

CITY OF YAKIMA

**Request for Proposals**

**No. 11224-P**

*for:*

STATE LEGISLATIVE AND ADMINISTRATIVE  
ADVOCACY SERVICES



October 24, 2012

**Notice to Proposers**  
**Request for Proposals No. 11224-P**

Notice is hereby given by the undersigned that sealed Requests for Proposals will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of 3:00 PM, November 15, 2012 and Respondents names will be publicly read for:

**State Legislative and Administrative Advocacy Services**

Request for Proposal Packets are available from the city's website at [www.yakimawa.gov/services/purchasing](http://www.yakimawa.gov/services/purchasing) or in the office of the Purchasing Manager, City Hall, Yakima, Washington. 509-575-6093.

The City of Yakima reserves the right to reject any and all RFP's.

Dated this 22nd day of October, 2012

(Seal)

Sue Ownby, CPPO  
Purchasing Manager

**Publish October 24<sup>th</sup> & 25<sup>th</sup>, 2012**  
**Acct # 10952**

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# CITY OF YAKIMA RFP NO. 11224-P

## STATE LEGISLATIVE AND ADMINISTRATIVE ADVOCACY SERVICES

### 1. INTRODUCTION:

The City of Yakima seeks a highly motivated and qualified consultant or consultant team to plan, develop, coordinate, and implement a strategy to advocate for the City's interests at the highest levels in the State of Washington through the Office of the Governor, the state legislature, and state agencies. Specifically, the consultant or consultant team will provide the City Council and City staff with the ability to navigate through the executive and legislative branches of state government and through the myriad state agencies in order to efficiently and effectively promote and accomplish identified objectives related to proposed, pending, and enacted legislation, rulemaking, and regulations. The consultant or consultant team will also assist the City in identifying potential state resources and in securing state funding to support City projects, initiatives, and programs.

In the summer of 2012, the City Council gathered input from the community through a citizen survey designed to gauge public opinion about City services and priorities as well as quality of life issues. The survey results 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. The survey results have been crucial to the Council's development of a strategic plan and a 5-year business plan, both of which are guiding the City's legislative and state agency priorities. The consultant or consultant team selected by the City will play a key role in advancing the City's efforts to meet the expectations of the community as reflected in the survey results by building meaningful and successful relationships with state elected officials and state agency leaders.

### 2. PRICING:

One of the areas on which proposals will be evaluated is the cost of services. Pricing should be quoted as specific hourly rates, based upon a menu of service options impacting the monthly fee.

### 3. DEFINITIONS:

- |                     |   |
|---------------------|---|
| A. <u>City</u>      | The City of Yakima, Washington, and its departments.  |
| B. <u>Applicant</u> | The person or firm submitting the proposal.   |
| C. <u>RFP</u>       | The Request for Proposals, including any amendments or other addenda hereto. In case of conflict between the RFP and exhibits, the RFP governs. |

- D. Selection Committee The RFP Selection Committee is comprised of the RFP Coordinator (named in section 4) and other City staff.

4. RFP ADMINISTRATION:

Upon release of this RFP, all applicant communication should be directed in writing to the RFP Coordinator listed below. Any oral communications with other City employees will be considered unofficial and non-binding on the City.

- A. **RFP Coordinator:** The RFP Coordinator is:

Sue Ownby, Purchasing Manager  
City of Yakima  
129 No. 2<sup>nd</sup> Street  
Yakima, WA 98901  
Ph: 509-576-6695 Email: sownby@ci.yakima.wa.us

B. **Preliminary RFP Schedule**

	Date
RFP Released .....	October 24, 2012
Proposals Due .....	November 15, 2012 at 3:00 P.M.
Letters emailed to shortlisted applicants .....	By November 19, 2012
Interviews .....	Week of November 26
Recommendation of Award .....	December 4, 2012
Proposed Start Date .....	December 17, 2012

For the City of Yakima's own best interest, the City Manager reserves the right to accept or reject any proposals, to waive any minor irregularities in any proposals and may award contracts to more than one consultant or consultant team.

5. AGENCY BACKGROUND:

Yakima has been the cultural, business, educational, health services, and governmental focal point of the Central Washington region since it was founded more than 125 years ago. Yakima has deep agricultural roots and while it still relies on the ag industry to drive its economy, over 250 manufacturing firms are located in the area and produce a variety of products including aircraft parts, wood products, plastic products, recreational vehicles, and communications technology. Healthcare also plays a large role in Yakima's economy. Five hospitals and over 400 physicians covering 36 specialties are located in the area. Tourism is the fastest growing segment of the Yakima economy. More than 70 wineries are located in the Yakima Valley and regularly draw visitors to sample and buy internationally renowned varietals. The area also boasts outstanding

outdoor recreational opportunities including water and snow skiing, fishing, boating, hiking, horseback riding, and white water rafting.

With a population of about 92,000, Yakima is the largest city in Yakima County and the 9th largest city in Washington State. Most of the people who founded Yakima were of European decent, although significant numbers of African-Americans and Asian-Americans homesteaded in the area well. Relatively recently, the Yakima Valley has experienced a large influx of Latino immigrants, which now accounts for approximately 45% of the population in Yakima County. The average sales price for a home in the Yakima area is about \$170,000. The median family income is about \$44,000.

Yakima is a full-service city and is governed by a seven-member city council operating within the council-manager form of government. The City's 2012 General Government budget is approximately \$58 million and its total 2012 budget (including utilities and other enterprise funds) is approximately \$192 million.

6. PROPOSAL DUE DATE:

Each proposer should verify that it has received all addenda to this RFP by direct inquiry to the City Contact Person before submitting proposals.

**One original proposal, with SIX (6) complete copies**, shall be sealed and must be delivered no later than **3:00:00 P.M. PST, November 15, 2012** to:

**City of Yakima  
Clerks Office  
129 No. 2<sup>nd</sup> St.  
Yakima, WA 98901**

Proposal packages must be marked: **RFP No. 11224-P, State Legislative and Administrative Advocacy Services**

QUALIFICATIONS RECEIVED AFTER THE DUE DATE ABOVE WILL NOT BE ELIGIBLE FOR CONSIDERATION. THE DEADLINE WILL BE STRICTLY ADHERED TO. LATE PROPOSALS WILL NOT BE CONSIDERED. Proposals, which do not include all requested information, may be considered non-responsive.

7. PROPOSAL CHANGES OR WITHDRAWAL:

A proposer may withdraw or modify its proposal any time before the proposal due date by a written request, signed in the same manner and by the same person who signed the proposal.

8. CONSULTANT QUALIFICATION REQUIREMENTS:

The City of Yakima specifically requires a consultant or consultant team to provide Legislative and Advocacy services that will include at a minimum the following:

- A. At least 5 years experience in providing full time legislative and intergovernmental services before the legislature and executive branch of the State of Washington;
- B. Be an individual or firm with demonstrated experience in bi-partisan relationships;
- C. Ensure that all staff assigned to represent the City are registered as lobbyists with the Office of the Secretary of the State of Washington.
- D. Ensure that the staff assigned to represent the City is located in or near Olympia and available to provide services on an on-call basis.

## 9. PROPOSAL CONTENT INSTRUCTIONS:

Proposals should contain the following information, including:

- A. A description of how the firm will carry out the scope of services described in this RFP, including the strategy and techniques that reflect an understanding of the City's expected goals and outcomes. The Proposal should include the method to be utilized to update the City on a monthly or more frequent basis on issues, how the consultant or firm will handle urgent issues, the network of contact or process utilized to gain an understanding of proposed legislative before it is introduced in the legislative session and other relevant strategies to assist the City Council in understanding consultant or firm's network, experience, understanding and advocacy style.
- B. The name, address, telephone and fax numbers, and email address of your firms Principals.
- C. A general description of your firm, including type of work performed and key personnel.
- D. A minimum of five (5) references of current or former clients and representative projects undertaken in the last five years, demonstrating experience relevant to this project. Provide a contact person's name, title, address, phone number and email address.
- E. The name and title of the individual(s) who would be assigned responsibility for performing the services on behalf of the City. Submit resumes for each identified individual.
- F. Provide a list of current clients.
- G. The successful proposer will be expected to execute the City's Standard Professional Agreement and to provide evidence of the required insurance. A sample Agreement is attached as part of the RFP Package. This does not have to be attached to your proposal.

- H. Include a proposed monthly fee based on a menu of services from which the City can select in order to manage its monthly fee structure.
- I. Include a statement in the Proposal that Consultant or Consultant firm understands the City will develop performance indicators to measure its return on investment for the services provided. Consultant or Consultant firm may utilize this opportunity to describe its demonstrated performance with other clients.

10. SCOPE OF SERVICES:

The selected consultant or consulting team will be expected to perform all technical and other analyses necessary to complete the scope of services. The consultant will receive general direction from the City Council and be administratively responsible to the City Manager.

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) **Seek funding for Mill Site infrastructure**
    - *Identify existing resources and/or encourage the creation of additional resources to facilitate road, utility, and other essential infrastructure improvements to the Mill Site to stimulate economic development of the site*
  - 2) **Obtain a time extension for initiation of utilization of Local Infrastructure Financing Tool (“LIFT”) funds**
    - *Request the legislature to extend Yakima’s current deadline to issue construction bonds for the Mill Site project from 2016 to 2018*
  - 3) **Identify sustainable funding for gang prevention, intervention, and suppression programs**
    - *Provide support of proposed legislation and/or testimony if needed concerning the need for sustainable sources of state funding to be provided to local government in order to combat gang crime and gang violence*
  - 4) **Secure funding for North 1<sup>st</sup> Street improvement project**
    - *Identify existing resources and/or encourage the creation of additional resources to assist the City in funding a phased implementation of the North 1<sup>st</sup> Street improvement project based on existing design criteria*
  - 5) **Add “ability to pay” to considerations re: labor union arbitration settlements**

➤ *Provide support of proposed legislation and/or testimony if needed concerning the rationale behind revising existing arbitration criteria to better reflect the economic realities faced by cities*

- 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.
- F. The 2013 budget for these services is up to \$50,000.

11. EVALUATION BY ANALYSIS COMMITTEE:

All qualification packets will be screened to determine whether the minimum requirements of the RFP are met. The Selection Committee (SC), which will include members of the Yakima City Council, The City Manager and the Community Relations Manager will then evaluate those applicants who meet the minimum RFP requirements and short list firms to be interviewed and formally scored.

A. **Qualification Evaluation Criteria:** Following are the criteria which will be used to score the short-listed proposals. A maximum score of 100 points will be used to evaluate proposals. Each of the following elements shall have the stated maximum point value:

	<b><i>Qualification and Experience</i></b>	<b><i>Points</i></b>
(1)	Proposer Qualifications	40
(2)	Project Approach	20
(3)	Price	40
	<b>TOTAL</b>	<b>100</b>

12. POST EVALUATION EVENTS:

The Consultant or Consultant Teams scoring the highest points will be recommended for award to the City Manager. The City Manager will negotiate and sign the final contract.

13. APPLICANTS COST TO DEVELOP QUALIFICATION PACKET:

Costs for developing qualification packets in response to the RFP are entirely the obligation of the Applicant and shall not be chargeable in any manner to the City.

**AGREEMENT**  
**BETWEEN**  
**CITY OF YAKIMA, WASHINGTON**  
**AND**

\_\_\_\_\_  
**FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_ with its principal office at \_\_\_\_\_, hereinafter referred to as "CONSULTANT"; said corporation are licensed and registered to do business in the State of Washington, and will provide services under this Agreement for 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 these 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, \_\_\_\_\_ 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 "\_\_\_\_\_" (WORK) 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 according to the provisions set forth in Exhibit B, attached hereto and incorporated herein by this reference, 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 CITY'S RESPONSIBILITIES**

3.1 CITY-FURNISHED DATA: The CITY will provide to the CONSULTANT all technical data in the CITY'S possession relating to the CONSULTANT'S services on the WORK.

3.2 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.

3.3 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.

3.4 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.

3.5 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 4 AUTHORIZATION, PROGRESS, AND COMPLETION**

4.1 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 5 COMPENSATION**

5.1 COMPENSATION ON A TIME SPENT BASIS AT SPECIFIC HOURLY RATES: For the services described in Exhibit A, compensation shall be according to Exhibit C - Schedule of Specific Hourly Rates, attached hereto and incorporated herein by this reference, on a time spent basis plus reimbursement for direct non-salary expenses.

5.1.1 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. Estimated Direct Non-Salary Expenses are shown in Exhibit B.

5.1.1.1 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.

5.1.2 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.

5.2 Unless specifically authorized in writing by the CITY, the total budgetary amount for this PROJECT shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). 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.

5.3 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.

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

## **SECTION 6 RESPONSIBILITY OF CONSULTANT**

6.1 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.

6.2 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 7    AUDIT AND ACCESS TO RECORDS**

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 The CONSULTANT shall ensure that the foregoing paragraphs are included in each subcontract for WORK.
- 7.5 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 8    INSURANCE**

- 8.1 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.

8.1.1 **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 One Million Dollars (\$1,000,000.00) 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, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice (any language in the clause to the effect of “but failure to mail such notice shall impose no obligation or liability of any kind upon the company” shall be crossed out and initialed by the insurance agent). 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.

8.1.2. **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 One Million Dollars (\$1,000,000.00) 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, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice (any language in the clause to the effect of “but failure to mail such notice shall impose no obligation or liability of any kind upon the company” shall be crossed out and initialed by the insurance agent). 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.

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

8.1.4. **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 One Million Dollars (\$1,000,000.00) 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. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice (any language in the clause to the effect of “but failure to mail such notice shall impose no obligation or liability of any kind upon the company” shall be crossed out and initialed by the insurance agent). 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 9 SUBCONTRACTS**

9.1 CONSULTANT shall be entitled, to the extent determined appropriate by CONSULTANT, to subcontract any portion of the WORK to be performed under this Agreement.

## **SECTION 10 ASSIGNMENT**

10.1 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 11 INTEGRATION**

11.1 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 12 JURISDICTION AND VENUE**

12.1 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 of all disputes arising under this Agreement shall be Yakima County, State of Washington.

## **SECTION 13 EQUAL EMPLOYMENT and NONDISCRIMINATION**

13.1 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 14 SUSPENSION OF WORK**

14.1 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 of Project in accordance with SECTION 15.

## **SECTION 15 TERMINATION OF WORK**

15.1 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.

- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 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.
- 15.8 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 16 DISPUTE RESOLUTION**

- 16.1 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 17 NOTICE**

17.1 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 2<sup>nd</sup> Street  
Yakima, WA 98901

CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn:

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

\_\_\_\_\_  
Signature

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

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

Title: City Manager

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest \_\_\_\_\_  
City Clerk

City Contract No. 2012-

Resolution No. R-2012-

## 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) **Seek funding for Mill Site infrastructure**
    - *Identify existing resources and/or encourage the creation of additional resources to facilitate road, utility, and other essential infrastructure improvements to the Mill Site to stimulate economic development of the site*
  - 2) **Obtain a time extension for initiation of utilization of Local Infrastructure Financing Tool ("LIFT") funds**
    - *Request the legislature to extend Yakima's current deadline to issue construction bonds for the Mill Site project from 2016 to 2018*
  - 3) **Identify sustainable funding for gang prevention, intervention, and suppression programs**
    - *Provide support of proposed legislation and/or testimony if needed concerning the need for sustainable sources of state funding to be provided to local government in order to combat gang crime and gang violence*
  - 4) **Secure funding for North 1<sup>st</sup> Street improvement project**
    - *Identify existing resources and/or encourage the creation of additional resources to assist the City in funding a phased implementation of the North 1<sup>st</sup> Street improvement project based on existing design criteria*
  - 5) **Add "ability to pay" to considerations re: labor union arbitration settlements**
    - *Provide support of proposed legislation and/or testimony if needed concerning the rationale behind revising existing arbitration criteria to better reflect the economic realities faced by cities*
- C. Representative shall provide all equipment and personnel needed to fulfill the requirements for representing the City.

**EXHIBIT B**

**Professional Fees**


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**EXHIBIT "C"**

**SCHEDULE OF RATES**