFP response. Such exceptions shall be considered in the evaluation and award process. The City shall be the sole determiner of the acceptability of any exception.

PROPOSAL VALIDITY PERIOD. A submittal will signify the vendor’s agreement that its proposal and the content thereof are valid for 90 days following the submission deadline unless otherwise agreed to in writing by both parties.

RESPONSE FORMAT. Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials are discouraged. Emphasis in the proposal should be on completeness, clarity of content, and adherence to the presentation structure required by the RFP. Vendor proposals must be submitted in the format specified below. Vendors that deviate from this format may be deemed non-responsive. Faxed proposals will not be accepted.

PROPOSAL RESPONSE DATE AND LOCATION: Proposals must be submitted no later than 4:30 pm on April 11, 2011, to Marty Wine, Assistant Chief Administrative Officer, 1055 S. Grady Way, 7th Floor Mayor’s Office, Renton, WA 98057. All proposals and accompanying documentation will become the property of the City and will not be returned. Vendors accept all risk of late delivery of mailed proposals regardless of fault.

CONTRACT NEGOTIATION. The City reserves the right to negotiate with the highest ranked vendor, that, in the opinion of the City has submitted a proposal that is the “best value” to the City. In no event will the City be required to offer any modified terms to any other firm prior to entering into an agreement with a proposer and the City shall incur no liability to any proposer as a result of such negotiation or modifications. It is the intent of the City to ensure it has the flexibility it needs to arrive at a mutually
acceptable agreement. Negotiations may include, but not be limited to, matters such as: contract details, contract payment details, service requirements, and minor changes to the scope of services.

**CONTRACT AWARD.** The City reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the Vendor can offer. The Vendor selected as the apparently successful Vendor will be expected to enter into a contract with the City.

**SAMPLE CONTRACT.** A sample contract is provided as an attachment following this RFP document. It is expected that the Vendor will review this contract prior to submitting a proposal. The City typically does not accept changes to the Professional Services Contract terms and conditions. Should the Vendor wish to propose changes to the Contract terms and conditions, the desired changes must be identified in the Vendor’s proposal. The City is under no obligation to accept such proposed changes, and may reject a Vendor’s proposal based on proposed changes unacceptable to the City. Additionally, the City will verify Vendor representations that appear in the proposal. Failure of a Vendor to perform services as represented may result in elimination of the Vendor from further competition or in Contract cancellation or termination.

Once the City and Vendor have reached an agreement on the scope of services, a final contract will be prepared by the City. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. If the selected Vendor fails to sign the Contract within ten (10) business days of delivery of the final Contract, the City may elect to negotiate a Contract with the next-highest ranked Vendor. The City shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

The City further reserves the right, at its sole option, to award more than one contract or split a contract among multiple Vendors, or use a contract different from the sample City contract.

**TITLE VII/EQUAL OPPORTUNITY EMPLOYMENT.** No person will discriminate on the grounds of race; religion/creed; national origin; ancestry; sex; the presence of a physical, sensory, or mental disability; age over 40; sexual orientation or gender identity; pregnancy; HIV/AIDS and Hepatitis C status; use of a guide dog/service animal; marital status; parental/family status; military status; or veteran’s status, in accordance with City policy and as set forth in federal, state and local laws.

**BUSINESS REGISTRATION AND TAXATION.** The vendor(s) awarded the contract will be subject to City of Renton business licensing requirements. Questions about the City’s business license program can be directed to the Department of Finance and Information Technology at 425-430-6851.

**NON-ENDORSEMENT.** As a result of the selection of a vendor to supply products and/or services to the City, vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

**NON-COLLUSION.** Submittal and signature of a proposal swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the vendor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

**OWNERSHIP OF DOCUMENTS.** Any reports, studies, conclusions and summaries prepared by the Vendor shall become the property of the City.
CONFIDENTIALITY OF INFORMATION. All information and data furnished to the Vendor by the City, and all other documents to which the Vendor’s employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

COMPLIANCE WITH LAWS AND REGULATIONS. In addition to nondiscrimination and affirmative action compliance requirements previously listed, the vendor or vendors ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

PUBLIC RECORDS. Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the “documents”) become a public record upon submission to the city, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the city receives a request for, inspection or copying of any such documents it will promptly notify the person submitting the documents to the city (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the city within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The city assumes no contractual obligation to enforce any exemption.

COOPERATIVE PURCHASING. RCW 39.34 allows cooperative purchasing between public agencies political subdivisions) in the State of Washington. Public agencies that file an Interposical Joint Purchasing Agreement with the City of Renton may also wish to procure the goods and/or services herein offered by the selected vendor. The selected vendor shall have the option of extending its offer to the City of Renton to other agencies for the same cost, terms and conditions.

The City of Renton accepts no responsibility for agreements, contracts or purchase orders issued by other public agencies to the vendor. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The City of Renton accepts no responsibility for the performance of the vendor in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the vendor for other public agency purchases.
SAMPLE
AGREEMENT FOR SERVICES

This agreement is being entered into this ___ day of _______, 2011, by and between the City of Renton, a municipal corporation hereinafter referred to as City, and ______________________________, hereinafter referred to as the Hearing Examiner pro tem, in consideration of the mutual benefits, terms and conditions hereinafter specified.

1) Term. The term of this Agreement shall be for one year from the date the Agreement is signed, subject to the Termination section.

2) Services. The Hearing Examiner pro tem agrees to provide the following services for the City of Renton.

   a) Perform a variety of administrative and quasi-judicial duties related to matters ranging from land use and environmental cases to appeals of various City departments' determinations; conduct open public hearings to assure due process in an impartial, objective and timely manner; and render decisions and recommendations to the City.
   
   b) Conduct quasi-judicial and administrative hearings, applying relevant federal, State or local standards and decisional law; receive, consider and examine testimony and exhibits related to matters heard; prepare a case record and enter findings, conclusions, decisions and recommendations to the City.
   
   c) Hear, recommend or decide various land use issues as provided for by City ordinances; assure compliance with City, State and federal environmental regulations; consider statutory requirements and philosophical guidelines in determining the appropriate size, scale and design of development projects.
   
   d) Conduct hearings of appeals for vehicles impounded as provided for by City ordinances.
   
   e) Conduct, subject to court appeal, forfeiture hearings of property involving controlled substances.
   
   f) Analyze technical drawings and development plans and approve development permits in keeping with land use laws, regulations and policies.
   
   g) Prepare the Hearing Examiner Report as mandated by ordinance; render decisions in writing that are clear, complete and internally consistent, factually accurate and legally sufficient, and provide to the City for distribution to parties of record and interested parties.

3) Conflict of Interest. The Hearing Examiner pro tem agrees to disqualify himself or herself as to any application regarding which the Hearing Examiner pro tem has had substantial pre-hearing contact with proponents or opponents; regarding which the Examiner has a personal financial interest or other appearance of fairness conflict. The Hearing Examiner pro tem further agrees that neither he nor any firm of which he is a principal, officer, or employee shall offer new consultation services or other new professional assistance related to land use activities in the City of Renton which may result in applications for review under the provisions of city codes within the Hearing Examiner pro tem’s decision making authority during the duration of this Agreement, or for a period of six (6) months following termination thereafter. The Hearing Examiner pro tem will endeavor to give the City as much advance notice of a possible conflict to hear any item so that the item can be assigned to another pro tem hearing examiner.
4) **Procedures and Exhibits.** The *Hearing Examiner pro tem* agrees to adopt and communicate to parties a set of procedures for the conduct of hearings. During the course of the conduct of hearings, the *Hearing Examiner pro tem* shall mark and record all exhibits accepted into the record, with the case, number or letter of the exhibit. All such exhibits will be entrusted to the City after the *Hearing Examiner pro tem* has rendered his final decision on the matter.

5) **Facilities and Administrative Support.** The City will provide facilities for the conduct of hearings, including a hearing room and recording equipment. The City will also provide staff support at the hearing to record proceedings. The staff support includes carrying out all public notice requirements of the City code.

6) **Recesses and Continuances.** The *Hearing Examiner pro tem* agrees to set all recessed or continued hearings to a time certain whenever possible. The *Hearing Examiner pro tem* will coordinate such rescheduling with the City to ensure that adequate facilities will be available.

7) **Compensation.** The City will pay the *Hearing Examiner pro tem* at the rate of $110 per hour for services provided, not including travel time to and from the City. Payment will be for time actually devoted to rendering services under this agreement, for hearings assigned, and time necessary for hearing and decision preparation. This compensation rate may be adjusted annually by the City. The *Hearing Examiner pro tem* shall keep accurate time records and shall provide such records for review by the City as requested. Invoices documenting hours spent for services rendered may be submitted monthly to the City’s Assistant Chief Administrative Officer for payment.

8) **Insurance.** The City requires the *Hearing Examiner pro tem* to carry automobile insurance of $500,000 per occurrence and furnish proof of insurance and a driving record abstract to the City.

9) **Indemnification.** The *Hearing Examiner pro tem* shall indemnify, defend and hold harmless the City, its officers, agents, employees and volunteers, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from legal malpractice, civil rights violations, injury or death to persons, including injuries, sickness, disease or death to *Hearing Examiner pro tem*’s own employees, or damage to property occasioned by a negligent act, omission or failure of *Hearing Examiner pro tem*.

Except in cases where the City elects to appeal or challenge an action or decision of the *Hearing Examiner pro tem*, the City will actively represent the *Hearing Examiner pro tem* and defend any and all legal challenges to or appeals of any action taken and/or decision rendered by the *Hearing Examiner pro tem* when acting within the scope of the quasi-judicial duties called for by this agreement, to the same extent as it would for any other City quasi-judicial decision maker. The costs of such legal representation shall not be charged to the *Hearing Examiner pro tem* as long as the action taken and/or decision rendered is within the scope of the quasi-judicial duties called for in this agreement. The City reserves the right to settle any such appeal or legal challenge to any such action or decision in any manner deemed appropriate by the City with or without consulting with or obtaining the consent of the *Hearing Examiner pro tem*. In the event that any action taken and/or decision rendered is determined to be outside the scope of the *Hearing Examiner pro tem*’s quasi-judicial duties, the City shall have no obligation to represent or defend the *Hearing Examiner pro tem* or any action taken and/or decision rendered, and the *Hearing Examiner pro tem*’s indemnity obligations set forth in this agreement shall apply.
10) **Compliance with Laws.** *Hearing Examiner pro tem* shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this agreement.

11) **Discrimination Prohibited.** The *Hearing Examiner pro tem*, with regard to work performed under this agreement, will not discriminate on the grounds of race; religion/creed; national origin; ancestry; sex; the presence of a physical, sensory, or mental disability; age over 40; sexual orientation or gender identity; pregnancy; HIV/AIDS and Hepatitis C status; use of a guide dog/service animal; marital status; parental/family status; military status; or veteran’s status, in accordance with City policy and as set forth in federal, state and local laws.

12) **Independent Contractor.** *Hearing Examiner pro tem* and the City agree that *Hearing Examiner pro tem* is an independent contractor with respect to the services provided under this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither *Hearing Examiner pro tem* nor any of his or her employees shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The Hearing Examiner shall be solely responsible for payment of all taxes and fees, including business license fees and social security taxes.

13) **Nonexclusive Contract.** Nothing herein shall constitute a guarantee to provide a minimum amount of work or a promise to supply work to the *Hearing Examiner pro tem* by the City. The City reserves the right to assign hearing examiner duties to other persons, either by way of agreement or employment.

14) **Assignment.** The *Hearing Examiner pro tem* shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

15) **Non-Waiver.** Waiver of any provision of this agreement, or any time limitation provided for in this agreement by the City shall not constitute a waiver of any other provision.

16) **Termination.** This Agreement shall remain in full force and effect for one calendar year with opportunity for extension by mutual agreement of the parties. This Agreement may be terminated without cause by either party by giving 60 days written notice of termination.

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**CITY OF RENTON**

By: ______________________________

City of Renton  
1055 South Grady Way, 7th Floor  
Renton, WA  98057  
(425) 430-6500  
FAX: (425) 430-6523

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**HEARING EXAMINER PRO TEM**

By: ______________________________

Name

Mailing Address

City  
State  
Zip

(____)  
Telephone Number

(____)  
E-mail Address

(____)  
FAX Number