



CITY OF
BAINBRIDGE ISLAND

REQUEST FOR PROPOSAL

HEARING EXAMINER SERVICES

<p><u>Request for Proposal Information:</u></p> <p>RFP Title: HEARING EXAMINER SERVICES</p> <p>Date Issued: October 27, 2017</p> <p>Contact: Rosalind Lassoff Executive Assistant (206) 780-8624</p> <p>Email Address: cityadmin@bainbridgewa.gov</p> <p>Proposals Due: November 14, 2017</p>	<p><u>Submit Proposal to:</u></p> <p>Proposals shall be submitted electronically to the following email address:</p> <p> cityadmin@bainbridgewa.gov</p>
---	--

PURPOSE

The City of Bainbridge Island (“City”) is requesting proposals from individual attorneys or firms with substantial Hearing Examiner experience for the purpose of selecting a Hearing Examiner. The Hearing Examiner conducts quasi-judicial hearings on complex land use matters and regulatory compliance issues on behalf of the City and issues decisions and recommendations supported by findings and conclusions.

PREFERRED QUALIFICATIONS

Education: A Juris Doctor degree and a license to practice law in the State of Washington is preferred. Applicants without a Juris Doctor degree will be considered provided that they can demonstrate substantial knowledge of land use and zoning law and meet the minimum experience requirements identified below.

Experience: Five (5) years of experience in land use and zoning law, preferably as a land use hearing examiner or as a land use attorney representing clients before administrative decision



CITY OF
BAINBRIDGE ISLAND

makers such as hearing examiners, city/county councils, boards of adjustment, and/or planning commissions in the State of Washington.

TERM OF SERVICES

The duration of this Agreement will be for a two-year term, from January 1, 2018, to December 31, 2019.

GENERAL STATEMENT OF SCOPE OF SERVICES

The individual or firm with whom the City contracts shall perform the duties of the Hearing Examiner as set forth in the Bainbridge Island Municipal Code (“BIMC”). See, e.g., BIMC 2.14.030, BIMC 2.16.020, BIMC 2.16.100, and other relevant BIMC provisions. The Hearing Examiner shall also perform the duties set forth in Attachment A, Scope of Services, in the *Proposed Agreement for Professional Services for the City of Bainbridge Island Hearing Examiner* that is attached to this RFP and is incorporated into the RFP as if fully set forth herein.

The Hearing Examiner shall be appointed by the City Manager and confirmed by the City Council and shall serve for a term of two (2) years.

The Hearing Examiner is responsible for conducting hearings on and adjudicating quasi-judicial cases involving a variety of complex land use and regulatory compliance issues, and other issues which the City Council may designate to the Hearing Examiner by ordinance or resolution. The Hearing Examiner shall issue decisions and recommendations based on relevant ordinances, regulations, policies, statutes, and other authorities.

In addition to any other duty established by ordinance or resolution, the Hearing Examiner:

1. Supervises and evaluates the work of employees as required.
2. Develops procedural rules for the scheduling and conduct of hearings and related matters.
3. Reviews properties that are the subject of hearings to become familiar with the terrain and relationships to other properties.
4. Receives and examines hearing related documents, and reviews case files, City codes and policies, environmental impact statements, plot plans, and topographical maps.



CITY OF
BAINBRIDGE ISLAND

5. Evaluates testimony and evidence, prepares records, enters final written findings, and imposes conditions to conform projects to City ordinances and land use policies.
6. Maintains knowledge of current relevant state and City land use laws, policies, and related state and federal court decisions.
7. Prepares reports and correspondence to the City Manager, City Council, and Planning Commission as requested.
8. Prepares and submits annual written reports to the City Manager and City Council, including how many hearings have been conducted, the final outcome of hearings, the time required to issue decisions, and the cost of hearings.
9. Meets with the City Manager, City Council, Planning Commission, and staff as requested to identify conflicts in the code.
10. When necessary, recommends candidates for Pro Tem Hearing Examiner for approval by the City Manager.

HEARING EXAMINER TO HAVE ITS OWN ADMINISTRATIVE SUPPORT

The City will provide a properly equipped hearing room and on-site audio-visual assistance. The Hearing Examiner shall independently provide for the Examiner's clerk and/or administrative staff and other support services. Scheduling of hearings is generally done in coordination with staff from the City's Department of Planning and Community Development. The City is responsible for recording the proceedings for the purpose of records retention.

Changes to this intended level of City support – either related to requiring more or less support – should be specifically addressed in any proposal submitted.

GENERAL INFORMATION

These contracted services are intended to begin on January 1, 2018.

There are generally two to four hearings a month, but there may be more depending on the month. The hearings are held in the Council Chamber at City Hall unless some other venue is necessary due to unique circumstances.



CITY OF
BAINBRIDGE ISLAND

COMPENSATION

The City and any party selected for these services will enter into a professional services agreement which will address compensation. Proposals must clearly set forth the fees or fee structure (e.g., hourly rate, monthly retainer, per-case fee) to be charged for the proposed services.

The City 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 hearings and to sites selected for viewing to gain a satisfactory understanding of the facts and issues, as well as for parking, long distance telephone charges, fax 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.

SELECTION PROCESS

All proposals will be reviewed and screened by the City Manager. Proposals will be evaluated by considering the Proposer's quality of experience, the strength of the approach described in the proposal, the responses to the questions provided below, and the cost to the City.

The City Manager will convene an interview panel and finalists will be invited for interviews. Following the interviews, the City Manager will make an appointment for City Council confirmation.

INSTRUCTIONS TO REPLY TO THIS REQUEST FOR PROPOSALS

To reply to this RFP, please submit a proposal of no more than five (5) pages stating:

1. **Name and contact information.** Identify and provide a resume or similar description of the educational and professional background for the individual who desires to serve as the City's Hearing Examiner, including the name of that individual's law school and the year of graduation from law school. Also provide information related to the professional and educational background of the individual who will serve as the clerk or administrative support for the Hearing Examiner.
2. **Hearing Examiner experience.** Describe relevant experience working for other jurisdictions as a Hearing Examiner, ALJ, or other quasi-judicial official. If the Proposer is a law firm, provide this information for all attorneys anticipated to provide services to the City.



CITY OF
BAINBRIDGE ISLAND

3. **Expertise.** Describe your experience with administering and interpreting: land use laws, codes, and municipal regulations in the State of Washington; environmental laws, such as SEPA and NEPA; and shorelines laws, such as the Shoreline Management Act, Shoreline Master Programs, and other similar local, state, and federal laws.
4. **Civil violation proceedings.** Describe your experience with code enforcement and other types of administrative appeals, including appeal proceedings outside of the land use context.
5. **Provide a statement describing your view of a municipal Hearing Examiner's roles and duties.** Describe your approach to conducting hearings and your perspective about what constitutes a "good result" for hearings over which the Hearing Examiner might preside.
6. **Fee proposal.** Provide a fee proposal that describes how you will be paid for the proposed services (e.g., hourly rate, monthly retainer, per-case fee).
7. **Provide two Hearing Examiner reports.** Provide two Hearing Examiner writing samples (i.e., recommendations, decisions, or orders) for hearings conducted by the Proposer, or similar written reports or documents demonstrating similar experience. Writing samples are not included in the five-page limit.
8. **Provide professional references.** Provide contact information for three professional references with personal knowledge of the Proposer's work and experiences that demonstrate qualifications and ability to serve as the City's Hearing Examiner.

As stated in the first part of this RFP, all materials shall be submitted electronically in one packet to the following email address:

cityadmin@bainbridgewa.gov

ALL APPLICATION MATERIALS MUST BE SUBMITTED BY 5:00 P.M. ON NOVEMBER 14, 2017.

At the City's discretion, proposals submitted after the due date and time may be considered. Proposers accept all risks of late delivery of submitted proposals.



CITY OF
BAINBRIDGE ISLAND

PROPOSED AGREEMENT

A proposed Agreement is provided as an attachment with this RFP. It is important that each Proposer review the Agreement prior to submitting a proposal, particularly the Scope of Work. The City typically does not accept changes to the Agreement's terms and conditions. Should the Proposer wish to propose changes to the Agreement's terms and conditions, the desired changes must be identified in the proposal. The City is under no obligation to accept such proposed changes and may reject a proposal based on proposed changes unacceptable to the City.

The City will verify Proposer representations that appear in the proposal. Failure of a Proposer to perform services as represented may result in elimination of the Proposer from further competition or in termination of the Agreement, consistent with the terms of the Agreement.



CITY OF
BAINBRIDGE ISLAND

PROPOSED

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR THE
CITY OF BAINBRIDGE ISLAND HEARING EXAMINER**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into between the City of Bainbridge Island, a Washington state municipal corporation (“City”), and [Name of Hearing Examiner/Firm] (“Hearing Examiner”).

WHEREAS, the City needs professional services in connection with Hearing Examiner services for the City of Bainbridge Island.

WHEREAS, the Hearing Examiner has the expertise and experience to provide said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Hearing Examiner as follows:

1. SERVICES BY THE HEARING EXAMINER

The Hearing Examiner shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as Attachment A and incorporated herein by this reference as if set forth in full. The Hearing Examiner shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and, in accordance with BIMC 2.14.030.B., the appointment of the Hearing Examiner shall be for a two-year term, beginning January 1, 2018, and continuing until December 31, 2019, unless sooner terminated by either party as provided below.

B. The City may terminate this Agreement and remove the Hearing Examiner for the reasons set forth in BIMC 2.14.030.B. In such event, the City shall provide written notice of termination to the Hearing Examiner that specifies the reasons for termination and the termination shall be effective the date the termination notice is issued.



CITY OF
BAINBRIDGE ISLAND

C. The Hearing Examiner may terminate this Agreement, with or without cause, upon sixty (60) days' written notice of termination.

D. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Hearing Examiner pursuant to this Agreement shall be submitted to the City, and the Hearing Examiner shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

3. PAYMENT

A. The City shall pay the Hearing Examiner for such services:

Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of (\$_____);

Fixed Sum: a total amount of \$_____;

Other: \$_____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

B. The Hearing Examiner shall submit, in a format acceptable to the City, invoices for services performed. The Hearing Examiner shall be paid [e.g., at the rate of \$_____ per hour, by monthly retainer, or by per-case fee] for actual time spent carrying out the duties required under this Agreement, including review of file materials, applicable Bainbridge Island Municipal Code sections, and other relevant sources as necessary to prepare for hearings, as well as travel time between the Examiner's office and Bainbridge Island City Hall and, if a site visit is necessary, between the Examiner's office and the site in question. The Hearing Examiner shall be compensated pursuant to an invoice submitted by the Examiner to the City after the issuance of the decision rendered by the Examiner on each appeal. The billing statements shall reflect services rendered in increments of one-tenth of an hour. The billing statements shall provide a brief summary of the services provided for each date services were performed, the number of hours (or fractions of hours) spent, and expenses and disbursements in detail.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Hearing Examiner. All payments shall be subject to adjustment for any amounts, upon audit, determined to have been improperly billed.

D. The Hearing Examiner shall maintain time and expense records and provide them to the City upon request.



CITY OF
BAINBRIDGE ISLAND

E. If the services rendered do not meet the requirements of this Agreement, the Hearing Examiner shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until the payment request meets the requirements of this Agreement.

4. CASE ASSIGNMENT AND PRO TEM HEARING EXAMINER

The City shall assign cases to the Hearing Examiner. While it is contemplated that the Hearing Examiner will hear the majority of cases, the Hearing Examiner will assign cases to a Pro Tem Hearing Examiner when the Examiner gives notice to the City at the earliest date possible that s/he is unable to hear a particular matter/case, whether due to disqualification pursuant to BIMC 2.14.030.F, scheduling conflicts, or other unavailability. In such situations, the Hearing Examiner shall assign the matter/case to a qualified Pro Tem Hearing Examiner from a list of examiners approved by the City Manager for this purpose and attached hereto as Attachment B, as modified from time to time by the City Manager. In accordance with BIMC 2.14.030.C.2., the Hearing Examiner shall assist the City by recommending candidates for Pro Tem Hearing Examiner for approval by the City Manager.

5. INDEPENDENT CONTRACTOR

A. The Hearing Examiner and the City understand and expressly agree that the Hearing Examiner is an independent contractor in the performance of each and every part of this Agreement. The Hearing Examiner expressly represents, warrants, and agrees that the Hearing Examiner's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Hearing Examiner, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Hearing Examiner shall make no claim of City employment nor shall the Hearing Examiner claim any related employment benefits, social security, and/or retirement benefits.

B. The Hearing Examiner shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Hearing Examiner shall pay the same before it becomes due.



CITY OF
BAINBRIDGE ISLAND

C. The Hearing Examiner shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Hearing Examiner agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Hearing Examiner shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. OWNERSHIP OF WORK PRODUCT

The record developed before the Hearing Examiner, including the Hearing Examiner's decisions and recommendations, shall be the property of the City. All such records which shall be the property of the City shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs. The Hearing Examiner's work product, consisting of notes, research, and preliminary drafts, shall be the property of the Hearing Examiner.

8. HEARING EXAMINER'S LICENSING RESPONSIBILITIES

The Hearing Examiner shall be an attorney licensed to practice in the State of Washington. During the term of this Agreement, the Hearing Examiner shall maintain his/her license and active membership in the Washington State Bar Association ("WSBA") in good standing, including fulfillment of the WSBA's Continuing Legal Education ("CLE") requirements consistent with Section 9 of this Agreement.

9. HEARING EXAMINER'S TRAINING RESPONSIBILITIES

The Hearing Examiner shall annually attend and/or receive at least ten (10) hours of training through WSBA accredited continuing legal education programs that specifically address land use



CITY OF
BAINBRIDGE ISLAND

and environmental law (i.e., the Washington State Growth Management Act, Washington State Shoreline Management Act, Washington State Environmental Policy Act).

10. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager, or designee, shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices under this Agreement.

11. HOLD HARMLESS AND INDEMNIFICATION

A. The City shall defend, indemnify, and hold harmless the Hearing Examiner from all liability, loss, or damage, including costs of defense, that result from claims, demands, actions, damages, costs, or judgments which result from the Hearing Examiner's performance of his/her duties under and pursuant to this Agreement and the BIMC, including BIMC 2.14.030; provided, however, that the City's defense, indemnity, and hold harmless obligation under this section does not apply to claims, demands, actions, damages, costs, or judgments arising from the performance by the Hearing Examiner of his/her duties hereunder in a manner that constitutes willful misconduct, gross negligence, and/or bad faith.

B. 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 Hearing Examiner and the City, its officers, officials, employees, and volunteers, the Hearing Examiner's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Hearing Examiner's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Hearing Examiner'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.

C. The City's inspection and acceptance of any of the Hearing Examiner's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

D. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.



CITY OF
BAINBRIDGE ISLAND

12. INSURANCE

The Hearing Examiner shall maintain insurance as follows:

- Commercial General Liability as described in Attachment C.
- Professional Liability as described in Attachment C.
- Automobile Liability as described in Attachment C.
- Workers' Compensation as described in Attachment C.
- None.

13. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Hearing Examiner to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Hearing Examiner as stated herein.

14. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

15. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.



CITY OF
BAINBRIDGE ISLAND

16. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

17. NONWAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

18. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City: City of Bainbridge Island
 280 Madison Avenue North
 Bainbridge Island, WA 98110
 Attention: City Manager

To the Hearing Examiner: [Hearing Examiner name/address/contact person]

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.



CITY OF
BAINBRIDGE ISLAND

19. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

21. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

23. NO CONFLICT OF INTEREST

The Hearing Examiner covenants that s/he presently has no interest and shall not acquire an interest, direct or indirect, in any property which is the subject of a proceeding before the Hearing Examiner which would conflict in any manner or degree with the performance of his/her duties hereunder.



CITY OF
BAINBRIDGE ISLAND

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

[Hearing Examiner's Name]

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Douglas Schulze, City Manager

Name _____

Title _____

Tax I.D. # _____

City Bus. Lic. # _____



CITY OF
BAINBRIDGE ISLAND

ATTACHMENT A

SCOPE OF SERVICES

A. Hearing Examiner Responsibilities and Duties

The Hearing Examiner shall perform all of the duties of the Examiner as set forth in the Bainbridge Island Municipal Code (“BIMC”). See, e.g., BIMC 2.14.030, BIMC 2.16.020, BIMC 2.16.100, and other relevant BIMC provisions. The Examiner is responsible for conducting hearings on and adjudicating quasi-judicial cases involving a variety of complex land use and regulatory compliance issues, and other issues which the City Council may designate to the Hearing Examiner by ordinance or resolution. The Examiner shall issue decisions and recommendations based on relevant ordinances, regulations, policies, statutes, and other authorities.

As described in BIMC 2.14.030.C., in addition to any other duty established by ordinance or resolution, the Hearing Examiner shall:

1. Supervise and evaluate the work of employees as required;
2. Develop procedural rules for the scheduling and conduct of hearings and related matters. Such rules shall be available from the City Clerk’s Office upon request;
3. Review properties that are the subject of hearings to become familiar with the terrain and relationships to other properties;
4. Receive and examine hearing related documents, and review case files, City codes and policies, environmental impact statements, plot plans, and topographical maps;
5. Evaluate testimony and evidence, prepare records, enter final written findings, and impose conditions to conform projects to City ordinances and land use policies;
6. Maintain knowledge of current relevant state and City land use laws, policies, and related state and federal court decisions;
7. Prepare reports and correspondence to the City Manager, City Council, and Planning Commission as requested;



CITY OF
BAINBRIDGE ISLAND

8. Prepare and submit annual written reports to the City Manager and City Council, including how many hearings have been conducted, the final outcome of hearings, the time required to issue decisions, and the cost of hearings.
9. Meet with the City Manager, City Council, Planning Commission, and staff as requested to identify conflicts in the code; and
10. When necessary, recommend candidates for Pro Tem Hearing Examiner for approval by the City Manager.

B. Additional Specific Duties of the Hearing Examiner

The Hearing Examiner shall carry out the duties of the Examiner in accordance with the following:

1. Hearings and proceedings shall be conducted in accordance with applicable state and local laws and regulations, including the Hearing Examiner rules as adopted by the Bainbridge Island City Council.
2. Decisions and recommendations shall be issued in a timely manner and in accordance with all applicable time limitations specified in state and local laws, regulations, and local procedural rules.
3. All open and closed record hearings conducted by the Hearing Examiner shall be held within the City.
4. The Hearing Examiner shall disqualify himself/herself when appropriate and in accordance with BIMC 2.14.030.F.
5. The Hearing Examiner shall provide notice to the City as soon as possible when the Examiner is unable to hear a particular matter/case so that the matter/case may be assigned in a timely manner to a Pro Tem Hearing Examiner.

C. City Hearing Room, Facilities, and Support for the Hearing Examiner

1. The City shall provide the following facilities, support, and materials to the Hearing Examiner:



CITY OF
BAINBRIDGE ISLAND

- a) A hearing room and facilities, including recording and sound systems and on-site audio-visual assistance. The City is responsible for recording the proceedings for records retention purposes.
 - b) Document copying and distribution services as required by the BIMC and other City ordinances and procedural rules.
 - c) A copy of the all relevant City land use, shoreline management, and environmental regulations and associated policies.
2. The City shall pay all costs and expenses associated with providing the above-referenced facilities, support, and materials to the Hearing Examiner.

D. The Hearing Examiner Shall Have Its Own Administrative Support

The Hearing Examiner shall independently provide for the Examiner's clerk and/or administrative staff and other support services. Scheduling of hearings is generally done in coordination with staff from the City's Department of Planning and Community Development.



CITY OF
BAINBRIDGE ISLAND

ATTACHMENT B

LIST OF APPROVED PRO TEM HEARING EXAMINERS

[The Hearing Examiner shall provide a list of a least two qualified Pro Tem Hearing Examiners as proposed for approval by the City Manager.]



CITY OF
BAINBRIDGE ISLAND

ATTACHMENT C

INSURANCE REQUIREMENTS

A. Insurance Term

The Hearing Examiner 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 Hearing Examiner, its agents, representatives, or employees.

B. No Limitation

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

C. Minimum Scope of Insurance

The Hearing Examiner 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 written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent 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 liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Hearing Examiner's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Hearing Examiner's profession.

D. Minimum Amounts of Insurance

The Hearing Examiner shall maintain the following insurance limits:



CITY OF
BAINBRIDGE ISLAND

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, as applicable.

E. Other Insurance Provision

The Hearing Examiner'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 City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Hearing Examiner'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

Before commencing work and services, the Hearing Examiner shall provide to the person identified in Section 10 of the Agreement a Certificate of Insurance evidencing the required insurance. The Hearing Examiner shall furnish the City 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 Hearing Examiner before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

The Hearing Examiner shall provide the City 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 Hearing Examiner to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days'



CITY OF
BAINBRIDGE ISLAND

notice to the Hearing Examiner 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 Hearing Examiner from the City.

J. City Full Availability of Hearing Examiner Limits

If the Hearing Examiner 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 Hearing Examiner, irrespective of whether such limits maintained by the Hearing Examiner 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 Hearing Examiner.