



**REQUEST FOR PROPOSALS (RFP):**

**Analysis of Systemic Disparities in Achievable Housing Options and Outcomes -Technical Consultant**

**RESPONSES DUE BY: February 1, 2021**

**ISSUING ENTITY:**

The City of Tacoma (CITY) is the issuing entity.

**QUESTIONS:** Questions regarding this project may be directed via email to:

Contact Person: Felicia Medlen, Housing Division Manager

Email address: [fmedlen@cityoftacoma.org](mailto:fmedlen@cityoftacoma.org)

Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and nonbinding on the City.

**Submissions are due in PDF format on or before 4pm (PST), February 1, 2021 by email to [CedHousingDivision@cityoftacoma.org](mailto:CedHousingDivision@cityoftacoma.org).**

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## **SECTION 1 – GENERAL INFORMATION**

### **Background and Purpose**

In June 2020, the Tacoma City Council passed Resolution 40622 formally acknowledging that the City of Tacoma’s existing systems have not adequately served the needs of Black community members and other community members of color. Pursuant to that resolution the City has prioritized anti-racist approaches to the evaluation of new policies and programs as well as to the comprehensive and sustained transformation of present practices. Furthermore, in November 2020 the City Council passed Resolution 40697 that specifically authorized a study to examine the disparities of homeownership as a housing outcome for Black residents of Tacoma and provide budget and policy recommendations that leverage the results to increase Black homeownership in the City.

To advance this work, the City will conduct a disparity study to determine whether current race-neutral homeownership housing programs are sufficient in addressing the impacts of racism on homeownership opportunities in Tacoma. As part of this work, the City is also looking for options to redesign our homeownership housing programs to more effectively address historic inequities creating financial and racial disparities in Tacoma.

### **Objectives and Summary of Work**

(Additional detail is provided in APPENDIX A: Scope of Work)

The City, seeks an experienced firm or firms to work with staff and a technical advisory group (TAG) to perform an analysis of systemic disparities in achievable housing options and outcomes. The objectives of the Disparity Analysis are to:

- 1) Survey available data and collect additional data on disparities by race and ethnicity in the degree to which homeownership opportunities are accessible to Tacoma residents.
- 2) Measure the degree to which disparities by race and ethnicity are found to exist in the rate at which Tacoma households experience barriers to homeownership housing options.
- 3) Measure the degree to which disparities by race and ethnicity are found to exist in the provision of city funded housing homeownership support programs.
- 4) Depending on findings, the final report may include a comparative evaluation of potential actions by the City to eliminate inequities and advance equity including race-conscious remedies that could be incorporated into City plans and be implemented within six months.

The consultant team will be responsible for engaging the community in a meaningful way during the course of the project. The final work product will be a comprehensive report that incorporates an explanation of the study’s methodology, data analysis, findings, conclusions, and recommendations.

**Budget:** The maximum amount of funds to be awarded is fifty-thousand dollars (\$50,000.00).

**Duration of Services:** The term of the awarded contract will be from approximately February – July 2021.

### **Minimum Qualifications**

The Consultant is required to have the following documented experience and qualifications:

- Understanding principles of using an equity framework to improve planning, decision-making and resource allocation;
- Experience using tools and processes to identify, analyze and deconstruct racial disparities;
- Experience designing and completing research projects on behalf of public entities to inform policy-making;
- Background in affordable housing policies and program implementation;

- Ability to present technical information in a manner that is understandable for non-technical users, in written and oral form.

## **SECTION 2 – PROPOSAL SUBMISSION COMPONENTS**

### **Responses to this RFP must include the following components:**

- A completed and signed RFP Proposal Form (See APPENDIX C – Signature Page);
- A one-page, single-sided cover letter indicating:
  - Consultant’s interest in offering these services;
  - Project team including the lead firm and all other firms that the lead firm will partner with;
  - Memorandum of Understanding or Agreement between lead firm and partner firms if applicable;
  - Names and resumes of all individuals anticipated to be part of the project team;
  - Project manager with whom the City's project manager will interact, and their contact information;
- A work plan (maximum of 10 pages, i.e. 5 sheets) for completing the scope described in Attachment A: Scope of Work, including:
  - Key personnel who would be assigned and their availability over the duration of the project
  - Brief description, by task, of work to be performed, products, timeline and budget of the described scope of work. Alternative approaches that demonstrate the objectives and outcomes can still be achieved will also be considered.
- Example(s) of similar work completed, the outcome of that work, the name of the organization the work was completed for and contact information of the individual(s) who acted as project manager with the organization.
- This solicitation will result in a Professional Services Contract. The consultant will be expected to propose a total budget for the scope of work within the \$50,000 amount available for this project.

## **SECTION 3 – PROPOSAL EVALUATION**

### **Evaluation Procedures and Criteria**

Proposals will be evaluated by a Selection Committee based upon the responsiveness of the Proposal to this RFP, which may be weighted by the City in any manner it deems appropriate. The Selection Committee will consider the completeness of a consultant’s proposal and how well the proposal meets the needs of the City. Selection Committee interviews, if considered necessary, will be held with selected consultants based on an evaluation of the proposals.

All proposals will be evaluated using the criteria listed below based on how well the proposal demonstrates a respondent’s:

- Command of the principles for using an equity framework to improve planning, decision-making and resource allocation;
- Experience designing and completing research projects on behalf of municipalities to inform policy-making;
- Background in affordable housing programs and policies and their implementation; (experience in the City of Tacoma/Pierce County is preferred but not required);
- Ability to present technical information that is understandable for non-technical users;
- Ability to produce the desired outcomes with the schedule and budget identified. This will include a review of the examples of similar work completed; and

- Ability to demonstrate actions that will be taken in effort to include small business enterprises during the project scope.

<b>Scoring Criteria</b>	<b>Maximum Points Possible</b>
Does the proposal demonstrate principles for using an equity framework to improve planning, decision-making and resource allocation?	20 points
Does the respondent’s past experience include design and completion of research projects on behalf of public entities to inform policy-making?	15 points
Does the respondent background include hands-on work with affordable housing programs and policies and their implementation; (experience in the City of Tacoma/Pierce County is preferred but not required);	15 points
Does the respondent past work demonstrate the ability to present technical information to non-technical users?	15 points
Has the proposer conducted similar work and produced deliverables within schedule and budget?	15 points
Small Business Enterprise* program participation	5 points
<b>TOTAL POSSIBLE</b>	<b>85 points</b>

**\*Small Business Enterprise Program (SBE)**

The SBE office has determined the following criteria for evaluation purposes. There is a maximum of 5 points possible.

- Respondent qualifies as a City of Tacoma SBE Certified firm: 5 points
- Respondent will partner with a qualified City of Tacoma SBE Certified firm: 3 points
- Respondent is a State of Washington M/WBE Certified firm: 2 points
- Respondent will partner with a State of Washington M/WBE Certified firm: 1 point

**SECTION 4 – PROPOSAL REQUIREMENTS AND RFP CONDITIONS**

- All proposals must be submitted in PDF form and comply with the requirements detailed in this RFP. Any revisions or additions to the proposal after submission will not be accepted unless expressly requested for clarification purposes by the City.
- Incomplete proposals will not be considered for selection. It is the responsibility of the Respondent to ensure completeness of their submittal.
- Any false, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be in the sole judgment of the Selection Committee and City and this judgment shall be final.
- The City and/or Selection Committee may require additional information for the determination of the Respondent’s qualification to provide the proposed services.
- Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP.

- The proposal must be submitted in the legal name of the corporation or entity. Proposals must be signed by an authorized representative of the Respondent’s organization or an entity with legal authority to bind the entity in contract with the City. Unsigned proposals may not be considered.
  - If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
  - If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
  - If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
  - The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.
  
- Lack of compliance with legal or administrative submission requirements may lead to disqualification. Proposals that are disqualified will not be reviewed and rated.
  
- Respondents may withdraw their proposal at any time prior to the proposal deadline. Proposals received after the specified time and date will not be accepted.
  
- Respondents must possess valid City of Tacoma and State of Washington business licenses or have the ability to obtain them.

**Rejection of Proposals:** The City reserves the right to reject any and all Proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by consultants in the preparation and submission of their Proposals. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

**RFP Addenda:** The City reserves the right to change the RFP schedule or issue addenda to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP.

**Proposal Validity Period:** Submission of a proposal will signify the consultant’s agreement that its proposal and the content thereof are valid for days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract that is negotiated between the City and the successful Consultant.

**Response Format:** Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content, and adherence to the presentation structure required by the RFP.

**Contract Negotiation:** The City reserves the right to negotiate with the highest ranked firm that, in the opinion of the City has submitted a proposal that is the “best value” to the City. In no event will the City be required to offer any modified terms to any other firm prior to entering into an agreement with a proposer and the City shall incur

no liability to any proposer as a result of such negotiation or modifications. It is the intent of the City to ensure it has the flexibility it needs to arrive at a mutually acceptable agreement. Negotiations may include, but not be limited to, matters such as:

- Contract details
- Contract payment details
- Service requirements
- Minor changes to the scope of services

**Contract Award:** The City reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the consultant can offer. The consultant selected as the apparently successful consultant will be expected to enter into a contract with the City.

## **APPENDIX A SCOPE OF WORK**

Under direction of staff and with guidance from the Technical Advisory Group (TAG), the consultant team will perform the following services:

### **Community Engagement**

- Utilize partnerships with the community and other institutions to build capacity for equitable homeownership outcomes.
- Create opportunities for community engagement. Establish and sustain meaningful community engagement. Adjust community engagement strategies as needed.

### **Methodology and Analysis**

- Define indicators of barriers to homeownership housing options
- Identify criteria for selecting sources of information and develop processes as needed for new data collection and analysis that are specific to project objectives.
- Establish means to synthesize qualitative and quantitative findings and produce an assessment of the existence of disparities.
- Determine whether there are particular locations where disparities are most pronounced.
- Conduct a comparative evaluation of potential actions by the City to eliminate inequities and advance equity.
- Establish performance measures that can be applied to track the effectiveness of future actions by the City and progress toward achieving equity in housing options for Tacoma residents.

### **Data Collection**

- Compile the results of preceding studies completed by the City and other partners; including but not limited to the 2020-24 Consolidated Plan, 2020 Analysis of Impediments to Fair Housing, City of Tacoma Affordable Housing Action Strategy, and the 2018 SPARC Report.
- Collect anecdotal evidence through surveys, focus groups, listening sessions, interviews or other qualitative methodologies to document any disparities observed.
- Collect additional quantitative data where needed.
- Summarize data by race and ethnicity corresponding to:
  - the rate at which Tacoma households experience barriers to housing (or housing instability, or housing cost burden);
  - the homeownership rate for Tacoma households;
  - the rate that Tacoma households access and benefit from city-funded homeownership housing programs;
  - measurable outcomes of city-funded housing programs.

### **Reporting and Final Work Product**

The consultant should plan to report on project milestones and engage in dialogue at meetings which may include updates to the Technical Advisory Group (TAG), Tacoma Community Redevelopment Authority (TCRA) meetings, City Council meetings and other public forums at regular intervals during the scope of work.



The final work product will be a comprehensive report that incorporates explanation of methodology, assumptions, data analysis, findings, conclusions and recommendations.

Reporting may be sequenced as follows:

- Introduction: to report on objectives and methodology.
- Project progress: to report on results of the initial analyses and gather feedback to help identify additional analysis to be conducted.
- Completion: to deliver and present the final work product.

The scope of work will include production of graphics to be used in presentations and incorporated in reports. Reports will be delivered in both hard copy and electronic form.

All data collected will be the exclusive property of the City of Tacoma and available to the public under Public Records Law.

## **OVERALL PROJECT SCHEDULE (subject to change)**

The deadline for the completion of the final report is expected to be July 2021. The consultant will manage tasks and timeline including coordination with City staff on project schedule, meetings and deadlines. The consultant will submit progress reports to staff regularly during the contract term.

### **A. Overall Project Schedule (subject to change)**

#### 1. March 2021

- 1.1. Initiate stakeholder outreach - present objectives
- 1.2. Compile existing data
- 1.3. Develop methodology

#### 2. April 2020

- 2.1. Collect additional quantitative and qualitative data
- 2.2. Complete initial analysis
- 2.3. Present initial analysis to stakeholders and collect feedback

#### 3. May –June 2021

- 3.1. Complete final data analysis and establish research findings.
- 3.2. Produce an inventory of alternative actions to be taken by the City and develop performance metrics to evaluate outcomes of actions.
- 3.3. Conduct a comparative evaluation of potential actions

#### 4. June- July 2021

- 4.1. Prepare and present draft of final report to staff
- 4.2. Prepare and present final report to stakeholders, including City Council.

**APPENDIX B**  
**RESOLUTION 40622 & RESOLUTION 40697**

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## RESOLUTION NO. 40622

1 BY REQUEST OF MAYOR WOODARDS

2 A RESOLUTION affirming the City Council's dedication and commitment to  
3 comprehensive and sustained transformation of all of the institutions,  
4 systems, policies, practices, and contracts impacted by systemic racism,  
with initial priority being given to policing in the City of Tacoma.

5 WHEREAS our nation was founded on systems of racism and slave labor,  
6 beginning in 1619 when the first slaves are known to have been brought to the  
7 British colony of Jamestown, Virginia, and

8 WHEREAS the abolishment of slavery did not end racism nor the  
9 dehumanization and disparate treatment of Black Americans, and instead, new  
10 systems of control and oppression were put in place, institutionalizing racism in  
11 both the nation's systems and our cultural norms, and

12 WHEREAS the United States has engaged in more than 150 years of work  
13 to reform societal structures and restore civil rights and social justice, yet full equity  
14 has not been achieved, and

15 WHEREAS, over the course of modern history, high-profile cases across  
16 the nation and in Tacoma have repeatedly raised questions regarding the impacts  
17 of implicit bias and systemic racism in institutions across all sectors, including  
18 policing, and have led to calls for increased transparency and communications  
19 from police agencies and the government bodies that oversee them and other  
20 public services, and

21 WHEREAS, on February 20, 2007, at the recommendation of the City's  
22 Human Rights Commission and pursuant to Ordinance No. 27589, the City  
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Council adopted TMC 1.06.075.B.1, creating and clarifying the role of a Citizen Review Panel, which is currently known as the Citizen Police Advisory Committee (“CPAC”), and

WHEREAS CPAC is a policy-focused board whose role is to ensure transparency and accountability in the way that the City of Tacoma Police Department (“TPD”) operates, and

WHEREAS CPAC’s duties and responsibilities include reviewing police policy at the request of the City Council or City Manager, and providing community outreach and education through public hearings and committee efforts, and

WHEREAS the Equity and Empowerment framework, adopted by the City Council in 2014, makes equity a consistent guiding principle across the City of Tacoma and calls out specific goals to guide the City’s operational and policy decisions, including a commitment to equity in policy making, and

WHEREAS, in January 2015, the City established an Office of Equity and Human Rights, with a mission to achieve equity in City service delivery, decision-making and community engagement by identifying and eliminating the underlying drivers within our community that perpetuate racial inequity and provide opportunity and advancement for all, and

WHEREAS, in 2015, Project PEACE was generated in response to community concerns about nationwide police-related conflicts to build trust, relationships, and understanding between community members and law enforcement officers in the Tacoma area, and



1 WHEREAS, through the work of Project PEACE, more than 800 community  
2 members, police officers and City staff took part in six community-wide  
3 conversations, resulting in a 2016 report which identified recommendations under  
4 11 categories, and is work which continues today, and

5 WHEREAS, on March 4, 2020, Mayor Woodards launched the  
6 Compassionate Tacoma initiative, which calls on all leaders, businesses, and  
7 residents to commit to making Tacoma a more welcoming, connected, resilient,  
8 and vibrant community by listening and serving others with love, and

9 WHEREAS City Council Members have publicly expressed their support of  
10 this initiative, and its core values provide a foundation for how the City can engage  
11 in the work of ensuring equity and justice, and

12 WHEREAS, through past engagements such as the work done by Project  
13 PEACE and grassroots violence prevention efforts, community members have  
14 demonstrated their desire and ability to engage with compassion in difficult  
15 conversations in order to gain understanding and effect lasting change that  
16 increases equitable outcomes, and

17 WHEREAS, on March 13, 2020, the City Manager and the Mayor of  
18 Tacoma, pursuant to Chapter 1.10 of the Tacoma Municipal Code and  
19 Chapter 38.52 of the Revised Code of Washington, proclaimed that an emergency  
20 exists caused by COVID-19 ("Proclamation") in the City of Tacoma, and confirmed  
21 by the City Council on March 17, 2020, and

22 WHEREAS COVID-19 has shined a light on the deep need for more  
23 equitable systems, as "Long-standing systemic health and social inequities have  
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put some members of racial and ethnic minority groups at increased risk of getting  
1 COVID-19 or experiencing severe illness, regardless of age;<sup>1</sup> and

2 WHEREAS worldwide demonstrations on systemic racism and brutality in  
3 policing renewed after the killings of Ahmaud Arbery, an unarmed Black man living  
4 in Glynn County, Georgia, on February 23, 2020; of Breonna Taylor, an unarmed  
5 Black woman living in Louisville, Kentucky on March 13, 2020; and of George  
6 Floyd, an unarmed Black man in living in Minneapolis, Minnesota, on May 25,  
7 2020, and  
8

9 WHEREAS Manuel Ellis, a 33-year old Black father, brother and son, died  
10 in Tacoma Police custody on March 3, 2020, and the Tacoma News Tribune  
11 published on June 3rd that the Pierce County medical examiner's report  
12 concluded that Mr. Ellis's death was by homicide and that the cause was from a  
13 lack of oxygen due to physical restraint, and  
14

15 WHEREAS increasing community demands for reforms have been seen at  
16 an unprecedented scale, with daily, peaceful demonstrations across the City of up  
17 to 10,000 people calling for equitable justice and other reforms that would ensure  
18 that residents of every race and in every geographic area of the City may have  
19 equal access to those conditions which create a sense of safety, and  
20

21 WHEREAS, these losses of life, as well as the countless others lost to the  
22 impacts of systemic racism on public health and safety, are evidence of the limited  
23 impacts made by reform efforts, not only in Tacoma, but across the nation, and  
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<sup>1</sup> <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/racial-ethnic-minorities.html>



1 WHEREAS disparities by race continue to be seen across the nation and in  
2 Tacoma in almost every measure of human health and wellbeing, including  
3 perceptions of safety, incarceration and arrest rates, risk of death from homicide,  
4 annual income, net worth, access to education, and key indicators of public health,  
5 such as maternal and infant mortality, heart disease, and diabetes, and

6 WHEREAS we, as a City, mourn every loss of life, and

7 WHEREAS the institutions and systems formed to protect human life,  
8 health, and wellbeing have failed to do so equitably, despite more than 150 years  
9 of work to reform societal structures and restore civil rights and social justice, and  
10

11 WHEREAS the Tacoma Mayor and City Council acknowledged the failure of  
12 reform efforts to result in equitable outcomes at the June 23, 2020, Committee of  
13 the Whole meeting, described the inequitable current state as unacceptable, and  
14 thereby called for a need to transform all of the institutions, systems, policies, and  
15 practices impacted by systemic racism, with initial priority placed on policing in the  
16 City of Tacoma, and  
17

18 WHEREAS the City acknowledges that the challenges of dismantling more  
19 than 400 years of systemic racism to ensure measurable improvements in the  
20 equitable health and wellbeing of all members of the community is an adaptive  
21 leadership challenge that will require a radical reimagining of institutions and an  
22 innovative and collaborative response, and  
23

24 WHEREAS, at the June 23, 2020, Committee of the Whole meeting, the  
25 Mayor and City Council discussion acknowledged a need for this transformation to  
26 begin with creating a shared community understanding of what it means to feel



safe, and acknowledged that the conditions that create a sense of safety may be  
1 vastly different for various members of our community, and

2 WHEREAS institutions and systems of the United States, including local  
3 governments, have been operating under the influence of racism for centuries, and  
4 we, as the City of Tacoma, should not endeavor to transform our systems without  
5 first listening to the voices of those which have been marginalized, silenced, or  
6 ignored, nor without incorporating the advice of experts in the field of reform and  
7

8 WHEREAS, at the June 23, 2020, Committee of the Whole meeting, the  
9 Mayor and City Council highlighted a need for this work to be community-led,  
10 driven by the best practices of reform as defined by national experts, informed by  
11 the foundational work of CPAC and Project PEACE, and that it should engage  
12 local leaders in this work, including members of the CPAC and Project PEACE  
13 Executive Board, and  
14

15 WHEREAS collective efforts are required for collective change, and to  
16 effectively address the root causes of racial inequity named by the Mayor and City  
17 Council members at the June 23, 2020, Committee of the Whole meeting,  
18 including education, poverty, housing, mental health, economic opportunity and  
19 more, a need was expressed to engage and collaborate with all organizations  
20 across all sectors in the work of transformation, and  
21

22 WHEREAS community members serving at all levels in business, faith  
23 organizations, education, environment, public health, utilities, libraries, housing,  
24 social services, government, police services, and more have acknowledged the  
25  
26





inequities perpetuated by racial injustice and expressed their commitment to  
1 transformative change, and

2 WHEREAS leaders across many of these sectors have specifically  
3 committed to reimagining community safety, looking at innovative ways that safety  
4 could be enhanced, convening conversations on how each agency has a role and  
5 can support behavioral health, establishing social service programs that are both  
6 preventative and serve acute needs, and creating opportunities to rethink safety in  
7 schools, libraries, parks, and other public spaces, and

8  
9 WHEREAS to successfully change systems, we must engage with a deep  
10 understanding of the needs they serve and their policies, practices, contracts, and  
11 administration, and

12  
13 WHEREAS the TPD performs many necessary public safety services within  
14 our community that add to quality of life in Tacoma, and they have had an active  
15 role in community conversations and work related to justice and reform, and

16  
17 WHEREAS effectively transforming our systems of policing will require a  
18 process that engages with personnel at every level of the TPD to assess our  
19 current state, ensures that staffing models provide the ability for officers to both  
20 protect and serve through authentic and community-oriented policing, and looks for  
21 ways that we can innovate and assist police officers on the front line by identifying  
22 alternate models for engaging with emergency calls for service related to societal  
23 issues outside of police officers' core training, such as homelessness and mental  
24 health crises, and  
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1 WHEREAS transformation cannot be done effectively through policy alone,  
2 but also requires hiring, training, and accountability systems that align to ensure  
3 just outcomes, and

4 WHEREAS an unprecedented act of transformation is an adaptive  
5 leadership challenge, where learning is required in each stage of defining the  
6 problem, seeking a solution, and working to implement the solutions generated,<sup>2</sup>  
7 and

8 WHEREAS this will require all involved to learn, change, and grow  
9 throughout the process, and potentially require those involved or impacted to,  
10 "give up things they hold dear: daily habits, loyalties, ways of thinking,"<sup>3</sup> and

11 WHEREAS creating and implementing in an innovative model of  
12 collaboration and community engagement that is effective, authentic, and  
13 transparent will require substantive resources and time, the scale of which are  
14 currently undetermined, and

15  
16  
17 WHEREAS the City acknowledges that it is undertaking this historic work of  
18 sustained and comprehensive transformation concurrently with the unprecedented  
19 challenges of COVID-19 on public and economic health, and

20 WHEREAS, while acknowledging these challenges, at the June 23, 2020,  
21 Committee of the Whole meeting, the Mayor and City Council expressed an  
22 aspiration to create an effective model of transformation, tailored to the specific  
23 needs of the Tacoma community, that could set a standard for the nation, and  
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<sup>2</sup> Heifetz, Ronald A. *Leadership without Easy Answers*, 1994, p. 76.

<sup>3</sup> <https://hbr.org/2002/06/a-survival-guide-for-leaders>



1 WHEREAS state and federal government elected leaders and the agencies  
2 they oversee are responsible for enacting legislation, allocating funding, and  
3 establishing administrative procedures that can have either disparate or anti-racist  
4 impacts, and

5 WHEREAS Washington State and the United States government are  
6 currently taking action on funding, legislation, policies, and legislative procedures  
7 that address justice and accountability in policing, and these actions will certainly  
8 impact residents of the City of Tacoma, and

9 WHEREAS the Mayor and City Council hereby affirm their dedication and  
10 commit to comprehensive and sustained transformation of all of the institutions,  
11 systems, policies, practices, and contracts impacted by systemic racism, with initial  
12 priority being given to policing in the City of Tacoma, and

13 WHEREAS the Mayor and City Council commit to a comprehensive  
14 transformation process that will establish new practices based on community and  
15 expert opinion, as well as past reform efforts, centering the voices of those most  
16 impacted by systemic racism; Now, Therefore,

17  
18  
19 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

20 Section 1. That the City Manager is hereby directed to keep anti-racism as  
21 a top priority in the process of budget development and prioritize anti-racism in the  
22 planning of an economic recovery strategy following COVID-19.

23  
24 Section 2. That the City Manager is hereby directed to prioritize anti-racism  
25 in the evaluation of new policies and programs, as well as the sustained and  
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comprehensive transformation of existing services, with initial priority being given to policing.

Section 3. That the City Manager is hereby directed to assess the current state of systems in place at the Tacoma Police Department in consultation with police reform experts, and give specific attention to how current policies and existing studies, agency composition, hiring, promotions, staffing levels, training, and accountability systems align to create just outcomes and use this assessment as a foundation for the work of comprehensive transformation.

Section 4. That the City Manager is hereby directed to actively seek and implement interim administrative changes and process improvements that can legally be taken immediately to improve transparency and accountability in policing.

Section 5. That the City Manager is hereby directed to work with the Mayor and City Council to build a legislative platform at the local, state, and



1 federal levels that works to transform institutions impacted by systemic racism  
2 for the greater equity and wellbeing of all residents of Tacoma, Washington  
3 State, and the United States.  
4

5 Adopted JUN 30 2020

6  
7 *W. Woodards*  
8 Mayor

8 Attest:

9  
10 *Doris Sarum*  
11 City Clerk

12 Approved as to form:

13 *William Foshe*  
14 City Attorney

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## RESOLUTION NO. 40697

1 BY REQUEST OF MAYOR WOODARDS, DEPUTY MAYOR BLOCKER, AND  
2 COUNCIL MEMBERS USHKA AND WALKER

3 A RESOLUTION directing the City Manager to use the Down Payment and  
4 Foreclosure Assistance disparity study funded in the proposed 2021–2022  
5 Biennial Budget to identify disparities caused by historic racism or  
6 displacement caused by gentrification that resulted in disproportionate  
7 homeownership and the inaccessibility of communities of color, and  
8 particularly Black communities, to build generational wealth, and to provide  
9 an update to the City Council within six months of this Resolution; and to  
10 bring recommendations to the City Council, no later than August 2021, to  
11 address identified disparities, including specific budget and policy  
12 recommendations on how to leverage the study results to increase Black  
13 homeownership in Tacoma, including the potential consideration of  
14 dedicating a percentage of all down payment assistance funds to Black  
15 residents in Tacoma.

16 WHEREAS, in June 2020, the City Council adopted Resolution No. 40622,  
17 formally acknowledging that the City’s existing systems have not adequately  
18 served the needs of everyone in our community and, in particular, have not  
19 adequately served the needs of Black community members and other community  
20 members of color, and further affirmed the City’s commitment to improving existing  
21 systems for all community members, and

22 WHEREAS systemic racism is deeply rooted in our nation’s housing market;  
23 redlining and other forms of housing discrimination, going back to slavery, have  
24 laid the foundation for a deeply unequal housing experience, and

25 WHEREAS owning a home can increase a family’s financial security, but  
26 Black people and other people of color significantly lag behind white people in  
homeownership rates, a major factor contributing to the racial wealth gap, and



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WHEREAS the homeownership gap remains as wide today as it was at the dawn of the 20th century; nationally, nearly 75 percent of white households own their homes, compared with just 44 percent of Black households, and

WHEREAS the City lags behind national numbers for home ownership, with an estimated 50.78 percent of its population owning a home, and there are huge disparities in which residents own the homes they live in, and

WHEREAS state and federal law limit how the City can target its programs based on race and ethnicity; however, the City has administered a race-neutral down payment assistance (“DPA”) program, and

WHEREAS, in the 2021-2022 Biennial Budget, the Community and Economic Development Department (“CEDD”) will expand and focus the City’s Down Payment Assistance Program by developing and implementing a marketing strategy focused on creating wealth-building opportunities among the City’s underserved populations, including Black, Indigenous, and People of Color (“BIPOC”) households, and

WHEREAS CEDD will conduct a Down Payment and Foreclosure Assistance disparity study funded through Affordable Housing Trust Fund, to be completed in 2021, to determine whether its race-neutral programs are sufficient in addressing the impacts of racism on housing in Tacoma and to determine if the City meets legal requirements to create more specifically anti-racist programming, and

WHEREAS it is imperative that the City does more than study this issue, and commits to taking action on the information gathered in this research, and



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WHEREAS the City Manager is directed to use the disparity study to identify disparities caused by historic racism resulting in disproportionate homeownership and the inaccessibility of communities of color, and particularly Black communities, to build generational wealth, and to provide an update and recommendations to the City Council on how the City can redesign its housing programs to address historic inequities creating financial racial disparities in the City of Tacoma; Now, Therefore,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:**

Section 1. That the City Manager is hereby directed to use the Down Payment and Foreclosure Assistance disparity study funded in the proposed 2021-2022 Biennial Budget to identify disparities caused by historic racism or displacement caused by gentrification that resulted in disproportionate homeownership and the inaccessibility of communities of color, and particularly Black communities, to build generational wealth, and to provide an update to the City Council within six months of this Resolution.

Section 2. That the City Manager is further directed to bring recommendations to the City Council, no later than August 2021, to address disparities identified by the study outlined in Section 1 above, to include specific budget and policy recommendations on how to leverage the results to increase Black homeownership in Tacoma, including the potential consideration of dedicating a percentage of all down payment assistance funds to Black residents in Tacoma.





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Section 3. While City administration and the Council may choose to action on certain reforms or interim changes, the City Manager shall provide the results of the study and any substantive proposed policy decisions to the Core Coordinating Team for the Heal the Heart of Tacoma Committee initiative for input on proposed policy in advance of or concurrent to bringing recommendations to City Council.

Adopted November 24, 2020

*W Woodards*  
Mayor

Attest:

*Doris Soum*  
City Clerk

Approved as to form:

*William Foshe*  
City Attorney

**APPENDIX C  
RFP PROPOSAL FORM  
SIGNATURE PAGE**

**CITY OF TACOMA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT**

All submittals must be executed by a duly authorized officer or representative of the bidding/proposing entity. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

**REQUEST FOR PROPOSALS**

**Analysis of Systemic Disparities in Achievable Housing Options -Technical Consultant**

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

**Non-Collusion Declaration**

*The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).*

\_\_\_\_\_  
Bidder/Proposer's Registered Name

\_\_\_\_\_  
Signature of Person Authorized to Enter  
Into Contracts for Bidder/Proposer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number/ Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
State Business License Number  
In WA, also known as Unified Business Identifier #

\_\_\_\_\_  
E.I. Number  
State Contractor's License Number  
(See Ch. 18.27, R.C.W.)

**APPENDIX D  
SAMPLE CONTRACT**

**PROFESSIONAL SERVICES CONTRACT  
(SUBJECT TO CHANGE)**

**SAMPLE  
PROFESSIONAL SERVICES CONTRACT**

**THIS CONTRACT**, made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, by and between the **CITY OF TACOMA**, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and Insert Name of Contractor, a Insert Business Entity Status (hereinafter referred to as "CONTRACTOR");

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

**1. Scope of Services/Work**

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit(s) \_\_\_\_\_ attached hereto and incorporated herein.
- B. Changes To Scope of Work. The CITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

**2. Term**

- A. All services shall be satisfactorily completed on or before \_\_\_\_\_, or as otherwise specified in Exhibit \_\_\_\_ and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

**3. Compensation and Payment**

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract as follows:

***Check ONLY one:***

- On the basis of Time and Materials according to the rates and charges set forth in Exhibit
- In accordance with Exhibit
- At the rate of \$            per hour.

**B.** The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$            without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

**C.** The CONTRACTOR shall submit monthly invoices for services completed and/or deliverables furnished during the previous month. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.

**D.** Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

**E.** The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

**F.** All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

**G.** In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

#### **4. Independent Contractor Status**

**A.** The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.

**B.** The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

#### **5. Professional Services Warranty**

- A. The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in Exhibit(s) \_\_\_\_\_. Additional warranties, if any, for incidental product deliverables hereunder are set forth in Exhibit \_\_\_\_ <<or in Section 1.A.(2) above>>.
- B. In the performance of services under this Contract, the CONTRACTOR and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.
- C. If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

## 6. Contract Administration and Right to Audit

- A. The Insert Dept/Division/Engineer/City Contact for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.
- B. The CONTRACTOR shall, at such times and in such form as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C. Personnel. If before, during, or after the execution of this Contract, the CONTRACTOR has represented or represents to the CITY that certain personnel would or will be responsible for performing services pursuant to this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

## 7. Right to Audit

- A. During the Term of this Contract, and for six (6) years thereafter, the CITY shall have the right to inspect and audit during normal business hours all pertinent books and records of the CONTRACTOR and/or any sub-contractor or agent of CONTRACTOR that performed services or furnished deliverables in connection with or related to the Scope of Work hereunder as reasonably needed by CITY to assess performance, compliance and/or quality assurance under this Contract. CONTRACTOR shall, upon \_\_\_\_\_ days (three business days if not filled in) of receipt of written request for such inspection and audit from CITY, provide the CITY with, or permit CITY to make, a copy of any work-related books, accounts, records and documents, in whole or in part, as specified in such request. Said inspection and audit shall occur in Pierce County, Washington or such other reasonable location as the CITY selects. The CITY shall pay the cost of any inspection audit requested hereunder, provided, that if an inspection audit in accordance with the foregoing provisions discloses overpricing or overcharges (of any nature) by the CONTRACTOR to the CITY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to CITY by CONTRACTOR. Any adjustments and/or payments that must be made as a result of any audit and inspection hereunder shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of CITY's findings to CONTRACTOR.

- B. CONTRACTOR shall ensure that the foregoing inspection, audit and copying rights of the CITY are a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform the Scope of Work under this Contract.

**8. Notices**

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	CONTRACTOR
Name and Address	Name and Address
Phone	Phone
Facsimile	Facsimile
E-mail	E-mail

**9. Termination and Suspension**

- A. The CITY may terminate this Contract at any time, with or without cause, by giving \_\_\_\_\_ days (ten business days if left blank) written notice to CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- B. The CITY may suspend this Contract, at its sole discretion, upon \_\_\_\_\_ days (seven business days if left blank) written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.
- C. Termination or suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

**10. Taxes, Licenses and Permits**

- A. The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from such costs, including attorney's fees.
- B. In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY

to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the CONTRACTOR's total compensation.

- C. The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

## **11. Indemnification**

- A. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.
- C. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

## **12. Insurance**

During the course and performance of the services herein specified, CONTRACTOR will maintain the following insurance coverage:

- A. Workers' Compensation and employer's liability --statutory limits.
- B. Commercial General Liability --\$1,000,000 single limit combined for personal injury, property damage; \$2,000,000 aggregate.
- C. Automobile public liability and property damage--\$1,000,000 single limit combined for bodily injury and property damage.
- D. Professional liability or errors and omissions --\$1,000,000 combined single limit for errors and omissions resulting in monetary loss normally covered by professional liability insurance.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without 30 days' written notice given to the CITY. The commercial general liability policy shall be on an occurrence basis and shall include an endorsement naming the CITY as an additional insured and stating that coverage under such policy is primary over and non-contributory with any insurance the CITY may maintain.

### **13. Nondiscrimination**

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

### **14. Conflict of Interest**

No officer, employee or agent of the CITY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

### **15. City ownership of Work/Rights in Data and Publications:**

- A.** To the extent that CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out, the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract
  
- B.** The CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

### **16. Public Disclosure**

- A.** This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose



this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. Should CITY receive a request for disclosure, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release, and to cooperate with any legal action which may be initiated by CONTRACTOR to enjoin or otherwise prevent such release, provided that all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure, and further provided that CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

- B. If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

## **17. Duty of Confidentiality**

- A. CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the CITY.
- B. Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.
- C. The CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require its all individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.
- D. The CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles, without the prior written approval of the CITY. Any and all news releases, professional articles, marketing, advertising, publicity, or other commercial activities that describe or discuss the Project shall be reviewed and approved by the CITY prior to publication, disclosure and/or distribution. The CONTRACTOR may submit for review and approval a generic Project Abstracts describing the component parts of the Project. After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.
- E. This Section shall survive for six (6) years after the termination or expiration of this Contract.
- F. CONTRACTOR shall ensure that the text of this section is included in each subcontractor's Contract for work on the Project.

## 18. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

## 19. Miscellaneous Provisions

- A. Governing Law and Venue. Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.
- B. Assignment. The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.
- C. No Third Party Beneficiaries. This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.
- E. Severability and Survival. If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.
- F. Entire Agreement. This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.
- G. Modification. No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- H. Authority to enter into this Contract. The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Contractor. **IN WITNESS WHEREOF** the parties hereto have accepted and executed this Contract as of the day and year first written above.

**Tacoma Community Redevelopment Authority**

**INSERT NAME OF CONTRACTOR**

\_\_\_\_\_  
Administrator

Approved:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Name:

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

\_\_\_\_\_  
Address:  
  
\_\_\_\_\_

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Tax

\_\_\_\_\_  
ID:  
  
\_\_\_\_\_

**APPENDIX E  
INSURANCE CERTIFICATE REQUIREMENTS**

Please furnish the Community Economic Development Dept., Housing Division with a Certificate of Insurance with the following liability limits based on the contract amount:

**CONTRACT AMOUNT**

\$ 25,000 and Under  
\$500,000 and Under  
Over \$500,000

**LIABILITY LIMITS**

\$500,000 Combined Single Limit  
\$1,000,000 Per Occurrence / \$2,000,000 Aggregate  
\$5,000,000 Total Coverage

A. Umbrella excess liability may be used to reach the limits stated above. Coverage must include:

1. Comprehensive General Liability
2. Automobile Liability - Hired and Non-Owned
3. Contractual Coverage
4. Broad Form Property Damage
5. Underground Explosion and Collapse Hazard (if necessary by the nature of the work)
6. Any additional coverage specifically required by the CITY specification

B. The following general requirements apply:

1. Insurance carrier must be authorized to do business in the State of Washington.
2. Coverage must include personal injury, protective, and employer liability.
3. Contractor must provide with the certificate (a) evidence of the amount of any deductible or self-insured retention under the policy, and (b) policy endorsement(s) that verify compliance with the additional insured and the primary/non-contributory requirements specified in Section C. 1 and C. 2. below.
4. It is the contractor's responsibility to keep an up-to-date Certificate of Insurance on file with the Tacoma Community Redevelopment Authority throughout the contract.
5. Contractor's insurance must be primary and non-contributory over any insurance the CITY may maintain, that is, any such CITY insurance shall be excess to limits stated in the certificate.

C. The following statements are required on the Certificate of Insurance:

1. "The City of Tacoma (City) is named as an additional insured" ("as respects a specific contract" or "for any and all work performed with the CITY" may be included in this statement).
2. "This insurance is primary and non-contributory over any insurance or self-insurance the CITY may have" ("as respects a specific contract" or "for any and all work performed with the CITY" may be included in this statement).
3. "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor

to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out. **See example below.**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The below listed certificated holder is added as additional insured as respects any and all work performed with the City of Tacoma( City) (or as respects project). This insurance is primary over any insurance or self-insurance the CITY may have for any and all work performed with the CITY (or as respects project).

**CERTIFICATE HOLDER** ADDITIONAL INSURED; INSURER LETTER: **CANCELLATION**

Tacoma Community Redevelopment Authority 747 Market Street, Room 900  
TACOMA, WA 98402

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the company, its agents or representatives."

**APPENDIX F**  
**SMALL BUSINESS ENTERPRISE (SBE) PROGRAM QUESTIONNAIRE**

Please answer the questions below:

A. Is your firm a certified City of Tacoma SBE firm?

   YES    NO

B. Is your firm partnering with a certified City of Tacoma SBE firm(s)?

   YES    NO

C. Is your firm a minority/woman owned firm certified with the Washington State Office of Minority and Women's Business Enterprise (M/WBE)?

   YES    NO

D. Is your firm partnering with a minority/woman owned firm certified with the Washington State Office of Minority and Women's Business Enterprise (M/WBE)?

   YES    NO