



City of Everett

Re- Districting Commission Meeting

Thursday –April 14, 2022

Location: ZOOM Time: 5:00-7:00 p.m.

AGENDA

- **District Commission Roll Call**
- **Staff Comments**

Item 1: Nominations for Chair

- Nominations need a 2nd – once all nominations are made and accepted, each candidate can provide a brief statement.

Item 2: Zoom Vote (online ballot through polling option)

Item 3: Re-Districting Master Search Update

Item 4: Interview Question Revisions

Item 5: Timeline Review

Notes:

Link to Bid Opportunities Re-Districting <https://www.everettwa.gov/2713/Bid-opportunities>

City Charter – Districting: <https://everett.municipal.codes/Charter/II>

Re-Districting City Website: <https://everettwa.gov/1856/City-Council-Districts>



City of Everett

Re- Districting Commission Meeting

Thursday –March 10, 2022

Location: ZOOM Time: 5:00-7:00 p.m.

Notes:

- **District Commission Roll Call:** All 8 members in attendance
 - o Leah Airt-Atkinson
 - o Scott Bader
 - o Ana Benitez
 - o Susan Neely
 - o Jared Seitz
 - o Nathan Shelby
 - o Jocelyn Sievers
 - o Simone Tarve
- Absent:
 - o None
-
- **Approval of Minutes:** Motion from Jocelyn and second from Nathan – motion passes (8:0)
- **Staff Comments:** order of questions for candidates

Item 1: Interview Process: All candidates attended the interview, answered the provided questions and confirmed they were available during regular commission meetings to participate.

Interview 1: 5:15 Dale Larson Dist 3 – interview started at 5:12. Questions were asked by Leah, Scott, Ana, Susan, Jared, and Nathan. No clarifying questions asked

Interview 2: 5:35 Angela Pioli Dist 4– interview started at 5:28 questioned asked by Jocelyn, Simone, Leah, Nathan, and Ana. No clarifying questions asked

Interview 3: 5:50 Kelly Fox Dist 5 interview started at 5:56 questioned asked by Susan, Jared, Jocelyn Nathan, Simone and Leah. No clarifying questions asked

Interview 4: 6:10 – Paola Herrera Dist 3 interview started at 6:06 Scott, Ana, Susan, Jared, Nathan, and Jocelyn. No clarifying questions asked

Notes:

City Charter – Districting: <https://everett.municipal.codes/Charter/II>

Re-Districting City Website: <https://everettwa.gov/1856/City-Council-Districts>

Interview Questions – 9th Member Re-Districting Commission

Interview questions will be asked by the commissioners ~~alphabetically by last name~~, in continuation through the interviews (ie: Sievers-Bailey will ask Q1 on interview 2). There can be clarifying questions asked as needed by any of the commissioners at the end of the interview. ~~Airt-Atkinson, Bader, Benitez, Neely, Seitz, Sievers-Bailey, Shelby, Tarver~~ (order of who asked questions was edited to flow will roll call)

1. *Please introduce yourself and share a bit of your background.*
2. *Please share any experience you have working with a large group or board.*
3. *What qualifications or experiences do you feel would be an asset this commission?*
4. *Are you available to attend meetings on the 2nd Thursday of each month at 5:00?*
5. *Have you reviewed the provided materials including timeline?*
6. *Do you have any questions?*

Discussion following the interviews – Paolo Herrera was first discussed because of geographic proximity to a current commissioner, because of this, she was not chosen to move forward as a final candidate. Not vote taken at this time but the conversation continued -

General summarized comments:

Simone mentioned that having a candidate with lived experience and more representation in the south and around casino road would be a benefit to the group.

Ana Agreed with Simone and thought Angela had a lot of exposure to many different populations and would be a good fit on the commission. She also brought up wanting someone who is thoughtful about inclusion

Nathan agreed and would like more representation in the south to ensure there is no divide between north and south Everett.

Scott thought Dale was well spoken, brought a helpful business lens and brought up geographic diversity. He also commented that he would have liked to see some other neighborhoods represented that are not currently on the commission.

Jocelyn pointed out that Dale or Angela would be great and Kelly too but mentioned that timing is something to consider as well.

Leah spoke to a lack of representation from the more southern districts and would like to support a member from there. She brought up that Kelly lives on the other side of I5 and that could be a benefit. Noted that Angela would bring more voices to the table and was specific in how she would want to go about the work on the commission.

Jared commented that the other side of I5 and is a different area of the city and the I5 corridor is underrepresented. He also stated that this is a hard decision

Susan started that at this point in the conversation Kelly or Angela would be her top. She also said that many good points had been made, and both are great options for many reasons.

At this point Simone suggested a feel vote to help the commission make their next decision. The feel vote eliminated dist 3 candidates from the final candidate pool to bring more representation to the south area of the city.

Scott was not in favor of eliminating dist. 3 candidates and spoke to the importance of bringing new voice to the table and didn't want to miss that opportunity.

An official roll call vote was taken to remove both Paolo and Dale from the top candidate pool.

Vote to eliminate Paolo Herrera– passes (8:1 (Scott Bader was the only no vote))

Vote to eliminate Dale Larson – passes (8:1 (Scot Bader was the only no vote))

Leah opened the new discussion, she thanked Scott for his comments and pointed out that there are new voices on the commission and appreciated his thoughtful consideration.

Simone spoke next, commenting that Angela seemed more passionate in her communication and was excited in her interview and seemed ready to serve. Combining Angela's passion and location, Simone felt Angela should be considered for the 9th position.

Scott agreed with Simone on her comments

Susan also agreed with Simone and wanted to reconsider, as a body, the importance of having someone representing the other side of I5 (this was a question to the group).

Simone responded with her thoughts on the different demographics of casino road and Silverlake area. She expressed It would be more difficult to engage on a casino than Silverlake so having a commissioner from the casino road area would be a benefit. She also acknowledged Scott's previous comment about being aware of areas that do not have a commissioner from their neighborhood.

Motion to nominate Angela Pioli made by Nathan and 2nd from Leah. Motion passes (9:0)



Districing Masters Role and Responsibilities

The role of the Districing Master will be to use Census data, Geographic Information System (GIS) files (such as shape files), and software to create proposed districing plans that contain five districts. The Districing Master will be responsible for:

Obtaining current Census data and drawing district boundaries to ensure that each district contains approximately the same total population within a +/- 5% threshold of the mean.

Obtaining shape files of the city limits and ensuring that the boundaries are compact and contiguous.

Avoiding splitting (or “cracking”) concentrated populations of racial or ethnic minorities into more than one district.

Drawing district boundaries that follow existing voting precinct boundaries and obtaining shape files from Snohomish County that contain the city’s voting precincts.

The Districing Commission will conduct public hearings, and provide the Districing Master with the following information:

The location of existing recognized natural boundaries.

The location of existing communities of related and mutual interest.

Whether the Districing Master should attempt to draw districts to minimize the instances of more than one incumbent residing in the same district, or whether the Districing Master is free to ignore incumbency.

The Districing Master will incorporate; location of existing communities of related and mutual interest into proposed maps, location of existing recognized natural boundaries and information gathered from public/community hearings. The Districing Master may also consult with the city’s special outside legal counsel on applicable legal requirements.

City of Everett



2930 Wetmore Ave Ste 10A
Everett, WA 98201



425.2577115
425.2578729fax



everettwa.gov

Everett Districting Commission, District Master Interview Questions

1. Please introduce yourself and provide a brief overview of your background and familiarity with Everett.
2. Have you ever worked for a re-districting commission or like body? Please explain. If not, what background do you have that might be similar?
3. Please explain how you view the role of district master.
4. How would you keep open communication and the districting commission informed?
5. What is the biggest problem that you would expect to face when creating a district map?
6. What familiarity do you have working with shape files?
7. How do you plan to understand and ensure communities of mutual interest are not separated? What does the term “communities of mutual interest” mean to you?
8. There are two key tactics used in gerrymandering; Cracking and Packing. How would you prevent this from happening?
9. How would you suggest presenting the Districting Map to the people of our city?
10. What assistance do you expect or need from City staff to support your work?
11. Are you willing to attend community meetings once we have a draft map(s) ready for the community to provide input on?





Request for Portfolio #2022-039

Re-District Master

1. SUMMARY OF REQUEST

The City of Everett (herein referred to as “City”) is seeking the services of a re-district master to provide districting services. The city has moved from an at-large council to a 5:2 model (five districts and two at large) as passed in 2018 by the voters. The city must reevaluate districts every biennium in alignment with the Census Data updates. The completion date for redistricting is October 26, 2022.

2. TIMELINE

The following represents the schedule for this solicitation:

March 29, 2022	Release of Request for Portfolios
April 18, 2022, 11:59 pm Pacific Time	Submittals Due
May 2022	Anticipated Award
October 26, 2022	Redistricting Completion
E-mailed or delivered portfolios are acceptable. Submit portfolios to: E-mail: Nichole Webber nwebber@everettwa.gov OR Delivery: 2930 Wetmore Ave, Suite 10A, Everett, WA 98201	

3. EVALUATION AND SELECTION PROCESS

The City Re-Districting Commission and staff will review each response for compliance with the portfolio of requirements for this solicitation. Candidates may be contacted for additional information or interview by City staff or the commission to clarify qualifications prior to award of a project.

The City and commission will select the most qualified candidate from each candidate’s portfolio and negotiate the scope of work, price, and terms and conditions. Selection will be made based on:

- a. The specialized experience and technical competence with respect to the type of services required;
- b. The capacity and capability of the candidate to perform the work within the recommended timeline for the completion of the project; and
- c. The candidate’s proximity to and familiarity with the area in which the project is being located.

4. SCOPE OF WORK

The anticipated scope of work for this project is listed below. However, this scope of work is subject to change before contract execution or during the contract period.

- A. The Service Provider will use appropriate data and input to create an initial draft concept plan that:
- 1) Follows the City's charter and relevant City, state, and federal laws.
 - 2) Work with the commission to adjust the initial draft concept plan and create a version ready for the public comment; be present at community meetings.
 - 3) Keep the commission informed and work with City staff to create an accurate, complete map pertaining to district boundaries and communities of mutual interest data.

B. The Service Provider will also provide the following:

1) Redistricting Advice, Consultation, and Mapping Services

- Ongoing consultation and advice via telephone, email, online conference, or face-to-face meeting.
- Districting plan development services to include attending select Re-Districting Commission meetings (up to 15 commission meetings and 7 community meetings). Most of these meetings will be via video conference.
- Offsite districting plan development services.

Collaborate with the Re-Districting Commission to:

- Interface with Planning Department Staff to provide relevant data (e.g. neighborhoods) and information.
- Obtain information obtained from community organizations and the public pertaining to district boundaries and communities of mutual interest data.
- To answer community questions and inquiries in conjunction with City Staff.
- Create updates as needed to keep the community and other interested parties informed in conjunction with City Staff.

2) Draft Maps and Written Descriptions

- Maps (pdf format) of plans in letter size (8.5" x 11") and large size (36" x 44") format (large size upon request) for the entire districting plan.
- Zoom of district areas for draft plans. Include additional zoom areas (upon request).
- Maptitude districting plan reports for draft plans on population statistics, contiguity, compactness, political subdivision splits, and communities of mutual interest (upon request).
- Draft reports (pdf format) that includes maps, Maptitude plan reports (see list above), and a clear narrative describing each district contained within the final plan.
- Digital census block assignment list and digital "shapefile" of the final districting plan (upon request).

3) Final Maps and Written Descriptions

- Maps (pdf format) of plans in letter size (8.5" x 11") and large (36" x 44") format for the entire districting plan.
- Zoom of District areas (pdf format) for draft plans. Include additional zoom areas (upon

request).

- Maptitude districting plan reports for draft plans on population statistics, contiguity, compactness, political subdivision splits, and communities of mutual interest.
- Final report (pdf format) that includes final maps, Maptitude plan reports (see list above), and a narrative describing each district contained within the final plan.
- Digital census block assignment list and digital “shapefile” of the final districting plan.

4) Online Mapping

- Work with the City staff to provide necessary data to create online accessible maps and reports for the public.
- Provide ArcGIS online web mapping application(s) depicting draft and final map plans for District Commission access as well as separate public aces (upon request).

5) Compliance and Research

Become familiar with and follow:

- Everett City Charter concerning districting.
- Federal laws and guidelines concerning districting.
- Washington’s RCW 29A.76.010 and other applicable laws.
- Everett’s natural, neighborhood, and other social boundaries.

6) Eligible Expenses

- Rental car.
- Meals while in Everett up to the City of Everett’s peridium amount.
 - Breakfast \$16
 - Lunch \$20
 - Dinner \$30

5. PORTFOLIO REQUIREMENTS

All portfolios must be submitted in the order specified below:

- a. Biography
- b. Qualifications and Experience
- c. Approach and Capability
- d. Pricing Proposal

Candidates may emphasize in their narrative any areas of their portfolio that they believe exceed the City’s requirements.

6. BIOGRAPHY

- a. Where did you go to school? What degree did you pursue?
- b. Have you published any recent documents on topics related to districting? If yes, please list them.
- c. Are you a part of any professional memberships or volunteer organizations?
- d. Are you currently employed full-time?

7. QUALIFICATIONS AND EXPERIENCE

- a. Provide a list of local governments that you are currently working for or have worked for. This listing should include the organization's name and the length of time you worked with them.
- b. How long have you been practicing in the political industry?
- c. How do you measure the quality of the services you offer? How often?
- d. Please describe your procedures used to communicate timely and effectively with the City's Re-Districting Commission and the City of Everett citizens.

8. APPROACH AND CAPABILITY

- a. What is your plan to review and evaluate the current districting map and new data?
- b. How do you plan to address any complaints or comments from community forums or meetings regarding your districting plan?
- c. What is your availability to complete the work within the charter and state time frame?
- d. What other districting work are you currently doing?
- e. Describe your approach to re-district the City of Everett and to stay in compliance with RCW 29A.76.

9. PRICE PROPOSAL

- a. Hourly rate
- b. Cost per community forum or meeting
- c. Additional services provided

10. CONDITIONS OF THE AGREEMENT

The selected candidate will enter into a Professional Services Agreement (PSA), which will establish the maximum contract amount. The form of contract used for this project is the City of Everett standard PSA, which is included in the solicitation.

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**



THIS AGREEMENT made and entered into on this _____ day of _____, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the “City,” and _____, whose address is _____, hereinafter referred to as the “Service Provider.”

WHEREAS, the City desires to engage the Service Provider to _____ for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider’s proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and shall be completed by _____.

4. **Compensation.**

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of Dollars (\$).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett
Attn.:

Everett, WA

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as email. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or

subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. Insurance.

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider'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 to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, 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 Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. **Independent Contractor.**

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City.

The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. **Employment/Conflict of Interest.** The Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.

14. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

16. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business

identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

18. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the “Act”). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City’s public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney’s fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider’s work hereunder.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.

21. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

22. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

23. **Modification of Agreement.** This Agreement may only be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **Severability**. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. **Notices**.

A. Notices to the City of Everett shall be sent to the following address:

City of Everett
Attn.:

Everett, WA

B. Notices to the Service Provider shall be sent to the following address:

26. **Venue**. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **Governing Law**. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

28. **City Marks**. The Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.

29. **No Personal Liability**. No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

30. **Signature/Counterparts**. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Execution and delivery of this Agreement by the parties shall be legally valid and effective through any combination of: (i) executing and delivering a paper copy, (ii) transmitting the executed paper copy by email in pdf format or other electronically scanned format, or (iii) execution and transmittal by AdobeSign or DocuSign or other e-signature method.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,
WASHINGTON**

Cassie Franklin, Mayor

Date

ATTEST:

City Clerk

Date

**STANDARD
AGREEMENT
APPROVED AS TO
FORM
DAVID C. HALL
CITY ATTORNEY**

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

<p>Corporation</p> <p>_____</p> <p>[Service Provider's Complete Legal Name]</p> <p>By: _____</p> <p>Typed/Printed Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>
<p>Partnership (general)</p> <p>_____</p> <p>[Service Provider's Complete Legal Name] a Washington general partnership</p> <p>By: _____</p> <p>Typed/Printed Name: _____</p> <p>General Partner</p> <p>Date: _____</p>
<p>Partnership (limited)</p> <p>_____</p> <p>[Service Provider's Complete Legal Name] a Washington limited partnership</p> <p>By: _____</p> <p>Typed/Printed Name: _____</p> <p>General Partner</p> <p>Date: _____</p>
<p>Sole Proprietorship</p> <p>_____</p> <p>Typed/Printed Name:</p> <p>_____</p> <p>Sole Proprietor:</p> <p>Date: _____</p>
<p>Limited Liability Company</p> <p>_____</p> <p>[Service Provider's Complete Legal Name] a Washington limited liability company</p> <p>By: _____</p> <p>Typed/Printed Name: _____</p> <p>Managing Member</p> <p>Date: _____</p>

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
COMPENSATION

ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

Name	Responsibility	Rate

ALTERNATE B [LUMP SUM]

The City shall pay Service Provider _____ dollars (\$) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

ALTERNATE C [PROGRESS PAYMENTS]

The City shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

Task	Amount Paid upon Completion of Task

ALTERNATE D [BASE REGISTRATION]

The City shall pay the Service Provider such amounts and in such manner as follows:
 Fee for service shall be _____ percent _____ % of the base registration fees collected by the City. Additional fees and/or surcharges levied by the City will be retained 100% by the City. Payments shall be made as stated in Exhibit A – Scope of Work. The base registration fee is listed in Exhibit A – Scope of Work. Compensation shall not exceed _____ dollars (\$ _____).

EXHIBIT C
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking		
Meals		

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? Yes No
IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.
IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: _____

Signature: _____ Printed Name: _____ Title: _____