



**(RFP) REQUEST FOR PROPOSAL FOR**

**CITY OF MONROE, WASHINGTON**

**ECONOMIC DEVELOPMENT CONSULTANT SERVICES**

**RFP 2023-04**

Proposals must be received no later than:

**July 7, 2023, at 4:00 p.m.**

Deliver proposals to Monroe City Clerk:

Jodi Wycoff, City Clerk

CityClerk@monroewa.gov

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### Exhibits:

Exhibit A – City of Monroe Professional Services Agreement - EXAMPLE

## REQUEST FOR PROPOSAL (RFP) ECONOMIC DEVELOPMENT CONSULTANT SERVICES

### 1. INTRODUCTION

The City of Monroe, Washington is soliciting proposals from persons who specialize in economic development to assist the City with developing its economy around the City's vision; *Imagine Monroe*.

*Imagine Monroe* states that Monroe is "a lively center surrounded by nature. A place of beauty and goodwill. Our parks, waterways, and environment are healthy and accessible for everyone to enjoy. Our historic downtown and business districts are thriving and full of locally owned businesses and locally sourced products. We can find everything we need with regional connections and with a variety of choices for work, housing, dining, shopping, arts, and activities. Friendly and responsive, we strengthen connections through gathering spaces, events, services, and community-centered infrastructure – creating a safe place for all. In Monroe, everyone feels at home, and everyone feels they belong."

Applicants should have the capability and experience needed to provide comprehensive, strategic, and innovative services on designated projects related to economic development in Monroe. The selected applicant will be responsible for the development and implementation of comprehensive strategies that should include, but may not be limited to, strategic planning, public relations, data analysis, tourism promotion and marketing, public and business relations, and social media.

A contract for the remainder of 2023 is anticipated; assuming mutual satisfaction, the contract may be renewed for an additional two (2) year term for the calendar years 2024 and 2025.

### BACKGROUND

The City of Monroe is a community of approximately 19,800 residents serving more than 90,000 people located in and around the Skykomish River Valley. The City is uniquely positioned near major employment areas in King and Snohomish counties including Woodinville, Bothell, Redmond, and Everett. The City boasts its own major industrial and manufacturing area with easy access to SR 522, US 2, and SR 203, a diverse retail area featuring big box stores, national restaurants, entertainment venues adjacent to US 2, and a historic downtown. The City is in the midst of a significant residential growth cycle with more than 800 new single-family and multi-family residential homes constructed over the last five years. Local businesses are vital to our community's attractiveness as a place to live and work and are an essential part of Monroe's continued success as a regional destination for the people of Sky Valley and beyond.

Monroe is a non-charter code City, incorporated in 1903 and operating under the Mayor/Council form of government. Mayor Geoffrey Thomas and the seven-member City Council are elected at-large and serve staggered four-year terms. The Economic Development Advisory Board (EDAB) was established in 2018 as an advisory body to the Mayor and Council on economic development issues. Monroe is a diverse community, and our elected and appointed leaders value a community that is equitable and inclusive, and a place where everyone feels at home and that they belong.

## 2. NEEDS STATEMENT

The City of Monroe hired its first economic development consultant in March of 2018. Each subsequent contract had been renewed for a one-year period. The current contract expires on December 31, 2023. The City is looking for a 90-day transition period. The current consultant does not intend to apply in order to pursue other work passions and interests abroad.

## 3. REQUEST FOR PROPOSAL (RFP)

The City of Monroe is accepting proposals from qualified candidates to render professional economic development services to the city that will encourage business recruitment, retention, and expansion and that will attract tourism to the City. With *Imagine Monroe* in mind, the selected applicant will utilize their expertise and collaborate with all City departments, as necessary, to initiate, develop, manage, and maintain programs and business relationships that encourage recruitment, retention, and expansion of existing businesses and industries within the City.

## 4. TIMELINE/DUE DATES

RFP Release Date: June 12, 2023

Consultant Proposal Due to City: July 7, 2023

Interviews/presentations as needed: July 2023

Selection/Notice of Award: July 2023

\* RFP will be advertised twice in the Daily Journal of Commerce on 6/14 and 6/28.

## 5. INQUIRIES

Questions regarding this RFP are to be submitted to Deborah Knight, City Administrator, with “Economic Development Consultant” in the subject line, to [DKnight@MonroeWA.gov](mailto:DKnight@MonroeWA.gov). Questions regarding this RFP will be accepted by email only.

## 6. SUBMITTING PROPOSALS

An electronic copy of the proposal shall be submitted by email to Jodi Wycoff, City Clerk, with “Economic Development Consultant Services” in the subject line to [CityClerk@MonroeWa.gov](mailto:CityClerk@MonroeWa.gov).

All proposals must be received on or before 4:00 p.m., Friday, July 7, 2023. Proposals received after the due date may be rejected. The proposal offer acknowledges the right of the City to accept or reject any or all proposals and to waive any informality in any proposal received.

## 7. INFORMATION REQUIRED WITH THE PROPOSAL

Proposals must include:

1. An introduction of the firm, summarizing the firm's background, resources, and relevant experience.
2. Examples of past work and projects.
3. References from at least three (3) places of work or projects, preferably matching those used as examples in #2 above.
4. A proposed budget and breakdown of fees for professional services.
5. A concise but detailed narrative illustrating the applicant's approach to providing the required services.
6. Not more than five (5) examples of work completed by the firm as related to the description of services and project deliverables.
7. This Request for Proposal states that "assuming mutual satisfaction, the contract may be renewed for an additional two (2) year term for the calendar years 2024 and 2025". Please include as a section of the proposed narrative the terms under which the applicant would be willing to renew for the additional term.
8. A list of any possible sub-consultants and subcontractors, their professional experience/CV, and their roles.
9. The proposal must be submitted as an electronic copy by email to the City Clerk; each page shall be numbered and have the name of the applicant on it.
10. Consultants and/or sub-consultants who have bilingual and cultural competency may be given preference.

## 8. DESCRIPTION OF SERVICES

Under general direction, this position is responsible for assisting in the planning, implementation, and coordination of economic development programs and goals related to business recruitment, retention, expansion, strategic planning, and tourism and promotion. This position will provide support to ensure that the City's economic development strategic work plan is executed and will help ensure the successful implementation of the community's vision, *Imagine Monroe*.

The economic development consultant is responsible for performing a variety of professional duties in order to support the City's vision:

1. Initiate, develop, manage, and maintain programs that encourage retention and expansion of existing businesses and industries within the City.
2. Develop and maintain relationships with the business community by scheduling regular face-to-face or virtual visits, surveying the needs of businesses, acting as a business liaison between the company and City departments, and following up on needs.

3. Primarily focus on business retention and expansion efforts and assist in recruitment efforts as needed by scheduling company site visits, tracking real estate, and participating in marketing and networking opportunities.
4. Research and analysis of social, economic, and other data for planning purposes.
5. Act as liaison for regional and local organizations/associations.
6. Assist with applications for economic development projects and monitors the same.
7. When a project requires, assist with web-based, print, and social media marketing and advertising programs.
8. Interaction with the City's communications team to develop video and social media initiatives for the local business community and to promote the City-wide image.
9. Collect data and maintain a database of available land sites and property.
10. Prepare reports referencing measurable goals, reporting standards, and benchmarks aligned with *Imagine Monroe* and the City's objectives.
11. Ensure the City is successful in efforts related to developing and maintaining strong working relationships with the Chamber of Commerce, developers, corporate leaders, business owners, public school officials, other regional and state economic development agencies, and citizens.
12. Provide ongoing support to the Economic Development Advisory Board (EDAB) to advance its mission and goals.

## 9. PROJECT DELIVERABLES

1. A detailed annual economic development report that highlights demographic information, economic development priorities, sales tax and building permit activity, and visitor information and that provides recommendations on how the City of Monroe can achieve its economic development goals in line with the City's vision, *Imagine Monroe*.
2. An annual business survey that provides insights into the profile of Monroe's businesses and that informs Monroe's elected officials and the EDAB on the issues most important to our community's employers.
3. A periodic economic development newsletter that provides updates to the Monroe business community on topics of interest, including business assistance programs, and engagement opportunities.
4. Economic development and tourism promotion and marketing plans.
5. Ongoing services for the duration of the initial contract and any subsequent extensions.
6. Presentation(s) to the Mayor, Monroe City Council, and City Boards/Commissions/Committees as needed.

## 10. EVALUATION CRITERIA

Proposals received shall be judged by the City solely on the following selection criteria:

1. Expertise and overall experience related to the description of services and project deliverables (45%)
2. Experience working in cities of similar size and urban context to Monroe (20%)
3. Proposed budget and breakdown of fees (20%)
4. References from other places of work and examples of projects (10%)
5. Applicant's responsiveness to the RFP (5%)

## 11. AWARD OF CONTRACT

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

1. Consider proposals based on their relative merit, risk, and value to the City.
2. Negotiate with all applicants.
3. Reject any or all offers and discontinue this RFP process without obligation or liability to any applicant, when it is in the City's best interest.
4. Accept other than the lowest-priced submission.

Consultants and/or sub-consultants who have bilingual and cultural competency may be given preference.

The successful applicant may be asked to participate in negotiations and may be asked to revise their proposal based on such negotiations. In submitting a proposal, each applicant acknowledges that they have read and understand these requirements and have read and understand the City's agreement for professional services. Competitive proposals will be considered and will result in a fixed-price contract.

## 12. REJECTION OF PROPOSALS

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

## 13. COST OF PROPOSAL

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

## 14. DISCLOSURES & RESERVATIONS

1. It is the obligation and responsibility of the applicant to learn of addenda, responses, or notices issued by the City. Some third-party services independently post City solicitations on their websites. The City does not guarantee that such services have accurately provided all the information published by the City.
2. All submittals sent to the City may be considered compliant with or without specific confirmation from the Consultant that any and all addenda were received and incorporated into your response. However, the City reserves the right to reject any submittal that does not fully incorporate addenda that is critical to the project.
3. The City reserves the right to select the proposal which, in its sole judgment, best meets the needs of the City. The lowest proposed cost will not be the sole criterion for recommending the contract award. The City's selection is final and subject only to review and final approval by the Mayor and the City Council.
4. The City reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the City to be in the City's best interest.
5. The City reserves the right to retain all accepted proposals, including proprietary documentation, regardless of which proposal is selected. No proposals will be returned to the applicants.
6. The City reserves the right to request any supplementary information it deems necessary to evaluate the applicant's experience or qualifications. This may include supplemental financial information, additional interview(s), and/or additional presentation by the applicant.
7. The City reserves the right to reconsider any proposal submitted at any stage of the procurement. It also reserves the right to meet with select applicants at any time to gather additional information.
8. The City reserves the right to delete or add functionality (i.e., modules and components) until the final contract signing.
9. The City reserves the right to cancel, in part or in its entirety, this RFP, including, but not limited to the selection schedule, submittal date, and submittal requirements.
10. The City reserves the right to revise the RFP prior to the date that proposals are due. The City reserves the right to extend the date by which the proposals are due.
11. The City reserves the right to split the award from this RFP between multiple proposals when such a split award is determined to be in the best interests of the City.

12. The City reserves the right, at its sole discretion, to reject any and all proposals and to waive informalities and minor irregularities in any proposals received. Failure to furnish all information requested or to follow the format requested herein may disqualify the applicant, at the sole discretion of the City. False, incomplete, misleading, or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
13. This RFP does not commit the City to award a contract. All proposals submitted in response to this RFP become the property of the City and public records, and as such, may be subject to public review.
14. The City shall not be liable for any pre-contractual expenses incurred by prospective vendors or selected Consultants, including but not limited to costs incurred in the preparation or submission of proposals.
15. The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

END OF RFP



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

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

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

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

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

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

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an

incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The CONSULTANT's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANT's obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

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

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

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-

gap independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY using an additional insured endorsement at least as broad as ISO CG 20 26.

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

4. Professional Liability Professional liability insurance appropriate to the CONSULTANT's profession.

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

The CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

The CONSULTANT's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

E. Acceptability of Insurers.

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

F. No Limitation.

The CONSULTANT's maintenance of insurance as required by this agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or equity.

G. Failure to Maintain Insurance.

Failure on the part of the CONSULTANT to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to the CONSULTANT to correct the breach, immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

H. City Full Availability of Consultant Limits.

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

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and

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

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

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

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

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

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

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-23), the terms of Sections 1-23 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the

CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

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

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

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

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

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

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

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

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

23. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF MONROE:

\_\_\_\_\_

\_\_\_\_\_

Geoffrey Thomas, City Mayor

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_

Rebecca Hasart, Interim City Clerk

**EXHIBIT A**

**SCOPE OF WORK**

**EXHIBIT B**

**COMPLETION SCHEDULE**

**EXHIBIT C**

**FEE SCHEDULE**

**EXHIBIT D**

**SUBCONSULTANT LIST**

## **EXHIBIT E**

### **MONROE CODE OF ETHICS**

#### **Chapter 2.52 CODE OF ETHICS**

##### **Sections:**

**2.52.010 Purpose – Construction.**

**2.52.020 Repealed.**

**2.52.030 Award of contracts prohibited.**

**2.52.040 Repealed.**

**2.52.050 Repealed.**

**2.52.060 Repealed.**

##### **2.52.010 Purpose – Construction.**

The city of Monroe hereby adopts the code of ethics for municipal officers codified at Chapter 42.23 RCW, inclusive of any future amendments thereof. It is the city's specific intent that the ethical standards set forth at Chapter 42.23 RCW shall govern the conduct of municipal officers within the city of Monroe. Except as expressly provided in this chapter, and Chapter 4.30 MMC, 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. (Ord. 017/2019 § 5; Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

##### **2.52.020 Definitions.**

Repealed by Ord. 017/2019.

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

Members of the city of Monroe, Washington, boards, commissions, and city staff are prohibited from being awarded contracts with the city. Exceptions to this rule are those covered by the CBA, RCW and WAC. This section was submitted to the Monroe city council as an initiative with enough required signatures to be submitted to the voters. The city council adopted the initiative as an ordinance as an alternative to placing on the ballot. Consequently, to the extent required by law, this section shall be construed as superseding any conflicting city requirements or requirements that otherwise operate to illegally amend the requirements of an initiative. (Ord. 017/2019 § 5; Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

##### **2.52.040 Board of ethics – Public officials.**

Repealed by Ord. 017/2019.

**2.52.050 Miscellaneous provisions.**

Repealed by Ord. 017/2019.

**2.52.060 Appeal – Penalties for violation.**

Repealed by Ord. 017/2019.