

CITY OF TOPPENISH CONSULTING AGREEMENT

This Agreement is entered into by and between City of Toppenish, a Washington Municipal Corporation ("City") and Gordon Thomas Honeywell Government Relations (hereinafter referred to as "Consultant"), upon the following terms and conditions:

A. Scope of Work. Consultant will advise and assist the City of Toppenish in accordance with Consultant's Scope of Work, described in Attachment "A" hereto and incorporated herein, and Consultant will do and produce such other things as are set forth in the Scope of Work (the "Services"). Consultant's Services will be consistent with the accepted practices for other similar services and in compliance with applicable laws, regulations, rules, orders, licenses and permits, now or hereinafter in effect, and Consultant shall furnish such documents as may be required to effect or evidence such compliance. Consultant's Services shall be performed by Briahna Murray and within a time period prescribed by the City and pursuant to the direction of the Mayor or City Administrator or his designee.

B. Compensation; Expenses. City of Toppenish will pay Consultant for satisfactorily rendered Services in accordance with the specific terms set forth in Attachment "A."

C. Invoices; Payment. Consultant will furnish City of Toppenish invoices at regular intervals, as set forth in Attachment "A."

D. Term. Consultant shall promptly begin the Services hereunder on the date set forth in Attachment "A" and shall terminate same on the date set forth in Attachment "A," unless earlier terminated by mutual agreement. City of Toppenish or Consultant may terminate Consultant Services for convenience at any time prior to the termination date set forth in Attachment A, provided that either party provides 30-days' notice.

E. Ownership of Work Product. The product of all work performed under this Agreement, including reports, and other related materials shall be the property of City of Toppenish or its nominees, and City of Toppenish or its nominees shall have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

F. Independent Contractor. Consultant is an independent contractor and nothing contained herein shall be deemed to make Consultant an employee of City of Toppenish, or to empower consultant to bind or obligate City of Toppenish in any way. Consultant is solely responsible for paying all of Consultant's own tax obligations, as well as those due for any employee/subcontractor permitted to work for Consultant hereunder.

G. Release of Claims; Indemnity. Consultant hereby releases, and shall defend, indemnify and hold harmless City of Toppenish from and against all claims, liabilities, damages and costs arising directly or indirectly out of, or related to, Consultant's fault, negligence, strict liability or produce liability of Consultant, and/or that of any permitted employee or subcontract or Consultant, pertaining to the Services hereunder.

H. Assignment. Consultant's rights and obligations hereunder shall not be assigned or transferred without City of Toppenish's prior written consent; subject thereto, this Agreement shall be binding upon and inure to the benefit of the parties' heirs, and successors.

I. Governing Law; Severability. This Agreement shall be governed by the laws of the State of Washington, U.S.A. (excluding conflict of laws provisions). If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction hereover (excluding arbitrators), such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement, and the court shall, so far as possible, construe the invalid portion to implement the original intent thereof.

J. Arbitration. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event such dispute cannot be resolved by agreement of the parties, such dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); venue shall be placed in City of Toppenish, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

K. Entire Agreement; Etc. This Agreement, and its incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersede any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any provision hereof which may be reasonably deemed to survive the expiration or termination of this Agreement shall so survive, and remain in continuing effect. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below which shall also be the effective date of this Agreement.

Consultant:

Gordon Thomas Honeywell
Government Relations

City of Toppenish:

Briahna Murray, State Lobbyist, Partner

Date: _____

NAME, TITLE

Date: _____

**ATTACHMENT “A” TO
CITY OF TOPPENISH CONSULTING AGREEMENT**

- A. Scope of Work for State Government Relations Services:** Consultant shall provide City of Toppenish with the following state governmental affairs services:
- Register as the City’s state lobbyist with the Public Disclosure Commission
 - Work with City staff to develop a legislative agenda that advances the city’s interests, but accounts for the political climate.
 - Research financing and funding options for identified projects.
 - Lobby for those items identified on the city’s legislative agenda, and additional items at the request of city leadership.
 - Engage the City’s legislative delegation and key committee members during the legislative interim to inform them of the City’s legislative requests.
 - Identify key opportunities for city staff to travel to Olympia and advance the City's interests.
 - Testify and/or sign-in on behalf of the City on legislation of interest.
 - Schedule meetings with state agencies, the Governor's Office, as necessary to best position the city's legislative agenda items for success.
 - Meet with legislative chairs and leadership to best advance the city's interests.
 - Meet with lobbyists from other interested stakeholders to garner support for the City's agenda items.
 - Monitor AWC activities and report any impact to the city.
 - Provide brief weekly reports to City staff on Olympia activities.
 - Brief City officials on legislative activity and attend City Council and City staff meetings as requested by the City Administrator or their designee.
 - Present an end-of-session report that recaps the legislative session in full.
- B. Compensation/Expenses for State Government Relations Services:** City of Toppenish shall pay the Consultant a monthly fee of \$3,000.00 for the services listed above. Consultant may also bill for travel expenses, including mileage and hotel costs, as approved by the City.
- C. Scope of Work for Grant Writing Services:** Consultant shall provide the City of Toppenish with grant writing services consistent with the following scope of work. The City shall initiate the utilization of grant writing services by notifying GTH-GOV via email or phone. GTH-GOV shall respond affirmatively for grant writing services to commence. Once initiated, the consultant shall:
- Review grant application criteria and communicate with the grantor agency to offer the City guidance on how best to prepare the grant application.

- Advise the City on match requirements and other grant obligations that the City would need to comply with if funds were awarded through a grant program.
 - Prepare emails for city staff requesting the necessary information needed to complete the grant application and follow up on those information requests to meet the necessary deadlines to apply. Convene meetings with city staff/consultants as necessary to gather and clarify information necessary to the grant application.
 - Draft the grant application utilizing information provided by city staff to submit a competitive grant application. If city staff is nonresponsive to requests for information, the Consultant is not obligated to draft the grant application.
 - Once drafted, the City shall have the opportunity to review the application.
 - If the application process allows the Consultant to submit the application, the Consultant shall manage the submittal. If the application requires city staff to submit the application, the Consultant will provide clear directions and guidance on how to formally submit the application. If the City does not provide appropriate authorization information to allow the Consultant to submit the application, the Consultant is not responsible for application submittal.
 - The Consultant will not prepare graphics or otherwise complete “project development” work (early design, etc.), but will work with city staff to outline what project development is necessary to submit a competitive application.
- D. Compensation for Grant Writing Services:** Once grant writing services have been initiated, the City of Toppenish shall pay the Consultant an hourly rate of \$100 to complete the grant writing services outlined above. The total cost of services under this section may not exceed \$2,000 without express authorization from the City of Toppenish.
- E. Invoices/Payments:** (a) Consultant shall furnish City of Toppenish with invoices for services performed on a monthly basis, and (b) City of Toppenish shall pay each of Consultant’s invoices within thirty (30) days after City’s receipt and verification of invoices.
- F. Term of Agreement:** Consultant’s services shall commence on January 1, 2025 and shall terminate on December 31, 2025. This agreement may be amended by mutual agreement to extend the contract for additional one-year terms.