

**CITY OF LAKE FOREST PARK
PROFESSIONAL SERVICES AGREEMENT**

Agreement Title: State Government Affairs Consultant Contract – 2023 & 2024

THIS AGREEMENT made and entered into by and between the **CITY OF LAKE FOREST PARK**, a Washington municipal corporation (the "City"), and Gordon Thomas Honeywell Government Affairs, (the "Consultant"), is dated this _____ day of _____ 20_____.

Consultant Business: Gordon Thomas Honeywell Government Affairs

Consultant Address: 1201 Pacific Ave., Suite 2100, Tacoma, WA
98401

Consultant Phone: 253-620-6500

Consultant Fax: 253-620-6565

Contact Name Shelly Helder

Consultant e-mail: shelder@gth-gov.com

Federal Employee ID No.:

Authorized City Representative Shannon Moore, Human Resources Director
for this contract:

WHEREAS, the City desires to obtain state government affairs services to support its legislative priorities for 2023 and 2024; and

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with experience; and

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the required services; and

WHEREAS, the City desires to engage the Consultant.

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

1. Employment of Consultant. The City retains the Consultant to provide the services described in Exhibit A – Scope of Work incorporated herein, (“collectively “Scope of Work” or the “Work”). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

The City may revise the Work and the compensation only by a written Change Order signed by the authorized representatives of the parties that shall become a part of this Agreement.

The project manager(s) of the Work shall be Shelly Helder and Briahna Murray. The project manager(s) shall not be replaced without the prior written consent of the City.

Work shall commence when the City issues a notice to proceed and it shall be completed no later than December 31, 2024, unless the completion date is extended in writing by the City.

Notwithstanding the foregoing, Consultant shall not be responsible for any delay or failure to meet deliverable deadlines if such delay or failure was caused in whole or in part by a delay or failure of the City.

2. Compensation.

A. The total compensation to be paid to Consultant for the Work in Exhibit A, including all services and expenses, shall not exceed thirty-seven thousand and eight hundred dollars (\$37,800.00) annually as shown on Exhibit B, which shall be full compensation for the Exhibit A Work. Consultant shall invoice the City monthly on the basis of the portion of the Work completed each month by the Consultant and sub-consultants.

B. Consultant shall be paid in such amounts and in such manner as described in Exhibits A and B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall send electronically to Accounts Payable, AP@cityofffp.gov, its request for payment of Exhibit A Work, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

4. Work Product. The Consultant shall submit all reports and other documents specified in Exhibits A and B according to the schedule established in Exhibits A and B. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose, provided that re-use without Consultant's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner.

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims

arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

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

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

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

4. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request by the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lake Forest Park, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this

Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

9. Independent Contractor. The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. City of Lake Forest Park Business License. Consultant shall obtain a City of Lake Forest Park business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

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

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

16. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

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

18. Notices.

A. Notices to the City of Lake Forest Park shall be sent to the following address:

City of Lake Forest Park
Attn: Shannon Moore, Human Resources Director
17425 Ballinger Way NE
Lake Forest Park, WA 98155

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

Gordon Thomas Honeywell Government Affairs
Attn: Briahna Murray
1201 Pacific Ave., Suite 2100
Tacoma, WA 98401
bmurray@gth-gov.com

19. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

20. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including by facsimile, scanned or electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

<p>CITY OF LAKE FOREST PARK WASHINGTON</p> <p>By: _____ Jeff Johnson, Mayor</p> <p>_____</p> <p>Date</p>	<p>CONSULTANT:</p> <p>Gordon Thomas Honeywell Government Affairs</p> <p>By _____ Briahna Murray</p> <p>Its _____</p> <p>Date: _____</p>
<p>ATTEST:</p> <p>_____</p> <p>Evelyn Jahed, City Clerk</p> <p>Date: _____</p> <p>_____</p>	
<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Kim Adams Pratt, City Attorney</p> <p>Date: _____</p>	

EXHIBIT A
SCOPE OF WORK

- Register as the City’s lobbyist with the Public Disclosure Commission.
- Assist the City in developing its 2023-24 legislative agenda.
- Lobby to advance items on the City’s 2023-24 legislative agenda, with emphasis on securing funding towards the replacement of culverts in Lake Forest Park, securing funding for improvements to State Route 104 and securing funding for a regional crisis response center.
- Monitor state legislation that impacts cities and provide comprehensive bill tracking.
- Monitor actions by state agencies, such as Department of Fish and Wildlife, regarding culvert studies and funding.
- Strengthen relevant legislative relationships between the City, state legislators, and executive offices.
- Meet with the City’s legislative delegation on a regular basis before, during, and after the legislative session.
- Meet with key legislators, including relevant committee chairs, before, during and after the legislative session.
- Brief City officials on legislative activity and attend City Council and City staff meetings as requested by the City manager or his designee.
- Schedule appointments for City officials to meet with the City’s legislative delegation and key legislators during visits to Olympia.
- Provide the City with weekly written and/or oral reports during the Legislative Session and daily communication via phone and email as needed. Provide the City with monthly written and/or oral reports during the Legislative Interim.
- Coordinate with the Association of Washington Cities, and other stakeholder groups, as appropriate to advancing the city’s legislative priorities.
- Present an end-of-session report that recaps the legislative session in full.
- In the interim months, assist the City in amending its 2023-24 legislative agenda to reflect changes from the 2023 Session, and prepare for the 2024 session and funding cycle.

EXHIBIT B
FEE SCHEDULE

January 2023 – State Government Affairs Services	\$3,150.00
February 2023 – State Government Affairs Services	\$3,150.00
March 2023 – State Government Affairs Services	\$3,150.00
April 2023 – State Government Affairs Services	\$3,150.00
May 2023 – State Government Affairs Services	\$3,150.00
June 2023 – State Government Affairs Services	\$3,150.00
July 2023 – State Government Affairs Services	\$3,150.00
August 2023 – State Government Affairs Services	\$3,150.00
September 2023 - State Government Affairs Services	\$3,150.00
October 2023 - State Government Affairs Services	\$3,150.00
November 2023 - State Government Affairs Services	\$3,150.00
December 2023 - State Government Affairs Services	\$3,150.00
2023 Total	\$37,800.00

January 2024 – State Government Affairs Services	\$3,150.00
February 2024 – State Government Affairs Services	\$3,150.00
March 2024 – State Government Affairs Services	\$3,150.00
April 2024 – State Government Affairs Services	\$3,150.00
May 2024 – State Government Affairs Services	\$3,150.00
June 2024 – State Government Affairs Services	\$3,150.00
July 2024 – State Government Affairs Services	\$3,150.00
August 2024 – State Government Affairs Services	\$3,150.00
September 2024 - State Government Affairs Services	\$3,150.00
October 2024 - State Government Affairs Services	\$3,150.00
November 2024 - State Government Affairs Services	\$3,150.00
December 2024 - State Government Affairs Services	\$3,150.00
2024 Total	\$37,800.00