



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

FCDEC Motion

Proposed No. FCDECM2020-01.1

Sponsors

1 A MOTION authorizing the chair to enter into an
2 agreement for lobbying services for the 2020
3 Washington State Legislative Session.

4 WHEREAS, the King County Flood Control District ("the District") desires to
5 engage the Washington State Legislature during the 2020 State Legislative Session, and

6 WHEREAS, the District desires to work with members of the Washington State
7 Legislature to increase knowledge of the mission, goals and work of the District, and

8 WHEREAS, the District desires enter into an agreement for lobbying services for
9 the 2020 legislative session with Bill Clarke Attorney at Law & Government Affairs;

10 NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE COMMITTEE
11 OF THE KING COUNTY FLOOD CONTROL ZONE DISTRICT:

12 SECTION 1. The chair of the King County Flood Control District is authorized
13 to enter into the Contract for Consultant Services, Attachment A to this motion.
14

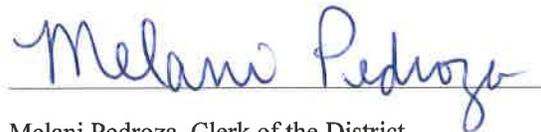
FCDEC Motion was introduced on and passed by the King County Flood Control District Executive Committee on 2/5/2020, by the following vote:

Yes: 3 - Mr. von Reichbauer, Mr. Dunn and Mr. Upthegrove
Excused: 1 - Ms. Lambert

KING COUNTY FLOOD CONTROL ZONE
DISTRICT
KING COUNTY, WASHINGTON


Dave Upthegrove, Chair

ATTEST:


Melani Pedroza, Clerk of the District

Attachments: A. State Lobbying Services Contract for EC 013120

**CONTRACT FOR CONSULTANT SERVICES
KING COUNTY FLOOD CONTROL DISTRICT**

This Agreement is entered into by and between the King County Flood Control District, a municipal corporation ("District") and Bill Clarke Attorney at Law & Government Affairs., whose principal office is located at 1501 Capitol Way, Suite 203, Olympia, WA 98501 ("Consultant").

WHEREAS, the District desires to have certain services performed for its residents; and

WHEREAS, the District has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The District shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "B."

A sum not to exceed \$10,000.00

The Consultant shall complete and return to the District Exhibit "D," Tax Identification Number, prior to or along with the first billing invoice. The District shall pay the Consultant for services rendered within ten (10) days after Board voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on January 23, 2020 and ending March 31, 2020, unless sooner terminated or extended under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the District, shall be the

property of the District whether the project for which they were created is executed or not.

5. Independent Contractor. The Consultant and the District agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification. The Consultant shall protect, defend, indemnify, and save harmless the District, its officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, sub-consultants of any tier and/or agents. The Consultant agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, sub-consultants of any tier or agents. In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph A, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

A. For purposes of paragraphs A and B above, the Consultant, by mutual negotiation, hereby waives, as respects the District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

B. In the event the District incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and B above, such attorney fees and costs shall be recoverable from the Consultant. In addition, the District shall be entitled to recover from the Consultant its attorney fees, and costs incurred to enforce the provisions of this section.

C. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

7. Insurance. The Consultant shall procure and maintain for the duration of this 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 the Consultant, its agents, representatives or employees.

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. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent

contractors, and personal injury and advertising injury. The District shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the District.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the 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 \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 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 insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the District. Any insurance, self-insurance or insurance pool coverage maintained by the District shall be in excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Verification of Coverage.

Consultant shall furnish the District 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 Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all

direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the District to ensure proper accounting of all funds contributed by the District to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the District.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the District during the performance of this Agreement.

10. Termination.

A. The District reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon ten (10) business days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the District.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than ten (10) business days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the District from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the District.

13. Conflict of Interest. The Consultant represents to the District that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the District.

14. Confidentiality. All information regarding the District obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the District will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the District in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the District shall be sent to the following address:

Melani Pedroza, Clerk of the Board
Room 1200 King County Courthouse 516 Third Avenue
Seattle, WA 98104
206-477-1020
melani.pedroza@kingcounty.gov

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

18. Applicable Law; Venue, Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge bearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the District and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

**KING COUNTY FLOOD CONTROL
DISTRICT**



Dave Upthegrove, Chair

**BILL CLARKE ATTORNEY AND
GOVERNMENT AFFAIRS**



Bill Clarke, Principal

EXHIBIT A
STATE LOBBYING SCOPE OF SERVICES

The consultant has reviewed the 2006 King County Flood Hazard Management Plan, and is familiar with the variety of capital projects and related programs relating to that plan. That plan provides the foundation for state government relations work in three different areas: (1) identifying specific state programs of importance to fund KCFCD projects; (2) priority projects for KCFCD that cannot be funded through existing budget programs; and (3) policy objectives either requiring legislation or agency action. For all three of these areas, both local and legislative champions should be identified.

In regard to capital funding support, consultant will work with the District to identify priority projects and whether those projects can be funded through existing state capital budget programs (Floodplains by Design, or others); and which projects necessitate project-specific funding.

Our experience in obtaining state funding for other projects is that this work will require a combination of developing local support from stakeholders, identifying legislative champions, demonstrating local (KCFCD) funding contribution for the project; and showing why the project furthers state policy objectives and therefore warrants state support.

While the 2020 Supplemental Capital Budget will have limited opportunity for project funding, the consultant will work engage in with legislators in the 2020 Session to lay the foundation for successful funding requests in the full 2021 budget year.

Specifically, during the 2020 Washington State Legislative Session, the consultant will:

1. Work with KCFCD to identify specific projects that warrant state funding support;
2. Meet with key local legislators and budget leaders during the 2020 Session to develop champions for funding these projects;
3. Identify key stakeholders and engage them on supporting project funding requests;
4. Schedule project tours for key legislators, agencies, and stakeholders to build support for 2021 project funding.

EXHIBIT B
CONSULTANT BILLING RATES

Compensation & Expenses

Monthly compensation of \$7,500.

Routine expenses \ reimbursed at actual cost, and mileage expense at the IRS rate would be only routine expense. Any other charge or cost would be subject to pre-approval by District.

Contracting & Billing

Bill Clarke Attorney at Law & Government Affairs would be the lead entity for purposes of contracting with District. Vander Stoep, Remund, Blinks & Jones would have a sub-contract through Bill Clarke under the prime contract. Monthly invoices would be sent by Bill Clarke to the District at the beginning of each month for the prior month's services.

EXHIBIT C
KING COUNTY FLOOD CONTROL DISTRICT BILLING INVOICE

To: King County Flood Control District Melani Pedroza, Clerk of the Board Room 1200 King County Courthouse 516
Third Avenue Seattle, WA 98104
Phone: (206) 477-1020
melani.pedroza@kingcounty.gov

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____ Telephone: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by:

Date: _____

EXHIBIT D

KING COUNTY FLOOD CONTROL ZONE DISTRICT

Melani Pedroza, Clerk of the Board Room 1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104
Phone: (206) 477-1020

melani.pedroza@kingcounty.gov TAX IDENTIFICATION NUMBER

In order for you to receive payment from the King County Flood Control Zone District ("District"), the consultant must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the District to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the District prior to or along with the submittal of the first billing invoice.

Please complete the following information request form and return it to the District prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual Proprietor Other (explain)

EIN No.: 61-1512714

Social Security No.: _____

Print Name:

Title: Owner

Business Name: Bill Clarke Attorney at Law and Government Affairs

Business Address: 1501 Capitol Way, Suite 203, Olympia, WA 98501

Business Phone: 360-561-7540

Date 1/31/2020