



CITY OF SNOHOMISH

P.O. BOX 1589 | SNOHOMISH, WASHINGTON 98291 | (360) 568-3115 | WWW.SNOHOMISHWA.GOV

REQUEST FOR PROPOSALS

Missing Middle Housing Analysis, Public Participation, and Policy Recommendations

PUBLIC NOTICE

The City of Snohomish (City) is issuing a Request for Proposals (RFP) from qualified planning firms or a team of professional consultants to (1) develop a public engagement plan and conduct a public participation program to obtain feedback on middle housing, including informational materials for the public with an emphasis on Snohomish’s community character; (2) prepare a racial equity and displacement report; (3) conduct an analysis and recommend policies to address anti-displacement and disparate impacts in housing; and (4) prepare a report summarizing changes to support middle housing including recommended changes to regulations, fee structures, incentives, and permitting procedures. The consideration and involvement of historically under-represented communities within Snohomish is particularly important for this project.

The City is seeking a firm/team whose combination of experience and expertise will provide professional, timely, and cost-effective services to the City. The City reserves the right to enter into one or more contracts with any firm/team(s) selected under this RFP process.

RFP CLARIFICATION

Please send questions and any requests for clarification regarding this RFP via email to Brooke Eidem at eidem@snohomishwa.gov. Reference the RFP in the subject line.

DURATION OF SERVICES

The term of the contract will be from approximately November 2022 until June 30, 2023.

RETRACTION OF RFP

The City of Snohomish is not obligated to contract for the services specified in this RFP. The City reserves the right to retract this RFP in whole, or in part, and at any time without penalty.

RFP TIMELINE

These dates are estimates and subject to change by the City.

Date	Procedural Step
Oct. 3, 2022	RFP advertised.
Oct. 14, 2022	All questions due by this date.
Oct. 17, 2022	All pertinent questions posed by the above date will be answered and posted on the City’s website.
Oct. 28, 2022	RFP submittals due.
Oct. 31-Nov. 2, 2022	Submittals analyzed by project team.
Nov. 3, 2022	Decision made; all applicants notified of decision.

CITY INFORMATION

Since its establishment in 1859, the City of Snohomish has been a unique community within Snohomish County. The city's National Historic District, numerous waterfronts, agricultural floodplain setting, small town feel, and sense of community produces a city where natural and urban landscapes are in balance. The quiet, historic character of its attractive neighborhoods is a testament to the preservationist efforts of residents in protecting its architectural, cultural and natural beauty.

Snohomish is located approximately 30 miles north of Seattle and nine miles southeast of Everett. The City's population of 10,200 is dispersed over 3.72 square miles. A mayor-council form of government administers the City with an elected mayor and seven councilmembers. City staff is comprised of 46 regular full-time employees in four departments:

- Mayor/Administration
- Planning & Development Services
- Finance/IT
- Public Works

Under the Public Works umbrella are the City's water, wastewater, and stormwater utilities. Law enforcement services are provided through a contract with the Snohomish County Sheriff's Department. Fire protection services are provided by Snohomish County Fire District No. 4.

BACKGROUND

In 2022 and 2023, the City is focusing on updating the background data for the Housing element of the Comprehensive Plan. The 2022 Comprehensive Plan Amendment Final Docket included proposals to adopt policies related to three subareas: North Lake, North Corner, and Central West. The policies are intended to promote diversity of the City's tax base and increase housing opportunities. A land use and economic analysis was performed for all three subareas that indicated the need and capacity for future growth, particularly for more intense multi-family development in the subareas.

The City would like to explore consideration of Missing Middle housing types appropriate for Snohomish with particular emphasis on the subareas, as well as potential small-scale neighborhood business development to serve the neighboring residential areas.

Community involvement is critical to this effort, particularly working with historically under-represented groups. Additional public participation is part of this RFP. The City has identified the Snohomish Senior Center as a partner in this effort. The City envisions a multi-method outreach strategy that may include focus groups, polling, and at least one community forum.

A racial equity and disparate impacts analysis is required. This analysis should evaluate the potential for racially disparate impacts or displacement as a result of new Missing Middle housing types and locations.

RFP PURPOSE

The City is seeking consultant services to provide racial equity analysis, anti-displacement policy recommendations, missing middle housing assessments, housing and land use policy and program recommendations in support of the Washington Department of Commerce's recently awarded Middle Housing Grant. The consultant services will:

1. Develop a public engagement plan with particular emphasis on under-represented groups.
2. Develop a racial equity and displacement report with appropriate anti-displacement policy proposals, as defined in RCW 36.70A.070(2)(e)-(h).
3. Develop summary assessments of residential lots suitable to allow middle housing types.
4. Develop strategies, policies, regulations, fee structures, incentives, and permitting procedures to increase the supply of middle housing types in the city.

SCOPE OF WORK

The City of Snohomish is seeking a consultant to perform the following contract deliverables.

Task 1: Public engagement plan and response data

Develop a community engagement plan, working with community-based organizations and City staff. Develop survey questions and outreach methods to allow historically under-represented groups to participate. Inform and solicit response from representative group of for-profit or non-profit residential developers, renters, and owner-occupied households in residential neighborhoods through online surveys and in-person polling.

Task 1 Deliverables:

- Public Participation plan in pdf and Word format
- Data from outreach program in Excel format

Task 2: Racial Equity and Displacement Analysis

Analysis of factors affecting racial equity and displacement. Factors to consider include but should not be limited to local policies and regulations that have resulted in racially disparate impacts, displacement, and exclusion in housing, including zoning that may have a discriminatory effect, disinvestment, and infrastructure availability.

Task 2 Deliverable: A report in pdf and Word format that:

- Identifies the existence, cause and effect of racial inequities;
- Identifies geographical areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations;
- Evaluates displacement risk of very low, low, and moderate income households.

- Evaluates displacement risk of individuals from racial, ethnic, and religious communities which have been subject to discriminatory housing policies in the past.
- Evaluates displacement risk of locally owned businesses due to anticipate redevelopment.

Task 3: Proposed policies to address anti-displacement

Review and evaluate the current housing element and other policies to support middle housing. Develop recommended policies and regulations to address and begin to undo the impacts of local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing as defined in RCW 36.70A.070(2)(e)-(h).

Task 3 Deliverable: A report in pdf and Word format:

- Recommended anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from redevelopment.
- Recommended anti-displacement policy documents that include a schedule of programs and actions to implement anti-displacement strategies.

Task 4: Menu of strategies

Review buildable lands report and current residential land uses for potential to allow middle housing, with emphasis on subareas identified in 2022 Comprehensive Plan Amendment Final Docket. Review current programs, development regulations, impact fees, system development charges, and permitting processes as to how they might encourage or discourage the development of multiunit housing. Gather data, analyze, and review to understand the realistic potential of the various changes. Conduct financial feasibility analysis of developing new various housing types in various zones.

Task 4 Deliverable: A report in pdf and Word format that:

- Analyzes potential development outcomes resulting from various changes in zoning to accommodate middle housing.
- Considers bonuses and incentives for affordable housing to accompany any changes in zoning that increase density.
- Provides a list of realistic strategies to consider in development regulations, impact fees, system development charges, and permitting processes to encourage the development of multiunit housing.

SUBMITTAL REQUIREMENTS

Submittal Process

- Only electronic submittals as a .pdf file will be accepted.
- Proposal may only be submitted via email to eidem@snohomishwa.gov
- Proposals must be received no later than 4:00 p.m. Monday, October 28, 2022. Responses received after the above time will not be considered.

Submittal Checklist

All proposals shall include the following information:

1. A cover letter/statement of interest indicating the firm's/team's interest in the project and highlighting its qualifications to perform the project.
2. A brief overview of the company.
3. Primary Consultant Contact Information – provide a single point of contact.
4. A proposal that identifies how the consultant will achieve the City's goals as indicated in this request. Proposals should be prepared simply and economically, providing a clear and concise description of the firm/team's capabilities to satisfy the requirements of the request. All proposals must include the following information:
 - Statement of project understanding containing any suggestion to expedite the project or additional concerns of which the City should be made aware.
 - Project approach containing any additional work task identified as necessary for the project's successful completion.
5. Explain in one page or less how your solution will differentiate you from other consultants and why we should choose you as our successful consultant. List the unique features that give you and/or your company a competitive edge in economic development research.
6. Resumes describing the background and qualifications of principals and staff working on the project.
7. List of all proposed sub-consultants, their background and qualifications and degree of involvement.
8. A minimum three references for recent or similar projects; include brief project description, contact person, phone number, and email address.
9. Estimated number of hours to complete each task and itemized pricing, including sales tax, to complete the task and provide the deliverable. Also, include an estimated total number of days to complete the entire project.
10. Indicate availability for the project including your available start date and any conditions that restrict your availability to work on this project.
11. Evidence of Insurance – provide documentation demonstrating compliance with the insurance requirements described in Section III.7 of the City of Snohomish Standard Professional Services Agreement (Exhibit A)
12. A statement acknowledging acceptance of all terms and conditions set forth in the City's standard consulting services agreement.

All proposals submitted in response to this RFP become property of the City of Snohomish and may be considered public records, and as such may be subject to public review.

EVALUATION CRITERIA AND REVIEW PROCESS

Evaluation criteria will generally include:

- Qualifications of the firm/team members;
- Relevant past project experience of the firm/team;
- Resumes of key individuals;
- Familiarity with local conditions, codes and practices, as evidenced in previous projects;
- Past history with the City.

The City's project team will perform technical evaluations of each RFP and make a selection based on the evaluation criteria provided above. Evaluations will focus on identifying the relative strengths, weaknesses, and deficiencies associated with each RFP. Interviews are not anticipated but may be held at the discretion of the evaluation committee. The City reserves the right to obtain clarification or additional information from any firm/team regarding its RFP.

The City reserves the sole right to select the most qualified firm/team(s) based on best overall proposal(s) that is most advantageous to the City. Firms/teams that submit RFPs will be notified of the selection results. Final approval of any contract with the selected firm/team is subject to the approval of City Council.

When determining whether a firm is responsible, or when evaluating a firm proposal, the following factors will be considered, any one of which will suffice to determine if a firm is either not a responsible consultant or if the firm's proposal is not the most advantageous to the City:

1. The ability, capacity and skill of the firm to perform the contract or provide the service required.
2. The character, integrity, reputation, judgment, experience and efficiency of the firm.
3. Whether the firm can perform the contract within the time desired.
4. The quality of performance of previous public and private contracts or services, including, but not limited to, the firm's failure to perform satisfactorily or complete any written contract. The City's termination for default of a previous contract with a firm shall be deemed such a failure.
5. The previous and existing compliance by the firm with laws relating to the contract or services.
6. Evidence of collusion with any other firm, in which case colluding firms will be restricted from submitting further bids on the subject project or future tenders.
7. The firm is not qualified for the work or to the full extent of the RFP.
8. There is uncompleted work with the City or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect or prevent the prompt completion of the work bid upon.

9. The firm has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled.
10. The firm has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Firms shall affirmatively disclose to the City all such convictions, especially of management personnel or the firm as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole option and discretion, for termination for default subsequent to award or execution of the contract.
11. More likely than not, the firm will be unable, financially or otherwise, to perform the work.
12. At the time of RFP award, the apparent successful firm must obtain a City business license. Failure to do so will constitute a determination that the firm is not responsive and may result in disqualification.
13. Such other information as may be secured having a bearing on the decision to award the contract.
14. Any other reason deemed proper by the City.

TERMS AND CONDITIONS

1. The City reserves the right to reject any or all proposal submitted and no representation is made hereby which that any contract will be awarded pursuant to this RFP or otherwise.
2. The City of Snohomish reserves the right to award a portion of work or combination, thereof.
3. The City of Snohomish reserves the right to request clarification of information submitted, and to request additional information from any firm/team.
4. The contract resulting from acceptance of a proposal by the City of Snohomish shall be in a form supplied or approved by the City of Snohomish, and shall reflect the specifications in this RFP. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in the RFP, and which is not approved by the City Attorney.
5. The City of Snohomish shall not be responsible for the costs incurred by the firm/team in preparing, submitting or presenting its response to the RFP.
6. In submitting qualifications, the respondent agrees to comply with all applicable Federal, State, and City of Snohomish laws in the conduct of work specified herein. The firm selected to work on this project will be required to obtain a City of Snohomish business license.
7. The City of Snohomish fully complies with Title VI of the Civil Rights Act of 1964 and related statues in all programs and activities. Those requiring disability accommodations and/or materials made available in an alternate format, please contact the City Clerk at 360-283-3181 or whitson@snohomishwa.gov.

EXHIBITS

- A. City of Snohomish Standard Professional Services Agreement
- B. Maps of Subareas



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PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF SNOHOMISH AND _____ FOR _____ CONSULTANT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Snohomish, a Washington State municipal corporation ("City"), and _____, a Washington State corporation ("Consultant") licensed to do business in Washington State.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with _____ services as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra

work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The Consultant shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work no later than _____, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

_____ No employees supplying work have ever been retired from a Washington state retirement system.

_____ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the 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.

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

d. **Public Records Requests.** In addition to Paragraph IV.3 b, when the City provides the Consultant with notice of a public records request per Paragraph IV. 3 b, Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant’s failure to produce public records as required under the Public Records Act.

e. The provisions of this section III.6 shall survive the expiration or termination of this agreement.

III.7 INSURANCE.

a. **Insurance Term.** 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.

b. **No Limitation.** Consultant's maintenance of insurance as required by the 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 in equity.

c. **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.
- (2). 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 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 insurance appropriate to the Consultant's profession.

d. **The minimum insurance limits shall be as follows:**

Consultant shall maintain the following insurance limits:

- (1) Commercial General Liability. Insurance shall be written with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- (2) Automobile Liability. Insurance with a minimum \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.
- (4) Professional Liability/Consultant's Errors and Omissions Liability. Insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

f. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with insurers with a current A.M. Best rating of no less than A:VII, or if not rated by Best, with minimum surpluses the equivalent of Best VII rating.

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

h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance as respect the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

i. **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. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **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 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 Consultant from the City.

k. **Public Entity Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity 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 contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services.

The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

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

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

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the

City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

_____ **NONE FOR THIS CONTRACT**

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$ _____ (_____) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS.

a. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

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

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

CITY OF SNOHOMISH

ATTN: _____

PO BOX 1589

SNOHOMISH, WA 98291

Notices to the Consultant shall be sent to the following address:

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

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

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

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, _____.

CITY OF SNOHOMISH

By: _____

Linda Redmon, Mayor

By: _____

{Insert Name, Title Here}

ATTEST

APPROVED AS TO FORM

By: _____

Brandi Whitson, City Clerk

By: _____

Emily Guildner, City Attorney

Exhibit B

