



No. _____
(City Clerk Use Only)

CONTRACT ROUTING FORM

| | | | | |
|--------------------|---------------------------------------|--|-------------------|----------------|
| DESCRIPTION | Originator: | Mayor Mike Rosen | Routed by: | Carolyn LaFave |
| | Department/Division: | Mayor's Office | Date: | 08/23/2024 |
| | Name of Consultant/Contractor: | EASL, Inc./dba Liz Loomis Public Affairs | | |
| | CONTRACT TITLE: | Liz Loomis Public Affairs PSA | | |

| | | | |
|---|---|--|---|
| CONTRACT CONTENT | Type of Contract: | | |
| | <input type="checkbox"/> (GR) Grants | <input type="checkbox"/> (I) Intergovernmental Agreement | <input type="checkbox"/> (L) Lease Agreement |
| | <input type="checkbox"/> (S) Purchase of Services | <input type="checkbox"/> (W) Public Works | <input checked="" type="checkbox"/> (O) Other |
| | Bid/RFP Number: | | |
| | Effective Date: 09/01/2024 | | Completion Date: 04/30/2025 |
| Has the original City contract boilerplate language been modified? <input type="radio"/> Yes <input checked="" type="radio"/> No | | | |
| If yes, specify which sections have been modified: | | | |
| Description of Services: | | | |

| | | | |
|--------------------------|---|-------------------------|-----------------------------|
| FINANCIAL DETAILS | Total Amount of Contract: | | |
| | Budget # | 001.000.21.513.10.41.00 | Amount: \$ 64,000.00 |
| | Budget # | | Amount: |
| | Budget # | | Amount: |
| | Are there sufficient funds in the current budget to cover this contract? <input checked="" type="radio"/> Yes <input type="radio"/> No | | |
| | Remarks: | | |

| | | |
|------------------|--|---|
| SIGNATURE | Authorization Level: Mayor | |
| | <input type="checkbox"/> 1. Project Manager | <input type="checkbox"/> 6. City Council Approval Date (if applicable) |
| | <input type="checkbox"/> 2. Risk Management/Budget | <input checked="" type="checkbox"/> 7. Mayor |
| | <input checked="" type="checkbox"/> 3. City Attorney | <input checked="" type="checkbox"/> 8. City Clerk |
| | <input checked="" type="checkbox"/> 4. Consultant/Contractor | |
| | <input type="checkbox"/> 5. Other | |



CITY OF EDMONDS

121 5TH AVENUE NORTH · EDMONDS, WA 98020 · 425-771-0220 · FAX 425-672-5750
Website: www.edmondswa.gov

MIKE ROSEN
MAYOR

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into between the City of Edmonds, hereinafter referred to as the “City,” and EASL, Inc. (d/b/a Liz Loomis Public Affairs), hereinafter referred to as the “Consultant.”

WHEREAS, the City desires to engage the professional services and assistance of a consulting firm to provide strategic communication consulting services related to the potential South County Fire annexation; and

WHEREAS, the Consultant has the necessary skills and experience, and desires to provide such services to the City;

NOW, THEREFORE, in consideration of the mutual benefits accruing, it is agreed by and between the parties hereto as follows:

1. **Scope of work.** The scope of work shall include all services and material necessary to accomplish the above mentioned objectives in accordance with the Scope of Work that is marked as Exhibit A, attached hereto and incorporated herein by this reference.

2. **Payments.** The Consultant shall be paid by the City for completed work for services rendered under this Agreement as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

A. Payment for work accomplished under the terms of this Agreement shall be on a flat fee basis as set forth in Exhibit A; **provided**, in no event shall the payment for work performed pursuant to this Agreement exceed the sum of SIXTY-FOUR THOUSAND DOLLARS (**\$64,000.00**).

B. All vouchers shall be submitted by the Consultant to the City for payment pursuant to the terms of this Agreement. The City shall pay the appropriate amount for each voucher to the Consultant. The Consultant may submit vouchers to the City monthly during the progress of the work for payment of completed phases of the project. Billings shall be reviewed in conjunction with the City’s warrant process. No billing shall be considered for payment that has not been submitted to the City three (3) days prior to the scheduled cut-off date. Such late vouchers will be checked by the City and payment will be made in the next regular payment cycle.

C. The costs records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City for a period of three (3) years after final payment. Copies shall be made available upon request.

3. **Ownership and use of documents.** All research, tests, surveys, preliminary data, reports, and any and all other work product prepared or gathered by the Consultant in preparation for the services rendered by the Consultant under this Agreement shall be and are the property of the Consultant, **provided, however,** that:

A. All final reports, presentations, documentation and testimony prepared by the Consultant shall become the property of the City upon their presentation to and acceptance by the City and shall at that date become the property of the City.

B. The City shall have the right, upon reasonable request, to inspect, review and copy any work product during normal office hours. Documents prepared under this Agreement and in the possession of the Consultant may be subject to public records request and release under Chapter 42.56 RCW.

C. In the event that the Consultant shall default on this Agreement, or in the event that this Agreement shall be terminated prior to its completion as herein provided, the work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City and tender of the work product and summary shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost.

4. **Time of performance.** This Agreement will be in effect between September 1, 2024 and April 30, 2025. The Consultant shall begin work promptly in accordance with the receipt of the required governmental approvals.

5. **Indemnification / Hold harmless agreement.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, demands, or suits at law or equity arising from the acts, errors or omissions of the Consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

The Consultant shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. **General and professional liability insurance.** The Consultant shall obtain and keep in force during the term of this Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the State.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall be written with limits no less than one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance secured by the Consultant, the City will be named on all policies as an additional insured. The Consultant shall furnish the City with verification of insurance and endorsements required by the Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The Consultant shall submit a verification of insurance as outlined above within fourteen days of the execution of this Agreement to the City.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the City.

7. **Discrimination prohibited.** The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, marital status, veteran status, liability for service in the armed forces of the United States, disability, or the presence of any sensory, mental or physical handicap, or any other protected class status, unless based upon a bona fide occupational qualification.

8. **Consultant is an independent contractor.** The parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee or representative of the Consultant shall be deemed to be an agent, employee or representative of the City for any purpose. The Consultant shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Agreement.

9. **City approval of work and relationships.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City. During pendency of this Agreement, the Consultant shall not perform work for any party with respect to any property located within the City of Edmonds or for any project subject to the administrative or quasijudicial review of the City without written notification to the City and the City's prior written consent.

10. **Termination.** This being an Agreement for professional services, either party may terminate this Agreement for any reason upon giving the other party written notice of such termination no fewer than ten (10) days in advance of the effective date of said termination.

11. **Integration.** The Agreement between the parties shall consist of this document and the Scope of Work and fee schedule attached hereto as Exhibit A. These writings constitute the entire Agreement of the parties and shall not be amended except by a writing executed by both parties. In the event of any conflict between this written Agreement and any provision of Exhibit A, this Agreement shall control.

12. **Changes/Additional Work.** The City may engage the Consultant to perform services in addition to those listed in this Agreement, and the Consultant will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Work, the City understands that a revision to the Scope of Work and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Consultant to render services, or the City to pay for services rendered, in excess of the Scope of Work in Exhibit A unless or until an amendment to this Agreement is approved in writing by both parties.

13. **Standard of Care.** The Consultant represents that the Consultant has the necessary knowledge, skill and experience to perform services required by this Agreement. The Consultant and any persons employed by the Consultant shall use their best efforts to perform the work in a professional manner consistent with sound practices, in accordance with the schedules herein and in accordance with the usual and customary professional care required for services of the type described in the Scope of Work.

14. **Non-waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **Non-assignable.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

16. **Covenant against contingent fees.** The Consultant warrants that he/she/they has/have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he/she/they has/have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. **Compliance with laws.** The Consultant in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services.

The Consultant specifically agrees to pay any applicable business and occupation (B & O) taxes which may be due on account of this Agreement.

18. **Notices.** Notices to the City of Edmonds shall be sent to the following address:

**City of Edmonds
121 Fifth Avenue N
Edmonds, WA 98020**

Notices to the Consultant shall be sent to the following address:

**EASL, Inc.
d/b/a Liz Loomis Public Affairs
P.O. Box 2451
Snohomish, WA 98291**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mails, with proper postage and properly addressed.

DATED THIS 8/23/2024 day of 8/23/2024 2024.

CITY OF EDMONDS

EASL, INC. d/b/a Liz Loomis Public Affairs

Signed by:

Mayor Mike Rosen

F10738AAA7E9463...

Mike Rosen, Mayor

DocuSigned by:

Liz Loomis

C264C66A84244CA...

Elizabeth Anne-Stead Loomis, President

ATTEST/AUTHENTICATED:

DocuSigned by:

Scott Passey

7B732FF8F8DD4AB...

Scott Passey, City Clerk

APPROVED AS TO FORM:

Signed by:

Sharon Cates

25BFC07762F2449...

Office of the City Attorney

EXHIBIT A

Scope of Work

- I. **Consulting Services.** The City hereby employs the Consultant to provide strategic communication services in accordance with the terms and conditions set forth in the Agreement. These services include:
 - a. Zoom calls as needed with the City or designated persons;
 - b. Messaging for the City about annexing to South County Fire; and
 - c. Communication materials or correspondence to educate on the proposed annexation.

- II. **Time Devoted by Consultant.** It is anticipated the Consultant will spend such time as is necessary to complete the projects identified in the mutually agreed upon scope of work for the agreed flat fee. Additional work not included above, but authorized by the City is considered “other duties as assigned” and will be billed at two hundred fifty dollars (\$250.00) per hour. Such additional work is not included in the flat fee.

- III. **Place Where Services Will Be Rendered.** The Consultant will perform all services in accordance with this Agreement at a location of the Consultant’s discretion.

- IV. **Reimbursement of Expenses.**
The City’s monthly payments to the Consultant under the flat fee will include reasonable expenses accrued in support of official business. Reasonable expenses could include travel time and voter files. Costs for printing, mail house handling charges, and postage for mailings will be invoiced to the City directly from the City’s preferred vendors and paid directly by the City.

- V. **Independent Contractor.** Both the City and the Consultant agree that the Consultant will act as an independent contractor in the performance of duties under this Agreement. Accordingly, the Consultant shall be responsible for payment of all taxes, including Federal, State and local taxes arising out of the Consultant’s activities in accordance with this Agreement (e.g., Federal income tax; Social Security tax; State or local income, business or occupation taxes; Unemployment Insurance taxes; and any other taxes or business license fees).

- VI. **Confidential Information.** The Consultant agrees to hold in strict confidence any information received in furtherance of the Consultant’s obligations under this Agreement related to confidential, financial or business affairs of the City and will not reveal the confidential information provided the Consultant to any other persons, firms or organizations.

- VII. **Conflict of Interest.** The Consultant agrees not to engage in any contractual activities with a client that could create an organizational conflict of interest with the Consultant’s position under this Agreement, which might impair the Consultant’s ability to render unbiased advice or service. Therefore, the Consultant agrees to seek prior written approval from the City before entering into a contract with another party that could pose a conflict of interest.

