

## **GOVERNMENTAL RELATIONS SERVICES AGREEMENT**

THIS AGREEMENT is entered into the date last below written between the CITY OF LONGVIEW, WASHINGTON ("CITY") AND CFM Strategic Communications ("CONTRACTOR")

### **1. SERVICES BY CONTRACTOR**

- A. **Performance of Services.** The Contractor shall perform the services described in the scope of work attached hereto as Attachment A. All Services will be rendered to the best of the Contractor's ability and in a timely and professional manner in compliance with all standards and rules reasonably established by the City.
- B. **Modification.** The City periodically may make changes to the services that are within the general scope of the Agreement by giving the Contractor written notice of such changes. If any change results in an increase or a reduction in the work that was contemplated to be performed by the Contractor as described in Attachment A, the Contractor's compensation hereunder shall be modified accordingly.

### **2. PAYMENT**

- A. The City shall pay the Contractor for such services:

**A maximum amount of \$5,000 per month, plus up to \$1,000 annually for expenses incurred under this Agreement and approved by the City.**

- B. The Contractor shall maintain expense records and provide them not more frequently than monthly to the City, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
- C. All invoices shall be paid by mailing a City warrant within 30 days of receipt of a proper invoice after approval of the Contractor's completed tasks/deliverables to the date of the invoice or monthly report, as appropriate.
- D. The Contractor shall keep cost records and accounts pertaining to the Agreement available for inspection by the City's representatives for three (3) years after final payment. Copies shall be made available on request.

- E. If the services rendered do not meet the requirements of the Agreement, the Contractor will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

### **3. DISCRIMINATION AND COMPLIANCE WITH LAWS**

- A. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.
- B. The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including where applicable the Longview Municipal Code.
- C. Violation of this Section 3 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.

### **4. TERM AND TERMINATION OF AGREEMENT**

- A. **Term.** This Agreement shall remain in effect until completion of the services described in Attachment A and final payment therefore unless terminated earlier in accordance with Paragraph 4.B. of this Agreement.
- B. **Rights upon Termination.** This Agreement may be terminated by either party without cause upon thirty days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Contractor pursuant to this Agreement shall be submitted to the City, and the Contractor shall be entitled to just and equitable compensation at the rate set forth in Paragraph 2 for any satisfactory work completed prior to the date of termination.
- C. **Noninterference with business.** During the course of the Contractor's performance of the services for the City and for a period of twelve (12) months after the completion of such services, the Contractor will not interfere with the City's business in any manner, including without limitation, encouraging anyone to leave the City's employ or encouraging any employee or independent contractor to sever that person's relationship with the City.

### **5. OWNERSHIP OF WORK PRODUCT**

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City, shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if it uses products prepared by the Contractor for purposes other than those

intended in this Agreement, it does so at its sole risk and it agrees to hold the Contractor harmless therefore.

## **6. GENERAL ADMINISTRATION AND MANAGEMENT**

The City Manager of the City, or his/her designee, shall be the City's representative and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices under this Agreement.

## **7. INDEMNIFICATION AND HOLD HARMLESS**

- A. The Contractor shall protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all cost, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omission of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agent. For this purpose the Contractor, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- B. The City shall protect, defend, indemnify and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omission of the City. The City agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the City, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provision of this article, all such fees, expenses, and costs shall be recoverable from the City.
- C. The Contractor will indemnify, defend, and hold the City (and its elected officials, officers, employees, successors, assigns, insurers, licensees, distributors, independent contractors, and agents) harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) arising out of or resulting from any claim, action, or other proceeding that is based upon (a) the Contractor's breach of any obligations, representations, or warranties under the Agreement, (b) the Contractor's outside business activities, or (c) the infringement or misappropriation by the Contractor of any foreign or United States patent, copyright, trade secret, or other proprietary right in results.

## **8. INSURANCE; RISK OF LOSS**

The Contractor shall maintain insurance that is sufficient to protect the Contractor's business against all applicable risks, as set forth in Attachment B. The Contractor will cause the indemnified parties, as described in Section 7 above, to be named as additional insureds on the policy required under the Agreement and shall cause its insurance to be primary to any insurance carried by the indemnified parties. The Contractor will provide the City with certificates of insurance and other supporting materials as City reasonably may request to evidence Contractor's continuing compliance with this Section 8. The Contractor will be liable for all loss or damage, other than ordinary wear and tear, to the City's property in the Contractor's possession or control that is caused by the Contractor. In the event of any such loss or damage, the Contractor will pay the City the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage.

## **9. INDEPENDENT CONTRACTOR**

- A. **Nature of Relationship.** The Contractor shall be and act as an independent Contractor (and not as the employee, agent, or representative of the City) in the performance of the services for the City. This Agreement shall not be interpreted or construed as creating or evidencing an association, joint venture, partnership, or franchise relationship among the parties or as imposing any partnership, franchise, obligation, or liability on any party. The Contractor will not represent himself/herself as an employee of the City. The Contractor shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of the City. So long as the Contractor is able to adequately perform all of the Contractor's obligations under the Agreement in a skilled and workmanlike manner. Since the Contractor will not be an employee of the City, the Contractor will not be entitled to any of the benefits that the City may make available to its employees, such as but not limited to vacation leave, sick leave, or insurance programs, including group health insurance or retirement benefits; nor shall the Contractor permit or cause any of the Contractor's employees, agents, or subcontractors to perform any services under the Agreement in such a way as to cause or enable them to become, or claim to have become, employees, common law or otherwise, of the City. In addition, the Contractor acknowledges that as an independent contractor, he/she/it and or his/her/its agents, servants, or employees are not eligible to recover worker's compensation benefits from or through the City in the event of injury.
- B. **Contractor Responsible for Business License, Taxes and Records.** The contractor shall obtain a Longview Business License prior to commencing any work under this Agreement. The Contractor will be solely responsible for and will file, on a timely basis, all tax returns and payment required to be filed with or made to any federal, state, or local tax authority with respect to the Contractor's performance of the services and receipt of fees under the Agreement. The Contractor will be solely responsible for and must maintain adequate records of expenses incurred in the course of performing the services under the Agreement. No part of the Contractor's payment will be subject to withholding by the City for the payment of any social security, federal, state or any other employee payroll taxes; nor shall

the City be obligated to make any such withholdings and/or payments on behalf of any employee, subcontractor, supplier, or other person working for or engaged by the Contractor to perform the Contractor's obligations under the Agreement. The City will regularly report amounts paid to the Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law.

## **10. SUBLETTING OR ASSIGNING AGREEMENT**

Neither the City nor the Contractor shall assign, transfer, or encumber any rights, obligations, duties, or interests accruing or arising from this Agreement without the express prior written consent of the other. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

## **11. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of the Contractor's activities except as set for in this Agreement.

## **12. GENERAL PROVISIONS**

- A. **Governing Law.** The Agreement will be governed by the laws of the State of Washington and its choice of law rules. The Contractor irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in Cowlitz County, Washington or the applicable federal court for such County, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.
- B. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The City and the Contractor agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- C. **Nonwaiver.** Any failure by the City to enforce strict performance of any provision of the Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of the Agreement.
- D. **City Marks.** The Contractor will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or log confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- E. **Notices.** All notices and other communications required under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address as follows:

CITY:

David Campbell, City Manager  
City of Longview  
P.O. Box 128  
Longview, WA 98632  
360-442-5004

CONTRACTOR:

Joel Rubin  
CFM Strategic Communications, Inc.  
1100 SW Sixth Ave., Ste. 1425  
Portland, OR 97204

- F. **Legal Fees.** In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
- G. **Counterparts.** The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.
- H. **Captions.** The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

### 13. EXTENT OF AGREEMENT/MODIFICATION

This Agreement together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

INWITNESS WHEREOF, the parties have executed this Agreement as of \_\_\_\_\_, 2016.

CONTRACTOR

CITY OF LONGVIEW

By:\_\_\_\_\_

By:\_\_\_\_\_

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

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

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

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

Address:\_\_\_\_\_

Approved as to form:

City/State/ZIP:\_\_\_\_\_

By:\_\_\_\_\_

Tax ID#\_\_\_\_\_

City Attorney

## **ATTACHMENT A SERVICES & COMPENSATION**

### **1. The Services**

#### **1.1 General Description**

- 1) Work with the City to develop, prepare, and coordinate up to four 2017 grant requests.**
- 2) Research and locate proper federal account for grant application for up to four projects.**
- 3) Work with the City to monitor WRDA and transportation reauthorization bill. If possible, work to develop up to three projects to submit for authorization.**
- 4) Work with City to prepare supporting documentation, strategic messaging and communications literature for grant, transportation and WRDA requests.**
- 5) Schedule and attend meetings in Washington, D.C. between City officials and Congressional representatives and staff. Plan and schedule additional meetings in D.C. and Longview if necessary.**
- 6) Work with Longview to obtain letters of support from stakeholders for project and submit letter to federal agencies.**
- 7) Work with Members of Congress to secure grant funding.**
- 8) Monitor House and Senate Appropriations bills and prepare timely updates to Longview.**
- 9) Research, evaluate, edit and advocate for 2017 grant opportunities for city projects.**
- 10) Coordinate short term and long term dredging activity with the Corps and work with the Congressional delegation to pursue agency funding.**

#### **1.2 2017 Legislative Agenda**

(to be inserted)

#### **1.3 Timeline**

CFM will assist Longview in developing a long-term strategy for discovering and securing grants, supporting or opposing legislation and building relationships with congressional and federal agency officials as soon as a contract is implemented.

Because of the fluid congressional schedule, below is a “rough” one-year timeline of services we will provide for the City of Longview:

- November-December, 2016 – Work with City Council, City Manager or any other city official deemed appropriate to coordinate a 2017 federal agenda; work with City to prioritize grant projects and focus on funding needs for the City; coordinate prioritization activities with the state lobbying strategy; identify the most appropriate accounts in the



various appropriation and authorization bills where City proposals have the best chance for legislative success.

- January-February, 2017 – Coordinate with the City, the Washington Congressional delegation and community leaders to garner support for various projects; produce communication materials; conduct briefings with relevant Capitol Hill staff and Members on legislative agenda; organize Washington, D.C. meetings for City officials; work with the Washington Congressional delegation and federal agency staff to advocate for City agenda; review President’s budget and legislative proposals and interpret impact on Longview; collaborate on advancing the state and federal legislative agenda.
- March-April, 2017 – Shore up support from Members of Washington Congressional delegation and community stakeholders for the City’s projects; monitor and target grant opportunities and develop proposals to submit to various agencies; work with Congressional delegation and stakeholders to submit letters of support; collaborate on advancing the state and federal legislative agenda.
- May-June, 2017 – Work with City staff to develop communications tools; work to familiarize agency staff and other key Congressional Members and staff with City projects; organize briefings for Members of Congress and staff to visit city projects; work with City staff and officials to develop grant strategies.
- July-December, 2017 – Work with Washington delegation, agency officials and stakeholders to advocate for grant projects; notify Longview of grants secured; track action in authorization committees and look for opportunities to seek Congressional authorization for projects; prepare written and oral progress report to City.

In addition to the timeline above, CFM would perform the following functions throughout the year:

- Provide frequent updates to City officials and staff on status of projects;
- Closely coordinate with City Council, City Manager and staff and Mark Brown, perhaps even on a daily basis, to ensure timelines and tasks are being adequately met;
- Coordinate with other regional entities to help develop region-wide support for existing and new City projects; and
- Look out for new funding opportunities for the City that may arise.

#### 1.4 Schedule

Contractor will begin providing services on January 1, 2017 and will complete services on December 31, 2017.

#### 1.5 Deliverable Items

Applications, strategic messages and communications literature, and appropriate supporting documentation. Deliverables will be provided in suitable electronic format where possible. Services provided can not legally guarantee federal funding.

## 1.6 Designated Personnel

Contractor's main point of contact at the City will be David Campbell, or such other personnel as City may designate from time to time.

## 2. Compensation

### 2.1 Amount and Basis

Contractor will submit an invoice to the City for services performed and reimbursable expenses. The invoice will be in a form and content reasonably acceptable to City and will describe the services performed and reimbursable expenses up to the limit allowed. Contractor will furnish such receipts, documents, and other supporting materials as City reasonably may request to verify the content of any invoice.

## **ATTACHMENT “B”**

### **INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

#### **A. Minimum Insurance**

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence /\$2,000,000 annual aggregate,
2. Stop/Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease,
3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto,
4. Workers’ Compensation coverage as required by the Industrial Insurance Laws of the State of Washington, or as required by the appropriate State in which contractor employs staff.

#### **B. Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City.

#### **C. Other Provisions.**

Commercial General Liability policies shall be endorsed to:

1. Include the City, its officials, employees, and volunteers as insureds,
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,
3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days’ written notice has been given to the City.

#### **D. Acceptability of Insurers**

Insurance shall be placed with insurers with a rating acceptable to the City.

#### E. Verification of Coverage

Contractor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

#### F. Subcontractors

Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.