

Request for Proposals:

City-Wide Branding & Identity Development, Placemaking, and Strategic Marketing Consulting Services

June 04, 2025

1 Introduction

The City of Mountlake Terrace is seeking professional consultant support for the following initiatives:

- Develop City-wide brand identity and create the strategy for placemaking/wayfinding implementation.
- Apply the brand identity to an economic development marketing strategy.

The selected consultant (“The Consultant”) will provide expertise to the City in developing a comprehensive and implementable brand identity that reflects Mountlake Terrace’s unique strengths, community assets, and future vision. This strategy should be adaptable across City departments and operations, scalable to support future growth, and effective across a wide range of communications platforms, both digital and traditional. The new brand identity will then be used for a top-level economic development marketing plan.

The Consultant shall have experience working with governmental agencies or regional economic development organizations in municipal branding, design and placemaking, and destination marketing, particularly within the context of economic development strategy. The Consultant shall also have experience in facilitating an inclusive and collaborative creative process with government agencies, community members, and business stakeholders.

This work is estimated to take approximately 10-12 months. The budget for this work is between \$60,000 and \$70,000, depending on the proposed deliverables and approach. The final scope and budget will be negotiated between the Consultant and the City.

2 Background

Founded in 1954, Mountlake Terrace is located approximately 13 miles north of downtown Seattle and has a residential population of 24,260. Around 39 percent of residents identify as people of color, with the largest groups being Hispanic or Latino, Asian, Black, and individuals identifying with two or more races. Nineteen percent of the community is foreign-born, and the predominant languages spoken are English, Spanish, and Vietnamese. Residents living with a disability make up 8.5 percent of the population, while approximately 6.5 percent live below the poverty level.

As of 2022, Mountlake Terrace supported 8,372 jobs, with the primary employment sectors being Finance, Insurance, and Real Estate, as well as a range of service industries. Together, these sectors account for approximately 5,822 jobs—roughly 70 percent of total city employment. The city is also home to more than 560 businesses. Additionally, the recent opening of the Mountlake Terrace Light Rail Station marks a new chapter in the city’s growth, with thousands of new visitors contributing to the potential for reshaping public perceptions.

Mountlake Terrace has traditionally been known as a quiet, primarily residential community within the Seattle metropolitan area, with strong working- and middle-class roots. While historically focused on serving local households, the city's business presence has remained modest, earning it a reputation as a suburban bedroom community. However, with the adoption of the Town Center Subarea Plan in 2007 and its update in 2019, significant redevelopment of the 82-acre subarea surrounding the Mountlake Terrace Transit Center has begun.

With the opening of Link light rail in August 2024, the city saw an influx of visitors, creating a pivotal moment to reshape perceptions and fuel future growth. Building on this momentum, Mountlake Terrace is entering a transformative phase, setting the stage for sustainable and inclusive growth. This evolution is guided by several key strategic frameworks, including:

- [Comprehensive Plan 2044](#)
- [City Council's Strategic Plan \(2025–2029\)](#)
- [Economic Development Strategic Plan \(2024–2029\)](#)
- [Town Center Subarea Plan \(2007 and 2019\)](#)
- [Main Street / Town Center Revitalization \(Main Street / Town Center Development Project | Mountlake Terrace, WA / PowerPoint Presentation\)](#)

These documents collectively shape a long-term vision for equitable, inclusive economic opportunity and vibrant community life. Branding plays a critical role in communicating this vision to current and future residents, visitors, businesses, and investors. The Economic Development Strategic Plan specifically highlights branding and marketing as essential tools for business attraction, retention, and community identity-building.

As Mountlake Terrace continues to define and promote its unique identity, strategic branding will support efforts to recruit new businesses that will enhance the local economy. It will also help attract specialty and destination retail to draw regional visitors and promote commercial real estate development, including mixed-use projects and the development of hotels or motels to accommodate long-term growth.

Anecdotally, residents have expressed that feeling proud of where they live is important to them. And they have a desire to retain the tight-knit / small town community feel that MLT currently has, even as the city grows.

The new brand identity will influence and guide the development of a coordinated marketing strategy that promotes a unified brand and message. This strategy will be implemented in collaboration with local and regional partners, including the Chamber of Commerce, Economic Alliance of Snohomish County (EASC), members of the development and brokerage community, regional business associations, and other community stakeholders and leaders.

Looking ahead, Mountlake Terrace is expected to see increased demand for retail offerings by 2035, including: fast casual restaurants (7), health and personal care stores (5), clothing stores (3),

auto parts stores (3), superstore (1), grocery store (1), furniture store (1), and a full-service restaurant (1). A focused branding and marketing approach will be crucial in attracting and supporting these business types while positioning Mountlake Terrace as a vibrant, livable, and economically resilient community.

Currently, the City faces challenges with inconsistent brand usage and a lack of cohesive visual and messaging standards. While the existing City logo will be retained, there is a need for a comprehensive refresh of branding and design elements—one that reflects both unity and neighborhood distinctiveness.

This City-wide branding initiative will focus on elevating Mountlake Terrace’s identity, particularly in high-visibility areas such as the Town Center/Main Street, the vicinity of the light rail station, and major corridors like 220th Street SW.

The initiative will also lay the foundation for neighborhood branding in areas such as Melody Hill, Gateway, Cascade View, Lake Ballinger, and Cedar Terrace (referred to as sub-areas).

The final brand system should:

- Embrace a unified City identity while celebrating neighborhood uniqueness
- Enhance signage coherence, for gateways, wayfinding, City buildings, and parks
- Extend seamlessly across media, platforms, and civic functions
- Support storytelling and positioning for residents, visitors, and economic partners alike

A strong, cohesive, and aspirational brand will help Mountlake Terrace amplify its message, communicate its values, and position itself as a vibrant, inclusive, and investment-ready community within the region.

3 Scope of Work

To provide City-wide branding, identity development, placemaking, and economic development marketing services, the Consultant will work in close partnership with City leadership, staff, and stakeholders to develop a comprehensive and implementable branding strategy that reflects Mountlake Terrace’s unique identity, community assets, public and stakeholder feedback, and future goals.

The Consultant will be responsible for guiding the branding process, which should include the following elements:

1. Discovery, Research & Community Engagement

- Conduct an in-depth assessment of Mountlake Terrace’s past history, current image and identity, including the evaluation of existing branding materials, community perceptions, and stakeholder input. Take into consideration the city’s reputation among its neighbors and positioning within the Greater Seattle Region.

- Facilitate community engagement activities, such as surveys, focus groups, and/or interviews, to gather insights from residents, businesses, and key stakeholders about their perceptions of the city and the growth that they would like to see. Stakeholders include, but are not limited to Mountlake Terrace residents, City Council, Planning Commission, Recreation and Park Advisory Commission, Arts Advisory Commission, Diversity, Equity and Inclusion Commission, Mountlake Terrace High School, Mountlake Terrace Chamber of Commerce, Economic Alliance Snohomish County, the development and brokerage community, and regional business associations.
- Conduct data gathering to measure preferences, perceptions, and sentiment using engagement tools.
- Ensure the inclusion of diverse voices in the engagement process to reflect the city’s demographic makeup.

2. Brand Development

- Identify and utilize Mountlake Terrace’s strengths in order to tell the story of the city that reflects its current assets, growth goals, and aspirational vision for the future – with a nod to its history.
- Identify and develop key messages that convey a desirable destination for residents, visitors, businesses, developers, and investors.
- Incorporate assets of the current brand that make sense and align with the new brand (current logo, website, etc.)

3. Wayfinding Design & Placemaking Strategy

- Create a visually compelling and adaptable brand identity, including typography, color palette, graphics, and design guidelines.
- Develop City-wide signage and wayfinding branding designs. These visual elements should align with the new Mountlake Terrace brand while celebrating the individuality of its neighborhoods and should enhance accessibility.
- The brand identity should be easily recognizable and scalable brand system for use across a variety of applications, including signage, marketing materials, and digital platforms.

4. Implementation Guidelines

- Develop a “Dos & Don’ts” brand/style guide for City staff and external partners to use as a resource.
- Identify and prioritize key areas for future brand application, such as Town Center/Main Street, light rail station area, major corridors, and neighborhood branding.
- Incorporate branding elements into strategic recommendations for economic development marketing efforts.

5. Brand Governance & Performance Measurement

- Develop a brand governance framework that outlines standards for maintaining and evolving the brand over time.
- Provide potential performance indicators (KPIs) and metrics to measure the success of the branding effort and its impact on business attraction, community engagement, and economic development.

Final Deliverables

- Develop a cohesive and aspirational City brand to elevate the City and attract development and investment.
- Deliver a final brand strategy document which should include the brand narrative, positioning, and placemaking design guidelines. This should apply City-wide, with special attention to Main Street / Town Center, Melody Hill – 220th corridor, Gateway sub-area, and other designated neighborhoods/ sub-areas.
- Deliver a brand guide for City staff and external partners to guide future planning and development (overall aesthetic, light fixtures, signage, standards, cohesion.)
- Deliver strategic recommendations for economic development marketing efforts. These recommendations will be used to:
 - Recruit new businesses to enhance the local economy
 - Target specialty and destination retail to draw regional visitors
 - Promote commercial real estate development to expand business infrastructure
 - Support tourism initiatives to attract visitors
 - Encourage "shop local" initiatives and supporting small businesses in the community

4 Estimated Budget

The City will enter into a professional services agreement, as provided in Attachment A, which will address compensation. The available compensation is \$60,000 - \$70,000. Costs in excess of this amount will require additional budget authorization by the City Council. The final fee, scope, and methodology for this work will be negotiated after selection of the Consultant. Mountlake Terrace staff recognize that this work may take longer and require a phased approach. There may be options for additional funding and tasks in the future.

The City shall not be responsible for any costs incurred by the Consultant for preparing or submitting its response to this Request for Proposal (RFP).

5 Project Schedule

This project is estimated to take between 10-12 months. Optional tasks may have later dates. The detailed milestones will be negotiated between the Consultant and City

6 RFP Coordinator & Communications

All proposer communications/questions concerning this RFP should be directed in writing to the RFP Coordinator listed below. 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.

Name: Sienna Spencer-Markles
Title: Communications and Community Engagement Manager
Address: City of Mountlake Terrace
23204 58th Avenue West
Mountlake Terrace, WA 98043
Telephone: (425) 744-6271
E-mail: SSpencer@mltwa.gov

To reply to this RFP, please electronically submit the items described in Section 9 and direct all inquiries to the MLT City Branding RFP Project Manager: Sienna Spencer-Markles, Communications and Community Engagement Manager, at SSpencer@mltwa.gov. Responses received after the deadline, as defined below, will be returned to the sender unopened.

7 Consultant Selection Schedule & Process

The following dates are for informational purposes and may be adjusted by the City as needed. All deadlines on the listed dates are at **4:00 p.m. PST**. Proposers are encouraged to be available for interviews between July 15-18th.

Event	Date
Release RFP	June 4
Proposer Questions (if any) Due <i>Send questions to the project manager listed above with the title "Questions for MLT City Branding RFP"</i>	June 11
If needed, questions and responses will be posted by and on cityofmlt.com/Bids.aspx	June 13
Proposal Responses Due	July 3
Review RFPs	July 9
Notify finalists of interviews	July 14
Interviews with Evaluation Committee	July 15-18
Negotiation of Contract through	July/August
Work begins	August (TBD)

Proposers have no right to withdraw or modify their submitted proposal for any reason whatsoever after the time set for the opening thereof, unless the award of the Contract is delayed for a period

exceeding forty-five (45) calendar days from the time set for opening of the proposals.

Evaluation of the qualifications will be made by an Evaluation Committee (“the Committee”) from various departments. The Committee may request interviews with one or more proposers. Upon completion of the evaluation process, the Committee will determine the most qualified organization based on all materials and information presented. The City will then begin the negotiations for an agreement with the Consultant.

After selection, the successful proposer and the City will enter into a professional services agreement, which may be subject to approval by the City Council. The City may also decide not to award a contract. The City shall not be bound or in any way obligated until both parties have executed the Contract. The City reserves the right to award the contract to the next most qualified proposer, if the successful proposer does not execute a contract within thirty (30) days after notification of the award of the bid.

8 Eligibility

Minority, women, and veteran owned businesses are encouraged to apply. Proposers (individual or firm) must meet the following minimum requirements:

- A minimum of three (3) clients your project team has worked with, including governmental agencies, boards, commissions, or potentially non-profit and for-profit entities. Preference will be given to firms with experience working with governmental organizations.
- Able to meet with staff, community and stakeholders with a mix of in-person and virtual options.
- Available by phone or video call for regular project management check-ins.
- If selected, the Consultant will be required to obtain a City of Mountlake Terrace business license.

9 Submittal Requirements

Proposals must include the information outlined below to demonstrate the consultant’s qualifications, experience, and approach. For clarity and alignment, the submittal requirements are organized according to the Selection Criteria factors used in the evaluation process. Responses should be clear, well-organized, and limited to 8–10 pages (excluding portfolios or supplemental materials). There is no regional requirement; however, familiarity is strongly preferred.

A. Design Philosophy (15 points)

Describe your philosophy and creative approach to City-wide branding. The City is seeking a consultant who can articulate a thoughtful and inclusive vision that connects design with civic identity, placemaking, and storytelling. Include the following:

- Description of your overall approach to branding projects
- Your philosophy on branding municipalities and placemaking
- Examples of creative collaboration with diverse stakeholders

B. Experience & Capabilities (25 points)

Demonstrate your firm's qualifications, range of experience, and proven results in branding, design, and engagement. The City values relevant past work, depth of experience, and strong client references. Include the following:

- Familiarity with the region.
- Experience with branding, digital and physical design, scalable placemaking/wayfinding, and brand marketing materials.
- Experience working with governments, tourism or economic development entities, nonprofits, or philanthropic organizations.
- Experience incorporating community feedback and working with DEI-centered branding.
- Examples of relevant work (attach as portfolio or supplemental materials).
- Three references for similar projects completed in the last five years, including:
 - Project name, timeframe, and budget
 - Client organization name
 - Contact name, email, and phone number
 - Summary of project, key successes, and challenges

C. Key Personnel (25 points)

Provide details on the staff who will be assigned to the project, their roles, and their qualifications. The City values relevant individual experience and team structure. Include the following:

- Summary of key staff roles and responsibilities for this project.
- Individual qualifications and relevant experience.
- Projects each key team member has worked on (may overlap with the references listed above).

D. Approach to Scope of Work (25 points)

Outline your process and methodology for delivering the project. The City is seeking a well-structured, inclusive, and adaptable approach to the work. Include the following:

- Proposed process and timeline for executing the branding project.
- Approach to discovery, stakeholder engagement, and public input.
- How your firm incorporates feedback and adjusts throughout a project lifecycle.

E. Ability to Meet Schedule (10 points)

Demonstrate your firm's capacity to deliver the project on schedule and within budget. Include the following:

- Proposed fee structure and milestone schedule.
- Examples of previous work delivered on-time, particularly for similar clients or projects.

F. Additional Information (Not Scored)

These items will not be scored but are required to complete your proposal. Include the following:

- Statement on any real or perceived conflicts of interest and your plan to mitigate them, if applicable.
- Any additional information deemed pertinent to consultant selection.

10 Selection Process and Review Criteria

Qualifications will be evaluated to receive up to 100 points based on the criteria and calculated weight factors noted in the table below:

Selection Criteria

Factor	Score
Design Philosophy	15
Experience and Capabilities, including References	25
Key Personnel	25
Approach to the Scope of Work	25
Ability to Meet Schedule	10

11 General Conditions

- a) Evaluation of the qualifications will be made by an Evaluation Committee that is likely to include staff from various departments. The Committee may request proposals and/or interviews of one or more proposers. Upon completion of the evaluation process, the Committee will determine the most qualified organization based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected Consultant.
- b) Any proposer failing to submit information following the procedures provided in the RFP may be disqualified.
- c) The City reserves the right to request clarification of information submitted and request additional information from the proposer.
 - i. To change the solicitation schedule, issue addenda to the solicitation, or cancel the solicitation at any time before the submittal deadline.
 - ii. To award the contract for services addressed by this RFP to one or more proposer, or to reject all the qualifications, at any time, without penalty.
 - iii. To waive immaterial irregularities contained in the solicitation. The City will notify proposers eliminated from further consideration by mail or email.

- iv. To award any contract to the next most qualified firm if the selected Consultant does not execute the contract within thirty (30) calendar days after the contract was awarded.
- d) Qualifications remain confidential until the closing deadline after which qualifications are considered a public record subject to public disclosure under RCW 42.56, the Public Records Act. Proposing firms shall mark as “proprietary” any information that the proposer believes meets the exemption under RCW 42.56.270(1). The City will consider this designation in response to public records requests.
- e) Any qualification submission may be withdrawn, either personally or by written request, at any time before the time set for the submittal deadline.
- f) The City of Mountlake Terrace, under Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, issued under such Act, hereby notifies all bidders that it will confirm that in any contract entered into under this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will have an opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of color, ethnicity, gender, national origin, race, or religion in consideration for an award.
- g) The Consultant shall comply with all applicable federal, state, and local laws, Executive Orders, guidelines, rules, and regulations affecting its performance. The firm shall comply with the applicable provisions of the Federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued thereunder and certifies that all items furnished and purchased shall conform to and comply with said law, standards and regulations. The firm shall certify that it has complied and shall continue to comply during the duration of this contract, with the United States Immigration and Control Act of 1986 in that every employee of the firm is eligible for employment in the United States.
- h) Proof of application or receipt of a City of Mountlake Terrace business license will be required prior to receipt of a fully executed contract. Consultants may obtain information for licensing on the City of Mountlake Terrace website.
- i) Attachment A includes the Contract for Services, which will be used to engage the selected Consultant with the City for the work outlined in this RFP. Please review the language, including the insurance requirements.

Submitted Written Questions Related to City-Wide Brand Identify Development,
Placemaking, and Strategic Marketing RFP (June 13, 2025)

1. Question about section 9E: Where you mentioned including the proposed fee structure, do you want a proposed budget with our estimates based on the scope of work, by section? Or are you hoping to see how we charge clients (hourly rates, monthly billing, etc.)?

The first option is preferred: a proposed budget with estimates based on scope of work.

2. Will the city give equal consideration to a Canadian firm?

Yes, the City will give equal consideration to a Canadian firm. While familiarity with the Puget Sound region and the community of Mountlake Terrace is preferred, it is not required. All proposals will be evaluated based on the criteria outlined in the RFP.

3. The RFP refers to a brand guide for City staff and external partners to guide future planning and development, inclusive of signage, standards. Is the City looking for a family of sign types to be designed so they can be implemented by City staff? Or, is the intent to develop high-level concepts for sign types that will be further developed later?

Ideally, we would like to come away from this project with a family of sign types to be designed so they can be implemented by City staff.

4. Is the City looking for a wayfinding strategy (i.e., a planning framework that outlines how people navigate public spaces—such as principles for sign placement, destination hierarchy, and user experience), or signage design (i.e., the visual development of specific sign types, including layouts, typography, and application of the brand to physical signs)?

We are seeking both a wayfinding strategy and signage design.

5. Does the City currently have any existing wayfinding signage or digital tools in use that need to be referenced, evaluated, or integrated into the proposed strategy?

The city does not have a unified wayfinding signage guide. We do have a general communications style guide and a handful of digital tools, like brand colors and logo, that should be referenced, evaluated and/or integrated into proposed strategies.

6. The RFP references “placemaking design guidelines” and also refers to a “placemaking strategy.” Can you describe what you mean by Placemaking in this context? Is the expectation to deliver a conceptual design framework (e.g., themes, materials, placemaking identity cues) or a location-specific set of recommendations for elements like street furniture, lighting, and public art?

We are seeking both a placemaking design guidelines for future use and a conceptual design framework.

7. Branding System & Logo Flexibility: The RFP notes that the existing City logo will be retained, while also identifying a need for refreshed branding and design elements. To ensure visual cohesion across varied applications, is there flexibility to recommend enhancements such as encapsulating the existing logo mark within a defined shape or lockup system (e.g., badge, container, or framing device) that allows it to function more effectively across signage, digital, and print uses?

Yes, there is flexibility to recommend enhancements that support visual cohesion and improve the functionality of the existing logo across various applications. Proposals that thoughtfully incorporate the existing logo mark within a defined shape or lockup system such as a badge, container, or framing device are encouraged. This is especially true if they enhance consistency and adaptability for signage, digital, and print uses. We realize that keeping the current logo can be limiting but we want to allow for as much creativity, shape-shifting, and enhancements as possible, while maintaining visual cohesion across the board.

8. Wayfinding File Format & Fabrication Standards: For the wayfinding and signage design components, does the City have existing specifications or fabrication standards (e.g., dimensions, materials, mounting requirements) that the consultant should align with? Additionally, are there preferred deliverable formats for final signage design files—such as DWG, DXF, DWF, AI, EPS, PDF, or SVG—to support future production and implementation?

We intend to discuss wayfinding fabrication and formatting during the course of the project. There are a lot of factors to take into consideration, and we seek input from the consultant on how to resolve issues having to do with fabrication/budget uniformity across departments.

9. Performance Metrics and Brand Impact: Could the City clarify what types of KPIs or measurement tools it envisions for evaluating the success of this initiative (e.g., brand adoption, business attraction, business participation, resident surveys, stakeholder sentiment, engagement metrics)?

The City did not specify particular KPIs or measurement tools in the RFP, as we are interested in receiving recommendations from the selected consultant.

10. Stakeholder Coordination Responsibility: Will the City help coordinate outreach to key stakeholders — including advisory commissions and local organizations—with our counsel and recommendations, or will this coordination be the responsibility of the consultant?

Yes, the City anticipates a collaborative approach to stakeholder outreach. While the consultant will be responsible for executing the engagement efforts, the City will provide coordination and support in connecting with key stakeholders, including advisory commissions, City staff, City council, and local organizations. We welcome your recommendations on the most effective outreach strategies and look forward to working together to ensure successful community involvement.

11. Scope Clarification – Fabrication & Production: Can the City confirm that the physical fabrication and installation of wayfinding signage, as well as any physical production or printing of materials, will be managed and funded separately by the City and are not expected to be included within the consultant’s proposal scope or budget?

Correct. The City can confirm that the physical fabrication and installation of wayfinding signage, as well as the production and printing of materials, will be managed separately and funded through future initiatives. These tasks are not expected to be included within the consultant’s proposal scope or budget. The City would also appreciate any recommendations regarding funding strategies for these future initiatives.

12. Visual System Applications – Uniforms, Templates, and Specialty Items: While the RFP emphasizes a scalable and cohesive brand identity, we’d like to confirm whether the City envisions the visual system being extended to specialty items such as apparel, uniforms, patches, or embroidered treatments.

The City envisions the brand identity system to be scalable and cohesive across a variety of applications. This may include specialty items such as apparel, uniforms, patches, embroidered treatments, merchandise, and swag. We encourage proposals to consider these potential uses to ensure flexibility and consistency across all brand touchpoints. We emphasize long-term planning and future-thinking for the brand.

13. Graphic Templates: Are there expectations for delivering branded templates for internal City documents or presentations? If so, does the City have a preferred platform for these assets (e.g., Microsoft Word, PowerPoint, or Google Suite)?

Graphic templates are a secondary priority as we have City staff that can develop templates going forward using the new branding. We use Microsoft Word, PowerPoint, and Canva.

14. File Format Preferences for Final Deliverables: Does the City have any preferences for how final brand assets and documentation should be delivered—e.g., web-based brand portals, digital toolkits, printed brand guides?

We would most likely use digital toolkits, printed brand guides, and files accessible across our internal shared drives and/or OneDrive/Sharepoint.

15. Can you share the reasoning behind keeping the existing logo?

The existing logo was redesigned in recent years, and retaining it helps maintain brand recognition and continuity. Additionally, making significant changes to the logo would lead to high costs associated with replacing the logo on uniforms, vehicles, signage, and other materials. The City seeks to refresh and unify the overall brand identity while preserving the existing logo to balance cost efficiency with a fresh, cohesive look.

16. Are you open to recommendations for any adjustments/edits to the logo?

While the City intends to retain the existing logo, we are open to thoughtful recommendations for adjustments, color shifts, or edits that enhance its usability and alignment with the refreshed brand identity. Any proposed changes should respect the core elements of the current logo and consider practical factors such as consistency and cost.

17. The RFP emphasizes the distinctiveness of (Mountlake) Terrace's neighborhoods and mentions Melody Hill, Gateway, Cascade View, Lake Ballinger, and Cedar Terrace as sub-areas. Are these sub-areas the key neighborhoods that make up the City, or should the final brand encompass a broader set of neighborhood identities?

The "sub-areas" mentioned in the RFP (Melody Hill, Gateway, Cascade View, Lake Ballinger, and Cedar Terrace) are planning terms that are also commonly referred to as neighborhoods.

However, many residents may or may not identify with these names and often refer to their neighborhood based on the City park or local landmark closest to them. Naming and any potential changes to these sub-areas or neighborhoods are overseen by the City's Planning Commission.

Through this RFP, the City looks forward to receiving recommendations that can be developed collaboratively with the Planning Commission on neighborhood branding, name changes, and other identity considerations.

One of our key goals is to resolve a handful of name discrepancies with several locations.

18. Does the City have up-to-date photography, or is it interested in investing in it as part of/in addition to brand development?

The City values images as a key component for Communications and Economic Development. The City has existing photography going back many years, including video footage, drone photography, and drone videos. We are currently building our image library to cover all four seasons and popular places. Our library lacks hi-res/print quality images.

We may be interested in investing in updated/high-quality images as an addition to this RFP or as a future initiative to the brand development process. Strong visual content is important to effectively represent Mountlake Terrace, especially to capture the City's ongoing and recent growth and to support the refreshed brand identity.

19. Does the City anticipate any aspects of the project such as discovery, stakeholder engagement, or presentations requiring in-person participation, or can the work be conducted fully remotely? We've found success with both in-person and remote models and are happy to align with the City's

preferences. A remote-first approach can also help maintain cost-efficiency within the proposed budget.

The City anticipates a combination of both in-person and remote participation throughout the project. While some aspects such as stakeholder engagement and presentations may benefit from in-person meetings to foster stronger connections and collaboration, the City is also open to remote options to maintain flexibility and cost-efficiency. We are happy to work with the consultant to find the best balance that meets project goals and budget considerations.

20. Are there any planned public meetings, presentations, or Council work sessions that the consultant is expected to attend? If so, should those be in-person or virtual?

The consultant may be expected to participate in a limited number of public meetings, presentations, or Council work sessions as part of the project. The format of these meetings, whether in-person or virtual, will depend on the City's schedule and preferences at the time. The City will work with the consultant to provide timely notice and coordinate participation accordingly.

21. The RFP outlines a list of stakeholders for community engagement and input gathering. To help us plan the most effective approach, can you clarify whether these stakeholders will serve in an advisory/input capacity only, or if any of them will be involved in formal decision-making or consensus-driven approvals throughout the process?

The stakeholders listed in the RFP are primarily intended to serve in an advisory and input capacity to ensure broad community perspectives are considered. Formal decision-making and consensus-driven approvals will remain the responsibility of the City Department Directors and City Manager, with final approval likely required from the City Council. We encourage collaboration with stakeholders to gather valuable feedback while the City leads the final decisions.

22. What level of support does the City plan to provide in recruiting participants for stakeholder input activities (e.g., scheduling focus groups, distributing surveys)?

The City will provide collaboration and support in recruiting participants for stakeholder input activities, including assistance with scheduling focus groups, distributing surveys, and/or making connections with key community members, organizations, and advisory bodies. The City will collaborate with the consultant to determine the most effective outreach strategies and help ensure strong participation.

23. Are there any specific branded collateral pieces the City expects to be included in the deliverables such as PowerPoint templates, email signatures, business cards, letterhead, or other document

templates? If so, would you be open to us including a budget estimate or range for those collateral items in our proposal, so we can ensure the scope and pricing align with your expectations?

We are open to reviewing anything the consultant recommends as far as branded collateral pieces, including templates. Our priority is external brand templates vs. internal.

24. To confirm the project scope, is the City seeking strategic recommendations only for economic development marketing such as messaging, positioning, and channel guidance, or does the City anticipate the selected consultant will also be responsible for implementing any marketing materials or outreach efforts?

The City is primarily seeking strategic recommendations for economic development marketing, including messaging, positioning, and channel guidance. Implementation of marketing materials or outreach efforts is not expected to be within the scope of this project but may be considered in future phases. The consultant's focus should be on providing a clear and actionable strategy.

25. Given the 25MB limit on email attachments, would the City be open to us including a link to a Dropbox or Google Drive folder as part of our submission, just to ensure we can provide full-resolution creative samples without compressing or omitting materials?

Yes, the City primarily uses OneDrive/Sharepoint for sharing large files. We can also do Google Drive, Dropbox, FTP or similar cloud storage folder as part of your electronic submission. This will allow you to provide full-resolution creative samples without the need to compress or omit materials. Please ensure that all shared files are accessible without restrictions.

26. Could you clarify the expected level of deliverables for the neighborhood branding (e.g., Melody Hill, Gateway)? Should we propose visual identity recommendations for each neighborhood or simply a strategy to guide future neighborhood-specific branding?

The City is primarily seeking a strategy to guide future neighborhood-specific branding. However, high-level visual and name identity recommendations for key neighborhoods, such as tone, themes, or illustrative concepts, are welcome if they help demonstrate how the broader brand system could adapt at the neighborhood level. Detailed brand packages for each neighborhood are not expected within the scope of this project.

27. Is the City expecting conceptual designs for signage and placemaking as part of this project, or is this limited to design guidelines and recommendations to inform a future wayfinding project?

The City does expect conceptual designs for signage and placemaking as part of this project. These concepts will help visualize how the brand identity can be applied in the built

environment and will serve to inform future implementation efforts, including a separate wayfinding project. Detailed construction documents or fabrication-ready files are not required at this stage.

28. To what extent should the proposal address brand rollout support? Are you seeking initial implementation tools (e.g., collateral templates, sample messaging), or only strategic guidance?

The City is seeking both strategic guidance and a set of initial implementation tools to support brand rollout. This may include items such as collateral templates, sample messaging, and recommendations for application across various platforms. While full-scale implementation is not expected within the scope of this project, the proposal should provide a foundation that enables the City to begin rollout effectively and consistently.

29. The RFP mentions the possibility of phasing. Are there any specific deliverables the City considers essential in the \$60,000–\$70,000 range, versus those that could be considered for future funding?

The deliverables outlined in the RFP are the expected outcomes of this first phase and should be achievable within the \$60,000–\$70,000 compensation range. At this time, the City is prioritizing completion of these core deliverables as part of the current scope. Any potential future phases or additional work would be considered separately, depending on available funding and project needs.

30. Are there any target number of focus groups, interviews, or surveys expected?

We'll provide a list of interviews/stakeholders to the consultant when project work gets underway. Deciding on the amount of surveys and engagement will be a collaborative process.

31. Is the consultant responsible for participant recruitment, translation, or hosting?

The City will provide collaboration and support in recruiting participants for stakeholder input activities, including assistance with scheduling focus groups, distributing surveys, and/or making connections with key community members, organizations, and advisory bodies. The City will collaborate with the consultant to determine the most effective outreach strategies and help ensure strong participation.

We work with a translation service so consultant is not responsible for translations.

32. Will outside partners be engaged directly during this process by the consultant or the City will have its own contacts, platforms or events made available for the consultant for this discovery phase?

See answer to question #31.



QUESTIONS & ANSWERS

City-Wide Brand Identity Development,
Placemaking, and Strategic Marketing Services RFP

33. How many draft and final brand assets should be presented?

This will be determined during project work.

34. What would be the approval process for these assets? Who all will be involved in the approval process?

Formal decision-making and consensus-driven approvals will remain the responsibility of the City Department Directors and City Manager, with final approval likely required from the City Council.

35. How many rounds of feedback are expected during the brand development phase and who will be included in review cycles?

This will be determined during project work.

36. Who will be the decision-maker(s) at each project milestone (e.g., creative approvals, engagement planning, final brand selection)?

See answer to question #34.

37. Will external parties like Chamber of Commerce or EASC be involved?

Yes, they are considered a stakeholder and will be interviewed for their input.

38. How many wayfinding design are expected (e.g., how many signage types, sizes or locations)?

This will be determined during project work.

39. Can you please provide a list of digital branding deliverables. Examples: Website redesign? Social media templates? Email marketing assets?

We do not have a list of digital branding deliverables as it is not a priority for this project. The Final Deliverables are outlined in the RFP.

40. How will different departments (e.g., planning, parks, public works) be brought into implementation conversations? Will consultant be expected to present to each?

The cadence of the meetings with different departments will be discussed and decided during the contract negotiation phase. We envision touchpoints with departments along the way.

41. Will the City require a brand asset portal (e.g., downloadable templates, logos, style guide)? Should this be included in the proposal?

An accessible style guide is one of the deliverables listed for this project.

42. Are there any existing systems (CMS, signage software, GIS, digital kiosks, etc.) the new brand must integrate with or influence?

Yes, that will be part of the discussion with departments.

43. Will the City be using a CRM, email marketing platform, or event system that the marketing strategy should align with? Kindly specify related systems and tools used, reporting frequency, and mention if the ownership of data/tracking will reside with the city or the consultant?

For this project, we are specifically focusing on a new Economic Development marketing strategy.

44. Do you have preferred report formats?

No.

45. What level of involvement is expected from City staff or commissions? Will a project manager or communications staffer serve as a day-to-day liaison?

Yes, the contact listed on the RFP will serve as the project manager for the consultant.

46. Will there be additional phases beyond this project, such as fabrication, marketing campaign execution, digital rollouts, or brand training? If so, should we include optional pricing?

You are welcome to include any effort you feel is important. Whether you wish to include it within the budget scope or as an additional spend for future consideration is up to you.

47. Will the City help facilitate engagement with historically underrepresented communities (e.g., via translation, trusted community partners, in-language facilitators)?

Yes, we will discuss community engagement and outreach strategy.

48. Have any neighboring cities or regional peers launched similar branding or economic development efforts in the past 3–5 years that this initiative hopes to distinguish itself from or complement?

That will be something we can discuss during the discovery phase.

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT

This Agreement (“Agreement”) is dated effective this ____ day of _____, 2021. This Agreement is by and between the City of Mountlake Terrace, a Washington municipal corporation (“City”), and _____ (“Contractor”), collectively known as the parties (“Parties”).

A. The City seeks the professional services of a skilled independent contractor capable of working without direct supervision in the capacity of a _____ and is familiar with the City’s municipal code, resolutions, regulations, and policies.

B. The Contractor, by entering into the Agreement, represents that it has the requisite skills and experience necessary to perform and provide such services in a competent and professional manner.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree to the following terms and conditions:

1. Services.

1.1 Services. Contractor shall provide the services and equipment as specified pursuant to the terms more specifically described in “Exhibit A – Scope of Services,” attached hereto and incorporated by this reference (“Services”), in a manner consistent with the accepted practices and standards for other similar services, performed to the City's satisfaction, within the time-period prescribed by the City and pursuant to the direction of the City Manager or his or her designee.

1.2 Compliance with Laws. Contractor shall comply with and perform the Services in accordance with all applicable federal, state, and City laws, including, but not limited to, the City of Mountlake Terrace’s Municipal Code, and all other City resolutions, standards or policies, as now existing or hereafter adopted or amended.

1.3 Performance Standard. In the performance of services under this Agreement, Contractor and its employees or designees, promise to exercise the degree of skill and care required by customary and generally accepted practices, standards, and procedures adopted by Contractors’ rendering the same or similar type of service. All duties shall be performed in the manner consistent with those customary and generally accepted practices, and the Contractor shall be responsible for the professional and technical soundness and accuracy of all work and services furnished pursuant to this Agreement.

2. Term. The term of this Agreement shall commence upon the effective date of this Agreement and shall expire on _____ 20____.

3. Termination. Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City upon prior written notice to the Contractor. If the Agreement is terminated after partial performance, the City will be obligated to pay only for that portion of the total work authorized under this Agreement that is satisfactorily completed. The Contractor may terminate this Agreement only upon sixty (60) days prior written notice to the City.

4. Compensation.

4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor on a time and materials basis with a not to exceed amount of \$_____ according to the rates delineated in Exhibit A. (*Alternatives: ...a fixed-fee cost of \$_____. OR ...an amount not to exceed a maximum sum of \$_____ according to the rate and methods delineated in Exhibit A.*)

4.2 Method of Payment. City will be billed no more often than monthly. Invoices shall contain an itemized breakdown of the services performed on a project basis during the time covered by the invoice. City will pay Contractor by warrant or check within thirty (30) days of the receipt of an invoice. A finance charge of one percent (1%) per month [twelve percent (12%) per annum] will accrue on any unpaid balance outstanding for more than forty-five (45) days.

4.3 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.4 Reimbursement of Expenses. The City of Mountlake Terrace is not liable to Contractor for any expenses paid or incurred by Contractor unless otherwise agreed in writing.

5. Contractor to Direct Work. Contractor shall control and direct the performance of the work or project of Contractor pursuant to this Agreement, subject to the City of Mountlake Terrace oversight. The City of Mountlake Terrace reserves the right to inspect, review, and approve of the work or project of Contractor to assure that it has been completed as specified, before payment.

6. Warranty. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Mountlake Terrace by obtaining a City of Mountlake Terrace business registration if required by municipal code.

7. Security and Damages. The Contractor shall be responsible for security of its equipment and assumes all risk of damage, theft or loss to Contractor's equipment and supplies occurring from any nature whatsoever. Additionally, Contractor shall be responsible for any maintenance costs and repair costs resulting from any damage or loss from any source whatsoever to its equipment or supplies. Contractor agrees that neither damage to or loss of its equipment shall

be applied to or claimed against City property, City liability insurance or commission revenues owed to the City.

8. Independent Contractor/Conflict of Interest.

8.1 Independent Contractor. It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax, which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance, which is purchased for the benefit of the Contractor, shall not be deemed to convert this Agreement to an employment contract.

8.2 City's Right of Supervision and Inspection. Even though Contractor is an independent Contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof.

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

8.4 Conflict of Interest. The Contractor may or will be performing professional services during the term for other parties and that the City is not the exclusive user of services the Contractor will provide, provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City.

9. Indemnification.

9.1 Contractor Indemnification. Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits including attorney fees, arising out of, in connection with, or incident to any negligent or intentional acts, errors or omissions, or conduct of the Contractor (or its employees, agents, representatives, subcontractors/ subconsultants) in performance of this Agreement, whether such claims sound in contract, tort, or other legal theory, except for injuries and damages caused by the sole negligence of the City. The Contractor's duty to defend and indemnify pursuant to this Section 9 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Contractor. 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of indemnification. This waiver has been mutually negotiated by the Parties. As used in this Section 9, "City" includes the City, the City officers, employees, agents, and representatives. If, and to the extent, Contractor employs or engages subcontractors or subconsultants then Contractor shall ensure that each such subcontractor and subconsultant (and subsequent tiers of subcontractors and subconsultants) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Contractor pursuant to this Section 9.

9.2 **Records Request.** When the City provides the Contractor with notice of a Public Records Request, Contractor agrees to save, hold harmless, indemnify and defend the City, its officers, agents, employees and elected officials from and against claims, lawsuits, fees, penalties and costs resulting from the Contractor's violation of the Public Records Act RCW 42.56, or Contractor's failure to produce public records as required under the Public Records Act. Records shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past any formal retention period imposed by Washington State Archives, grant or other applicable law or regulation.

9.3 **Survival.** The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

10. **Discrimination Prohibited and Compliance with Equal Opportunity Legislation.** In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by the Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, age, (except minimum age and retirement provisions), race, color, creed, national origin, marital status, religion, sexual orientation or the presence of any disability, including sensory, mental, or physical handicaps, based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

11. **Confidentiality.**

All information regarding the City obtained by the Contractor in performance of this Agreement shall be considered confidential. The Contractor shall safeguard all written information submitted by the City to the Contractor in connection with the services performed by the Contractor under this Agreement to at least the same extent as the Contractor safeguards like information relating to its own business or profession. Breach of confidentiality by the Contractor will be grounds for immediate termination.

12. Work Product and Ownership of Records and Documents.

All originals and copies of work product, including records, files, documents, reports, plans, sketches, layouts, designs, design specifications, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the services shall belong to the City. At the termination or cancellation of this Agreement, all copies of any such work product remaining in the possession of the Contractor shall be delivered to the City and shall become the property of the City. Files containing the written record of the Contractor's services shall be delivered to the City.

13. Insurance.

13.1 Insurance Term. The Contractor 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 work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable by the City. Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

13.2 Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

a. 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.

b. Commercial General Liability insurance shall be written at least as broad on 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 Contractor'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.

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

d. Professional Errors and Omissions Insurance. If both parties agree that the Services do not warrant Contractor providing Professional Errors and Omissions Insurance, Section 13.3.d. may be stricken if this section is initialed by both Parties: _____

13.3 Minimum Insurance Limits. Contractor shall maintain the following insurance limits:

a. Comprehensive General Liability. \$2,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

b. Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

c. Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

d. Professional Liability/Contractor's Errors and Omissions Liability. \$2,000,000 per claim and \$2,000,000 as an annual aggregate. Such coverage, with City approval, may be written on a claims-made basis. If the Professional Errors and Omissions Insurance is on a claims-made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims-made policy form shall not be less than 36 months following expiration of the policy. (This paragraph shall not apply if Section 13.2.d above is initialed.)

13.4 Notice of Cancellation. In the event that the Contractor receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Contractor shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/ termination to the City.

13.5 Verification of Coverage. In signing this Agreement, the Contractor is acknowledging and representing that required insurance is active and current. Contractor 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 Contractor before commencement of the work. Further, throughout the term of this Agreement, the Contractor shall provide the City with proof of insurance upon request by the City.

13.6 Insurance Shall be Primary - Other Insurance Provision. The Contractor's insurance coverage shall be primary insurance as respect to the City. The Contractor'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 to the City. Any Insurance, self-insurance, or self-insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

13.7 Claims-made Basis. Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy.

13.8 Failure to Maintain Insurance. Failure on the part of the Contractor 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 Contractor to correct the breach, immediately terminate the contract 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 Contractor from the City.

13.9 Full Availability of Contractor Limits. If the Contractor 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 Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

14. Maintenance/Inspection of Records.

14.1 Maintenance and Inspection. The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs and expenses allowable under this Agreement related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement. If any litigation, claim or audit is commenced, the contractor shall cooperate with the City and assist in the production of all such documents. At minimum, the Contractor shall retain all books, records and documents for a period of six (6) years after the final date of completion of Services.

14.2 Public Records. The Parties agree that this Agreement and records related to the performance of the Agreement are, with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Contractor acknowledges that any record, document, work product or correspondence created by contractor may be subject to the Public Records Act.

Further, in the event of a Public Records Request to the City, the City may provide the Contractor with a copy of the Records Request and the Contractor shall provide copies of any City records in Contractor's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Contractor will provide the City with an estimate of reasonable time needed to fulfill the records request.

15. Dispute Resolution.

15.1 Informal Resolution. In the event of a dispute, a party shall notify the other party of the dispute with as much detail as possible. The City and Contractor shall use good faith efforts to resolve the dispute within ten (10) business days. If the Parties' business representatives are unable to resolve the dispute, or agree upon the appropriate corrective action to be taken, within such ten (10) business days, then either party may initiate mediation. Both Parties will continue without delay to carry out all their respective responsibilities under this Agreement. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the mediator is located, unless another location is mutually agreed upon. Agreements reached in

mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2 Injunctive Relief. Nothing contained in this Section shall limit or delay the right of either party to seek injunctive relief from a court of competent jurisdiction, whether or not such party has pursued informal resolution in accordance with this Section.

16. Compliance with Grant Terms and Conditions. Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Contractor's work hereunder.

17. General Provisions.

17.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose. All attachments and addendum are incorporated herein by this reference, and shall be a part of this Agreement.

17.2 Modification. No provisions of this Agreement may be amended, modified or an additional obligation assumed by either Party except by written agreement signed by the Parties.

17.3 Full Force and Effect. Any section or provision of this Agreement which is adjudicated invalid or illegal shall in no way affect or invalidate any other section or provision hereof and such other sections or provisions shall remain in full force and effect.

17.4 Subletting/Assignment. Neither the Contractor nor the City shall have the right to sublet, transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

17.5 Attorney Fees. In the event either party brings a lawsuit to enforce the terms of this Agreement, or arising from a breach of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees for bringing or defending against the action.

17.6 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

17.7 Governing Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington; venue shall be in Snohomish County.

17.8 Authority. Each individual executing this Agreement on behalf of the City and the Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

17.9 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally or may be deposited in the

United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

18.10 No Third Party Beneficiary. It is the specific intent of the Parties, and all Parties agree, that this Agreement shall not confer third party beneficiary status on any non-party.

18.11 No Joint Venture. This Agreement does not create a partnership or joint venture, and in carrying out this Agreement, the Parties shall act in their individual capacities and not as agents, employees, or partners of one another.

18.12 Survivability. The obligation of Contractor under all provisions of this Agreement, which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement shall survive the completion, termination, or cancellation of this Agreement.

18.13 Contractor Payments. In the event the Contractor fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the City shall have the right but not the obligation and the Contractor authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Contractor's total compensation.

Executed on the dates written below.

CONTRACTOR

CITY OF MOUNTLAKE TERRACE

By:

By:

Name, Title

Jeff Niten, City Manager

Address:

23204 58th Avenue W
Mountlake Terrace, WA 98043

Date: _____

Date: _____

Approved as to form:

Hillary J. Evans, City Attorney

EXHIBIT A

Scope of Services