



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of the Mayor's signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the person identified as Service Provider in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing the services as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

BASIC PROVISIONS	
Service Provider	EConorthwest
	222 SW Columbia Street, Suite 1600
	Portland, OR 97201
	shook@econw.com
Service Provider Notices to:	Cindy O'Connell
	oconnell@econw.com
City Project Manager	Dan Eernissee
	City of Everett – Economic Development
	2930 Wetmore Avenue, Suite 10A
	Everett, WA 98201
Brief Summary of Scope of Work	deernissee@everettwa.gov
	Economic Development Study Consultant
Completion Date	January 10, 2026

Extension Provision	N/A
BASIC PROVISIONS	
Maximum Compensation Amount	\$189,369
Exhibits	<p>Exhibit A: Form 4.03 Price Sheet, RFP 2023-119</p> <p>Exhibit B: Economic development consultant revised scope dated 12-13-23</p> <p>Exhibit C: ECONorthwest Proposal Response dated October 11, 2023</p> <p>Exhibit D: Request for Proposal #2023-119 Economic Development Study Consultant</p>
Service Provider Insurance Contact Information	Angela Sangl
	541-687-1117
	Angela.sangl@hubinternational.com

Additional Provision(s)	N/A
------------------------------------	-----

<p>State Retirement Systems (must answer both questions)</p>	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
---	---

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

ECONORTHWEST



Cassie Franklin, Mayor

01/03/2024

Date

ATTEST



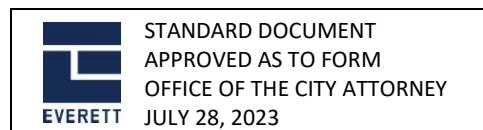
Office of the City Clerk

Signature: Morgan Shook

Name of Signer: Morgan Shook

Signer's Email Address: shook@econw.com

Title of Signer: Partner/Senior Policy Advisor



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.P1)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the exhibit(s) to this Agreement. The work so described is hereafter referred to as "Work".
 - A. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. 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.
 - B. If Service Provider's proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the "Additional Provision(s)" portion of the Basic Provisions.
 - C. Work or requirements described in a scope of work document attached as an exhibit to this Agreement in aspirational or preferential terms (such as "it is desired that Supplier will," "it is preferred that Supplier will" or similar language) is deemed to be mandatory, unless otherwise provided in the "Additional Provision(s)" portion of the Basic Provisions.
 - D. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider, except that the following provisions in the Basic Provisions shall always govern: the Completion Date, the Maximum Compensation Amount, the Extension Provision, and the Additional Provisions.
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 the Work shall be completed by Completion Date stated in the Basic Provisions. The Completion Date may be extended as set forth in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay 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. Service Provider shall be paid such amounts and in such manner as described in the exhibit(s) to this Agreement.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to 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 Service Provider.
 - D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - 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, 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 the City Project Manager Address in the Basic Provisions.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This 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, 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 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 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, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due 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 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, 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. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section 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. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section 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) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. 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: (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 and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive 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 policies of insurance as set forth in this Section 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, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless 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 \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- 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 Service Provider to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its 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. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers 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 or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements.

- F. If the policy listed 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.
 - G. 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.
 - H. In case of the breach of any provision of this Section, 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 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. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **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. 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, 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 Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. 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 such 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 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 such 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 Service Provider and as to all duties, activities and requirements by 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.
- 14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 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.
- 15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, 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.

16. **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.
17. **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.
18. **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.
19. **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.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **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.
22. **Waiver.** Any waiver by 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.
23. **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.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.

25. **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.
26. **Notices.**
A. Notices to the shall be sent to the City Project Manager address in the Basic Provisions.
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **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.
29. **City Marks.** 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.
30. **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.
31. **Signature/Counterparts.** This Agreement and any amendment thereto 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. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
32. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.071423.P1)**

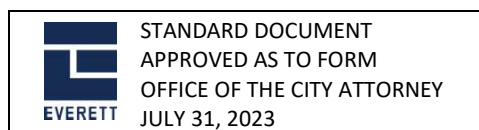


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2023-119 ECONOMIC DEVELOPMENT STUDY CONSULTANT

Supplier Name: ECONorthwest

Prices must include providing all services as detailed in the Scope of Work.

1. Complete the price sheet.
2. This project will be paid based on milestones. Provide a firm fixed, not to exceed, lump sum amount for the entire analysis then provide a break down cost for each deliverable. As each deliverable is completed, this is the amount that will be paid for completing that milestone.
3. Clearly identify any services mentioned in your response that are not included in your proposed fee such as services that would be an additional expense.

A.	WHEB Triangle Assessment and Analysis	Firm Fixed, Not To Exceed	\$ 189,369
Task Breakdown		# of hours for task	Cost
Deliverable: Create an Inventory of Current Conditions		281	\$ 47,786
Deliverable: Focus Group Meetings		300	\$ 62,523
Deliverable: Create Redevelopment Scenarios		162	\$ 32,647
Deliverable: Recommendations		232	\$ 46,413

C.	Optional Additional Services Provide hourly rates for additional applicable services that your firm can provide. List staff and positions to be utilized, their hourly rates, estimated hours for each position, and any other associated costs. While hours are estimated, any rates provided must remain in place for the duration of the contract.	Hourly Rate	\$
Task Breakdown		# of Hours for Task	Cost
Deliverable:			
Deliverable:			

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

Date: December 13, 2023

To: Dan Eernisse, Economic Development Director

From: Morgan Shook, Project Director, and Kryn Sausedo, Project Manager

Subject: Economic Development Study Consultant - Revised Scope dated 12-13-23

Project Understanding and Goals

The WHEB Triangle stands at a pivotal juncture, impacted by the Sound Transit expansion, a constricted housing market, and ongoing local labor needs. Our initial research on Casino Road and the WHEB Triangle underscored the urgency for a broader strategy. We envision a thriving, inclusive future for the area and believe through this comprehensive approach, blending community aspirations with market realities, the City can chart a forward-thinking blueprint for the city's evolution.

As part of this project, we understand that the city is interested in:

1. Assessing the economic and social conditions in the area
2. Engaging regional and local stakeholders in planning for the area
3. Identifying 3-5 specific economic development initiatives that can support the shared economic prosperity
4. Developing a city-driven work plan for advancing progress in the area. The plan should address:
 - a. Industry connections and partnerships
 - b. Land use
 - c. Infrastructure
 - d. Public services
 - e. Displacement issues and community ownership
 - f. Public-public partnerships

We believe the work can be accomplished using the task structure specified in the RFP and the ECO proposal. However, we think the work will proceed using a strategic planning process along the following steps:

Assessment and Strategic Position

In this phase, ECONorthwest will research the background and context for the area. The goal is to summarize the strengths and weaknesses of the economy to support a discussion of opportunities, threats, and the next ten years of economic activity in the WHEB Triangle. ECO will tailor its analysis-based Task 1 and Task 2, but broadly, we imagine five dimensions of analysis.

- Land and built space. Most businesses require a physical space (e.g., office, warehouse, factory, or storefront). ECONorthwest has developed an innovative method of mapping and geographically analyzing real estate data to produce maps of regional development activity.
- Labor and entrepreneurship. Businesses need people, and the talent of those people helps determine business performance.
- Local infrastructure and local services. For a business and its building to function properly, it needs access to appropriate infrastructure and services—including, at minimum—electricity, water, transportation, and telecommunication connections. The review of existing plans and the engagement with businesses will help identify key issues. Innovation and R&D.
- Research and Development (R&D) is the foundation for increasing productivity and new industry-changing companies. R&D is not just a university activity.
- Industrial clusters. Places with concentrations of certain types of businesses create economies that reduce the costs of production for those businesses. The Puget Sound Regional Council has identified driving clusters for the region, many of which have a major footprint in this part of the county.

This work will also include the first elements of stakeholder engagement.

Identify Keystone Projects

Once we have assessed the situation, we will determine the areas or initiatives that will help the city achieve its broader comprehensive goals. In assessing the area, we will have to address important questions such as:

- Which of these areas or initiatives will have the greatest impact on the city?
- How will the marketplace react to public actions?
- Which initiatives are most urgent?
- How will we measure progress and determine success?

Develop Plan(s)

This step requires determining the actions necessary to achieve progress on the areas or initiatives. The planning process will seek to identify gaps for improvement and areas where significant trade-offs might exist. To do this, we will brainstorm short- and long-term approaches and evaluate actions based on factors like:

- Feasibility: How realistic and achievable can public actions influence the outcomes?
- Impact: How deep and broad will the impact be in the city?
- Cost: Are there significant costs that will be incurred?
- Alignment: Do the actions support the city Comprehensive Plan Goals?

From this approach, we will work to devise a detailed action plan, which covers timelines, milestones, resource requirements, responsibilities, and risks and challenges. With a detailed action plan, the city can move from abstract goals to concrete steps for these plan areas,

Revised Everett Scope

Deliverable 0: Project Management and the Client-Consultant Partnership

Given the nature of this project, frequent communication and mutual trust will be critical. Projects are most successful when clients and consultants are both invested in the outcomes, and both help facilitate each other. ECONorthwest will build this relationship through the following.

- 1) Monthly progress reports structured around the final deliverable will allow the city to review the status of the research quickly, provide comments, and identify any issues before they become major sections in the work product. ECONorthwest can schedule check-in phone calls to field questions on the progress reports.
- 2) A series of in-person working sessions will build rapport and allow for ample discussion. The kickoff meeting will focus on introductions to staff and project goals. The review of the technical work will focus on framing key issues facing the county in the next twenty years. The review of scenarios and development of strategy will cement buy-in. It will be critical to put these meetings on the calendar early in the process and build contingency plans in case the meeting is put in jeopardy. Future meetings will focus on refining the plan.
- 3) One-on-one phone calls with stakeholders at the beginning of the project will supplement the kick-off meeting and help prepare for working sessions. Individual conversations will help ECONW understand all the parameters of the project.

Timeline: Throughout Project

Deliverable 1: Inventory of Current Conditions

Building on the foundational data analysis previously undertaken by our team, we will be able to move into a deeper and broader exploration of the market in this area. This will allow us to take a comprehensive look at the area prior to focusing on 3-5 opportunity areas.

Task 1.1: Review Transportation Expansion Plans

To best understand the potential transit improvements in this area, the team will gather current details on rail expansion, including a series of meetings with Sound Transit. In addition, the team will review current or planned improvements to Paine Field.

Task 1.2: Analyze Housing Data

Our team will compile a detailed profile of the WHEB Triangle's housing landscape, harnessing both public and third-party data sets to understand better supply, construction, vacancy rates, and affordability. Spatial analysis will map the housing supply and help show gaps across the community.

Task 1.3: Assess Commercial Spaces Data

Our team will continue to decode the local commercial market as well, exploring building types, quantities, and lease rates. We'll craft a geographic analysis, reviewing lease rates and affordability in the context of the region.

Task 1.4: Evaluate WHEB Triangle Properties Data

ECO staff will review the interplay of the WHEB Triangle property data, diving deeper into lot coverage, vacancy, zoning, and usage. We'll contextualize these elements, offering a comprehensive view that provides not only a snapshot of where things are at the moment but also where they have been and where they may be going.

Task 1.5: Analyze City Revenues Data

Our team will review the financial details of the region, probing property tax, business and occupancy tax estimates, sales tax, utility fees, and other revenue streams. Through our specialized analysis, we'll weave these elements into a cohesive financial narrative, reflecting the fiscal situation for this area.

Task 1.6: Assess Employment and Business Ownership Data

We will execute a thorough review of the region's economic landscape by reviewing available employment and business ownership data. This should provide some context as to the economic health of the area and an understanding of which private actors are present in the community.

Task 1.7: Review Parks and Recreation Property Data

Our team will thoroughly examine park assets, focusing on location, use, and constraints on utilization. We will review transportation connections and zoning considerations. This comprehensive review will provide a clear perspective on the park's current status and future potential within the region.

Timeline: January – March 2024

Deliverable 2: Focus Group Meetings

LISC will convene the focus group of stakeholders assembled by City staff and lead a series of interactive and generative sessions to identify aspirations and priorities of business, community, and public sector leaders. LISC staff will work with City staff to ensure a diverse set of perspectives and backgrounds are represented and add constituencies not represented if mutually agreed upon with City staff.

Prior to bringing together the group, the team will conduct one-on-one interviews to build relationships and learn about the background, key issues, and perspectives of each participant.

Task 2.1: Convene Focus Group Meetings

LISC will organize five in-person meetings that build on previous community engagement, focusing on key subjects, including Economic Development, Parks, Public Works, Community Engagement, and Planning. These will align relevant actors from the public and private sectors along with other actors. The approach for these sessions will be informed by and expand upon the findings from prior community engagement efforts. The focus groups will help to ensure that strategies are equitable as well as grounded in an understanding of market realities. LISC will provide notes and summarized themes from each session to integrate into final recommendations.

Task 2.2: Coordinate Focus Group Meetings

LISC will coordinate with the City project manager on scheduling, issuing invitations, providing handouts, creating agendas, and moderating the meetings. LISC will also lead all logistics for the meetings and coordinate with designated City staff to get feedback on materials and scheduling.

Task 2.3: Produce Focus Group Feedback Document

After each session, LISC will create a summary document covering key themes from the conversation, points that require further investigation and exploration, and potential policy implications raised.

Task 2.4: Assemble Documentation for Meetings

LISC will prepare agendas and provide relevant pre-read and background materials to ensure participants are prepared for a rich discussion at each session.

Task 2.5: Stakeholder Discussions

As part of our coordination with the City project manager, LISC will identify relevant subject matter experts for the various topic areas, both inside and outside of the City government. These conversations will allow the team to vet priorities and concerns from the communities with transit, public space, and development partners for feedback.

Timeline: March 2024 – July 2024

Deliverable 3: Redevelopment Considerations

For Deliverable 3, we will take a cohesive approach. The detailed data analysis from Task 1 will be combined with the insights gained in Task 2. We plan to make this an iterative process, ensuring that each set of findings adds context to the other. Our goal is to gradually develop a layered, nuanced understanding of the area and then use those findings to identify opportunity areas.

Tasks 3.1 & 3.2: SWOT and Opportunity Areas

Our objective is to catalyze equitable and sustainable economic growth by crafting strategic development opportunities that may exist in the Westmont, Evergreen, and Holly neighborhoods, Kasch Park, and/or the SW Everett Station Area. We will first conduct a SWOT analysis, taking a holistic look at the unique strengths, weaknesses, opportunities, and threats identified in Tasks 1 and 2. This will allow us to understand the interplay between market forces and community interest. Out of this comprehensive examination, we will spotlight 3-5 strategic opportunity areas primed for catalytic and inclusive growth.

For each priority opportunity, we will:

- Analyze infrastructure needs and timelines: We'll explore likely requirements for utilities, surface water, transportation, and other essential infrastructure components.
- Provide projections of economic and fiscal impacts. We will determine the economic impact on the city: Beyond the neighborhoods and areas in focus, we'll evaluate how these changes might ripple out to affect the broader city's economic health. These will be compared to a "no build" scenario.

- Evaluate opportunities and potential displacements: We'll identify the chances for growth and development while also addressing the critical issue of potential displacement of existing residents and businesses
- Review implementation feasibility and challenges for bringing these concepts into reality.

By exploring these elements, we will equip stakeholders with actionable insights, empowering decision-makers with independent and clear analysis.

Timeline: August 2024 – October 2024

Deliverable 4: Recommendations

Task 4.1: Produce a Recommendation Report

This phase will be dedicated to simplifying concepts into key goals, strategies, and actions that can fit within the Economic Development Chapter of the Comprehensive Plan. These will emphasize areas where the city can play a coordinating, catalyzing role, given its limited budget and staff. The goal will be to provide city staff with clarity on where to focus as development in certain areas may occur.

Our recommendation report will explore various areas of focus for the WHEB Triangle:

- Airport-Serving Commercial Uses: ECO will review strategies to bolster airport-serving commercial activities, emphasizing the industrial and manufacturing sectors on the Airport Road leg.
- SW Everett Manufacturing Industrial Center (MIC): ECO will explore potential commercial uses not directly tied to servicing the airport. This will include industries like manufacturing, flex industrial, heavy industry, and others.
- Strategies to best position urban corridor redevelopment (i.e. Evergreen Way and Everett Mall Way)
- Deeper consideration of Casino Road (From Airport Way to the Interurban) and its economic role in the future,
- City-Led Redevelopment: Our focus will be on prioritizing redevelopment strategies for non-city-owned assets, ensuring they align with the broader community vision.
- Park Reconfiguration: Based on RCO rules and best practices, we'll provide insights on potential park reconfigurations to maximize community priorities.
- Transit-Oriented Network: We'll identify stated needs for a transit-oriented community, ensuring connectivity and accessibility.

Task 4.2: Share Recommendations & Assessment Report

Our team will compile the findings into a comprehensive PDF for easy distribution and reference. Either as a presentation or a concise executive summary, the findings will be packaged in an accessible format for easy distribution and review. To foster community engagement and transparency, we'll host an in-person open house, allowing residents and stakeholders to review and discuss the report. Additionally, the findings will be presented at a City Council meeting, ensuring that City officials are fully informed and can integrate the recommendations into future planning. This multi-pronged approach ensures clarity, collaboration, and actionable outcomes.

Task 4.3: Produce Documentation for Economic Development Chapter

For the Economic Development chapter of the Comprehensive Plan, our team will craft detailed documents that encapsulate this area's economic vision, goals, and strategies. These documents will provide a roadmap for sustainable growth, highlighting key sectors, potential opportunities, and challenges.

Additional technical analysis or projections are to be provided as appendices or separate documents.

Timeline: October 2024 – December 2024

EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2023-119 ECONOMIC DEVELOPMENT STUDY CONSULTANT


Company Name: ECONorthwest		
Company Address: 222 SW Columbia Street, Suite 1600		
City: Portland	State: OR	ZIP: 97201
Tax ID #: 93-0639592	UBI #: 601-112-630	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship. Corporation		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website: https://econw.com/	City of Everett Business License # ECONorthwest's application is still processing. Confirmation Number: QRQRYALR. More information is available upon request.	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title: Partner / Senior Policy Advisor	
Supplier Contact Email: shook@econw.com	Supplier Contact Direct Phone: 206-388-0082	
Supplier Contact Address (if different from above): 1200 6th Avenue, Suite 615		
City: Seattle	State: WA	ZIP: 98101

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name: Morgan Shook	Authorizing Official Title: Partner / Senior Policy Advisor
Authorizing Official Email: shook@econw.com	Authorizing Official Phone: 206-388-0082
Authorizing Official Signature and Date:  October 11, 2023	

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2023-119 ECONOMIC DEVELOPMENT STUDY CONSULTANT

Supplier Name: ECONorthwest

Prices must include providing all services as detailed in the Scope of Work.

1. Complete the price sheet.
2. This project will be paid based on milestones. Provide a firm fixed, not to exceed, lump sum amount for the entire analysis then provide a break down cost for each deliverable. As each deliverable is completed, this is the amount that will be paid for completing that milestone.
3. Clearly identify any services mentioned in your response that are not included in your proposed fee such as services that would be an additional expense.

A.	WHEB Triangle Assessment and Analysis	Firm Fixed, Not To Exceed	\$ 189,369
Task Breakdown		# of hours for task	Cost
Deliverable: Create an Inventory of Current Conditions		281	\$ 47,786
Deliverable: Focus Group Meetings		300	\$ 62,523
Deliverable: Create Redevelopment Scenarios		162	\$ 32,647
Deliverable: Recommendations		232	\$ 46,413

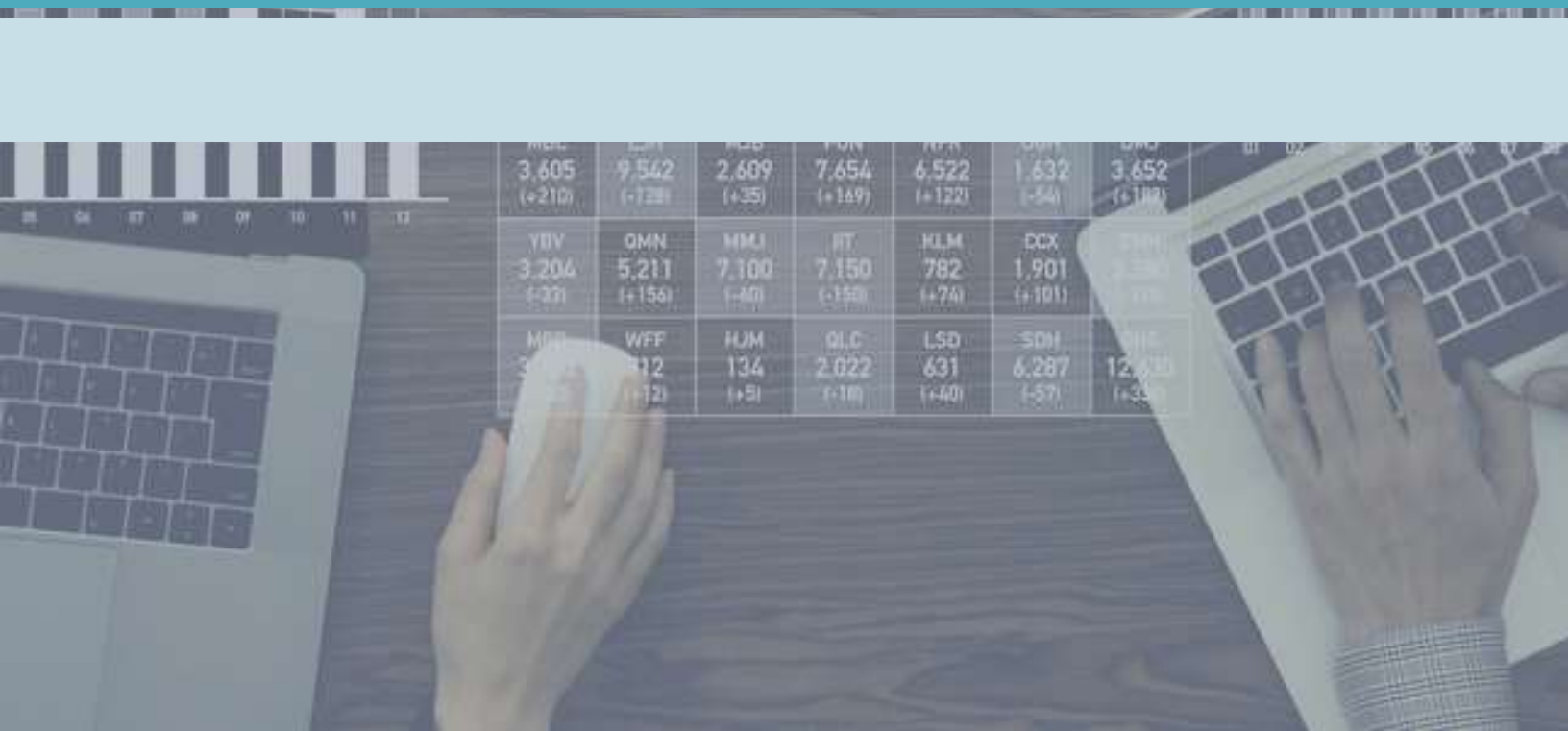
C.	Optional Additional Services Provide hourly rates for additional applicable services that your firm can provide. List staff and positions to be utilized, their hourly rates, estimated hours for each position, and any other associated costs. While hours are estimated, any rates provided must remain in place for the duration of the contract.	Hourly Rate	\$
Task Breakdown		# of Hours for Task	Cost
Deliverable:			
Deliverable:			



ECONORTHWEST

FORM 4.03 QUESTIONNAIRE

#2023-119 ECONOMIC DEVELOPMENT STUDY CONSULTANT



I. QUALIFICATIONS AND RELEVANT EXPERIENCE

A. Briefly describe your company. Include how long the company been in business.



ECONorthwest

Founded in 1974, ECONorthwest is a consulting firm based in the Pacific Northwest that specializes in economics, finance, and planning. We understand that businesses and governments face difficult decisions about how to make the best use of limited resources. We help our clients make thoughtful, data-driven decisions using tools and methods that meet the highest standards of best practice. At the core of everything we do is applied microeconomics. This perspective allows us to fully understand, and effectively communicate, the benefits, costs, and tradeoffs associated with any decision. Our consultants bring a wide range of expertise in a variety of

disciplines—including economics, planning, and public policy—and work on projects ranging from strategy to implementation. On these projects, we provide a range of services, including business economics and modeling, natural resource economics, fiscal and economic impact analysis, land-use planning, policy analysis, and urban and regional planning.

Equity Framework

We use an Equity Framework to shape the questions we ask, the way we interpret findings, and how we arrive at policy recommendations. We endeavor to:

- **Intentionally strive for equitable outcomes.** Setting our sights on equitable outcomes and working backwards to figure out how to achieve them and address root causes.
- **Recognize that history matters.** Learn from history to avoid repeating or exacerbating harm.
- **Lead with race.** Race is the most consistent predictor of quality of life outcomes in the communities we serve, and therefore, our journey towards social equity begins with race as the primary determinant. We seek to understand intersectionalities between race and other social and cultural markers such as income, gender, and ability.
- **Commit to continuous improvement.** Strengthen how we think about equity in our hiring, management, and operations

Values

We are:

- **Independent:** Our clients come to us with questions, but they do not direct our answers.
- **Insightful:** We make the complicated clear.
- **Curious:** We keep asking questions, from many perspectives, to get to the core of problems and their solutions.
- **Collaborative:** We produce great work together: crossing disciplines and learning side-by-side.

We strive for

- **Impact:** Our work informs decisions that improve the communities where we live and work.

B. Describe the qualifications of your company, its business experience and achievements.

ECONorthwest has been developing comprehensive solutions for clients at the local, regional, and state levels in Washington for decades. Our multidisciplinary team delivers a wide range of services including econometrics, market analysis, and financial analysis. Over the years, ECONorthwest has produced highly-regarded reports and executed complex projects such as the Washington Tax Structure Work Group, the Lt. Governor's Business Competitiveness Study, and the recent Redlining and Wealth Loss study on racist housing practices in King County.

QUALIFICATIONS AND RELEVANT EXPERIENCE

Our most significant achievement is the trust we have built with public officials across the state. We care deeply about the communities we call home. Our driving purpose is to equip our partners with objective, pragmatic insights that empower informed decisions to help Washington thrive as a prosperous, just, and welcoming place for all who live here.

Please see section 4 for a selection of our recent work.

C. Who are you proposing to be the project manager if awarded this contract? What is their experience with this work and other aspects pertinent to this project? Provide a list of three major projects that person has been involved in and their role.



Morgan Shook, Partner & Project Director

M.U.R.P. Portland State University

B.S. Molecular Biology, University of Puget Sound

Certificate in Commercial Real Estate Development, University of Washington Extension

With a nuanced understanding of the regional trends, the real estate market in Everett, relevant data sources, and key people to meet with, Morgan will serve as the primary thought leader for the team. He will shape the overarching plan, ensuring its alignment with the requested task, and offer strategic direction throughout the process. Furthermore, Morgan will ensure that the work adheres to ECO's high standards of excellence.

Morgan conducts economic, financial, and policy analyses on projects related to real estate, land use, and transportation. He has deep expertise in economic, market, and financial analytics that he brings to bear in business, enterprise, and policy settings. Morgan regularly works for a range of government, business, and nonprofit clients providing analyses that highlight opportunities, consequences, and trade-offs of decisions affecting land and infrastructure. Before joining ECONorthwest, Morgan worked in biotechnology development at the Institute for Systems Biology, and health disparities research at the University of Chicago. Morgan recently served on the Seattle Planning Commission. He is currently AICP-certified.

Years at ECO: 10

Relevant Projects:

- WHEB Triangle Inclusive Economic Development Initiative
- Tax Structure Work Group for the Washington State Department of Revenue
- West Seattle to Ballard Link Extension—Joint Development TOD for Sound Transit
- Tax Increment Financing—Multiple jurisdictions
- Evans Vista Land Disposition Strategy for Affordable Housing—Port Townsend



Kryn Sausedo, Deputy Project Manager

M.P.M. Carnegie Mellon University, H. John Heinz School of Public Policy and Management

B.A. International Studies, University of Wisconsin - Madison

Kryn will assist in keeping the project on track, managing both internal and external teams. He will often be the point of contact with the client on project needs.

With a decade of experience in the public sector, Kryn is adept at managing economic development projects and crafting actionable strategies. His portfolio includes statewide recovery plans, local economic resiliency strategies, small business support programs, and innovation hub development plans. He prioritizes collaboration and values the insights of local stakeholders, combining data with lived experiences in an iterative process to develop effective and thoughtful solutions.

Years at ECO: 2.5 years

QUALIFICATIONS AND RELEVANT EXPERIENCE

D. Provide names, tenure, roles, and responsibilities for each key team member engaged in providing the related services.



Ian Carlton, Ph.D., TOD Expert

Ph.D. City and Regional Planning, University of California Berkeley

M.A. City Planning, UC Berkeley

M.S. Transportation Engineering, UC Berkeley

B.S. Architecture & Certificate in Land Development, Georgia Institute of Technology

Ian, with his extensive experience in equitable TOD strategies across the country, will offer invaluable strategic insights. His deep understanding of transit authorities sets him apart, and he's well-versed in nationwide best practices that should be implemented in this plan.

Dr. Ian Carlton is a Senior Economic Advisor at ECONorthwest and the co-founder of MapCraft Inc. In addition to directing the customization of MapCraft's web applications, Ian develops analyses to aid policymaking, urban planning, and investment decision-making. Ian's project work considers land-use planning, real estate investment, transit planning, equitable transit-oriented development (TOD), affordable housing, economic development, land-use modeling, public finance, and value capture.

With a specialization in integrated transportation and land-use planning, Ian's work often considers the complex and context-specific relationships between transit investments and urban development, especially the implementation of equitable transit-oriented development. Ian's research sponsors and consulting clients have included private and public sector entities: local governments, transit agencies, regional planning organizations, federal agencies, nonprofits, landowners, and real estate developers.

Years at ECO: 8



Jennifer Cannon, Comp Plan Advisor

M.P.H. College of Public Health and Health Professions, University of Florida

M.U.R.P. College of Design, Construction and Planning, University of Florida

B.A. Environmental Policy and Planning, Huxley College of the Environment, Western Washington University

Jennifer has extensive experience working on comprehensive plans throughout Washington state. Her role would be to help tailor the relevant deliverables, ensuring they align seamlessly with the local comprehensive plan.

Jennifer is a Senior Project Manager at ECONorthwest with over 15 years of experience on diverse environmental and community development projects. She specializes in interdisciplinary work, policy evaluation, community vibrancy and housing, and land use and transportation planning. At ECONorthwest, Jennifer has led data analysis to inform decision-making, policy analysis, community engagement, research, and action plans supporting housing, economic development, equity, environmental health, and community resilience. She is currently ECO's advisor for the AARP Livable Communities Technical Assistance Grant Program. Jennifer previously worked as a Policy Analyst for Kitsap County and Senior Planner at TRPA, gaining experience in emergency preparedness, sustainability planning, redevelopment, and transportation. She is a certified planner and GIS professional.

Years at ECO: 4

QUALIFICATIONS AND RELEVANT EXPERIENCE



Cadence Petros, Residential and Commercial Advisor

J.D. Northwestern School Of Law of Lewis and Clark College

B.A. Public Policy Analysis, Pomona College Politics

Cadence has held various positions throughout her career in the public and private sectors and understands the tools public entities have to maximize public benefits and minimize displacement.

Cadence is a Project Director at ECONorthwest with 23 years of experience implementing urban renewal, housing, parking, and downtown revitalization goals to help build vibrant neighborhoods that foster a sense of belonging and meet the needs of all community members. Whether negotiating public-private partnership agreements, developing civic projects, establishing affordable housing programs, or creating implementation strategies, Cadence uses problem-solving skills, flexible thinking, team building, and clear communication to articulate and meet goals and objectives.

Cadence graduated from Pomona College and holds a J.D. from the Northwestern School of Law at Lewis and Clark College. Prior to joining ECONorthwest, Cadence served as Development Division Manager at the City of Beaverton, a role that built upon her legal experience counseling local jurisdictions and nonprofit organizations.

Years at ECO: 1

E. What characteristics most distinguish your organization from your competitors?

Long-standing Experience and Expertise:

ECONorthwest takes pride in being one of the most respected names on the West Coast in this type of analysis. We leverage this local understanding by creating reports that can both start quicker and get to a deeper level of nuance than competitors.

Diverse Economic Consulting Services:

The firm offers a wide range of economic consulting services, providing expertise in transit-oriented housing, education inequities, equitable development, and more. Our work encompasses various sectors including housing, land use, transportation, education, safety net, and natural resources.

Insightful, Rigorous, and Independent Analysis:

The core values of ECONorthwest underline its commitment to evidence-based, independent, and insightful analysis. We strive to make complex issues clear and keep probing from multiple perspectives to uncover the core of problems and their solutions.

Highly Respected for Quality Research:

ECONorthwest is recognized for its high-quality, objective research, having completed thousands of studies for both public and private-sector entities. This reputation contributes to our firm's longevity and respect in the industry.

2. TECHNICAL CAPABILITY, APPROACH, AND CAPACITY

A. What is your approach to this project? List the primary features or work tasks. Describe your execution, management, and control of the project.

The WHEB Triangle stands at a pivotal juncture, impacted by the Sound Transit expansion, a constricted housing market, and ongoing local labor needs. Our initial research on Casino Road and the WHEB Triangle underscored the urgency for a broader strategy. We envision a thriving, inclusive future for the area and believe through this comprehensive approach, blending community aspirations with market realities, the City can chart a forward-thinking blueprint for the city's evolution.



Deliverable I: Inventory of Current Conditions

Building on the foundational data analysis previously undertaken by our team at ECONorthwest, we will be able to move into a deeper and broader exploration of the market in this area.

Task I.1: Analyze Housing Data

Our team will compile a detailed profile of the WHEB Triangle's housing landscape, harnessing both public and third-party data sets to better understand supply, construction, vacancy rates, and affordability. Spatial analysis will map the housing supply and help show gaps across the community.

Task I.2: Analyze Commercial Spaces Data

Our team will continue to decode the local commercial market as well, exploring building types, quantities, and lease rates. We'll craft a geographic analysis, reviewing lease rates and affordability in the context of the region.

Task I.3: Analyze WHEB Triangle Properties Data

ECO staff will review the interplay of the WHEB Triangle property data, diving deeper into lot coverage, vacancy, zoning, and usage. We'll contextualize these elements, offering a comprehensive view that provides not only a snapshot of where things are at the moment but also where they have been and where they may be going.

Task I.4: Analyze City Revenues Data

Our team will review the financial details of the region, probing property tax, business and occupancy tax estimates, sales tax, utility fees, and other revenue streams. Through our specialized analysis, we'll weave these elements into a cohesive financial narrative, reflecting the fiscal situation for this area.

Task I.5: Analyze Employment and Business Ownership Data

We will execute a thorough review of the region's economic landscape by reviewing available employment and business ownership data. This should provide some context as to the economic health of the area and an understanding of which private actors are present in the community.

Task I.6: Analyze Parks and Recreation Property Data

Our team will thoroughly examine park assets, focusing on location, use, and constraints on utilization. We will review transportation connections and zoning considerations. This comprehensive review will provide a clear perspective on the park's current status and future potential within the region.



Deliverable 2: Focus Group Meetings

LISC will convene the focus group of stakeholders assembled by City staff and lead a series of interactive and generative sessions to identify aspirations and priorities of business, community, and public sector leaders. LISC staff will work with City staff to ensure a diverse set of perspectives and backgrounds are represented, and add constituencies not represented such as non-profit service providers and the faith community if mutually agreed upon with City staff.

Prior to bringing together the group, LISC will conduct one-on-one interviews to build relationships and learn about the background, key issues, and perspectives of each participant.

Task 2.1: Convene Focus Group Meetings

LISC will organize five in-person meetings that build on previous community engagement, focusing on key subjects including Economic Development, Parks, Public Works, Community Engagement, and Planning. The approach for these sessions will be informed by and expand upon the findings from prior community engagement efforts. Detailed notes and summarized themes from each session will be provided by LISC to integrate into final recommendations.

Task 2.2: Coordinate Focus Group Meetings

LISC will coordinate with the City project manager on scheduling, issuing invitations, providing handouts, creating agendas, and moderating the meetings. LISC will also lead all logistics for the meetings and coordinate with designated City staff to get feedback on materials and scheduling.

Task 2.3: Produce Focus Group Feedback Document

After each session, LISC will create a summary document covering key themes from the conversation, points that require further investigation and exploration, and potential policy implications raised.

Task 2.4: Assemble Documentation for Meetings

LISC will prepare agendas and provide relevant pre-read and background materials to ensure participants are prepared for a rich discussion at each session.

Task 2.5: Coordinate with City Staff

As part of our coordination with the City project manager, LISC will identify relevant City subject matter experts for the various topic areas.



Deliverable 3: Redevelopment Scenarios

For Deliverable 3, we will take a cohesive approach. The detailed data analysis from Task 1 will be combined with the insights gained in Task 2. We plan to make this an iterative process, ensuring that each set of findings adds context to the other. Our goal is to gradually develop a layered, nuanced understanding of the area, and then use those findings to begin developing redevelopment scenarios.

Tasks 3.1 & 3.2: Develop Economic Development Projections

Our objective will be to craft economic development projections tailored to three distinct redevelopment scenarios, focusing on the Westmont, Evergreen, and Holly neighborhoods. This analysis will also encompass Kasch Park and the SW Everett Station Area. As we delve into the unique characteristics and potential of each area, we'll provide a comprehensive roadmap that not only underscores the current economic landscape but also anticipates the transformative opportunities each scenario offers.

For each of these scenarios, our projections will:

- **Compare with the “no build” alternative:** This will serve as our baseline, allowing stakeholders to measure the potential benefits and drawbacks of redevelopment.
- **Estimate infrastructure needs and timelines:** We'll detail the requirements for utilities, surface water, transportation, and other essential infrastructure components, providing a clear timeline for their implementation.
- **Assess the effect on current conditions:** This will give stakeholders an understanding of how each scenario might alter the existing landscape, both physically and economically.
- **Determine the economic impact on the city:** Beyond the neighborhoods and areas in focus, we'll evaluate how these changes might ripple out to affect the broader city's economic health.
- **Evaluate opportunities and potential displacements:** We'll identify the chances for growth and development while also addressing the critical issue of potential displacement of existing residents and businesses.
- **Analyze changes in inventory categories:** Building on the findings from Deliverable 1, we'll highlight how each scenario might alter the current inventory landscape.
- **Consider sustainability factors:** Our analysis will encompass both economic and environmental sustainability with some basic analysis of the carbon impact of new construction, ensuring that our projections are not only profitable but also responsible and forward-thinking.

By integrating these elements, we will equip stakeholders with actionable insights, empowering decision-makers with independent and clear analysis.



Deliverable 4: Recommendations

Task 4.1: Produce a Recommendation Report

Our recommendation report will address key areas of focus for the WHEB Triangle:

- **Airport-Serving Commercial Uses:** We'll outline strategies to bolster airport-serving commercial activities, emphasizing the industrial and manufacturing sectors on the Airport Road leg.
- **City-Led Redevelopment:** Our focus will be on prioritizing redevelopment strategies for non-city-owned assets, ensuring they align with the broader community vision.
- **Park Reconfiguration:** Based on RCO rules and best practices, we'll provide insights on potential park reconfigurations to maximize community priorities.
- **Transit-Oriented Network:** We'll identify essential network needs for a transit-oriented community, ensuring connectivity and accessibility.
- **Redevelopment Timelines:** A clear timeline will be provided for each redevelopment phase, offering a structured roadmap for stakeholders.

This report aims to offer concise, actionable strategies for the region's sustainable growth and development.

TECHNICAL CAPABILITY, APPROACH, AND CAPACITY

Task 4.2: Share Recommendations & Assessment Report

Our team will compile the findings into a comprehensive PDF for easy distribution and reference. Either as a presentation or a concise executive summary, the findings will be packaged in an accessible format for easy distribution and review. To foster community engagement and transparency, we'll host an in-person open house, allowing residents and stakeholders to review and discuss the report. Additionally, the findings will be presented at a City Council meeting, ensuring that City officials are fully informed and can integrate the recommendations into future planning. This multi-pronged approach ensures clarity, collaboration, and actionable outcomes.

Task 4.3: Produce Documentation for Economic Development Chapter

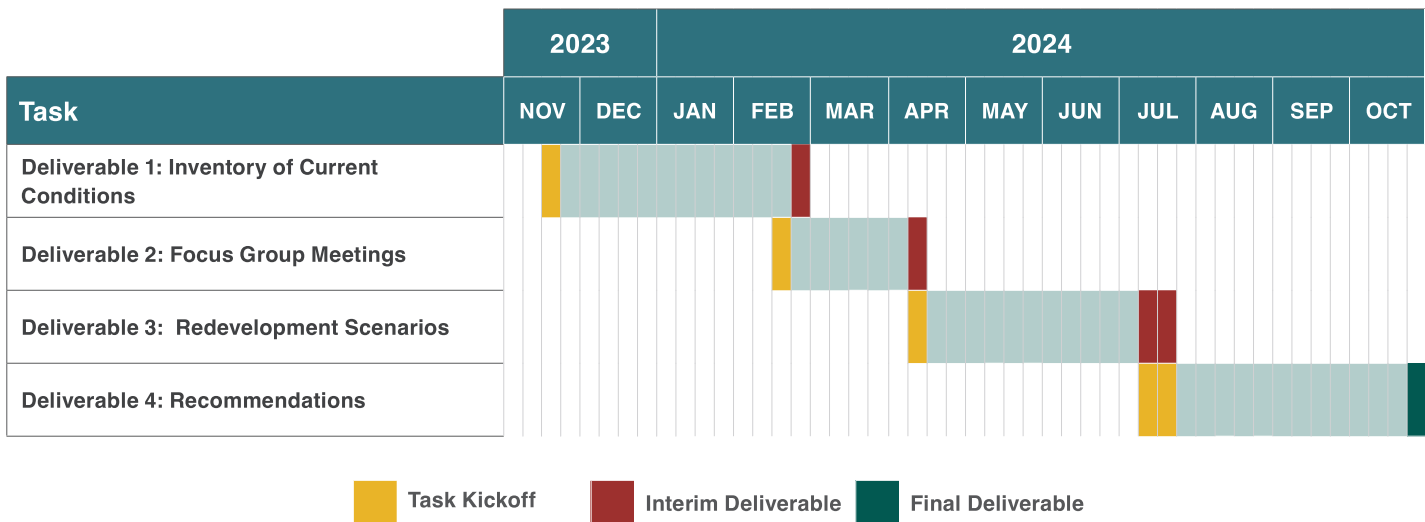
For the Economic Development chapter of the Comprehensive Plan, our team will craft detailed documents that encapsulate this area's economic vision, goals, and strategies. These documents will provide a roadmap for sustainable growth, highlighting key sectors, potential opportunities, and challenges.

B. How will the City and its residents benefit from your approach?

The City and its residents stand to gain immensely from our comprehensive approach:

- **Informed Decision-Making:** Our in-depth analysis across various sectors, from housing to commercial spaces and parks, will provide the City with a holistic understanding of the current landscape. This knowledge base will be invaluable for making informed decisions that align with the community's needs and aspirations but take into account market realities.
- **Community Engagement:** By hosting focus group meetings and in-person open houses, we're ensuring that the voices of residents are heard and integrated into the planning process. This fosters a sense of ownership and collaboration between the City and its residents.
- **Strategic Redevelopment:** Our redevelopment scenarios, crafted from a blend of data analysis and community feedback, will offer clear pathways for the City's growth. These scenarios will highlight opportunities, potential challenges, and the broader impact on the City's economic health.

C. Provide a timeline plan for this project and include any City of Everett staff time requirements.



D. Does your firm intend to subcontract any portion of this contract? If so, please provide the following: name of the firm(s), the percentage of work to be performed by each subcontractor, and a description of the nature of work performed by each.

We intend to collaborate with two subcontractors for this project: LISC Puget Sounds and Stowe Development & Strategies. LISC, having significant involvement in this region, will lead the engagement and join our strategic team to examine potential strategies. Meanwhile, Bob Stowe brings expertise in the local market dynamics and the economic development opportunities it presents.

LISC Puget Sound - 27%

LISC Puget Sound will take the lead on Task 2, which involves conducting Focus Group Meetings. Additionally, they will offer their insights for Task 4, which centers on recommendations. Throughout the project, LISC will attend all pertinent team meetings with the client that relate to these tasks. They will also review and offer feedback on the final report and any other documents generated during this project.

Firm Background

LISC is one of the largest community development organizations in the country and the largest nonprofit community development financial institution. They have been supporting communities for more than 40 years. They have offices in 38 cities—including Seattle—and a presence in more than 2,000 rural counties. LISC has invested more than \$29.7 billion, which in turn leveraged more than \$82 billion in investments to catalyze opportunity in low-wealth communities. In 2022 alone, this resulted in more than 27,500 affordable homes and apartments and 3 million sq. feet of commercial, retail and community space, and thousands of grants to community groups and small businesses.

LISC Puget Sound

LISC has worked in Puget Sound for more than 30 years. In 2021, we relaunched the Puget Sound Office to accelerate access to affordable housing, economic justice, and wealth-building opportunities. The LISC Puget Sound team has a broad network of relationships within the affordable housing and community and economic development spheres in Puget Sound.

WHEB Triangle Inclusive Economic Development Initiative

LISC Puget Sound has partnered with Kaiser Permanente to advance health and wealth using a place-based and people-centered approach to district, business, and talent development throughout Puget Sound. In February 2022, following conversations with community leaders, organizations, and elected officials, the WHEB Triangle was identified as one of two communities in Puget Sound for an inclusive economic development initiative supported by Kaiser Permanente. The WHEB Triangle was selected because it faces increasing pressures of displacement and affordability, and has limited organizational capacity for economic development activities. LISC led the engagement of community members and stakeholders, coordinated with ECONorthwest and BDS Planning to complete a landscape analysis and economic agenda to serve as a framework for advancing economic opportunity. The existing landscape analysis outlines a variety of demographic, economic, and zoning data aligned with the City of Everett's scope of work. The recommendations are the result of a multi-month effort, listening to community leaders to understand key areas of opportunity and stakeholder priorities. Since January 2023, LISC Puget Sound's team has collaborated with a broad set of community-based organizations to implement and advance this agenda.

This existing effort makes ECONorthwest and LISC uniquely positioned to execute this project. In partnership, these two organizations have built a foundation of data focused on this geography and have existing relationships with key public, business, and community leaders.

Key Staff



Lauren McGowan, Executive Director

Lauren is a social impact leader with two decades of experience leading high impact teams to scale effective solutions to homelessness and poverty. Her personal and professional experiences have helped shape a relentless drive to fight poverty and a fierce commitment to equity and justice.

Lauren spent 17 years with United Way of King County designing initiatives to increase access to housing, food, higher education, and income for 35,000 people annually by leveraging the power and potential of philanthropic, community, and government resources. In response to the pandemic, she raised more than \$100M in public and private funds to help neighbors have access to food and housing. In 2022 Lauren launched Revolution Strategies, a consulting firm that advances equitable solutions to end poverty.

Lauren is on the Board of Seattle Colleges Foundation, a member of the 2023 Emerge WA class, and serves on advisory boards for several organizations advancing access to health, education, housing, and income.



Tina Vlasaty, Deputy Director

John M. Olin School Of Business, Washington University

M.B.A. University Of Illinois

B.S. Russian and Eastern European Studies, Irkutsk State University, Irkutsk, Russia—Russian as a Second Language Program

Tina has spent 20+ years working in community and economic development, working both for community-based organizations and local government. Her experience includes small business and affordable housing finance, workforce development, program and policy development, and community engagement. Tina has also worked in the health arena, with Washington's global health community and health equity impact investing.

Tina's roles have included serving as Chief Operating Officer at the Washington Global Health Alliance, Deputy Director for the City of Seattle's Office of Economic Development and Senior Business Lender at Craft3. She received her Master of Business Administration from the Olin School of Business at Washington University and her undergraduate training in Russian and Eastern European Studies, from University of Illinois.



Shannon Kosen, Program Officer

M.B.A., Strategic Management

B.S., Purchasing, Procurement, And Contracts Management

Certified in Project Management (PRINCE 2)

Shannon focuses on advancing LISC's programs to increase economic opportunities. Shannon brings experience from diverse settings from empowering underrepresented teens through STEM+Arts education in Seattle, WA to transforming citizens' role in engaging the government through technology in Africa. She is a results-driven project manager with a passion for driving meaningful change and making a positive impact. From planning and implementing impactful programs to engaging stakeholders and problem-solving, Shannon excels in leadership and strategic thinking.

Shannon graduated from South Eastern Kenya University with a bachelor's degree in Supply Chain Management and has an MBA in Strategic Management from Daystar University.

Stowe Development & Strategies—9%

Bob Stowe will be active in the engagement process, as well as the scenario development and the recommendations section.

Stowe Development & Strategies is a consulting firm specializing in strategic real estate development for cities, higher education institutions, and developers. The firm offers guidance on city revitalization, downtown rejuvenation, college campus redevelopment, and fostering community growth. Recognizing the uniqueness of each city and project, Stowe tailors its services, utilizing a wide array of economic tools and strategies. With a deep understanding of the political landscape and the needs of officials, the firm has a track record of navigating both prosperous and challenging economic times. Central to their expertise is the ability to align public and private sector interests, ensuring that projects are backed with the necessary capital for successful and sustainable development.

Key Staff



Bob Stowe, Principal

MBA, Albers School of Business & Economics, Seattle University (with honors)

BA, Urban and Regional Planning, Eastern Washington University.

Bob Stowe is the principal and founder of Stowe Development & Strategies—a company he formed in 2016 to help public sector clients succeed with their economic and community development interests. With over 35 years of experience in progressive community transformations, Bob is one of the Northwest’s most innovative and entrepreneurial real estate and community developers. He uses sound long-range fiscal planning skills and has achieved enviable results in leading redevelopment efforts from the dream stage to construction. This is true for projects large and small, straightforward and complex.

Bob has also been responsible for leading, managing, coordinating, and implementing a wide variety of complex and multi-faceted projects including, downtown revitalization plans, civic center plans and development, master plans, public-private partnerships, and transit-oriented developments to name a few.

Bob’s understanding of Washington State’s new TIF legislation, experience with similar project funding streams, and his ability to create partnerships and agreements with other agencies, make him an ideal prime consultant and project manager for any TIF analysis and implementation. Bob has served as the prime consultant for ten different cities to guide their TIF programs in Washington State.

3. COMMUNICATION, CUSTOMER SERVICES, AND TRAINING

A. How will your project manager communicate with City of Everett’s project manager in all phases of the contract? Include how often status reports are provided.

Our firm is deeply committed to a collaborative approach, believing that the only way to build momentum and shared insight is to have a shared process. To ensure seamless communication with the City of Everett’s team, our project manager will initiate bi-weekly calls to discuss progress, address concerns, and stay updated on upcoming tasks. Both parties will have access to a shared project management plan (as a Google document) that will provide a live view of the work plan and include status updates for deliverables. This integrated approach ensures quick access, transparency, and a unified vision throughout all phases of the contract. The format will be formatted in such a way that it can be easily printed and shared.

B. Describe your approach to achieving customer satisfaction.

High-quality, accurate research has been integral to ECONorthwest’s reputation for 49 years. Maintaining our reputation for exceptional quality is our top business imperative. Each project is assigned to one of the firm’s 18 project directors (PDs), who are held accountable for quality control, performance oversight, technical guidance, and client satisfaction.

COMMUNICATION, CUSTOMER SERVICES, AND TRAINING

Clear and ongoing communication is vital to our approach. As new data emerges during a project, we work closely with clients to adjust while maintaining a focus on the overarching goals that were established at the outset.

Our aim is to deliver reliable analysis and insights that address client needs, whether findings affirm initial aspirations or reveal potential obstacles. By providing impartial analysis, we empower clients to make informed policy decisions.

C. Describe the on-going training of your staff to assure daily working knowledge as applicable to this contract.

ECONorthwest champions continuous learning and growth. We invest in in-house workshops, from project management to writing, and financially back our staff's external courses. For those advancing their education, we offer flexible schedules. Our strong ties with local universities have seen many interns transition to full-time roles. Additionally, our team actively participates in national conferences and stays updated with industry publications.

4. RISK, PERFORMANCE, AND QUALITY ASSURANCE

A. Submit no more than five (5) completed relevant project experiences, within the past five years that demonstrate successful contract performance similar in size and scope as described in this RFP, include any government experience. Include the following for each reference:

a. Company name and full address

b. Point of contact name, title, e-mail address, and phone number

c. Contract title, number, start and completion dates

d. Contract description & order / service details

WHEB Triangle Inclusive Economic Development Initiative

LISC Puget Sound partnered with Kaiser Permanente to advance economic opportunity in the Casino Road area using a place-based approach focused on district, business, and talent development. In 2022, LISC engaged ECONorthwest and BDS Planning to complete a landscape analysis and economic agenda to serve as a framework for advancing economic inclusion in Casino Road and the WHEB Triangle. The landscape analysis provided demographic, economic, and zoning data aligned with the City of Everett's scope of work. The recommendations resulted from months of engagement with community leaders to understand key opportunities and priorities.

Company Name: Kaiser Permanente, 1200 SW 27th St. Renton, WA 98057

Point of Contact: Leila Batmanghelidj, Senior Program Manager Community Health & Benefit, leila.x.batmanghelidj@kp.org, 206-688-0452

Start Date: April 2022

End Date: July 2023

Tax Structure Work Group for the Washington State Department of Revenue—WA (2023)

ECONorthwest provided economic analysis and project management in support of the Tax Structure Work Group (TSWG), which was authorized by the Legislature to provide a public discussion of the state tax code and areas for improvement. The TSWG is composed of bipartisan Washington State legislators, and representatives from the Governor's Office, the Department of Revenue, the Washington State Association of Counties, and the Association of Washington Cities. ECONorthwest has facilitated the TSWG's identification of the principles of an ideal tax system, developed options for improving the tax system, and modeled the impacts of potential reform scenarios.

Company Name: Washington State Dept of Revenue, 12100 Northeast 195th St. Suite 100 Bothell, WA, 98011

Point of Contact: Kathy Oline, Director of Research and Policy, 360-534-1534, kathyo@dor.wa.gov

Start Date: July 2020

End Date: June 2023

Better Red Station Area Planning, TriMet—Portland, OR (2023)

The Better Red Station Area Planning project was an ambitious endeavor aimed at initiating transformative projects along the MAX Red Line, stretching from the Portland International Airport to the heart of Downtown Portland and onward to the City of Hillsboro. These strategic undertakings were built upon TriMet's rich legacy of Transit-Oriented Development (TOD), with a keen emphasis on fostering equitable development outcomes. ECONorthwest, at the helm, spearheaded a multifaceted team to meticulously undertake station area planning for select MAX Red Line stations in collaboration with TriMet. This comprehensive approach wove together intricate market and feasibility analyses, attentive stakeholder engagement, joint development feasibility evaluations, detailed massing studies, and thorough assessments of potential barriers and community discrepancies.

Company Name: TriMet, 101 SW Main St., Suite 700 Portland, OR 97204

Point of Contact: Guy Benn, Program Manager, Transit-Oriented Development, 971-347-5649, benng@trimet.org

Start Date: 10/26/2020

End Date: 11/1/2023

TriMet Southwest Corridor Light Rail Planning—Portland, OR (2020)

ECONorthwest evaluated potential ETOD impacts on more than 20,000 parcels in station areas along TriMet's proposed Southwest Corridor light rail line. The work included a universal assessment of development feasibility on those sites, an evaluation of market-oriented and affordable ETOD development on more than 500 anticipated remnant parcels, and an assessment of the viability of housing designs on roughly 50 potential joint development sites (working with urban designers). This project identified strategic approaches to project design, property acquisition, and project utilization to foster future joint development. ECONorthwest's involvement in this corridor spans beyond this important project with TriMet and showcases the depth and breadth of ECO's ETOD expertise.

Company Name: TriMet, 101 SW Main St., Suite 700 Portland, OR 97204

Point of Contact: Jeb Doran, Senior Project Manager, doranj@trimet.org, 503-962-2141

Start Date: Dec 2018

End Date: Dec 2020

Business Competitiveness Study—Statewide, WA (2022)

ECONorthwest produced a study describing the current conditions of Washington's Economy, focusing on trends, business competitiveness, and how the state ranks nationally and with comparable regions using key areas of comparison. This study included a SWOT analysis of various industries, a threat gap analysis, and an equitable approach to economic growth indicators. This effort was focused on the objectives for Washington's economy: strong, quality, and equitable growth.

Company Name: Washington State Legislature, 110 Legislative Building Olympia, WA 98504-0600

Point of Contact: David Bremer Director of Policy and International Relations, 360-786-7742, david.bremer@ltgov.wa.gov

Start Date: Jul 2021

End Date: Dec 2022

B. Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.

ECONorthwest has not defaulted on any contracts within the past three years or failed to meet contract terms.



RESUMES





Morgan Shook

Partner & Project Director



Morgan conducts economic, financial, and policy analyses on projects related to real estate, land use, and transportation. He has deep expertise in economic, market, and financial analytics that he brings to bear in business, enterprise, and policy settings. Morgan regularly works for a range of government, business, and nonprofit clients, providing analyses that highlight opportunities, consequences, and trade-offs of decisions affecting land and infrastructure. Before joining ECONorthwest, Morgan worked in biotechnology development at the Institute for Systems Biology, and health disparities research at the University of Chicago. Morgan recently served on the Seattle Planning Commission. He is currently AICP-certified.

EDUCATION

M.U.R.P. Portland State University

B.S. Molecular Biology, University of Puget Sound

Certificate in Commercial Real Estate Development, University of Washington Extension

CERTIFICATIONS

AICP (2013)

AREAS OF EXPERTISE

Economic Development

Affordable Housing

Land Use Planning

SELECTED EXPERIENCE

Business and Corporate State Tax Survey—Seattle, WA (2019).

For the Seattle Chamber of Commerce surveyed state taxes to compare state credits, deductions, and exemptions for industrial and manufacturing businesses in order to better understand the business competitiveness of the existing commercial tax policy in the State of Washington.

DSA Ground Floor Retail Strategy—Seattle, WA (2018). Worked with DSA as they refine their retail strategy.

Maritime Alliance Economic Development Support—Seattle, WA (2018). Supported the Maritime Alliance in economic data and analysis.

Big Sky Economic Development Data Refresh—Billings, MT (2018). Updated a spreadsheet of economic data for Big Sky Economic Development.

Gridiron Affordable Analysis—King County, WA (2018). Assessed and audited the King County analysis for affordability requirements in a proposed condominium development for a private developer.

Pierce County Impact Fee Assessment—Bellevue, WA (Ongoing). ECONorthwest is assisting the Master Builders Association in assessing their concerns regarding the Pierce County Center's and Corridor Plan proposal and levying of impact fee rates that might have a chilling effect on housing development.

Seattle Cost of Development Analysis—Seattle, WA (2020). Supported Coalition for Housing Solutions in an analysis of various fees levied by Seattle and local jurisdictions.

Bullfrog Flats SEIS—Cle Elum, WA (2020). ECONW developed an economic and fiscal impact analysis for development alternatives in the City of Cle Elum to support a Supplemental Environmental Impact Statement for large-scale development in the City.

SFG SMC Seattle Impact Fee Expert Testimony—Seattle, WA (2020). ECONW provided testimony on the effects of development impact fees on housing production and affordability for Seattle for Growth and the Seattle Mobility Coalition.

Sound Transit Tacoma Dome Link Extension (TDLE) LRT Alternatives Development—Seattle, WA (2019–Ongoing). Assessing economic effects of different project alternatives for the Draft EIS, the Tacoma Dome Link Extension project is studying building light rail from Federal Way to downtown Tacoma.



Kryn Sausedo

Sr. Project Manager



With a decade of experience in the public sector, Kryn is adept at managing economic development projects and crafting actionable strategies. His portfolio includes statewide recovery plans, local economic resiliency strategies, small business support programs, and innovation hub development plans. He prioritizes collaboration and values the insights of local stakeholders, combining data with lived experiences in an iterative process to develop effective and thoughtful solutions.

EDUCATION

Master of Public Management,
Carnegie Mellon University,
H. John Heinz School
of Public Policy and
Management

B.A. International Studies
University of Wisconsin -
Madison

AREAS OF EXPERTISE

Real Estate Investment Equitable
TOD

Public Finance

Value Capture

Economic Development

SELECTED EXPERIENCE

Investment Planning—Everett, WA (2022). As part of a consultant team, ECONorthwest worked with the Local Initiatives Support Corporation (LISC) to develop investment plans for two economically diverse areas in central Puget Sound: South Everett and Skyway. The firm reviewed a variety of data to understand the economic landscape, the composition of local businesses, commute trends, and commercial and residential lease rates. ECONorthwest also provided ongoing technical assistance to LISC during the implementation phase.

Mid-Willamette Innovation Hub, Mid-Columbia Innovation Hub, Portland Innovation Hub (Engagement only)—Various Oregon Regions (2022–Ongoing). Responding to a statewide effort to foster high-growth firms, maximize linkages between sectors and create a more inclusive innovation ecosystem, these hub development projects are nearing completion. The process has included a systems approach to looking at regional business support networks partnered with extensive stakeholder engagement

to workshop solutions. The end result will leverage research and entrepreneurial resources to help more enterprises scale into traded sector anchors for their regions.

Economic Diversification Study—Ashland, OR (2021–Ongoing). In response to multiple disruptions to their local economy in the past five years via wild fires and the pandemic, the Ashland Chamber of Commerce secured funds to explore how their local economy could be more resilient. This study included in-depth economic analysis, dozens of stakeholder calls, site visits and hundreds of survey results. The final plan includes both pragmatic recommendations along with bolder opportunities to gradually expand certain sectors to create a more balanced local economy.

Better Red Station Area Planning, TriMet—Portland, OR (Ongoing). The overarching purpose of the Better Red Station Area Planning project is to stimulate catalytic projects that will shape growth on the MAX Red Line extending from the Portland International Airport through Downtown Portland to the City of Hillsboro. These projects will build on TriMet's long tradition of Transit-Oriented Development (TOD), with a focus on equitable development outcomes. ECONorthwest is leading a team to complete a range of station area planning projects for prioritized MAX Red Line stations, in partnership with TriMet. These projects range from joint development feasibility analysis and massing studies to development barriers and community gap analyses.

Hill Master Plan Update—Pittsburgh, PA (2022). An expansive, traditionally African-American neighborhood in Pittsburgh engaged ECONorthwest to undertake a large update to the neighborhood's master plan. While the focus was on traditional areas such as housing and business district development, a strong equity lens was applied to the project, weaving a multitude of wealth-generation opportunities into the plan's strategies.



Ian Carlton, Ph.D.

Senior Economic Advisor



Dr. Ian Carlton is a Senior Economic Advisor at ECONorthwest and the co-founder of MapCraft Inc. In addition to directing the customization of MapCraft's web applications, Ian develops analyses to aid policymaking, urban planning, and investment decision-making. Ian's project work considers land-use planning, real estate investment, transit planning, equitable transit-oriented development (TOD), affordable housing, economic development, land-use modeling, public finance, and value capture.

With a specialization in integrated transportation and land use planning, Ian's work often considers the complex and context-specific relationships between transit investments and urban development, especially the implementation of equitable transit-oriented development. Ian's research sponsors and consulting clients have included private and public sector entities: local governments, transit agencies, regional planning organizations, federal agencies, nonprofits, landowners, and real estate developers.

Ian leverages his prior professional experiences in policy development, residential real estate, economic development, and business strategy consulting to carry out his advisory work.

SELECTED EXPERIENCE

Better Red TOD Station Planning—Portland, OR (Ongoing).

The Better Red Station Area Planning project will produce insights and multiple station area evaluations to stimulate catalytic joint development projects on the MAX Red Line extending from the Portland International Airport through Downtown Portland to the City of Hillsboro. ECONorthwest is leading a team to complete a range of station area planning projects for prioritized MAX Red Line stations, ranging from joint development feasibility studies to community gap

analyses. These projects will build on TriMet's long tradition of Transit-Oriented Development (TOD) with a focus on community-engaged planning supportive of equitable development.

TriMet TOD Strategy—Portland, OR (Ongoing). Working with a cross-disciplinary team led by MIG, ECONorthwest is providing feasibility and data analysis support for the development of TriMet's TOD Plan. The plan will provide a structure for managing the agency's portfolio of real estate holdings. ECONorthwest is leading the development of a property inventory and a property evaluation framework. The framework will identify typologies for various types and scales of development and a prioritized list of parcels with joint development potential.

Purple Line—College Park, MD (Ongoing). Working with the Purple Line Corridor Coalition within the University of Maryland's National Center for Smart Growth, evaluating TOD planning opportunities to enhance equitable outcomes in the corridor. Assessing economic development strategies, value capture funding and financing opportunities, accessibility impacts, and testing scenarios of potential TOD outcomes on parcels throughout the 12-mile corridor.

ODOT Transit and Housing Study—Portland, OR (Ongoing). In response to a request from Oregon State Legislature, ECONorthwest is working as a subconsultant to HDR to engage housing agencies, developers, transit providers, local and tribal governments across Oregon to identify policies and actions that improve access to attainable housing and reliable convenience transit. The study is intended to provide information that will help many stakeholders—like developers, affordable housing agencies, and advocacy groups—find cooperative solutions to meet local needs.

EDUCATION

**Ph.D. City and Regional Planning,
University of California
Berkeley**

**M.A. City Planning, University of
California Berkeley**

**M.S. Transportation Engineering,
University of California
Berkeley**

**B.S. Architecture & Certificate
in Land Development, Georgia
Institute of Technology**

AREAS OF EXPERTISE

Land Use Planning

Real Estate Investment

Transit Planning



Jennifer Cannon, AICP

Senior Project Manager



Jennifer is a Project Manager and dynamic Planner at ECONorthwest with over 15 years of experience working in the public and private sectors on environmental, community development, and land planning projects. Jennifer specializes in housing action plans and analysis, policy evaluation and development, economic development, alternatives analysis, sustainable development, and land use and transportation planning. At ECONorthwest, she has led numerous projects analyzing policies, researching strategies, and developing action plans to support affordable housing and missing middle housing development, economic development, community resiliency, equity, and transit-oriented development. She has helped many jurisdictions develop Housing Action Plans and is currently serving as a national advisor for the AARP Livable Communities Technical Assistance Program. Jennifer was a Policy Analyst for Kitsap County and a Senior Planner at the Tahoe Regional Planning Agency, where she recalibrated policies, led robust community engagement and successfully achieved major plan and program updates covering diverse topics. Jennifer is a certified planner and GIS professional and currently serves as a county representative for a local chapter of the American Planning Association.

EDUCATION

**M.P.H. College of Public Health
and Health Professions,**

University of Florida

**M.U.R.P. College of Design,
Construction and Planning,
University of Florida**

**B.A. Environmental Policy and
Planning Western Washington
University**

CERTIFICATIONS

AICP

FEMA Emergency Preparedness

GIS Professional

AREAS OF EXPERTISE

Housing Affordability

Community Planning

Economic Development

SELECTED EXPERIENCE

Master Plan Development for the Confederated Tribes of Colville –Colville Reservation, WA (2022-Ongoing).

ECONorthwest is helping a team led by Akana to provide foundational elements crucial for the development of a business and industrial park master plan. ECO provided an economic analysis of the local tribal and regional (encompassing Ferry and Okanogan Counties) market describing potential demand, comparative advantages and disadvantages, and target businesses that are likely to be attracted to the area. ECO is also providing a target industry assessment which evaluates a set of target industries to help determine the “best fit” industries that would most benefit from the

community’s assets, be willing to expand or relocate to the area, and bring value to the community.

Equity Review and Engagement Planning for their Comprehensive Plan Update—Kirkland, WA (2022).

ECONorthwest, in partnership with Broadview Planning, assisted the City of Kirkland with their Comprehensive Plan update by designing an equitable community engagement plan and by reviewing of their Comprehensive Plan for policy and process gaps associated with equity and inclusion. The consultant team prepared recommendations for the Plan and delivered an equity review guideline document. The team also provided training sessions to City staff to help further prepare them for the engagement.

Revenue Equity and Sustainability Study—City of Kirkland, WA (2022). ECONorthwest assisted the City by reviewing and evaluating potential changes to the local fees and policies in response to projected budget shortfalls. The City is interested in learning how new revenue options would impact the community (tax burden) and how changes can help close the gap in a sustainable and equitable way. ECONorthwest analyzed the existing fiscal and fiscal equity conditions and interviewed key internal stakeholders to identify challenges and opportunities. ECO examined the City’s characteristics of residents and businesses, provided a summary of the City’s tax and fee burden, how it has changed over time, and how it compares to other jurisdictions. ECO evaluated eight revenue options and associated scenarios and their effects, with a particular focus on adequacy, stability, and equity. The results of the evaluation informed the City’s prioritization of revenue alternatives.



Cadence Petros

Project Director



Cadence is a Project Director at ECONorthwest with 23 years of experience implementing policies and programs to help build vibrant neighborhoods that foster a sense of belonging and meet the needs of all community members. Whether negotiating public private partnership agreements, developing civic projects, establishing housing programs, or creating and delivering on implementation strategies, Cadence uses problem solving skills, flexible thinking, team building, and clear communication to articulate and meet goals and objectives. She graduated from Pomona College and holds a J.D. from the Northwestern School of Law at Lewis and Clark College. Prior to joining ECONorthwest, Cadence served as Development Division Manager at the City of Beaverton, a role that built upon her legal experience counseling local jurisdictions and nonprofit organizations.

EDUCATION

**J.D. Northwestern School of Law
at Lewis and Clark College**

B.A. Pomona College
Politics, Public Policy Analysis

AREAS OF EXPERTISE

Urban Renewal
Downtown Revitalization
Affordable Housing
Equitable Development

SELECTED EXPERIENCE

Heights District Equitable Development Plan—Vancouver, WA.

Assisting the City of Vancouver in fostering equitable development within the Heights District. ECONorthwest is conducting outreach to determine priorities of the community, performing a market analysis, and completing a feasibility study to test equitable development and anti-displacement strategies.

Riverfront Redevelopment Project—Soldotna, AK. Crafting a strategy to guide the redevelopment of an 85-acre portion of

Soldotna's downtown. Conducting market and feasibility analysis of desired development types and developing a funding strategy and implementation plan to guide city investments and attract desired development.

AVT Community Investment Plan Phase 2—Portland, OR. Building off visioning work in Phase 1, ECONorthwest is preparing a feasibility analysis for redevelopment of a catalytic site and exploring economic development opportunities for the Lower Albina District. This effort is geared to restore the street grid, redevelop underutilized parcels, and re-establish a thriving multicultural district.

Issaquah Housing Strategy Implementation—Issaquah, WA. Pursuant to a grant from the State of Washington, ECONorthwest is researching barriers to condominium development at both the state and local level, evaluating the feasibility of expanding the City's inclusionary zoning program, and evaluating opportunities to increase diversity of housing types within certain zones of the City.

PRE-ECONORTHWEST

Downtown Equity Strategy—Beaverton, OR. Building on years of diversity, equity and inclusion work, Cadence initiated a community-informed effort at the City of Beaverton – using ECONorthwest as consultant team members – to identify strategies to pair with city and urban renewal investments that will help mitigate involuntary displacement and create an inclusive downtown.

Patricia Reser Center for the Arts and Beaverton Central District Parking Garage—Beaverton, OR. While at the City of Beaverton, Cadence led the development and construction of the Patricia Reser Center of the Arts, a 550-seat performing arts venue, as well as an adjacent seven story parking garage with ground floor retail.

Affordable Housing Program—Beaverton, OR. Over several years, Cadence led the establishment of the City of Beaverton's affordable housing program, including the City's first Housing Five Year Action Plan and Beaverton's implementation of the Metro Regional Affordable Housing Bond.

Lauren E. McGowan

206.724.9688 | LaurenEMcGowan@gmail.com | @LaurenMcGowan

Summary of Qualifications

- Social impact leader with twenty years of experience leading high impact teams to scale effective solutions to poverty by working at the intersection of direct service, philanthropy, and policy.
- Strategic grant maker and systems builder committed to racial equity and social justice.
- Strong strategic planning, coaching, change management, financial management, and evaluation skills.
- Creative fundraiser who successfully raised and stewarded \$50M+ in public and private gifts annually.
- Skilled communicator with significant advocacy, media relations, and public speaking experience.

Professional Experience

Executive Director, LISC Puget Sound

February 2023 - Present

Principal Consultant, Revolution Strategies

July 2022 - Present

Lead the development of equitable policies and practices to improve economic and educational outcomes.

United Way of King County, Seattle, WA

Associate Vice President, Poverty & Homelessness

January 2021 – June 2022

Sr. Director, Ending Poverty and Homelessness

March 2017 – December 2020

Director, Building Financial Stability

April 2014 - February 2017

Strategic Planning & Program Design

- Mobilized the people, partners, and funds to launch \$100M [Community Relief Fund](#) in response to COVID-19 pandemic. Connected 30,000 families with food, tax credits, rent assistance & public benefits.
- Designed [Home Base](#) eviction prevention initiative in partnership with Seattle Mariners and Microsoft. In response to the pandemic, pivoted program strategy, fundraising, grantees, and technology to stand up Rental Assistance program that distributed \$135M to 22,000 households.
- Provided strategic vision to test, pilot, and scale programs and grant making strategies that [reduced poverty](#) and [homelessness](#) for 35,000 people annually and reduced racial disparities.
- Led \$15M [Bridge to Finish Campaign](#) to increase college persistence and completion rates of 10,000 students by creating one-stop service centers at ten colleges. Partnered with colleges and policy makers to increase access to basic needs & transform systems to better support BIPOC student parents.
- Drove development of [No Kid Hungry WA Campaign](#) to increase access to healthy school meals.

Fundraising & Operations

- Managed \$70 million budget, 35 full time employees, and 250+ AmeriCorps members and seasonal staff.
- Secured and managed \$100M+ in CARES Act, T-RAP, and ARPA funds to address homelessness and hunger.
- Raised \$50M+ annually; ensure effective management and compliance for complex government grants; braid funding to achieve program outcomes; steward relationships with donors and foundations.
- Oversaw analysis of data, interpretation of best practices, and evaluation of programs and grants.

Public Awareness and Public Policy

- Served as content expert and spokesperson. Over last 18 months gave 50+ interviews to local and national media and 75+ keynote speeches and presentations to corporate partners and donors.
- Partnered with internal and external marketing and advertising teams to design and implement multi-tiered outreach campaigns and events to connect families resources.
- Advised c-suite public and private leaders on strategies and policies to address homelessness & poverty.
- Influenced legislative and administrative policies at local, state, and federal level to reduce poverty, address systemic racism, strengthen tax code for low-income families. and scale effective solutions.
- Led successful legislative campaigns to increase access to school breakfast for 40,000 WA students.

TINA VLASATY

tina.vlasaty@gmail.com | 206.898.3064 | [linkedin.com/in/tina-vlasaty](https://www.linkedin.com/in/tina-vlasaty)

Experience

LISC, PUGET SOUND, Seattle, WA

Deputy Director

10/21 - Present

Support strategy and program design for LISC Puget Sound's community and economic development work. Serve as lead staff for place-based economic development programs, assist in fund development and provide staff support.

SELF-EMPLOYED, Seattle, WA

Interim Leader and Project Manager, (Contracted)

1/20 – 9/21

Served as interim leader, provided project management, design and implementation of operations and programs, implementation of process improvement, staff support and board management during leadership transitions. Clients included non-profit, for profit and philanthropic organizations.

KAISER PERMANENTE WASHINGTON, Renton, WA

Senior Manager – Strategic Planning

7/19 – 1/20

Led and facilitated strategic planning process, including development of initiatives, setting multi-year goals and determining outcome measures for Washington region.

WASHINGTON GLOBAL HEALTH ALLIANCE, Seattle, WA

Vice President/Chief Operating Officer

2/15– 7/19

Oversaw strategy, finance, and operations and acted as key advisor for program, financial, and personnel decisions for membership organization focused on strengthening Washington's global health community.

CITY OF SEATTLE, OFFICE OF ECONOMIC DEVELOPMENT, Seattle, WA

8/07-1/15

Deputy Director

1/14-1/15

Finance & Operations Manager

1/11-12/13

Business Development Manager

3/09-12/10

Neighborhood Revitalization Specialist

8/07-3/09

Set and executed department's strategic direction, program and policy development, supported workforce development, industry sector and small business development.

CRAFT3, Seattle, WA

8/00-8/07

Senior Business Lender

2/04 – 8/07

Business Lender

8/00 – 1/04

Structured, analyzed, prepared and presented transactions to loan committee for approval at regional Community Development Financial Institution. Marketed loan products through network of collaborative relationships across Washington state.

Education

JOHN M. OLIN SCHOOL OF BUSINESS, WASHINGTON UNIVERSITY, St. Louis, MO

Master of Business Administration

UNIVERSITY OF ILLINOIS, Urbana, IL

Bachelor of Arts in Russian and Eastern European Studies

Irkutsk State University, Irkutsk, Russia - Russian as a Second Language Program

Shannon Kosen

Shannonkosen2@gmail.com ❖ (509) 592 1404

❖ Seattle, WA

Experienced Project Manager dedicated to driving equitable change. Proficient in program planning, grant and budget management, stakeholder engagement, and leadership. Committed to contributing to mission-driven organizations for a positive impact.

CORE COMPETENCIES

Strategic Project Planning & Execution
Stakeholder Engagement
Budget Oversight & Management
Stakeholder Collaboration
Risk Management

Leadership
Grant Administration
Communication
Problem Solving

WORK EXPERIENCE

Program Officer, Economic Development & Affordable Housing

Aug 2023 -Present

Local Initiatives Support Corporation (LISC)

Puget Sound Area

Local Initiatives Support Corporation (LISC) is committed to transforming distressed neighborhoods into thriving, attractive communities by partnering with nonprofit community development corporations (CDCs) and leveraging resources, including loans, grants, equity investments, technical assistance, and policy support.

- Drive growth and vitality in local minority businesses while fostering thriving business corridors.
- Collaboratively develop and execute economic strategies with partners, while fostering stakeholder relationships for effective collaboration and solutions.
- Shape local economic agenda aligned with national priorities.
- Manage grant applications, agreements, and compliance guidelines, while providing essential technical assistance to grantees.
- Establish and oversee project schedules and compliance, ensuring grantees meet reporting deadlines and budget targets.

Sr Project Manager

July 2022 - Aug 2023

iUrban Teen

Seattle, WA

iUrban Teen is a STEM+Arts education program that brings together underrepresented teens and young adults for career exploration and mentoring. (iUrbanTeen.org).

- Oversee planning, implementation, and relationship cultivation for four education programs, serving over 100 Seattle-area middle and high school students per year.
- Develop and execute a comprehensive volunteer recruitment and retention strategy, engaging employee volunteers in education initiatives in the Seattle area.
- Manage Salesforce as an administrator to streamline communication processes, develop automated workflows, and ensure stakeholders received timely information. Additionally, I maintained an organized and up-to-date database, enabling efficient event planning and tracking participant data.
- Serve as the primary liaison between iUrbanTeen and external stakeholders, coordinating activities, ensuring alignment with strategic priorities and business objectives.
- Plan and organize events and tours to connect students, industry professionals, and education leaders, exposing students to STEM opportunities and sparking their interest.

Healthcare Recruiter

Actriv Healthcare

2021 – 2022

Seattle, WA

- Successfully recruited, screened, and hired healthcare professionals such as nurses and medical staff, filling 10 nursing positions within a 30-day timeframe and reducing the time-to-hire by 25%.
- Utilized CRM tools and implemented automated email campaigns to streamline the recruitment process and

increase candidate engagement.

- Built strong relationships with hiring managers and stakeholders, going above and beyond to ensure a positive candidate experience.
- Ensured compliance with all relevant laws and regulations, implementing processes to ensure new hires had completed required background checks and immunizations.

Program Manager

InfoNET Africa

2017– 2021

Nairobi, Kenya

- Successfully supported the design, implementation and roll-out of 3 innovative project initiatives that are credited with transforming the role of citizens and civil society in constructively engaging the government for better development outcomes through the use of technology
- Implementing detailed plans for projects and reporting based on extensive research and data analysis and improving awareness of the initiatives which lead to the realization of the donor requirements as well as project outputs.

HR Project Consultant

PricewaterhouseCoopers.

2016 – 2017

Nairobi, Kenya

- Assisted the Advisory Line with 2 projects, that involved job evaluation processes and organisation restructuring in the Government of Kenya Civil Workers. This project was successfully completed and helped the government cut out redundant roles, established job descriptions, and ultimately has saved the taxpayers money by 20%

Customer Service Executive

Airtel Kenya

2015- 2016

Nairobi, Kenya

- Delivered fast, friendly and knowledgeable service for questions and service complaints thus maintaining a 97% satisfaction rating by applying product, industry and market knowledge to develop customized recommendations for individual customer needs
- Maintained revenue streams by exhausting available options before offering refunds at the same time sold additional products and services enhancing value of previous customer purchases and driving revenue growth which elevated the customer experience

EDUCATION

Master of Business Administration (MBA), Strategic Management

2020

Bachelor of Science (BS): Purchasing, Procurement, And Contracts Management

2016

Certified in Project Management (PRINCE 2)

2017

Bob Stowe - Principal



Bob Stowe is the principal and founder of Stowe Development & Strategies — a company he formed in 2016 to help public sector clients succeed with their economic and community development interests. With over 35 years of experience in progressive community transformations, Bob is one of the Northwest's most innovative and entrepreneurial real estate and community developers. He uses sound long-range fiscal planning skills and has achieved enviable results in leading redevelopment efforts from the dream stage to construction. This is true for projects large and small, straightforward and complex.

Bob has also been responsible for leading, managing, coordinating, and implementing a wide variety of complex and multi-faceted projects including, downtown revitalization plans, civic center plans and development, master plans, public-private partnerships, and transit-oriented developments to name a few.

Bob's understanding of Washington's State's new TIF legislation, experience with similar project funding streams, and his ability to create partnerships and agreements with other agencies, make him an ideal prime consultant and project manager for any TIF analysis and implementation. Bob has served as the prime consultant by ten different cities to guide their TIF programs in Washington State.

Bob was the City Manager for the City of Bothell, Washington from 2005 to 2016 where he was the architect and leader of Washington's largest and most successful publicly-led downtown revitalization. Under Bob's leadership, this project utilized a Local Infrastructure Financing Tool award (AKA TIF light) as part of the funding package that stimulated private investment of over \$300 million; a very big step in achieving the City's 25-year goal of \$650 million. The fact that nearly half that goal was reached in just a few years, during the Great Recession, and with leverage from public/private collaboration, made it all the more remarkable.

Bob guided the development of approximately \$150 million in public sector improvements (relocation of a state highway, creation of new streets, storm water system, parks, environmental clean-up, etc.) identified as necessary to achieve the revitalization vision. The massive public development plan and schedule also needed to align with private sector purchase of surplus land from the City, environmental remediation, public streets to be developed by the private sector, and on-site mixed-use development. Precise scheduling, communication and the ability to respond to changing conditions were skills that Bob successfully delivered on this project.

Before arriving in Bothell, Bob was the City Manager for the City of Mill Creek for nine years and helped lead development of the award-winning Mill Creek Town Center in the early 2000s. His first downtown transformation project began with the revitalization of Downtown Dayton, Washington in the late 1980s.

The hallmark of Bob's effort is his commitment to create well designed and environmentally sustainable places where people want to live, work, and come together to celebrate. Bob has tackled the most difficult and complex projects, achieving the redevelopment and economic dreams of several communities with his failure is not an option approach.

EDUCATION

- MBA, Albers School of Business & Economics, Seattle University (with honors).
- BA, Urban and Regional Planning, Eastern Washington University.

**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION
REQUEST FOR PROPOSAL #2023-119
ECONOMIC DEVELOPMENT CONSULTANT**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),
ECONorthwest hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, ECONorthwest, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.



Signature of Authorized Official

Partner / Senior Policy Advisor

Title of Authorized Official

October 11, 2023

Date

www.econw.com

OREGON

KOIN Center
222 SW Columbia, Suite 1600
Portland, Oregon 97201
503-222-6060

WASHINGTON

Park Place
1200 Sixth Avenue, Suite 615
Seattle, WA 98101
206-823-3060

CALIFORNIA

9415 Culver Blvd #248
Culver City, CA 90232
213-218-6740

IDAHO

Eagles Center
223 North 6th Street, Suite 430
Boise, ID 83702
208-918-0617

EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)



PROCUREMENT

Request for Proposal #2023-119

Procurement Professional Point of Contact:
Theresa Bauccio-Teschlog, MBA, NIGP-CPP, CPPB
Procurement Manager
(425) 257-8901
bids@everettwa.gov

Economic Development Study Consultant

TIMELINE - The following represents the schedule for this solicitation.	
Event	Date
Issue Date	September 26, 2023
Deadline for Final Questions.....	October 15, 2023
Proposal Due Date	October 26, 2023, at 11:59 p.m. Pacific Time
Anticipated Award	November, 2023
Anticipated Contract Start Date	December, 2023
Anticipated Contract Term	Three (3) years. The original report is expected to be complete within 8 – 13 months. The term of the contract is longer to allow for potential unanticipated follow-on projects within the next few years.
<p align="center">E-mailed or delivered Proposals are acceptable.</p> <p align="center">Submit Proposals to:</p> <p align="center">E-mail: bids@everettwa.gov OR</p> <p>If delivery to Procurement, 2930 Wetmore Ave, Suite 9E, Everett, WA 98201, call to access the locked elevator.</p> <p>Delivered proposals are accepted Monday through Friday, from 8:00 a.m. to 3:30 p.m., excluding city-observed holidays. If providing paper copies, clearly label the outside of the sealed envelope containing the original proposal response plus six (6) complete identical copies with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Procurement office by the deadline will be considered.</p>	
<p>Information & Addenda: All Information, including Addenda regarding this solicitation, can be found at: https://www.everettwa.gov/2713/Bid-opportunities</p> <p>Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a Proposal.</p>	
<p>Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.</p>	

Unauthorized contact regarding this Request for Proposal with City of Everett employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding by the City of Everett. Proposers should rely only on written statements issued by the individual named listed above.

Table of Contents

Anticipated Contract Term	1
1.1 PROPOSAL SUBMITTAL	5
1.2 OFFER PERIOD	5
1.3 REQUEST FOR DUE DATE EXTENSION	5
1.4 WITHDRAWAL OF PROPOSALS	5
1.5 SINGLE RESPONSE	5
1.6 MULTIPLE PROPOSALS	5
1.7 EVALUATION AND AWARD	5
1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS	6
1.9 EXCLUDED PARTIES	6
1.10 BUSINESS LICENSE	6
1.11 BID PROTEST PROCEDURES	6
1.12 NON-ENDORSEMENT	6
1.13 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE	6
1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT	8
1.15 NO OBLIGATION TO BUY	8
1.16 COST OF PREPARING PROPOSALS	8
1.17 CONTRACT TERMINATION	8
1.18 RECYCLE	8
1.19 COOPERATIVE PURCHASING (NOT USED)	8
2.1 CITY OF EVERETT	9
2.2 BACKGROUND	9
2.3 OBJECTIVE	9
2.4 PROPOSED TIMELINE	9
2.5 ASSESSMENT FOCUS AREAS & DELIVERABLES	10
2.6 SUPPLIER RESPONSIBILITIES	12
2.7 CITY OF EVERETT RESPONSIBILITIES	12
2.8 WORK MADE FOR HIRE	12
2.9 CHANGES IN THE SCOPE OF WORK	13
2.10 CONTRACT TRANSITION	13
2.11 PAYMENT	13
3.1 GENERAL	14
3.2 SELECTION PROCESS	14

3.3	CONTRACT AWARD AND EXECUTION.....	14
3.4	EVALUATION CRITERIA.....	14
3.5	INTERVIEWS.....	15
4.1	SUBMITTAL REQUIREMENTS	16
4.2	SUGGESTED RESPONSE FORMAT	16

SECTION 1 - INSTRUCTIONS

1.1 PROPOSAL SUBMITTAL

The City must receive the supplier's proposal, in its entirety by 11:59 p.m. Pacific Time. For electronic submissions, the official receipt time is the receiving time stamp from the City's e-mail server as printed.

All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the Proposal must be completed and signed by an authorized representative of the supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposals (RFP).

No supplier may withdraw its Proposal after the hour set for the opening unless the award is delayed for a period exceeding one hundred and twenty (120) days.

1.2 OFFER PERIOD

All Proposals submitted must remain open for one hundred and twenty (120) days from the receipt date. The City of Everett reserves the right to extend this period.

1.3 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Proposal Due Date. Supplier must supply any justification and additional information that will facilitate an evaluation and decision by the City of Everett. Any approved extension will be issued in an addendum.

1.4 WITHDRAWAL OF PROPOSALS

Suppliers may withdraw a Proposal which has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the Supplier must be submitted to the Procurement Professional named on the Request for Proposal cover sheet.

1.5 SINGLE RESPONSE

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be cancelled.

1.6 MULTIPLE PROPOSALS

Suppliers interested in submitting more than one proposal may do so, so long as each proposal stands alone and independently complies with the instructions, conditions and specifications of this Request for Proposal.

1.7 EVALUATION AND AWARD

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City, or reject any and all Proposals.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.

- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all Proposals.

1.9 EXCLUDED PARTIES

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

<https://www.sam.gov>

1.10 BUSINESS LICENSE

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation Tax (B & O), when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

1.11 BID PROTEST PROCEDURES

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46 which can be found at: <https://everett.municipal.codes/>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

1.12 NON-ENDORSEMENT

As a result of the selection of a supplier to provide services to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Everett.

1.13 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE

A. Property of the City of Everett

All materials submitted in response to this RFP must become the property of the City of Everett. Selection or rejection of a proposal does not affect this. In this section, the term "proposal" is generic and refers to proposals, statements of qualification, letters of interest and any other material submitted in response to this RFP.

B. Proposals are Public Records

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP must be considered public records and except to the extent protected by state and or federal laws will be available for inspection and copying by the public following contract award. Records will not be released by the City of Everett prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

C. Public Records Exemption / Notice of RCW 39.10.470

In accordance with RCW 39.10.470, trade secrets (as defined in RCW 19.108.010) or other proprietary information submitted by a proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Proposers must specifically designate and clearly label as “CONFIDENTIAL” any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer must provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review and the proposer’s designation of confidential may or may not be upheld by a Court.

D. Proposals Not Marked as Confidential

If a proposal or other material does not clearly identify the “CONFIDENTIAL” portions, the City will not notify the proposer that its proposal will be made available for inspection and copying, and the City may publicly disclose such non-clearly identified portion with no liability whatsoever to the proposer.

E. Process for Disclosing Information

If a request is made for disclosure of material or any portion marked “CONFIDENTIAL,” the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the Proposer of the request and allow the proposer ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the proposer’s sole expense and liability. If the proposer does not within such ten (10) business days serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City from disclosure of the material marked “CONFIDENTIAL,” then the proposer will be deemed to have consented to the public disclosure of the material marked “Confidential” and the City may publicly disclose such material without any liability whatsoever to proposer.

F. Indemnification by Proposer

To the extent that the City withholds from disclosure all or any portion of proposer’s material marked “CONFIDENTIAL”, the proposer, by submitting a proposal in response to this RFP, agrees to indemnify, defend and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys’ fees and costs the City incurs arising from or relating to such withholding from disclosure.

G. Consent to Procedure

Proposers, by submission of materials marked “CONFIDENTIAL”, acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a proposal, the proposer consents to the procedure in this Section as its sole remedy and waives and releases all claims against the City arising from the City’s actions taken in accordance with this procedure.

1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

1.15 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel the City of Everett to purchase.

1.16 COST OF PREPARING PROPOSALS

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

1.17 CONTRACT TERMINATION

In determining any contract award, the City of Everett reserves the right to consider past performance by supplier in City of Everett contracts. If the City of Everett has previously terminated a contract with a supplier for supplier's default or other non-performance, the City of Everett reserves the right to reject bids or quotes received from that supplier.

1.18 RECYCLE

The City of Everett is committed to the environment and encourages suppliers to recycle material to the extent practicable.

1.19 COOPERATIVE PURCHASING (NOT USED)

SECTION 2 – SCOPE OF WORK

2.1 CITY OF EVERETT

Everett is located approximately twenty-five (25) miles north of Seattle. With a population of roughly 112,000 spanning over forty-eight miles, Everett is the largest city in Snohomish County and the seventh largest in Washington State.

The City of Everett is a first-class charter municipal corporation that operates under an elected Mayor and seven-member City Council. The City has a workforce who provides a wide array of municipal services, including police, fire, emergency medical services, street maintenance, planning and zoning, libraries, parks and recreation, and general administrative services. Additionally, the City operates five enterprises or revenue-generating divisions: water and sewer utility, solid waste (recycling), two golf courses, a transit system, and a parking garage.

2.2 BACKGROUND

Sound Transit's Everett Link Extension will transform south Everett with three light rail stations at the intersection of Airport Road and Evergreen Way, the SW Everett Industrial area near Boeing's Everett plant, and the intersection of Casino Road and Evergreen Way. The three stations form a triangle around the Westmont/Holly neighborhood with Evergreen Way to the east, Airport Road to the west, and Casino Road to the north.

This triangle was christened "the WHEB Triangle" (Westmont, Holly, Evergreen, Boeing) when it was first discussed with the Everett City Council and later updated for the Urban Land Institute Study (see Appendix A). During the presentation, council authorized staff to proceed with exploring strategies that may utilize the Walter E. Hall golf course and other city assets in the area to "*... shape a sustainable economic future for the WHEB Triangle by employing its assets, processes, and tools to harness the economic forces affecting the area.*"

The WHEB Triangle is home to the largest manufacturing facility in the world, the newest commercial airport in the state, the highest concentration of Spanish-speaking residents in Snohomish County, and among the lowest urban housing costs in the greater Seattle metroplex. While light rail will bring economic opportunities of a transit-oriented community, many residents fear displacement.

2.3 OBJECTIVE

The city is seeking a partner to provide insight and expertise to shape this generational opportunity in an equitable, sustainable way. The requested redevelopment scenarios and recommendations will guide the strategies, goals, and direction of a sustainable economic development strategy in the WHEB Triangle for years to come. The selected Supplier must mine available data, conduct original research, confer with city staff, explore infrastructure needs, and seek input from an advisory focus group to gain a clear understanding of the WHEB Triangle's strengths, opportunities, deficiencies, and obstacles.

2.4 PROPOSED TIMELINE

The expected start date for the plan development is December 2023, with completion in 2024.

2.5 **ASSESSMENT FOCUS AREAS & DELIVERABLES**

Deliverable 1: Create an Inventory of Current Conditions which at a minimum must include the following:

Task 1.1: **Supplier** collects and analyzes data on housing

- Types and quantity such as detached, multifamily, etc.
- Affordability levels
- Permanent and naturally occurring affordable housing.

Task 1.2: **Supplier** collects and analyzes data on commercial spaces

- Types and quantity
- Lease rates
- Affordability

Task 1.3: **Supplier** collects and analyzes data on WHEB Triangle properties

- Lot coverage
- Vacant
- Zoning
- Use

Task 1.4: **Supplier** collects and analyzes data on city revenues

- Property tax
- Estimates of B&O
- Estimates of Sales tax
- Utilities fees
- Other

Task 1.5: **Supplier** collects and analyzes data on Employment and Business ownership

Task 1.6: **Supplier** collects and analyzes data on property designated as Parks and Recreation

- Location and use of park assets
- Park users
- Constraints on redevelopment of parks
- Supply and demand of park assets
- Park and usage gaps

Deliverable 2: Focus Group Meetings

Task 2.1: **Supplier** will convene five in-person meetings at a city-provided location with a focus group able to speak to the economic development in Everett.

The subjects of the five meetings will be:

- Economic Development
- Parks
- Public works
- Community engagement
- Planning

The focus group will be assembled by city staff and will likely be comprised of:

- One resident from each of the 3rd, 4th, and 5th Districts.
- Four business representatives from the WHEB Triangle such as:
 - o Small business owner, preferably from Casino Square
 - o Kroeger/Fred Meyer
 - o Car Dealer
 - o Strip mall property owner
- Seattle Paine Field International Airport Director or representative
- Mukilteo School District representative
- Multifamily Housing owner/developer

Task 2.2. **Supplier** will coordinate with the City project manager to schedule, issue invitations, provide necessary handouts, create agenda, and moderate the meetings of focus group members.

Task 2.3 **Supplier** will produce a document reflecting focus group's comments from each meeting, and the Supplier will provide its expert opinion on how the city should respond to the comments.

Task 2.4 **Supplier** will assemble relevant documentation to guide the meetings.

Task 2.5 **Supplier** will coordinate with city project manager and the city staff subject matter experts that who are appropriate to attend each meeting.

Deliverable 3: Create Redevelopment Scenarios

Task 3.1 Develop economic development projections for three redevelopment Scenarios of the Westmont, Evergreen, and Holly neighborhoods, Kasch Park, and the SW Everett Station Area.

Task 3.2 For each scenario, project the following:

- Compare with "no build" alternative.
- Estimate infrastructure needs and timelines including utilities, surface water, transportation, etc.
- Effect on current condition
- Economic impact on city
- Opportunities for and displacement of existing residents and businesses
- Change in inventory categories identified in Deliverable 1.
- Sustainability, both economic and environmental

Deliverable 4: Recommendations

Task 4.1: **Supplier** will produce a recommendation report which at a minimum includes the following information:

- Strategies for retention and expansion of airport-serving commercial uses and the industrial and manufacturing base on the Airport Road leg of the WHEB Triangle.
- Prioritized city-led redevelopment strategies for non-city owned assets.
- Recommendation for park reconfiguration based on RCO rules, policy, practice.
- Network needs for transit-oriented community.
- Timelines of redevelopment.

Task 4.2: **Supplier** will share Recommendations & Assessment Report

- As a PDF
- At an in-person open house and city council meeting

Task 4.3: **Supplier** will produce document(s) for use in Economic Development chapter of Comprehensive Plan

2.6 SUPPLIER RESPONSIBILITIES

The supplier will report to the Project Manager. The Supplier will provide internal communications and messages in the form of oral communication and written memos to the Project Manager as needed.

MEETINGS

The Supplier shall attend a variety of meetings that fall into the following categories:

- A. Meetings with Project Staff
 - Conduct regular meetings with Project Staff to facilitate discussion on content of the efficiency study report based upon internal and external stakeholder input.
- B. Interim Meetings
 - Monthly status updates with Project Manager
 - Monthly status updates with key city staff, as necessary
 - Council briefings for each phase of the plan development as described in section 2.5.
- C. Focus Group Meetings
 - Facilitate communication with external stakeholders as appropriate.
 - Provide updates to City Council, as necessary.

2.7 CITY OF EVERETT RESPONSIBILITIES

The City staff will be responsible for the following:

- Providing a primary contact for Supplier
- Provide background and requirements.
- Provide existing available data and reports to support analysis.
- Provide existing background data.
- Recruit focus group members.
- Provide meeting space for focus group members.
- Coordinate review of consultant deliverables
- Being responsive to edits to documents before they are finalized.

2.8 WORK MADE FOR HIRE

All Deliverables, in whole and in part, shall be deemed works made for hire of City of Everett for all purposes of copyright law, and copyright shall belong solely to the City of Everett. To the extent that any such Deliverable does not qualify as a work for hire under applicable law, and to the extent that the Deliverable includes materials subject to copyright, patent, trade secret, or other proprietary right protection, Awarded Supplier agrees to assign, and hereby assigns, all right, title and interest in and to Deliverables, including without limitation all copyrights, inventions, patents, trade secrets, and other proprietary rights therein (including renewals thereof) to the City of Everett.

2.9 CHANGES IN THE SCOPE OF WORK

The City reserves the right to add or delete similar services such as follow-on reports or report updates to this contract as necessary. In the event of a change, the City of Everett will provide the supplier with a thirty (30) day written notice of such change.

In addition, the City of Everett reserves the right to make changes, additions to, or deductions from these Scope of Work provided that they conform to the general scope of the contract. The Supplier will not affect any change without the prior written approval of the City.

2.10 CONTRACT TRANSITION

In the event of a follow-on contract award to another supplier, the Proposer shall ensure a cooperative and smooth transition to a new contract provider and shall provide all records, status reports and contract files as agreed with the provided notice of termination.

2.11 PAYMENT

Within thirty (30) days after delivery, acceptance of items ordered and a properly prepared invoice but not more often than once per month the City of Everett will pay the supplier according to the rate(s) stated on the price sheet.

No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett – Accounts Payable
PO Box 12130
Everett, WA 98206
accountspayable@everettwa.gov

SECTION 3 – PROPOSAL EVALUATION PROCESS

3.1 GENERAL

All proposals will be reviewed to determine compliance with the requirements as specified in the RFP. Proposals will be evaluated on how well the proposal meets the needs of the City, as described in the supplier's response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

3.2 SELECTION PROCESS

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms that the supplier can offer. The specifications may be altered by the City of Everett based on the supplier's proposal and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

3.3 CONTRACT AWARD AND EXECUTION

A contract award will be for the supplier that best meets the needs of the City of Everett.

The award of a contract to the successful supplier will be notice of acceptance. The award of a contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier's proposal, other representations made, as well as all other terms and conditions of the contract in its final form.

3.4 EVALUATION CRITERIA

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	65	Evaluate responses to Questionnaire 4.03.
2	Technical Capability, Approach, and Capacity	150	Evaluate responses to Questionnaire 4.03.
3	Communication, Customer Services, and Training	40	Evaluate responses to Questionnaire 4.03.
4	Risk, Performance, and Quality Assurance	45	Evaluate responses to Questionnaire 4.03.
5	Price Proposal	100	Evaluate Suppliers' price proposals to determine if the cost is fair and reasonable. Proposed prices: <ul style="list-style-type: none">• are realistic for the work to be performed and• demonstrate that the Supplier understands the Scope of Work.
	Total	400	

3.5 INTERVIEWS

The City of Everett may request interviews with the highest-ranked supplier(s). The purpose of the interview, if held, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. Finalist(s) must have key employees available for these interviews. The City of Everett will notify the finalist(s) as to the time, date, and location for an interview or conference call.

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a proposal which must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposal responses must include:

- 1. Supplier Commitment and Information (included)**
- 2. Price Sheet (included)**
- 3. Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier and question. Then answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Certificate of Non-Debarment/Suspension (included)**

4.2 SUGGESTED RESPONSE FORMAT

- Standard 8 1/2" x 11" paper
- Single or double sided, numbered pages
- Typed with a minimum of 12-point font
- Form 4.03 – re-type the question before responding

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2023-119 ECONOMIC DEVELOPMENT STUDY CONSULTANT

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and Date :	

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2023-119 ECONOMIC DEVELOPMENT STUDY CONSULTANT

Supplier Name:

Prices must include providing all services as detailed in the Scope of Work.

1. Complete the price sheet.
2. This project will be paid based on milestones. Provide a firm fixed, not to exceed, lump sum amount for the entire analysis then provide a break down cost for each deliverable. As each deliverable is completed, this is the amount that will be paid for completing that milestone.
3. Clearly identify any services mentioned in your response that are not included in your proposed fee such as services that would be an additional expense.

A.	WHEB Triangle Assessment and Analysis	Firm Fixed, Not To Exceed	\$
Task Breakdown		# of hours for task	Cost
Deliverable: Create an Inventory of Current Conditions			\$
Deliverable: Focus Group Meetings			\$
Deliverable: Create Redevelopment Scenarios			\$
Deliverable: Recommendations			\$

C.	Optional Additional Services Provide hourly rates for additional applicable services that your firm can provide. List staff and positions to be utilized, their hourly rates, estimated hours for each position, and any other associated costs. While hours are estimated, any rates provided must remain in place for the duration of the contract.	Hourly Rate	\$
Task Breakdown		# of Hours for Task	Cost
Deliverable:			
Deliverable:			

FORM 4.03 QUESTIONNAIRE

Suppliers must complete this “Questionnaire” providing the information in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

1. Qualifications and Relevant Experience

- A.** Briefly describe your company. Include how long the company been in business.
- B.** Describe the qualifications of your company, its business experience and achievements.
- C.** Who are you proposing to be the project manager if awarded this contract? What is their experience with this work and other aspects pertinent to this project? Provide a list of three major projects that person has been involved in and their role.
- D.** Provide names, tenure, roles, and responsibilities for each key team member engaged in providing the related services.
- E.** What characteristics most distinguish your organization from your competitors?

2. Technical Capability, Approach, and Capacity

- A.** What is your approach to this project? List the primary features or work tasks. Describe your execution, management, and control of the project.
- B.** How will the city and its residents benefit from your approach?
- C.** Provide a timeline plan for this project and include any City of Everett staff time requirements.
- D.** Does your firm intend to subcontract any portion of this contract? If so, please provide the following: name of the firm(s), the percentage of work to be performed by each subcontractor, and a description of the nature of work performed by each.

3. Communication, Customer Services, and Training

- A.** How will your project manager communicate with City of Everett’s project manager in all phases of the contract? Include how often status reports are provided.
- B.** Describe your approach to achieving Customer Satisfaction.
- C.** Describe the on-going training of your staff to assure daily working knowledge as applicable to this contract.

4. Risk, Performance, and Quality Assurance

- A.** Submit no more than five (5) completed relevant project experiences, within the past five years that demonstrate successful contract performance similar in size and scope as described in this RFP, include any government experience. Include the following for each reference:
 - a.** Company name and full address

- b. Point of contact name, title, e-mail address, and phone number
 - c. Contract title, number, start and completion dates
 - d. Contract description & order / service details
- B.** Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.

**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION
REQUEST FOR PROPOSAL #2023-119
ECONOMIC DEVELOPMENT CONSULTANT**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project), _____ hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature of Authorized Official

Title of Authorized Official

Date

SECTION 5 – ACRONYMS & DEFINITIONS

Acceptance of Work Signature: City authorized signature signifying the work performed by contractor is acceptable.

Bidder: see “Supplier”.

CFR: Code of Federal Regulations.

City Facility: the location(s) work is to be performed.

City: refers to the City of Everett (“COE”), located in Washington State.

Code Requirement: all applicable requirements of the City of Everett Municipal Code (EMC) Title 16, along with any applicable codes including, but not limited to, International Mechanical Code, International Plumbing Code, and International Energy Conservation Code. EMC Title 16 can be found here:

<https://everett.municipal.codes/EMC/16>

Contractor: see “Supplier”.

Contract Administrator: see “Procurement Professional”.

Cost Analysis: comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

Desired Features: features that a requested commodity or solution does not have to possess to be considered responsive. However, inclusion of such features are considered value added qualities that may lead to a higher level of success and evaluation score for the proposal response. These are in addition to the salient characteristics included in the solicitation.

Lower Tier Participant: see “Supplier”.

Maintenance: work performed to preserve equipment performance and condition.

Mandatory Features: a condition set out in the scope of work or specifications that must be met without alteration. Not meeting a mandatory requirement may be grounds for disqualification of a bid or proposal.

Must: see “Shall”.

Offeror: see “Supplier”.

Price Analysis: comparison of proposed price to comparable pricing data.

Prime Contractor: see “Supplier”.

Procurement Professional: the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

Project Manager: the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor’s primary point of contact and acts as the agency’s representative in charge of work at the site.

Proposer: see “Supplier”.

RCW: Revised Code of Washington.

Recipient: see “City”.

Shall or Must: the terms “shall” or “must” are used whenever a specification expresses a requirement by either the City or the Supplier.

Subcontractor: the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

Submittals: information which is submitted to the City of Everett by the Supplier.

Supplier: the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

UCC: Uniform Commercial Code.

WAC: Washington Administrative Code.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of the Mayor's signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the person identified as Service Provider in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing the services as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

BASIC PROVISIONS	
Service Provider	Enter Service Provider name
	Enter Service Provider street address
	Enter Service Provider city, state, zip
	Enter Service Provider email address
City Project Manager	Enter PM name
	City of Everett -- Enter PM 's department
	Enter PM office street address
	Enter PM office city, state, zip
	Enter PM email address
Brief Summary of Scope of Work	Enter summary. One line maximum
Completion Date	Select date
Extension Provision	Enter extension provision or N/A

BASIC PROVISIONS	
Maximum Compensation Amount	Enter dollar amount
Exhibits	Exhibit A: Enter name of Exhibit Exhibit B: Enter name of Exhibit Exhibit C: Enter name of Exhibit or N/A Exhibit D: Enter name of Exhibit or N/A
Service Provider Insurance Contact Information	Enter insurance contact name
	Enter insurance contact phone number
	Enter insurance contract email address
Additional Provision(s)	Enter other provision(s) or N/A.

<p>State Retirement Systems (must answer both questions)</p>	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Click for Dropdown Menu</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: Click for Dropdown Menu</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
---	---

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

Enter Service Provider name – must match name in Basic Provisions

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Enter signer's name

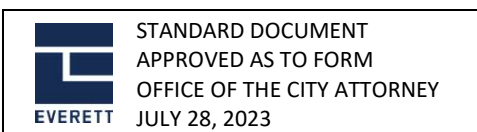
Signer's Email Address: Enter email address

Date

Title of Signer: Enter title

ATTEST

Office of the City Clerk



ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.071423.P1)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the exhibit(s) to this Agreement. The work so described is hereafter referred to as "Work".
 - A. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. 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.
 - B. If Service Provider's proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the "Additional Provision(s)" portion of the Basic Provisions.
 - C. Work or requirements described in a scope of work document attached as an exhibit to this Agreement in aspirational or preferential terms (such as "it is desired that Supplier will," "it is preferred that Supplier will" or similar language) is deemed to be mandatory, unless otherwise provided in the "Additional Provision(s)" portion of the Basic Provisions.
 - D. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider, except that the following provisions in the Basic Provisions shall always govern: the Completion Date, the Maximum Compensation Amount, the Extension Provision, and the Additional Provisions.
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 Completion Date stated in the Basic Provisions. This Agreement may be extended as set forth in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay 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. Service Provider shall be paid such amounts and in such manner as described in the exhibit(s) to this Agreement.

- C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to 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 Service Provider.
 - D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - 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, 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 the City Project Manager Address in the Basic Provisions.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This 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, 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 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 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, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due 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 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, 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. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section 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. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section 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) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. 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: (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 and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section 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 policies of insurance as set forth in this Section 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, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless 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 \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- 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 Service Provider to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its 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. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers 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 or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements.
- F. If the policy listed 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.

- G. 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.
 - H. In case of the breach of any provision of this Section, 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 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. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **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. 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, 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 Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. 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 such 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 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 such 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 Service Provider and as to all duties, activities and requirements by 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.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 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.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, 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.
16. **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.

17. **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.
18. **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.
19. **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.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **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.
22. **Waiver.** Any waiver by 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.
23. **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.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **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.
26. **Notices.**
 - A. Notices to the shall be sent to the City Project Manager address in the Basic Provisions.

- B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue**. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **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.
29. **City Marks**. 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.
30. **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.
31. **Signature/Counterparts**. This Agreement and any amendment thereto 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. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
32. **Standard Document**. This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.071423.P1)**

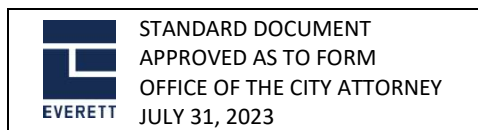


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)

EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT
(ATTACHED)











2023-119 Economic Development Consultant Flattened_122723_SD

Final Audit Report

2024-01-04

Created:	2024-01-03
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0oU2zz20SVuAXfGTdE-sG6fLC0fmoOa8

"2023-119 Economic Development Consultant Flattened_122723_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2024-01-03 - 7:13:54 PM GMT
-  Document emailed to Theresa Bauccio (TBauccio@everettwa.gov) for approval
2024-01-03 - 7:14:59 PM GMT
-  Email viewed by Theresa Bauccio (TBauccio@everettwa.gov)
2024-01-03 - 7:26:33 PM GMT
-  Document approved by Theresa Bauccio (TBauccio@everettwa.gov)
Approval Date: 2024-01-03 - 7:27:45 PM GMT - Time Source: server
-  Document emailed to Morgan Shook (shook@econw.com) for signature
2024-01-03 - 7:27:51 PM GMT
-  Email viewed by Morgan Shook (shook@econw.com)
2024-01-03 - 7:28:05 PM GMT
-  Document e-signed by Morgan Shook (shook@econw.com)
Signature Date: 2024-01-03 - 7:28:23 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2024-01-03 - 7:28:29 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2024-01-03 - 7:34:31 PM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2024-01-03 - 7:34:39 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature


2024-01-03 - 7:34:45 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2024-01-04 - 0:45:46 AM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2024-01-04 - 0:45:54 AM GMT - Time Source: server

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2024-01-04 - 0:45:59 AM GMT

 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2024-01-04 - 0:46:40 AM GMT - Time Source: server

 Agreement completed.

2024-01-04 - 0:46:40 AM GMT