

## SEQUIM CITY COUNCIL AGENDA COVER SHEET

**MEETING DATE:** December 10, 2018

**FROM:** Jason Loihle, Management Analyst

JSL  
initials

**SUBJECT/ISSUE:** Interlocal Agreement for Criminal Justice and Legal Services Study

Discussion dates	9/10/18			
<b>CATEGORY</b>	<input type="checkbox"/> City Manager Report	<input type="checkbox"/> Information Only	Time Needed for Presentation	
	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Consent Agenda	15	
	<input checked="" type="checkbox"/> Other Business			
Reviewed by		Initials	Date	
Charlie Bush, City Manager		CPB	11/28/18	
Kristina Nelson-Gross, City Attorney		KNG	12/4/18	
Sheri Crain, Police Chief		SLC	12/03/18	
Karen Kuznek-Reese, City Clerk		KKR	12/5/18	

**PROBLEM/ISSUE STATEMENT:**

To complete a joint criminal justice system efficiency study that includes the City of Sequim, City of Port Angeles and Clallam County, all three entities must approve an interlocal agreement. The study was agreed upon earlier in the fall to avoid a dispute over termination of our criminal justice interlocal agreements with Clallam County.

**LIST OF ATTACHMENTS:**

1. CJL Study ILA 12.10.2018
2. RFQ for Criminal Justice Study

**DISCUSSION/ANALYSIS:**

To promote cost containment, predictability, and operating efficiencies, Clallam County, the City of Port Angeles, and the City of Sequim entered into Interlocal Agreements for the provision of criminal justice services in January 2016. Pursuant to these agreements, Clallam County is responsible for providing all work, functions, duties, prosecution, adjudication, indigent defense, sentencing, and incarceration for City of Port Angeles and City of Sequim misdemeanants. In addition, the County is responsible for providing criminal justice services related to all felonies and juvenile prosecutions that occur within the County and the misdemeanor/gross misdemeanor offenses that occur within the unincorporated areas of Clallam County.

Since the consolidation of criminal justice services in 2016, Clallam County, the City of Sequim, and the City of Port Angeles (“Participants”) have had several roundtable discussions regarding the economic efficiencies and operational costs of this arrangement. In June 2018, the Clallam County Commissioners had joint meetings with the Port Angeles and the Sequim City Councils, requesting an amendment to the agreement to address forecasted increased public defense costs. In July 2018, Clallam County sent termination letters to both cities, terminating the interlocal agreements unless they could be revised to accommodate the additional projected costs. Later in the summer and into the fall, the parties met. Clallam County verbally agreed to rescind its termination letter and the parties agreed to do an efficiencies study of the system while waiting for more data regarding anticipated public defense cost increases. This discussion occurred with the Sequim City Council on September 10, 2018. The agreement will be in force through December 31, 2019 with the intent of having the study completed in time to allow for possible budget adjustments for the 2020 budgets of each of the parties. Under the best possible scenario, efficiencies discovered in the study would offset or exceed increases to public defense expenses.

The efficiencies study is meant to better assess the status of the criminal justice services provided under the Interlocal Agreements, and to analyze how those services might be provided. The Participants recommend hiring an independent professional consultant to conduct a study of the criminal justice system as it currently exists and operates due to limited staff time and expertise in this area between them. This agreement is necessary so that the study can be completed by the Participants in partnership.

The Consultant services are sought to provide assessment of, and recommendations for:

1. Levels of service for each of the service areas.
2. Costs and revenues for each of the service areas.
3. Identification of alternative methods of criminal justice and legal service delivery that can realize service improvements, new efficiencies, and long-term financial sustainability.
4. Analysis of cost increases in the criminal justice system over the past 5 years, and the various factors that have contributed, or will contribute, to those increases.

The City of Port Angeles would serve as the fiscal agent for the agreement, billing the other parties their share of the expenses.

A steering committee, with two representatives from each of the parties, will provide direction to the consultant throughout the study.

All three organization’s elected bodies will receive a briefing once the study is complete and will be asked to accept the study’s findings. The findings are expected to form a road map for future improvements to the system and initial savings might offset expected increases in public defense costs.

The City of Port Angeles and Clallam County will consider this agreement in December. To stay on the agreed upon timeline, it is essential that all three parties approve this agreement in December so that Port Angeles can issue the attached request for qualifications and the steering committee can begin the process of consultant selection. We are asking for action this evening, as this is our last meeting of the year.

**FINANCIAL IMPLICATIONS:**

The Cities of Sequim, Port Angeles, and the County of Clallam will evenly fund the project which is not to exceed \$90,000. Each entity's contribution will not exceed \$30,000. This study is expected to provide cost savings for the service areas assessed and to better inform the parties for future discussions. We have set aside funding for this study in the budget.

**RECOMMENDATION:**

Staff from the Participant agencies, including the City of Sequim, recommend moving forward with the study by approving this interlocal agreement.

**MOTION:** I move to authorize the City Manager to sign the Criminal Justice and Legal Services Level of Service and Efficiency Study Interlocal Agreement.

## INTERLOCAL AGREEMENT

### BETWEEN THE CITIES OF SEQUIM, PORT ANGELES AND CLALLAM COUNTY REGARDING CRIMINAL JUSTICE AND LEGAL SERVICES LEVEL OF SERVICE AND EFFICIENCY STUDY

#### **Preamble.**

The Parties, comprising of the cities of Sequim and Port Angeles and Clallam County, (Participants), wish to enter into this interlocal agreement (Agreement) as authorized under RCW 39.34 for the purposes set forth. This Agreement is effective as of December 1, 2018. All entities are duly organized and operating under and by virtue of the laws of the State of Washington.

NOW, THEREFORE, in consideration of the terms, conditions, covenants stated and the performance to be rendered, the Participants agree as follows:

#### **Section 1. Purpose and Authority.**

This Agreement is based upon the authority of RCW 39.34.030, which allows for public agencies to cooperate and jointly exercise their powers in ways that provide the most efficient use of resources. The Participants agree that this Agreement should be liberally construed to effectuate the purpose of this Agreement, which is to conduct a Criminal Justice and Legal Services Level of Service and Efficiency Study (CJL Study). The purpose of this Study is to better assess the current status of the criminal justice services being provided under the Interlocal Agreements that became effective as of January 1, 2016, to analyze how those services might be provided more efficiently, and to quantify the costs of running District Court 1 including the related prosecuting attorney and public defense costs with appropriate amounts for overhead costs including (but not limited to) facilities, information, technology, insurance, and accounting support. The Participants have agreed to hire an independent professional consultant to conduct a study of the criminal justice system as it currently exists and operates and will include a review of the following service areas:

1. Jail
2. District/Municipal Court
3. Legal
  - a. Prosecution
  - b. Public defense
4. Alternative Programs
  - a. Diversion
  - b. Electronic Home Monitoring
  - c. Community Service
  - d. Therapeutic courts.

#### **Section 2. Scope of Agreement.**

A professional services agreement between the Participants and the selected consultant will specify the contractually-required scope of work and methodologies. The selected consultant will be asked

to review and provide recommendations on the scope of the Study. While recognizing that the contractual scope of work may change, the anticipated scope of work should include the following elements:

**Jail Program Areas -**

- Administration
- Court security
- Jail programming; counseling, recreation, canteen, visitation, etc.
- Detention, long-term (31 days – 1 year); adequacy of detention facility to support
- Detention, short term (up to 30 days)
- Meals/nutrition
- Medical care of prisoners
- Prisoner transport
- Property management
- Contract housing programs; internal and external

Alternatives to pre- and post-conviction incarceration; electronic home monitoring, and Community service

**Court Program Areas -**

- Administration
- Criminal Case Processing
- Infraction Case Processing
- Probation
- Judicial services
- Photo Enforcement Case Processing

**Legal Program Areas -**

Prosecutor:

- Legislation, contracts and agreements, human resources, etc.
- Representation of the City in meetings, appeals, claims, suits, etc.

Public Defense:

- Legal representation of indigent criminal defendants.
- Coordination with special/other legal counsel

1. The consultant will conduct an impartial, third-party, data-driven review of all study areas, and rely upon evidence-based practices to devise and evaluate short-term and long-term alternatives that advance the Clallam County criminal justice system and its fiscal sustainability.
2. The consultant will conduct a preliminary analysis of each program of each service area by reviewing available data provided by the Participants, and by gathering technical information from outside sources.
3. The consultant shall present initial study results and recommendations to the Participants, along with recommendations for further, in-depth analysis of specific service areas or issues.

**Section 3. Cost sharing and Agency.**

1. The Participants will equally fund the project, the total cost of which is not to exceed \$90,000.
2. The City of Port Angeles will serve as the Participants' fiscal agent. The selected consultant will submit sufficiently detailed invoices to the City of Port Angeles on a monthly basis, who will pay the consultant. The City of Port Angeles will bring Change Orders or other billing questions to the Steering Committee for review before paying the consultant. The City of Port Angeles will then submit monthly invoices to the City of Sequim and Clallam County with such invoices split evenly among the Participants.

**Section 4. Additional Terms and Conditions.**

Relationship of the Participants: No agent, official, employee, or representative of the Participants is an officer, employee, agent, or representative of the other for any purpose.

Duration and Termination:

1. This Agreement will be in force and effect on December 1, 2018 and remain in effect until December 31, 2019, or the Study is completed, or until terminated by any Participant as provided for in paragraph B below.
2. Any Participant may terminate this Agreement, prior to its expiration, by providing the other Participants at least 60 calendar days prior written notice. Such notice must state the grounds for the termination if termination is before the Study is complete.

Quarterly Review and Joint Board (Steering Committee): The terms and operations of this Agreement will be reviewed by the Steering Committee every three months unless otherwise agreed by Participants. The purpose of the review is to assure that the objectives of this Agreement are being met. The Steering Committee will be composed of the Sequim City Manager, the Port Angeles City Manager, and Clallam County Administrator or representatives thereof. This committee may be supported by staff from any Participant.

Indemnification:

1. No indemnification is provided by this Agreement. The Participants agree to bear their respective liability for any acts or omissions resulting under this Agreement, as those liabilities are determined under Washington State laws or any mutually approved settlement agreement.
2. To the fullest extent allowed by law, the Participants will be solely and entirely responsible for its acts/omissions and for the acts/omissions of its agents, officials, employees, or representatives.

Non-Payment and Other Defaults: In the event of any default hereunder, upon thirty (30) calendar days written notice by any Participant with regard to failure to make any payment required, and if the same is not cured within sixty (60) calendar days, then the requesting Participant is entitled,

without further notice or demand, to give notice of termination as set forth in Section 4 Duration and Termination, including any other remedy granted at law or in equity.

Property Acquisition and Disposition: This Agreement does not contemplate the joint acquisition of property by the Participants. At termination, each Participant will remain the sole owner of its own property.

Severability: If any provision of this Agreement is held to be in conflict with existing state statute or any future amendment thereof, such provisions are severable, and the remaining provisions of this Agreement remain in full force and effect.

Notice: Any notice required to be given by any Participant to the other will be deposited in the United States mail, postage prepaid, addressed:

To the City of Port Angeles at:  
City Manager  
321 E 5<sup>th</sup> St.  
Port Angeles, WA 98362

To Clallam County at:  
County Administrator  
223 East 4<sup>th</sup> St.

To the City of Sequim at:

To the City of Sequim at:  
City Manager  
152 West Cedar Street  
Sequim WA 98382

Or at such other address as any Participant may designate to the other in writing from time to time. All notices to be given with respect to this Agreement must be in writing. Every notice is deemed to have been given at the time it is deposited in the United States mails in the manner prescribed herein. Nothing contained herein will be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process. Nothing in this provision is intended to apply to informal communications that will occur among the Participants.

Construction of Agreement: In the event of a dispute between the Participants as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement will not be cause for this Agreement to be construed against any Participant nor in favor of any Participant.

Execution: This Agreement is executed by each Participant acting with authority granted, where required, by its governing body. This Agreement may be executed in counterpart originals. A copy of each such executed counterpart original will be delivered to each Participant upon that Participant's execution of a counterpart original.

Administration: This Agreement will be jointly administered by the Participants. This Agreement does not create any separate legal or administrative entity. However, nothing in this Agreement is intended to prevent or otherwise interfere with discussions or decisions that may be made by the Participants during the Quarterly Review. Further, the Participants understand and agree that there will be communication between the Participants to effectuate the terms of this Agreement.

Financing; Budget: This Agreement does not contemplate a joint budget.

Applicable Law and Venue: This Agreement will be governed by and construed in accordance with the laws of the State of Washington. The venue for any court action will be in Jefferson County in any court with jurisdiction.

Compliance with Other Law: The Participants will comply with all applicable state and federal law, including without limitation those regarding contracting, labor relations, minimum and prevailing wage, open public meetings, public records, ethics, and nondiscrimination.

Waivers: Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement are not a waiver of such, nor does any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

Files: All files and other documents maintained by the Fiscal Agent (City of Port Angeles) and/or the Steering committee relating to this Agreement or the services provided pursuant to this Agreement belong to that Participant. On request, such files will be made available for review by the other Participant through a duly authorized representative from either Participant during normal business hours.

Public Records Requests: Each Participant is responsible for timely and adequately responding to any requests for records addressed to it under the Public Records Act.

Challenges: The entry into this Agreement will not be construed to be a waiver or abandonment of any defense or claim either Participant may have against the other.

\_\_\_\_\_  
Date  
Chair, Clallam County Commissioner

\_\_\_\_\_  
Date  
Mayor, City of Sequim

\_\_\_\_\_  
Date  
Mayor, City of Port Angeles

\_\_\_\_\_  
Approved as to Form  
Port Angeles City Attorney

\_\_\_\_\_  
Approved as to Form  
Clallam County Deputy Prosecuting Attorney

\_\_\_\_\_  
Approved as to Form  
Sequim City Attorney

## Request for Qualifications

### ADVERTISED DATE:

**Title:** Criminal Justice and Law Study

**Due Date:** \_\_\_\_\_

Qualifications are hereby solicited to be received by:

City of Port Angeles  
321 E. 5<sup>th</sup> Street  
Port Angeles, WA 98362

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### 1. INTRODUCTION

#### 1(A) Background

Clallam County is located on the Olympic Peninsula just south of the Strait of Juan de Fuca. The County has a population of over 71,000 and a total area of 2,671 miles. Cities within Clallam County include Sequim, Forks, and its county seat - Port Angeles.

Clallam County offers court services and jail facilities for municipalities within its borders. Prior to 2016, Clallam County provided District Court services and jail facilities to the City of Port Angeles and City of Sequim through separate contracts. In addition, both cities contracted separately for indigent defense services. The costs of these services increased exponentially between 2008-2015.

In an effort to promote cost containment, predictability, and operating efficiencies, Clallam County, the City of Port Angeles, and the City of Sequim entered into Interlocal Agreements for the provision of criminal justice services effective January 2016. Pursuant to these agreements, Clallam County is responsible for providing all work, functions, duties, prosecution, adjudication, indigent defense, sentencing, and incarceration for City of Port Angeles and City of Sequim misdemeanants. In addition, the County is responsible for providing criminal justice services related to all felonies and juvenile prosecutions that occur within the County and the misdemeanor/gross misdemeanor offenses that occur within the unincorporated areas of Clallam County.

Since the consolidation of criminal justice services in 2016, Clallam County, the City of Sequim, and the City of Port Angeles (hereinafter referred to as “Criminal Justice Participants”) have had several roundtable discussions regarding the economic efficiencies and operational costs of this arrangement. In order to better assess the current status of the criminal justice services being provided under the Interlocal Agreements, and to analyze how those services might be provided more efficiently, the Criminal Justice Participants have agreed to hire an independent professional consultant to conduct a study of the criminal justice system as it currently exists and operates. The purpose of this RFQ is to seek qualified individuals and firms interested in performing these service.

The Consultant services are sought to provide assessment of, and recommendations for:

1. Levels of service for each of the service areas.
2. Costs and revenues for each of the service areas.
3. Identification of alternative methods of criminal justice and legal service delivery that can realize service improvements, new efficiencies, and long-term financial sustainability.
4. Analysis of cost increases in the criminal justice system over the past 10 years, and the various factors that have contributed, or will contribute, to those increases.

### **1(B) RFQ Purpose**

In response to this RFQ, the Criminal Justice Participants are seeking Statements of Qualifications (SOQ) from professional consultants or firms with expertise in the review and assessment of level of service and efficiency opportunities relating to criminal justice and legal services. The Criminal Justice and Legal Services Level of Service and Efficiency Study (CJL Study) will include a review of the following service areas:

1. Jail
2. District/Municipal Court
3. Legal
  - a. Prosecution
  - b. Public defense
4. Alternative Programs
  - a. Diversion
  - b. Electronic Home Monitoring
  - c. Community Service
  - d. Therapeutic courts.

### **Anticipated Scope of Work**

The following information regarding scope and methodology is provided to support and facilitate consultant responses aligned with this RFQ. A professional services agreement between the Criminal Justice Participants and the consultant will specify the contractually-required scope of work and methodologies. The selected consultant will be asked to review and provide recommendations on the scope of the study. While recognizing that the contractual scope of work may change, the anticipated scope of work will include the following elements:

1. The CJL Study may include a review of the following types of programs/services:

Jail Program Areas -

Administration	Meals/nutrition
Court security	Medical care of prisoners
Jail programming; counseling, recreation, canteen, visitation, etc.	Prisoner transport
Detention, long-term (31 days – 1 year); adequacy of detention facility to support	Property management
Detention, short term (up to 30 days)	Contract housing programs; internal and external
Alternatives to incarceration; Electronic home monitoring and Community service	

Court Program Areas -

Administration	Probation
Criminal Case Processing	Judicial services
Infraction Case Processing	Photo Enforcement Case Processing

Legal Program Areas -

Prosecutor:	
Legislation, contracts and agreements, human resources, etc.	Public defense: Legal representation of indigent criminal defendants.
Representation of the City in meetings, appeals, claims, suits, etc.	Coordination with special/other legal counsel

1. The consultant will conduct an impartial, third-party, data-driven review of all study areas, and rely upon evidence-based practices to devise and evaluate short-term and long-term alternatives that advance the Clallam County criminal justice system and its fiscal sustainability.
2. The consultant will conduct a preliminary analysis of each program area of each service area by reviewing available data provided by the Criminal Justice Participants, and by gathering technical information from outside sources.
3. The consultant shall present initial study results and recommendations to the Criminal Justice Participants, along with recommendations for further, in-depth analysis of specific service areas or issues.

7. For each service area and/or program, the consultant will quantify and compare Clallam County's services to comparable jurisdictions.

**1(C) Benefit; Contract Liaison**

The services to be performed by the Consultant are intended to be for the use and benefit of all the Criminal Justice Participants, and all the Criminal Justice Participants will share equally in paying the fees, costs, and expenses of the Consultant. For convenience in administering the consultant's contract and services, the Criminal Justice Participants have appointed the City of Port Angeles to be the administrator and Contract Liaison for purposes of this RFQ and the subsequent contract with the selected Consultant.

**2. RFQ INSTRUCTIONS AND INFORMATION****2(A) RFQ Timeline**

<u>Day/Month/Year Event</u>	
XXXXX	Public announcement of Request for Qualifications
XXXXX	Qualifications due
XXXXX *	Evaluation of Qualifications
XXXXX *	Interview Consultant(s)
XXXXX *	Select consultant
XXXXX *	Execute Contract

\* Estimated timeframe.

**2(C) Communications Regarding this RFQ**

Direct all communications, questions, and requests for assistance to XXXXXX . No oral interpretations of the RFQ will be made to any firm. All questions and any explanations must be requested in writing and directed to the Contract Liaison no later than five business days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all firms by addendum.

**2(D) RFQ Evaluation Process and Criteria**

An evaluation team will evaluate the SOQ responses received from each consultant. After that initial evaluation, the Criminal Justice Participants may request any one or more of the consultants to participate in a presentation regarding the items contained in the SOQ response and any other items deemed appropriate by the Criminal Justice Participants.

In determining the responsibility of the firm, the Criminal Justice Participants may consider the ability, capacity and skill to perform the Contract and provide the service required; the character, integrity, reputation, judgment and efficiency; financial resources to perform the Contract properly and within the times proposed; compliance with federal, state and local laws and ordinances relating to public contracts; other information having a bearing on the decision to award a Contract.

The Criminal Justice Participants may enter negotiations with one or more Proposers to finalize Contract terms and conditions. Contract award, if any, shall be made by the City of Port Angeles to the responsible Proposer whose proposal best meets the requirements of the CJL and is most advantageous to the Criminal Justice Participants, taking into consideration price and the other

established evaluation factors. The Criminal Justice Participants are not required to award a Contract, and they reserve the right to award one or more contracts as it determines to be in its best interest.

## Criteria

### Qualifications and Experience

#### Minimum Qualification

1. The consultant (the individuals performing the analysis) must have a minimum of five years continuous experience in evaluating public sector services and performance within the applicable service area, including operations and management analysis of the service area functions.
2. Consultants must demonstrate an understanding of the purpose and responsibilities of police, prosecution, public defenders, the courts, operation of jails, and operation and functions of ancillary services such as, for example, diversion programs.

Qualification Criteria	Points
Demonstrates experience in evaluating public sector management and the trade-offs of public safety and criminal justice budget pressures versus pressures to maintain funding for other local government services, and the relationship between level of service standards and service costs.	25
Demonstrates familiarity with applicable criminal justice regulations and standards applicable to Washington State.	10
Demonstrates substantial experience in law enforcement and criminal justice consulting.	20
Possesses significant experience and expertise in data based staffing and deployment modeling, i.e. the creation of a model which matches staffing levels and deployment to workload.	20
Demonstrates of successful strategy for development and evaluation of options and alternatives.	25
Total	100

## 4. SUBMITTAL CONTENTS

### 4(A) Minimum Qualifications

1. Provide a narrative about your firms experience providing five or more continuous years of public sector consulting in the area of criminal justice. Specify the public agencies you served, the length and depth of the study conducted, the experience you have in the operations and/or management of these service areas. Five years of experience is the minimum amount acceptable.

2. Consultants must have an understanding of the purpose, functioning, and responsibilities of courts, the need for an impartial and independent judiciary.

**4(B) Specific Desirable Qualifications**

1. Describe your public sector management experience, and should have experience evaluating the trade-offs of public safety and criminal justice budget pressures versus pressures to maintain funding for other local government services, and the relationship between level of service standards and service costs.
  2. Include an organizational chart of your firm, indicating which members of your team will be assigned to this contract. Provide resumes for your Project Manager, and those of specific individuals to be assigned in areas of subject matter expertise.
  3. Provide up to three examples of reports, recommendations, or study results that demonstrate your qualifications.
2. Provide a narrative that demonstrates your firms understanding and familiarity with applicable criminal justice regulations and standards. Describe how this experience was achieved, and when. Specify any staff members that provide this expertise to be assigned to the contract, and provide a resume.
4. Significant experience and expertise in data based staffing and deployment modeling, i.e. the creation of a model which matches staffing levels and deployment to workload. Specify any staff members that provide this expertise to be assigned to the contract, and provide a resume.

**5. RFQ Submittal instructions**

1. Consultant shall create one original response (**labeled “original”**) with original signature. The original shall be unbound and printed one-sided,
5. Send the submission package to the following address to ensure proper receipt of your submittal.

**QUALIFICATION SUBMITTAL**

**City of Port Angeles**  
**Legal Department**  
321 5th Ave  
Port Angeles, WA 98362

**Bid Title:** Criminal Justice and Law Study  
**Due Date:**  
**Vendor:**

## 5 MISCELLANEOUS

### 1. Right to Cancel

The City of Port Angeles reserves the right to change any aspect of, terminate, or delay this RFQ, the RFQ process and/or the program which is outlined within this RFQ at any time, and notice shall be given in a timely manner thereafter.

### 2. Not an Award

Recipients of this RFQ are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting, offering or awarding a contract, representation or agreement of any kind between the City of Port Angeles and any other party, save for a formal written contract, properly executed by both parties.

### 3. Property of the City

Responses to this RFQ will become the property of the City of Port Angeles, and will form the basis of negotiations of an agreement between the City and the apparent successful consultant.

### 4. City not Liable for Costs

The City of Port Angeles is not liable and will not be responsible for any costs incurred by any consultant(s) for the preparation and delivery of the SOQ responses, nor will the City be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFQ finalists to the City.

### 9. Proposal Rejection; No Obligation to Buy

The City of Port Angeles reserves the right to reject any or all proposals at any time without penalty. The City of Port Angeles reserves the right to refrain from contracting with any consultant. The release of this RFQ does not compel the City to purchase. The City of Port Angeles may elect to proceed further with this project by interviewing firm(s) well –suited to this project, conducting site visits or proceeding with an award.

### 10. Right to Award

The City of Port Angeles reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the consultant can offer.

### 13. Proprietary Proposal Material

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a consultant's proposal, the City of Port Angeles will comply according to the Open Public Records Act, chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected consultant has been given an opportunity to seek a court injunction against the requested disclosure.

### 14. Award

If an award is made as a result of this RFQ, it shall be awarded to the consultant whose proposal is most advantageous to the Criminal Justice Participants including, but not limited to, responses to the RFQ questions; demonstrated technical ability and expertise; financial stability; reference calls and/or recommendations; memberships, licenses, ISO Certifications or any other applicable membership or certifications; presentations to the evaluation team and others (if applicable); on-site visits at consultant's site (if applicable), product samples which the City may, at its discretion, request as part of the RFQ process; any additional criteria deemed appropriate by the Criminal Justice Participants which would lend itself to establishing the Service Provider's viability to perform the work as outlined in this RFQ.