

RESOLUTION NO. R-2012-162

A RESOLUTION authorizing the City Manager to execute the attached and Agreement for Professional Services with Jim Justin Government Consulting Services for state legislative and administrative advocacy services.

WHEREAS, the results of the 2012 Yakima Citizen Survey clearly indicated citizens want the City to make improvements in public safety, the overall appearance of Yakima, government accountability, the area's sluggish economy, and the community's aging infrastructure, and,

WHEREAS, on October 23rd, 2012, the Yakima City Council adopted its 2013 State Legislative and Administrative Priorities, which were developed based on the results of the 2012 Yakima Citizen Survey, input from City staff, and evaluation of emerging and evolving issues; and,

WHEREAS, on October 24th, 2012, the City of Yakima issued a Request for Proposals ("RFP") for state legislative and administrative advocacy services in order to advance the City's efforts to meet the expectations of the community as reflected in the City Council's 2013 State Legislative and Administrative Priorities by building meaningful and successful relationships with state elected officials and state agency leaders; and,

WHEREAS, a process to review and score the seven proposals received by the City in response to the RFP was conducted by a Selection Committee consisting of Mayor Micah Cawley, Assistant Mayor Maureen Adkison, Council Member Kathy Coffey, City Manager Tony O'Rourke, and Community Relations Manager Randy Beehler; and,

WHEREAS, the Selection Committee unanimously scored Jim Justin Government Relations Consulting the highest of the three finalist consultants/consulting firms; and,

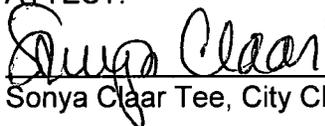
WHEREAS, the City Council deems it to be in the best interest of the City to authorize the City Manager to execute the attached Agreement for Professional Services with Jim Justin Government Relations Consulting for state legislative and administrative advocacy services; Now, Therefore,

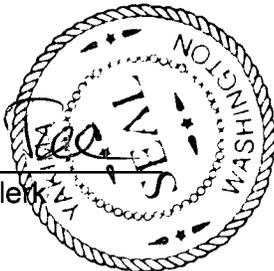
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

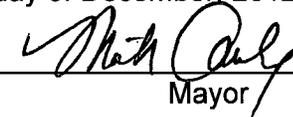
The City Manager is hereby authorized and directed to execute the attached Agreement for Professional Services with Jim Justin Government Relations Consulting for state legislative and administrative advocacy services.

ADOPTED BY THE CITY COUNCIL this 11th day of December, 2012.

ATTEST:


Sonya Claar Tee, City Clerk





Mayor

AGREEMENT
BETWEEN
CITY OF YAKIMA, WASHINGTON
AND
JIM JUSTIN GOVERNMENT RELATIONS CONSULTING
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on this 3rd day of December, 2012, by and between the City of Yakima, Washington, a municipal corporation with its principal office at 129 North Second Street, Yakima, WA 98901, hereinafter referred to as "CITY", and Jim Justin Government Relations Consulting, a sole proprietorship with its principal office at 2920 Amhurst PL SE Olympia, WA 98501, hereinafter referred to as "CONSULTANT"; said CONSULTANT is licensed and registered to do business in the State of Washington, and will provide State Legislative and Administrative Advocacy Services, hereinafter referred to as "SERVICES" on behalf of the City of Yakima.

WITNESSETH:

RECITALS

WHEREAS, CITY desires to retain the CONSULTANT to provide services described in this Agreement and subsequent Amendments thereto; and

WHEREAS, CONSULTANT represents that it has available and offers to provide personnel with knowledge and experience necessary to satisfactorily accomplish the work within the required time and that it has no conflicts of interest prohibited by law from entering into this Agreement;

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

SECTION 1 INCORPORATION OF RECITALS

1.1 The above recitals are incorporated into the operative provisions of the Agreement.

SECTION 2 SCOPE OF SERVICES

2.1 CONSULTANT agrees to perform those services described hereafter. Unless modified in writing by both parties, duties of CONSULTANT shall not be construed to exceed those services specifically set forth herein.

2.2 CONSULTANT shall use its best efforts to maintain continuity in personnel and shall assign Jim Justin as Consultant-in-Charge throughout the term of this Agreement unless other personnel are approved by the CITY.

2.3 Basic Services: CONSULTANT agrees to perform those tasks described in Exhibit A, entitled "Scope of Services" (hereafter WORK or PROJECT) which is attached hereto and made a part of this Agreement as if fully set forth herein.

2.4 Additional Services: CITY and CONSULTANT agree that not all WORK to be performed by CONSULTANT can be defined in detail at the time this Agreement is executed, and that additional WORK related to the Project and not covered in Exhibit A may be needed during performance of this Agreement. CITY may, at any time by written order, direct the CONSULTANT to revise portions of the WORK previously completed in a satisfactory manner, delete portions of the WORK, or request that the CONSULTANT perform additional WORK

beyond the scope of the WORK. Such changes hereinafter shall be referred to as "Additional Services."

2.4.1 If such Additional Services cause an increase or decrease in the CONSULTANT'S cost of, or time required for, performance of any services under this Agreement, a contract price and/or completion time adjustment pursuant to this Agreement shall be made and this Agreement shall be modified in writing accordingly.

2.4.2 Compensation for each such request for Additional Services shall be negotiated by the CITY and the CONSULTANT, and if so authorized, shall be considered part of the WORK. The CONSULTANT shall not perform any Additional Services until so authorized by CITY and agreed to by the CONSULTANT in writing.

2.5 The CONSULTANT must assert any claim for adjustment in writing within thirty (30) days from the date of the CONSULTANT'S receipt of the written notification of change

SECTION 3 TERM

3.1 TERM. The term of this Agreement shall commence upon execution hereof and shall continue for one year, with the option for up to five (5) annual renewals as may be approved by the City Manager, unless terminated sooner by either party in accordance with Section 16. The parties reserve the right to mutually negotiate the terms of the Agreement at each renewal period.

SECTION 4 CITY'S RESPONSIBILITIES

4.1 CITY-FURNISHED DATA. The CITY will provide to the CONSULTANT all technical data in the CITY'S possession relating to the CONSULTANT'S performance of the WORK.

4.2 ACCESS TO FACILITIES AND PROPERTY. The CITY will make its facilities reasonably accessible to CONSULTANT as required for CONSULTANT'S performance of its services and will provide labor and equipment as reasonably required by CONSULTANT for such access.

4.3 TIMELY REVIEW. The CITY will examine the CONSULTANT'S studies, reports, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required of CITY in a timely manner. Such examinations and decisions, however, shall not relieve the CONSULTANT of any contractual obligations nor of its duty to render professional services meeting the standards of care for its profession.

4.4 CITY shall appoint a CITY'S Representative with respect to WORK to be performed under this Agreement. CITY'S Representative shall have complete authority to transmit instructions and receive information. CONSULTANT shall be entitled to reasonably rely on such instructions made by the CITY'S Representative unless otherwise directed in writing by the CITY, but CONSULTANT shall be responsible for bringing to the attention of the CITY'S Representative any instructions which the CONSULTANT believes are inadequate, incomplete, or inaccurate based upon the CONSULTANT'S knowledge.

4.5 Any documents, services, and reports provided by the CITY to the CONSULTANT are available solely as additional information to the CONSULTANT and will not relieve the CONSULTANT of its duties and obligations under this Agreement or at law. The CONSULTANT shall be entitled to reasonably rely upon the accuracy and the completeness of such documents, services and reports, but shall be responsible for exercising customary professional care in using and reviewing such documents, services, and reports and drawing conclusions there from.

SECTION 5 AUTHORIZATION, PROGRESS, AND COMPLETION

- 5.1 In signing this Agreement, CITY grants CONSULTANT specific authorization to proceed with WORK described in Exhibit A. The time for completion is defined in Exhibit A, or as amended.

SECTION 6 COMPENSATION

- 6.1 COMPENSATION ON A TIME SPENT BASIS. For the services described in Exhibit A, compensation shall be Four Thousand Dollars (\$4,000) per month, plus reimbursement for direct non-salary expenses approved by the City Manager.

6.1.1 DIRECT NON-SALARY EXPENSES: Direct Non-Salary Expenses are those costs incurred on or directly for the PROJECT including, but not limited to, necessary transportation costs, including current rates for CONSULTANT'S vehicles; meals and lodging; laboratory tests and analyses; printing, binding and reproduction charges, all costs associated with other outside nonprofessional services and facilities; special CITY-requested and PROJECT-related insurance and performance warranty costs, and other similar costs. Reimbursement for Direct Non-Salary Expenses will be on the basis of actual charges plus ten percent (10%) and on the basis of current rates when furnished by CONSULTANT.

6.1.1.1 Travel costs, including transportation, lodging, subsistence, and incidental expenses incurred by employees of the CONSULTANT and each of the Subconsultants in connection with PROJECT WORK; provided, as follows

- ♦ That a maximum of U.S. INTERNAL REVENUE SERVICE allowed cents per mile will be paid for the operation, maintenance, and depreciation costs of company or individually owned vehicles for that portion of time they are used for WORK. CONSULTANT, whenever possible, will use the least expensive form of ground transportation.
- ♦ That reimbursement for meals inclusive of tips shall not exceed a maximum of forty dollars (\$40) per day per person. This rate may be adjusted on a yearly basis.
- ♦ That accommodation shall be at a reasonably priced hotel/motel.
- ♦ That air travel shall be by coach class, and shall be used only when absolutely necessary.

6.1.2 Telephone charges, computer charges, in-house reproduction charges, first class postage, and FAX charges are not included in the direct expense costs, but are considered included in the Schedule of Specific Hourly Billing Rates.

- 6.2 Unless specifically authorized in writing by the CITY, the total annual budgetary cost for this PROJECT shall not exceed Fifty Thousand Dollars (\$50,000). The CONSULTANT will make reasonable efforts to complete the WORK within the budget and will keep CITY informed of progress toward that end so that the budget or WORK effort can be adjusted if found necessary. The CONSULTANT is not obligated to incur costs beyond the indicated budget, as may be adjusted, nor is the CITY obligated to pay the CONSULTANT beyond these limits. When any budget has been increased, the CONSULTANT'S excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase, and provided that the City was informed in writing at the time such costs were incurred
- 6.3 The CONSULTANT shall submit to the City's Representative an invoice each month for payment for services completed through the accounting cut-off day of the previous month. Such invoices shall be for services and WORK performed and costs incurred prior to the date of the invoice and not covered by previously submitted invoices. The CONSULTANT shall submit with each invoice a summary of time expended on the PROJECT for the current billing period, and any other supporting materials determined by the City necessary to substantiate the costs incurred. CITY

will use its best efforts to pay such invoices within thirty (30) days of receipt and upon approval of the WORK done and amount billed. CITY will notify the CONSULTANT promptly if any problems are noted with the invoice. CITY may question any item in an invoice, noting to CONSULTANT the questionable item(s) and withholding payment for such item(s). The CONSULTANT may resubmit such item(s) in a subsequent invoice together with additional supporting information required.

6.4 Payment terms are net 30 after receipt of approved invoice(s).

SECTION 7 RESPONSIBILITY OF CONSULTANT

7.1 INDEMNIFICATION:

- (a) CONSULTANT agrees to defend, indemnify, and hold harmless the CITY, its elected officials, agents, officers, employees, agents and volunteers (hereinafter "parties protected") from (1) claims, demands, liens, lawsuits, administrative and other proceedings, (including reasonable costs and attorneys fees) and (2) judgments, awards, losses, liabilities, damages, penalties, fines, costs and expenses of any kind claimed by third parties arising out of, or related to any death, injury, damage or destruction to any person or any property to the extent caused by any negligent act, action, default, error or omission or willful misconduct arising out of the CONSULTANT's performance under this Agreement. In the event that any lien is placed upon the City's property or any of the City's officers, employees or agents as a result of the negligence or willful misconduct of the CONSULTANT, the CONSULTANT shall at once cause the same to be dissolved and discharged by giving bond or otherwise.
- (b) CITY agrees to indemnify and hold the CONSULTANT harmless from loss, cost, or expense of any kind claimed by third parties, including without limitation such loss, cost, or expense resulting from injuries to persons or damages to property, caused solely by the negligence or willful misconduct of the CITY, its employees, or agents in connection with the service.
- (c) If the negligence or willful misconduct of both the CONSULTANT and the CITY (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between the CONSULTANT and the CITY in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.
- (d) Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.

7.2 In any and all claims by an employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the CONSULTANT or a subcontractor under workers' or workmens' compensation acts, disability benefit acts, or other employee benefit acts.

CONSULTANT'S INITIALS



CITY'S INITIALS



SECTION 8 AUDIT AND ACCESS TO RECORDS

- 8.1 The CONSULTANT, including its subconsultants, shall maintain books, records, documents and other evidence directly pertinent to performance of the WORK under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The CITY, or the CITY'S duly authorized representative, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying for a period of three years after completion of the WORK. The CITY shall also have access to such books, records, and documents during the performance of the WORK, if deemed necessary by the CITY, to verify the CONSULTANT'S WORK and invoices.
- 8.2 Audits conducted pursuant to this section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.
- 8.3 The CONSULTANT agrees to the disclosure of all information and reports resulting from access to records pursuant to this section provided that the CONSULTANT is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments, if any, of the CONSULTANT.
- 8.4 The CONSULTANT shall ensure that the foregoing paragraphs are included in each subcontract for WORK.
- 8.5 Any charges of the CONSULTANT paid by the CITY which are found by an audit to be inadequately substantiated shall be reimbursed to the CITY.

SECTION 9 INSURANCE

- 9.1 At all times during performance of the Services, CONSULTANT shall secure and maintain in effect insurance to protect the City and the CONSULTANT from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. CONSULTANT shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the rights to require higher limits should it deem it necessary in the best interest of the public.

9.1.1 **Commercial General Liability Insurance.** Before this Contract is fully executed by the parties, CONSULTANT shall provide the City with a certificate of insurance as proof of commercial liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds. CONSULTANT shall not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

9.1.2. Commercial Automobile Liability Insurance.

a. If CONSULTANT owns any vehicles, before this Contract is fully executed by the parties, OIC shall provide the City with a certificate of insurance as proof of commercial automobile liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage. Automobile liability will apply to "Any Auto" and be shown on the certificate.

b. If CONSULTANT does not own any vehicles, only "Non-owned and Hired Automobile Liability" will be required and may be added to the commercial liability

coverage at the same limits as required in that section of this Contract, which is Section 12.2 entitled "Commercial Liability Insurance".

c. Under either situation described above in Section 3.a and Section 13 b, the required certificate of insurance shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds. CONSULTANT will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

9.1.3 Statutory workers' compensation and employer's liability insurance as required by state law

9.1.4. **Professional Liability Coverage.** Before this Contract is fully executed by the parties, CONSULTANT shall provide the City with a certificate of insurance as proof of professional liability coverage with a total minimum liability limit of Two Million Dollars (\$2,000,000 00) per claim combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000 00) aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. CONSULTANT will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide. If the policy is written on a claims made basis the coverage will continue in force for an additional two years after the completion of this contract.

Failure of either or all of the additional insureds to report a claim under such insurance shall not prejudice the rights of the CITY, its officers, employees, agents, and representatives there under. The CITY and the CITY'S elected officials, officers, principals, employees, representatives, and agents shall have no obligation for payment of premiums because of being named as additional insureds under such insurance. None of the policies issued pursuant to the requirements contained herein shall be canceled, allowed to expire, or changed in any manner that affects the rights of the City until thirty (30) days after written notice to the CITY of such intended cancellation, expiration or change.

SECTION 10 SUBCONTRACTS

20.1 CONSULTANT shall be entitled, with the City's written authorization and to the extent determined appropriate by CONSULTANT, to subcontract any portion of the WORK to be performed under this Agreement.

SECTION 11 ASSIGNMENT

11.1 This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by CITY or CONSULTANT without prior written consent of the other, which consent will not be unreasonably withheld. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

SECTION 12 INTEGRATION

- 12.1 This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

SECTION 13 JURISDICTION AND VENUE

- 13.1 This Agreement shall be administered and interpreted under the laws of the State of Washington. Jurisdiction of litigation arising from this Agreement shall be in Washington State. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect. Venue for all disputes arising under this Agreement shall be Yakima County, State of Washington.

SECTION 14 EQUAL EMPLOYMENT and NONDISCRIMINATION

- 14.1 During the performance of this Agreement, CONSULTANT and CONSULTANT's subconsultants shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. CONSULTANT agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

SECTION 15 SUSPENSION OF WORK

- 15.1 CITY may suspend, in writing by certified mail, all or a portion of the WORK under this Agreement if unforeseen circumstances beyond CITY'S control are interfering with normal progress of the WORK. CONSULTANT may suspend, in writing by certified mail, all or a portion of the WORK under this Agreement if unforeseen circumstances beyond CONSULTANT's control are interfering with normal progress of the WORK. CONSULTANT may suspend WORK on PROJECT in the event CITY does not pay invoices when due, except where otherwise provided by this Agreement. The time for completion of the WORK shall be extended by the number of days WORK is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted the option to terminate WORK on the suspended portion in accordance with SECTION 16.

SECTION 16 TERMINATION OF WORK

- 16.1 Either party may terminate this Agreement, in whole or in part, if the other party materially breaches its obligations under this Agreement and is in default through no fault of the terminating party. However, no such termination may be effected unless the other party is given: (1) not less than fifteen (15) calendar days written notice delivered by certified mail, return receipt requested, of intent to terminate, and (2) an opportunity for consultation and for cure with the terminating party before termination. Notice shall be considered issued within seventy-two (72) hours of mailing by certified mail to the place of business of either party as set forth in this Agreement.
- 16.2 In addition to termination under subsection 15.1 of this Section, CITY may terminate this Agreement for its convenience, in whole or in part, provided the CONSULTANT is given: (1) not less than fifteen (15) calendar days written notice delivered by certified mail, return receipt requested, of intent to terminate; and (2) an opportunity for consultation with CITY before termination.

- 16.3 If CITY terminates for default on the part of the CONSULTANT, an adjustment in the contract price pursuant to the Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other WORK, and (2) any payment due to the CONSULTANT at the time of termination may be adjusted to the extent of any additional costs or damages CITY has incurred, or is likely to incur, because of the CONSULTANT'S breach. In such event, CITY shall consider the amount of WORK originally required which was satisfactorily completed to date of termination, whether that WORK is in a form or of a type which is usable and suitable to CITY at the date of termination and the cost to CITY of completing the WORK itself or of employing another firm to complete it. Under no circumstances shall payments made under this provision exceed the contract price. In the event of default, the CONSULTANT agrees to pay CITY for any and all damages, costs, and expenses whether directly, indirectly, or consequentially caused by said default. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by contract retainage or other withheld payments.
- 16.4 If the CONSULTANT terminates for default on the part of CITY or if CITY terminates for convenience, the adjustment pursuant to the Agreement shall include payment for services satisfactorily performed to the date of termination, in addition to termination settlement costs the CONSULTANT reasonably incurs relating to commitments which had become firm before the termination, unless CITY determines to assume said commitments.
- 16.5 Upon receipt of a termination notice under subsections 15.1 or 15.2 above, the CONSULTANT shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to CITY all originals of data, drawings, specifications, calculations, reports, estimates, summaries, and such other information, documents, and materials as the CONSULTANT or its subconsultants may have accumulated or prepared in performing this Agreement, whether completed or in progress, with the CONSULTANT retaining copies of the same.
- 16.6 Upon termination under any subparagraph above, CITY reserves the right to prosecute the WORK to completion utilizing other qualified firms or individuals; provided, the CONSULTANT shall have no responsibility to prosecute further WORK thereon.
- 16.7 If, after termination for failure of the CONSULTANT to fulfill contractual obligations, it is determined that the CONSULTANT has not so failed, the termination shall be deemed to have been effected for the convenience of CITY. In such event, the adjustment pursuant to the Agreement shall be determined as set forth in subparagraph 15.4 of this Section.
- 16.8 If, because of death, unavailability or any other occurrence, it becomes impossible for any key personnel employed by the CONSULTANT in PROJECT WORK or for any corporate officer of the CONSULTANT to render his services to the PROJECT, the CONSULTANT shall not be relieved of its obligations to complete performance under this Agreement without the concurrence and written approval of CITY. If CITY agrees to termination of this Agreement under this provision, payment shall be made as set forth in subparagraph 15.3 of this Section.

SECTION 17 DISPUTE RESOLUTION

- 17.1 In the event that any dispute shall arise as to the interpretation of this agreement, or in the event of a notice of default as to whether such default does constitute a breach of the contract, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If the afore mentioned methods are either not successful then any dispute relating to this Agreement shall be decided in the courts of Yakima County, in accordance with the laws of Washington. If both parties consent in writing, other available means of dispute resolution may be implemented.

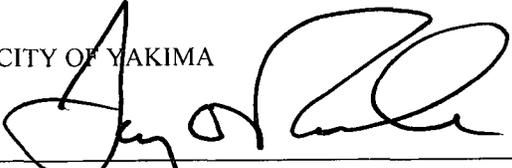
SECTION 18 NOTICE

18.1 Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party, or seventy-two (72) hours after mailing by certified mail to the place of business set forth below, whichever is earlier.

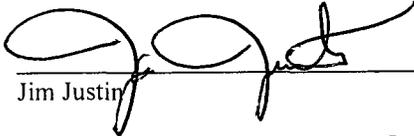
CITY: City of Yakima
Tony O'Rourke, City Manager
129 North 2nd Street
Yakima, WA 98901

CONSULTANT: Jim Justin
2920 Amhurst PL SE
Olympia, WA 98501

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective authorized officers or representatives as of the day and year first above written.

CITY OF YAKIMA


Tony O'Rourke
Printed Name Tony O'Rourke
Title City Manager



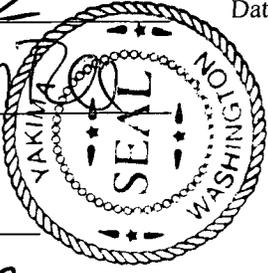
Jim Justin
Printed Name: Jim Justin
Owner
Title: Jim Justin Government Relations Consulting

Date: 12-13-12

Date: 12/3/12

Attest 

City Clerk



City Contract No. 2012-113
Resolution No. R-2012-162

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services shall include, but may not be limited to:

- A. Represent the City interactions with the Governor's Office and Administration, State Agencies, the State legislature, legislative representatives and staff person, boards, commissions, and legislative bodies as described in the Introduction.
- B. Research and provide written and oral information to City Council as specified by the City Manager on matters which include, but are not limited to:
 - 1) Existing and proposed State laws and regulations that affect City's interests;
 - 2) Reports on and testimony from legislative hearings;
 - 3) The development and progress of State issues affecting the City's interests;
 - 4) State agency and department regulations guidelines, directives, and other instruments of administrative policy;
 - 5) Grants and other funding opportunities for proposed City projects; and
 - 6) Technical reports and memoranda affecting City operations and fiscal conditions.
 - 7) Specific knowledge on economic development, infrastructure, and land use, including funding sources and regulatory requirements.
- C. Services required of the Representative shall be personally provided by the principals of the Representative as identified in the Proposal, which shall be specified in the Professional Services Agreement between the Consultant or Consultant firm and the City.
- D. All materials submitted in response to this RFP, except for proprietary material, shall become the property of the City upon delivery to the City, which reserves the right in its sole discretion to use without limitation, any and all information, concepts and data contained therein. The content of all proposals will be held confidential until the selection of a consultant is made. Any proprietary data must be clearly marked. The City is required

by law to make its records available for public inspection, with certain exceptions, per Chapter 42.17 RCW.

- E. Representative shall provide all equipment and personnel needed to fulfill the requirements for representing the City.



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. **13**

For Meeting of: December 11, 2012

ITEM TITLE: Resolution authorizing an agreement with Jim Justin Government Relations Consulting for state legislative and administrative advocacy services.

SUBMITTED BY: Tony O'Rourke, City Manager
Randy Beehler, Community Relations Manager

CONTACT PERSON/TELEPHONE: Randy Beehler, Community Relations Manager, 901-1142

SUMMARY EXPLANATION:

In mid November, the City received seven proposals for state legislative and administrative advocacy services in response to a Request for Proposals that was issued near the end of October. The Council Legislative Committee reviewed all of the proposals and selected three consultants/consulting firms to move on to the interview portion of the evaluation process. A Selection Committee consisting of Mayor Micah Cawley, Assistant Mayor Maureen Adkison, Council Member Kathy Coffey, City Manager Tony O'Rourke, and Community Relations Manager Randy Beehler conducted interviews on November 27th. The committee unanimously scored Jim Justin Government Relations Consulting the highest among the three finalist consultants/consulting firms.

Mr. Justin has agreed to the attached Agreement for Professional Services.

Resolution <input checked="" type="checkbox"/>	Ordinance	Other (specify)
Contract:	Mail to:	
Contract Term:	Amount:	Expiration Date:
Insurance Required? No		
Funding Source:		Phone:
APPROVED FOR SUBMITTAL:		City Manager

STAFF RECOMMENDATION:

Approve resolution.

BOARD/COMMISSION RECOMMENDATION:

The Council Legislative Committee recommends approval of the resolution.

ATTACHMENTS:

Click to download

- [Memo re state legislative and administrative advocacy svc](#)
- [Resolution re. State Legislative and Administrative Services Agreement](#)
- [Agreement for Professional Services - Jim Justin Government Relations Consulting](#)

MEMORANDUM

To: City Council
From: Community Relations Manager Randy Beehler
Subject: State Legislative & Administrative Advocacy Services Agreement
Date: Wednesday, December 5th, 2012

Council Members,

In October 2012, the City Council authorized the issuing of a Request for Proposals ("RFP") for state legislative and administrative advocacy services. An RFP was issued on October 24th. The deadline for submitting proposals was November 15th.

The City received seven proposals in response to the RFP. On November 20th, the Council Legislative Committee (Cawley, Adkison, Coffey) reviewed the proposals and created a "short list" of three finalist consultants/consulting firms to move on to the interview portion of the evaluation process. On November 27th, a Selection Committee consisting of Mayor Micah Cawley, Assistant Mayor Maureen Adkison, Council Member Kathy Coffey, City Manager Tony O'Rourke, and Community Relations Manager Randy Beehler conducted telephone interviews with Michael Shaw of Shaw Government Relations, Jim Justin of Jim Justin Government Relations Consulting, and Tom Parker and Luke Esser of Parker Northwest.

At the conclusion of the interview process, the Selection Committee scored the responses of each of the finalist consultants/consulting firms. The committee unanimously scored Jim Justin Government Relations Consulting highest. The committee felt that the combination of Jim's stellar credentials, commitment to maintaining a small client list, approach to addressing the City Council's 2013 State Legislative and Administrative Priorities, and familiarity with issues important to the City made him stand out from the other finalist consultants/consultant firms.

Jim Justin is well known in Olympia and built a strong reputation during a 25-year career with the Association of Washington Cities ("AWC"). Jim went to work for AWC in 1985 as a Staff Assistant. In 1988, he was promoted to the position of Assistant Director for Operations and Services. In 2002, Jim became AWC's Director of State and Federal Relations and served as AWC's primary representative to the governor's office, legislators, state agency directors, various advocacy groups, etc.

In 2010, Jim joined Washington State Governor Chris Gregoire's staff as Director of Legislative Affairs and led development and advancement of the Governor's legislative priorities and agenda. Earlier this year, Jim took on additional duties as Governor Gregoire's Director of Legislative and External Affairs, which included management of not only the Governor's legislative priorities and agenda, but also the legislative priorities and agendas of state agencies. In that role, Jim also served as Governor Gregoire's primary liaison with constituent groups, business organizations, and various other stakeholders.

Jim has proposed that, following execution of an Agreement for Professional Services, he brief the full City Council in person on January 8th as to strategies that he suggests be followed in order to advance the City Council's 2013 State Legislative and Administrative Priorities. While the legislative session is underway, Jim proposes that he be in regular contact with the City Manager and provide briefings by phone every two weeks to the Council Legislative Committee, written executive summaries of which will be provided to the full City Council. Additionally, Jim proposes to brief the full City Council in person following the conclusion of the legislative session as to its outcome, and to visit Yakima several times during the legislature's recess in order to meet with City Council members and City staff to continue strategy development related to state legislative and administrative priorities.

The City has budgeted up to \$50,000 for state legislative and administrative advocacy services in 2013.