

CITY OF OTHELLO

PROJECT DEVELOPMENT SERVICES AGREEMENT

This Agreement is entered into by and between City of Othello, a municipal corporation, and Gordon Thomas Honeywell Governmental Affairs (hereinafter referred to as "Consultant"), a Limited Liability Corporation licensed to do business in Washington as a governmental affairs firm, for the services described herein upon the following terms and conditions:

A. Scope of Work. Consultant will advise and assist the City of Othello 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 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.

B. Compensation; Expenses. City of Othello 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 Othello 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 Othello 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 written 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 Othello or its nominees, and City of Othello or its nominees shall have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

G. Independent Contractor. Consultant is an independent contractor and nothing contained herein shall be deemed to make Consultant an employee of City of Othello, or to empower consultant to bind or obligate City of Othello 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.

H. Release of Claims; Indemnity.

The Contractor will defend, indemnify and hold the City, its officers, officials, employees, contractors and volunteers harmless from all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performing the Services, except for injuries and damages caused by the sole negligence of the City.

For purposes of this indemnification and hold harmless agreement, the Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The parties expressly agree that this waiver of workers' compensation immunity has been negotiated.

I. Insurance. The Contractor will procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Contractor's performance of the Services.

1. Minimum Scope of Insurance. The insurance includes:
 - a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - b. Commercial General Liability insurance covering liability arising from premises, operations, independent contractors and personal injury and advertising injury, with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The City of Othello shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City of Othello.
 - c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

2. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - a. The Contractor's insurance coverage shall be the primary insurance with respect to the City of Othello. Any insurance, self-insurance, or insurance pool coverage maintained by the City of Othello shall be excess of the Contractor's insurance and shall not contribute with it.
 - b. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after 30 days prior written notice by certified mail, return receipt requested, has been given to the City.

3. Acceptability of Insurers. Insurance will be with insurers having a current A.M. Best rating of not less than A:VII.

4. Verification of Coverage. The Contractor will provide the City of Othello with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the Services.

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

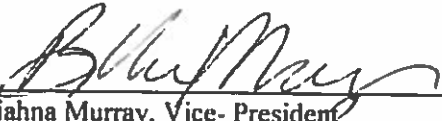
K. Governing Law; Severability. This Agreement shall be governed by the laws of the State of Washington, U.S.A. If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court or arbitrator with lawful jurisdiction, such term or provision shall not affect the 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.

L. 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 Othello, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

M. Miscellaneous.

1. **Entire Agreement.** This Agreement constitutes the sole agreement of the Parties with respect to the Services. It supersedes any prior written or oral agreements or communications between the Parties and may not be modified except in a writing signed by the Parties.
2. **Waiver.** If either party fails to require the other to perform any term of this Agreement, that failure does not prevent the party from later enforcing that term. If either party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.
3. **Binding Effect.** This Agreement binds and inures to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns.
4. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing.
5. **Severability.** If any part of this Agreement is for any reason held to be invalid or unenforceable, the rest of it remains fully enforceable.
6. **"Including."** Unless stated otherwise, the term "including" means "including but not limited to."
7. **Headings.** Headings are for convenience and do not affect the interpretation of this Agreement.
8. **Governing Law.** Washington law applies to the Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.
9. **Execution by Counterpart.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original, but all of which constitute one and the same instrument. An electronic copy or facsimile transmission of a signed copy of this Agreement shall be deemed an original and has the same valid and binding effect.

Consultant:
Gordon Thomas Honeywell
Governmental Affairs

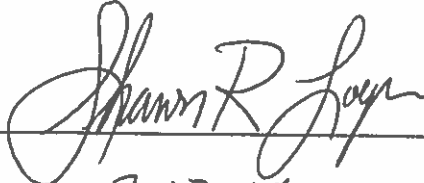


Briahna Murray, Vice- President

Date: 2/6/18

PO Box 1677
Tacoma, WA 98401

City of Othello:



Shawn R. Lopez

Date: 2-13-18

500 E Main Street
Othello, Washington 99344

ATTACHMENT "A"
CITY OF OHELLO PROJECT DEVELOPMENT SERVICES AGREEMENT

- A. Scope of Work:** Consultant shall provide the City with project development services for the following five projects: Lions Park Splash Pad; Farmers Market; Park West; Park South; and, the Civic Center.

GTHGA will provide Othello with all or some of the following project development services, depending on the status and needs of each project:

Project Framing

- Defining the need for the project.
- Assessing project feasibility - estimated costs, funding gaps, local support.
- Helping determine and articulate the project vision, scope, and objectives.
- Developing a step-by-step flow chart taking a project from beginning to end -- for example, from land acquisition to construction completion.

Funding Strategies

- Researching potential public and private sources of grants and financing.
- Determining which project elements can be funded via grants, loans, state agency allocations, legislative appropriations, and other financing mechanisms.
- Recommending fund sources based on relevance to the project.
- Establishing a strategy for securing the desired funding - requirements, tasks, timelines, and responsible parties.

Grant Writing or Review

- Drafting applications, proposals, project briefing materials, funding request packages, and supporting materials to present to external funders.
- Reviewing, editing, coordinating proposals drafted by city staff.
- Facilitating communications and meetings between the city and potential funders.
- Tracking progress of submitted applications.
- Coordinating with GTHGA lobbyists on requested state and federal appropriations.

Project Management

- Assisting with post-award contracting and reporting responsibilities.
- Coordinating project development that involves the city, other consultants, funders and local partners.

- B. Compensation/Expenses:** The City shall pay Consultant a total fee not to exceed \$78,750 for the services listed above over the term of the agreement. The total fee shall include the following subtotals by year: \$24,750 for 2018, \$27,000 for 2019, and \$27,000 for 2020. In addition, the City shall pay Consultant for expenses such as travel, communications and materials, not to exceed a total of \$5,000 over the term of the agreement.
- C. Invoices/Payments:** Consultant shall furnish the City with an invoice for services monthly, at the rate of \$2,250/month, excluding expenses. The City shall pay the Consultant's invoice within thirty (30) days after the City's receipt and verification of the invoice.
- D. Term of Agreement:** Consultant's services shall commence on February 1, 2018 and shall terminate on December 31, 2020.