

City of Blaine
Request for Council Action
Meeting Date: October 25, 2021

Subject: Approving Contract with Gordon Thomas Honeywell Governmental Affairs

Department: City Manager

Prepared By: _____
(Digital Signature)

Agenda Location: Consent Agenda Council Action Unfinished Business

Attachments:

1. Agreement with Gordon Thomas Honeywell Governmental Affairs
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Background/Summary:

The City of Blaine has contracted with Gordon Thomas Honeywell Governmental Affairs (GTHGA) for lobbying services since 2017. We have had substantial success moving the City's legislative priorities forward. GTHGA has been fundamental to helping us navigate the state legislative and budget development process. The City's current contract with GTHGA ends on December 31, 2021.

The attached contract would fund ongoing services with GTHGA from January 2022 through December 2022 at a total cost of \$34,620 for 12 months.

Budget Implications: Current Budget New Budget Request Non-Budgetary

This agreement is included in the proposed 2022 budget.

Recommendation:

Staff recommends City Council move to authorize the City Manager to enter into a contract with Gordon Thomas Honeywell Governmental Affairs for the term of January 2022 to December 2022.

Reviewed By:

City Manager _____ Finance Director _____ City Clerk _____
(Digital Signature) (Digital Signature) (Digital Signature)

**CITY OF BLAINE
CONSULTING AGREEMENT**

This Agreement is entered into by and between City of Blaine and Gordon Thomas Honeywell Governmental Affairs (hereinafter referred to as "Consultant"), upon the following terms and conditions:

A. Scope of Work. Consultant will advise and assist the City of Blaine 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 Blaine 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 Blaine 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 Blaine 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 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 Blaine or its nominees, and City of Blaine 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 Blaine, or to empower consultant to bind or obligate City of Blaine 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. Consultant hereby releases, and shall defend, indemnify and hold harmless City of Blaine from and against all claims, liabilities, damages and costs arising directly or indirectly out of, or related to, Consultant's fault, negligence, strict liability or produce liability of Consultant, and/or that of any permitted employee or subcontract or Consultant, pertaining to the Services hereunder.

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

J. Governing Law; Severability. This Agreement shall be governed by the laws of the State of Washington, U.S.A. (excluding conflict of laws provisions). If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction hereover (excluding arbitrators), 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.

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

L. Entire Agreement; Etc. This Agreement, and its incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersede any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any provision hereof which may be reasonably deemed to survive the expiration or termination of this Agreement shall so survive and remain in continuing effect. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party.

Consultant:
Gordon Thomas Honeywell
Governmental Affairs

City of Blaine:

Briahna Murray, Vice-President

Michael Jones, City Manager

Date: _____

Date: _____

**ATTACHMENT "A" TO
CITY OF BLAINE CONSULTING AGREEMENT**

A. Scope of Work: Consultant shall provide City of Blaine with the following governmental affairs services:

- Perform activities throughout the legislative interim including advising on interactions with state agencies, advising on activities to thank the delegation for previous efforts, advising on development of future requests, and other activities to advance the City of Blaine's legislative priorities.
- Lobby the Legislature to secure funding for projects prioritized by the City of Blaine and ensure that funding that has been allocated is not eliminated or removed. This includes preparing the necessary request forms and advocacy documents; meeting with the legislative delegation before, during, and after the legislative session; coordinating trips to Olympia for city staff and elected (subject to the format of the 2022 Legislative Session); meeting with additional legislators as needed to advance the City's priorities; and other activities necessary to advance the City of Blaine's legislative priorities.
- Coordinate with the Washington State Department of Transportation, the Governor's Office, and the Legislature to continue to advance the Marine Drive Reconstruction transportation project, state ARPA allocations for infrastructure, local option transportation revenue tools, and such items as may be on the City Council-adopted legislative agenda.
- Develop and execute a legislative strategy to advance funding and policy requests, meeting with the City's legislative delegation, and meeting with key legislators over the interim and throughout the legislative session.
- Provide the City with periodic legislative reports. Monitor issues of interest through the Association of Washington Cities and engage on lobbying those issues as directed by the City.
- GTH-GA shall register as the City's lobbyist with the Public Disclosure Commission.

B. Compensation/Expenses: City of Blaine shall pay Consultant a monthly fee of \$2,634.99. Additionally, the Consultant may invoice for communication and travel expenses, not to exceed \$3,000 for the term of the contract.

C. Invoices/Payments: (a) Consultant shall furnish City of Blaine with invoices for services performed on a monthly basis, and (b) City of Blaine shall pay each of Consultant's invoices within thirty (30) days after City's receipt and verification of invoices.

Term of Agreement: Consultant's services shall commence on January 1, 2022 and shall terminate on December 31, 2022