

March 14, 2023



Request for Proposals

Lacey Mayor's Gala Event Coordinator

March 14, 2023

CITY OF LACEY

Request for Proposal

Lacey Mayor's Gala Event Coordinator

PURPOSE

The City of Lacey is seeking proposals from qualified service providers of event coordinator services for the 2023 Lacey Mayor's Gala. The Mayor's Gala is scheduled for Friday, October 20, 2023, at South Puget Sound Community College - Lacey Campus (4220 6th Ave SE, Lacey, WA, 98503).

Proposals will be evaluated based on the coordinators experience providing services of this type, ability and capacity to perform the work, responsiveness and completeness of proposal, and proposed cost of services. The successful candidate will demonstrate proven event management skills, and show examples of relevant event coordination experience, and should showcase the quality, breadth, and approach used in prior services provided.

Proposals, prepared according to the following detailed instructions, must be received at the email address below **no later than 5:00 PM PST, April 11, 2023**.

The City of Lacey assumes no obligations of any kind for expenses incurred by any respondent to this solicitation.

It is the City of Lacey's policy to assure nondiscrimination in any contract entered into pursuant to this advertisement. Contractors will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award as provided by Title VI of the Civil Rights Act of 1964.

For additional information, contact:

Jenny Bauersfeld, Community Relations Specialist
Lacey Public Affairs Department
420 College Street SE
Lacey, WA 98503
Phone: (360) 438-2621
E-mail: jbauersf@ci.lacey.wa.us

COMMUNICATION FOR QUESTIONS AND ANSWERS

In order to ensure that all potential Proposers have the same information and the same opportunity to make their very best proposal, all questions will need to be submitted electronically to jbauersf@ci.lacey.wa.us.

Questions will be answered as received. All questions should be submitted no later than March 29, 2023 at 5:00 p.m. PST.

Answers and interpretations to all inquiries will be posted at the following locations no later than March 31, 2023, by 5:00 p.m. (PST):

The City of Lacey's solicitation page under "RFP: Lacey Mayor's Gala Event Coordinator" at [RFPs, RFQs, RFIs & Bids - City of Lacey](#)

GENERAL INFORMATION

The City of Lacey is organized under the optional municipal code (Chapter 35A.63 RCW) as a Council-Manager plan of government.

The Lacey Mayor's Gala is a biennial event, with previous Gala's being held in 2017, 2019, and virtually in 2021. Past Mayor's Galas have raised money and awareness for the Lacey Veteran's Services Hub, including funding to support local veterans.

Below are photos from the last in-person Mayor's Gala in 2019 held at the South Puget Sound Community College Lacey Campus. There were 250 people in attendance which is the desired goal for this year's Gala. A cocktail hour with a string trio, appetizers, and beverages started the event. A buffet dinner was provided for ticketed guests as well as a no-host bar, serving a variety of cocktails and wine. The no-host bar was provided and operated by Rebuilding Together Thurston County; their organization retained the profits brought in by the beverage sales.

There were two fundraising components present at the 2019 Mayor's Gala; a Dessert Dash fundraiser and a Call-to-Action Paddle Raise. The desserts were donated by businesses and individuals throughout the community.

The City of Lacey purchased and has available for use a number of décor items, including tablecloths, bistro tables, chair covers, and a number of centerpiece items. See **Attachment A** for list of full décor items available.

The City's Public Affairs Department will work with the Event Coordinator to ensure the success of the Lacey Mayor's Gala.



INTENDED SCHEDULE

RFPs Due	April 11, 2023
Interviews & Presentations (if needed)	April 17 or 18, 2023
Negotiations with Finalist	Week of April 24-28, 2023
Finalize Contract	Beginning of May 2023

SCOPE OF WORK

The City of Lacey Public Affairs Department and Event Coordinator will mutually work to establish:

- A. Fundraising goals and event budget, including ticket prices and sponsorships
- B. Aesthetics and tone of the event
- C. Selection of speakers, menu, fundraising elements
- D. Create invitation list and distribute invitations. Monitor attendee registrations and create event seating chart prior to event
- E. Develop and execute a marketing and promotion plan in conjunction

Event Coordinator will provide the following:

- A. Book, contract with, and directly pay all event vendors, emcees, speakers, entertainment, etc.
- B. Be available for weekly check-ins with City staff
- C. Develop a timeline of event coordination tasks to occur
- D. Lead the project management of the Gala to ensure a unique and enjoyable event which raises support and awareness of a program recipient to be determined.
- E. Design invitations, marketing materials, banners, and signage (using existing templates, see **Attachment B**)
- F. Order printed materials
- G. Seek event sponsorships. Final approval of sponsors is at the City's discretion.
- H. Coordinate event details including:
 - i. Event space layout
 - a) Stage/Lighting arrangements
 - b) Decorations
 - ii. Program schedule
 - a) Mayor's Gala Emcee
 - b) Potential keynote and guest speakers
 - c) Fundraiser activities (e.g., Dessert Dash, etc.)
 - d) Other entertainment (e.g., bands, performers, etc.)
 - iii. Food menu and catering services
 - iv. Online event registration via donation software Compass 360 (existing contract)
 - v. Event staff as appropriate for hosting the event
 - vi. Event set-up and take-down
- I. Oversee the event day-of

The City of Lacey Public Affairs staff will provide the following:

- A. Secure the event location (South Puget Sound Community College – Lacey Campus)
- B. Secure a photographer
- C. Provide Event Coordinator access to the donation software (Compass 360)
- D. Website updates
- E. Process all monies collected for table sales, individual tickets, sponsorships, and donations

The service costs are expected to be in the range of \$10,000 to \$20,000. The final dollar amount will be negotiated as part of the final contract and scope of work with the successful contractor.

TIMELINE

The contract is anticipated to start at the beginning of May, and be in place through November 31, 2023. This will allow for final invoices and reporting to be submitted to the City of Lacey.

DRAFT PROFESSIONAL SERVICES AGREEMENT

A copy of the City of Lacey's standard contract is included with this RFP, see **Attachment C**. Proposers should review all of the terms and conditions of the contract, including indemnity and insurance requirements, to ensure that they are able to execute and comply with all of the terms and conditions specified in the contract. The City of Lacey reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City of Lacey.

PROPOSAL FORMAT

The RFP should be provided in PDF, be no more than ten (10) pages in length, and include the following information:

1. Name and contact information
2. Describe two or three equivalent events that you have organized in the last five years and demonstrate how they were successful and how that success was measured
3. Proposed components of Lacey Mayor's Gala
4. Proposed itemized estimate of cost of services
5. Proposed timeline of event coordination

Please submit your completed RFP packet electronically to:

Jenny Bauersfeld, Community Relations Specialist
Lacey Public Affairs Department
E-mail: jbauersf@ci.lacey.wa.us
Phone: (360) 438-2621

SELECTION PROCESS

Statements will be reviewed and evaluated by considering the quality of experience, strength of the approach, and the responses to the RFP. City staff members will review all proposals. Each staff member on the evaluation panel will rate the criteria on a scale from 1 to 5 (1 = Poor, 2 = Below Average, 3 = Average, 4 = Above Average, and 5 = Excellent), and scores will be added to help determine the most qualified service providers.

Proposals will be rated based on the following criteria:

- Responsiveness and completeness of proposal – 10%
- Ability and capacity to perform the work – 30%
- Proposed components and timeline – 30%
- Proposed cost of services – 30%

If necessary, service providers may be invited to interview with the evaluation panel. Based on the RFPs and/or interviews, the selection panel will recommend to the Assistant City Manager the firm which, in its opinion, best meets the requirements set forth in this Request for Proposal and negotiate a professional services agreement.

PUBLIC INFORMATION

All proposals and information included therein or attached thereto submitted in response to this RFP shall become public record upon proposal opening and will be available for review upon request.

The City will disclose those parts of records the proposal has marked "proprietary information" only to authorized persons unless: (a) the City discloses the records in response to a public disclosure request or (b) the proposer has given the City express advance written permission to disclose the records.

"Authorized persons" means those City officers and employees for whom the proprietary information is necessary to evaluate proposal and to perform their duties or obligations to the City.

If the City receives a public disclosure request for records that the proposer has marked "proprietary information", the City may promptly notify the proposer of the request. The City may postpone disclosing these records for thirty (30) business days after it has sent notification to the proposer, in order to allow the proposer to file a lawsuit to enjoin disclosure. If the City has notified the proposer of a public disclosure request, and the proposer has not obtained an injunction and served the City with that injunction by the close of business on the tenth business day after the City sent notice, the City will then disclose the record.

ATTACHMENT A

Mayor's Gala Décor Items Available for Use

Item Description	Quantity
120 in. Round Tablecloths (Navy Blue)	32
Chair Slip Covers (Cream)	255
Chair Back Decorative Bands (Burgundy)	255
Small Bulb Vases	35
Glass Champaign Flute Candle Holders	32
Gold Painted/Decorated Wine Bottles (Centerpiece Table No. Holder)	32
Folding Bistro Tables with Black Fitted Tablecloths	20
Posters/Bios of Past Lacey Mayors (20x26)	14
Variety of Artificial Greenery Plants	3-5

ATTACHMENT B

Gala Invitation (Digital)

*You are cordially
invited to the*
MAYOR'S

Gala

MAYOR'S GALA
And Fundraiser for the Lacey Veterans Services Hub

FRIDAY, MAY 31, 2019
**SOUTH PUGET SOUND
COMMUNITY COLLEGE
LACEY CAMPUS**
4220 6th Avenue SE • Lacey, WA

6 P.M. SOCIAL
**7 P.M. DINNER • DESSERT DASH
& PROGRAM**

DRESS
Cocktail Attire

TICKETS
Individuals: \$50 • Table of 8: \$400
Purchase at ci.lacey.wa.us/2019-Mayors-Gala

SUPPORT LOCAL VETERANS

Did you know **32,000 Veterans** live in Thurston County?
The **Lacey Veterans Services Hub** provides Veterans local access to vital programs and services, including:

- **VA Benefits, Housing, and Nutrition**
- **Education, Employment, and Training**
- **Counseling and Peer-to-Peer Support**
- **Financial and Legal**

JOIN US FOR A NIGHT OF FUN & FUNDRAISING

Social, dinner, dessert dash, inspiring speakers, and more.
A fundraiser for the Lacey Veterans Services Hub.

MAYOR'S GALA • FRIDAY, MAY 31, 2019
**SOUTH PUGET SOUND COMMUNITY COLLEGE
LACEY CAMPUS**
6 P.M. SOCIAL
7 P.M. DINNER • DESSERT DASH • PROGRAM

HELP US HELP VETERANS

Purchase tickets at ci.lacey.wa.us/2019-Mayors-Gala

For more information, contact:
City of Lacey Public Affairs
PublicAffairs@ci.lacey.wa.us • 360.491.3214



Gala Program (Front/Back)

MAYOR'S *Gala*

AND FUNDRAISER FOR THE
LACEY VETERANS SERVICES HUB

*Thank you for attending the
Mayor's Gala, supporting the
Lacey Veterans Services Hub*

*Mayor Ryder & the Lacey City Council
Cordially Welcome You*

Lacey Veterans Services Hub

More than 32,000 Veterans live in
Thurston County, many in need of local
access to vital services. The City of Lacey
and a number of local service
providers established the
Lacey Veterans Services Hub
in response to this need.

The **Lacey Veterans Services Hub**
offers Veterans one-stop, local assistance
with housing, counseling, education,
VA benefits, and more.



6 P.M.

NO-HOST SOCIAL

Rebuilding Together Thurston County

APPETIZERS

**STUDENT ORCHESTRAS OF
GREATER OLYMPIA**

*Seth Harper • Camille McLean
Helen Hauschke • Gwen Bayer*

7 P.M.

DINNER & DESSERT DASH

8 P.M.

PROGRAM & PADDLE RAISE

360.456.3850 • LaceyVeteransHub.org
4232 6th Avenue SE, Suite 202 • Lacey, WA 98503



FRIDAY, MAY 31, 2019

**SOUTH PUGET SOUND
COMMUNITY COLLEGE
LACEY CAMPUS**

Gala Program (Inside)

MAYOR'S
Gala

Lacey City Council

MAYOR ANDY RYDER
DEPUTY MAYOR CYNTHIA PRATT
JASON HEARN
LENNY GREENSTEIN
MICHAEL STEADMAN
CAROLYN COX
LYNDA ZEMAN

Dinner Buffet

FLANK STEAK
Kalbi Marinade
GRILLED SALMON
Lemon Dill Cream Sauce
ROASTED GARLIC MASHED POTATOES
SEASONAL VEGETABLES
GREEN SALAD
BREAD & BUTTER

*Prepared by Percival Catering
South Puget Sound Community College
Culinary Arts Program*

Program

MASTER OF CEREMONIES
Jerry Farmer

COLOR GUARD
1-2 Stryker Brigade Combat Team

WELCOME
Mayor Andy Ryder

GUEST SPEAKER
Congressman Denny Heck

KEYNOTE
*Major General Willard Burleson III,
Commanding General, 7th Infantry Division*

VIDEO PRESENTATION
Lacey Veterans Services Hub

PADDLE RAISE
*In Support of the
Lacey Veterans Services Hub*

CLOSING REMARKS
Mayor Andy Ryder

SPECIAL THANKS TO OUR MAYOR'S GALA SUPPORTERS



ATTACHMENT C

DRAFT PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the City of Lacey, a code City of the State of Washington, hereinafter "City" and <name of Consultant>, hereinafter "Consultant," jointly referred to as "Parties."

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

1. **Work to Be Performed.** Consultant shall provide all labor, services, and material to satisfactorily complete the Scope of Services, attached as Exhibit A.
 - A. **Administration.** The City Manager or designee shall administer and be the primary contact for Consultant. Prior to commencement of work, Consultant shall contact the City Manager or designee to review the Scope of Services, schedule, and date of completion. Upon notice from the City Manager or designee, Consultant shall commence work, perform the requested tasks in the Scope of Services, stop work, and promptly cure any failure in performance under this Agreement.
 - B. **Representations.** City has relied upon the qualifications of Consultant in entering into this Agreement. By execution of this Agreement, Consultant represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of agreed-upon personnel shall be made without the prior written consent of City.

Consultant represents that the compensation as stated in paragraph 3 is adequate and sufficient for the timely provision of all professional services required to complete the Scope of Services under this Agreement.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in City-furnished information.

- C. **Standard of Care.** Consultant shall exercise the degree of skill and diligence normally employed by professional consultants engaged in the same profession, and performing the same or similar services at the time such services are performed.
- D. **Modifications.** City may modify this Agreement and order changes in the work whenever necessary or advisable. Consultant shall accept modifications when ordered in writing by the

City Manager or designee, so long as the additional work is within the scope of Consultant's area of practice. Compensation for such modifications or changes shall be as mutually agreed between the Parties. Consultant shall make such revisions in the work as are necessary to correct errors or omissions appearing therein when required to do so by City without additional compensation.

2. **Term of Contract.** This Agreement shall be in full force and effect upon execution and shall remain in effect until completion of all contractual requirements have been met as determined by City. Consultant shall complete its work by <date>, 20 , unless the time for performance is extended in writing by the Parties.

Either Party may terminate this Agreement for material breach after providing the other Party with at least 10 days' prior notice and an opportunity to cure the breach. City may, in addition, terminate this Agreement for any reason by 10 days' written notice to Consultant. In the event of termination without breach, City shall pay Consultant for all work previously authorized and satisfactorily performed prior to the termination date.

3. **Compensation and Method of Payment.**

- A. The City shall pay Consultant for the performance of those services designated in Exhibit "A," an amount not to exceed \$*****. If the description of services on Exhibit "A" designates additional services which may be requested by the City, said additional services will be paid for by the City at the rate set forth on Exhibit "A," which sum may exceed the "not to exceed" amount set forth above; however, said services will only be performed and compensated by the City after the City has directed such performance in writing.
- B. Payment by the City for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by the City, and the same is approved by the appropriate City representative. Payment may be made on a monthly or other periodic basis and may be made on the basis of an estimate of the percentage of contract completion accomplished if said procedure is approved by the City.
- C. If an hourly rate of compensation or other means of measurement is set forth on Exhibit "A," the parties intend that said measurement shall be used up to the "not to exceed" figure set forth above.
- D. The City reserves the right to withhold payment under this Agreement for that portion of the work (if any) which is determined in the reasonable judgment of the City Manager or designee to be noncompliant with the Scope of Services, City standards, City Code, and federal or state standards.

4. **Notice.** Notices other than applications for payment shall be given in writing as follows:

TO THE CITY:

Name: *****

Phone:

Address:

TO THE CONSULTANT:

Name: *****

Phone:

Address:

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws and regulations. Consultant warrants that its designs, construction documents, and services shall conform to all federal, state, and local statutes and regulations.

6. **Title VI Assurances.**

- A. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the City, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- B. The Consultant, with regard to the work performed during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations.

7. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.**

- A. By executing this Agreement, the Consultant certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated

in paragraph (A)(2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
8. **Relationship of the Parties.** It is understood and agreed that Consultant shall be an independent contractor and not the agent or employee of City, that City is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of Consultant. Any and all employees who provide services to City under this Agreement shall be deemed employees solely of Consultant. The Consultant shall be solely responsible for the conduct and actions of all its employees under this Agreement and any liability that may attach thereto.
9. **Ownership of Documents.** All drawings, plans, specifications, and other related documents prepared by Consultant under this Agreement are and shall be the property of City, and may be subject to disclosure pursuant to chapter 42.56 RCW or other applicable public record laws. The written, graphic, mapped, photographic, or visual documents prepared by Consultant under this Agreement shall, unless otherwise provided, be deemed the property of City. City shall be permitted to retain these documents, including reproducible camera-ready originals of reports, reproduction quality mylars of maps, and copies in the form of computer files, for the City's use. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, drawings, images, or other material prepared under this Agreement, provided that Consultant shall have no liability for the use of Consultant's work product outside of the scope of its intended purpose.
10. **Records.** The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of Consultant's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.
11. **Insurance.** Consultant shall 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 performance of the work hereunder by Consultant, its agents, representatives, employees, or subcontractors.
 - A. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types described below:
 1. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial general liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury, and advertising injury. City shall be named as an additional insured under Consultant's commercial general liability insurance policy with respect to the

work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.
4. Professional liability insurance appropriate to Consultant's profession.

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of no less than \$1,000,000 per accident.
2. Commercial general liability insurance shall be written with limits no less than \$1,000,000 for each occurrence, and \$2,000,000 for general aggregate.
3. Professional liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions for automobile liability, professional liability, and commercial general liability insurance:

1. Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be in excess of Consultant's insurance and shall not contribute with it.
2. Consultant shall fax or send electronically in .pdf format a copy of insurer's cancellation notice within two business days of receipt by Consultant.
3. If Consultant maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.
4. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving at least five business days' notice to Consultant to correct the breach, immediately terminate the Agreement, or at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, Consultant shall furnish acceptable insurance certificates to the City Clerk at the time Consultant returns the signed Agreement, which shall be Exhibit C. The certificate shall specify

all of the parties who are additional insureds, and shall include applicable policy endorsements, and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to City. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. **Indemnification and Hold Harmless.** Consultant shall, at its sole expense, defend, indemnify, and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by Consultant, Consultant's agents, subcontractors, subconsultants, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Consultant's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees pursuant to RCW 4.24.115.

Consultant's duty to defend, indemnify, and hold City harmless against liability for damages arising out of such services caused by the concurrent negligence of (a) City or City's agents or employees, and (b) Consultant, Consultant's agents, subcontractors, subconsultants, and employees shall apply only to the extent of the negligence of Consultant, Consultant's agents, subcontractors, subconsultants, and employees.

Consultant's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the City Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that Consultant's waiver of immunity under this provision extends only to claims against Consultant by City, and does not include, or extend to, any claims by Consultant's employees directly against Consultant.

Consultant hereby certifies that this indemnification provision was mutually negotiated.

13. **Waiver.** No officer, employee, agent, or other individual acting on behalf of either Party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any

part thereof.

14. **Assignment and Delegation.** Neither Party shall assign, transfer, or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without prior written consent of the other Party.
15. **Maintain Critical Staff.** The parties agree that key project management and critical support staff are of utmost importance for the successful completion of the Agreement. For purposes of this Agreement the following are determined to be key project management and/or critical support staff:

A. CRITICAL STAFF PERSONNEL 1

B. CRITICAL STAFF PERSONNEL 2

Any changes in key management and/or critical support staff must be submitted in writing and approved the City prior to initiating the change. In the event any Key Project Management and/or Critical Support Staff are no longer directing and/or are involved with the project without written authorization, the City shall determine that as a violation of the Agreement and the Consultant is subject to termination in accordance with Article 23 "Severability" of the Agreement.

16. **Subcontracts.** Except as otherwise provided herein, Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of City.
17. **Confidentiality.** Consultant may, from time-to-time, receive information which is deemed by City to be confidential. Consultant shall not disclose such information without the prior express written consent of City or upon order of a court of competent jurisdiction.
18. **Jurisdiction and Venue.** This Agreement is entered into in Thurston County, Washington. Disputes between City and Consultant shall be resolved in the Superior Court of the State of Washington in Thurston County. Notwithstanding the foregoing, Consultant agrees that it may, at City's request, be joined as a party in any arbitration proceeding between City and any third party that includes a claim or claims that arise out of, or that are related to Consultant's services under this Agreement. Consultant further agrees that the Arbitrator(s)' decision therein shall be final and binding on Consultant and that judgment may be entered upon it in any court having jurisdiction thereof.
19. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its attorney's fees and costs of such litigation (including expert witness fees).
20. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.

21. **Anti-kickback.** No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.
22. **Business Registration.** Consultant shall register with the City as a business prior to commencement of work under this Agreement if it has not already done so.
23. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

The Parties have executed this Agreement this ____ day of _____, 20____.

CITY OF LACEY

CONSULTANT:

By: _____

By: _____

Rick Walk

Interim City Manager

Approved as to form:

David Schneider

City Attorney