

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF YAKIMA  
AND  
LISA WALLACE CONSULTING, LLC**

WHEREAS, the City of Yakima (hereinafter “City”) established and has been facilitating a community-wide coalition of criminal justice professionals, service providers and interested residents to discuss, learn about, and network around improving the City of Yakima response to intimate partner domestic violence, known as the “City of Yakima Domestic Violence Coalition (Coalition)”;

WHEREAS, the Management Team has come together to form a Coordinated Community Response Team (CITY CCRT) comprised of Criminal Justice professionals and providers serving victims and their children, who connect daily to address emergent intimate partner domestic violence events;

WHEREAS, the City, supported by the Management Team and the Coalition, received an Office on Violence Against Women Firearms Technical Assistance Project Pilot grant (“OVW FTAP Grant”) to Reduce Intimate Partner Violence in Yakima through Coordinated Community and Enhanced Prosecution Responses;

WHEREAS, maintaining the Yakima Coalition Against Domestic Violence and Coordinated Community Response Team, and continuing to engage with service providers, community members and stakeholders surrounding this subject may reveal additional resources in Yakima to reduce intimate partner violence;

WHEREAS, the City and Management Team find that the tasks and actions described herein will be better and more efficiently served by a contract Project Coordinator with project management skills as described in the contractor job description, which is incorporated into this agreement by this reference, see Exhibit A, rather than a City of Yakima staff member;

NOW, THEREFORE, it is hereby agreed as follows:

**A. Parties**

This Professional Services Agreement (“AGREEMENT”) is entered into between Lisa Wallace Consulting LLC, here after referred to as the Contractor, and the City of Yakima (“City”) for the purposes of facilitating the management team and expanding a community-wide network of providers, stakeholders and community members (Coalition) to address intimate partner violence in the City of Yakima.

**B. Term**

This is a three-year grant funded position. The term shall begin October, 1, 2023, and continue for a three-year period unless the grant funds are withdrawn by the funder. There may be an opportunity to extend grant funding an additional two years.

### **C. Scope of Work**

The Contractor will lead the interdisciplinary management team responsible for implementation of the project and will be responsible for overseeing the development, implementation, coordination, operation, and growth of the project. The position will ensure that the planned activities, objectives, and goals are being accomplished, and serve as the liaison across the partner agencies and organizations. The position will be expected to facilitate communication, collaboration, and negotiation between the multi-disciplinary team.

The following is a general outline of the activities that are anticipated to be necessary. The City agrees that Lisa Wallace Consulting LLC, has discretion in how to approach the needs of the City Coalition and Management Team (City CCRT).

1. Intimate Partner Violence Reduction Strategies: This outline covers the strategies that the City and management team have agreed to implement.
  - a. Create a multidisciplinary team
  - b. Enhance prosecution
  - c. Increase victim and community education and outreach
  - d. Data sharing and analysis
  - e. Learn from subject matter experts
  - f. Learn from others who have deployed similar strategies
  - g. Help children living with family violence “handle with Care”
  - h. Support gun surrender in gun positive cases
2. Facilitate Intimate Partner Domestic Violence (IPDV) Coalition and Management Team meetings: IPDV Coalition meetings are currently held every month at locations with suitable meeting space (i.e., government buildings, schools and/ or conference centers). These meetings are necessary to the sustainability of this program.

The Management Team (City CCRT) meets remotely on a daily basis to discuss emergent Intimate Partner Domestic Violence cases. They have shared goals of improving the response to domestic violence crimes and increasing the health and safety of victims of domestic violence and their children. Additionally, the Management Team should meet periodically to discuss response improvement and other business.

Some matters to evaluate include how to increase Coalition participation, the structure of the Coalition meetings and concept, and determine what motivates people to attend the meetings.

- a. Email meeting dates, info, agendas, documents
- b. Set agenda
- c. Provide updates on Reducing Intimate Partner Violence in Yakima FTAP grant project
- d. Seek suggestions/feedback on Coalition topics and ways to improve the experience
- e. Arrange for Coalition meeting speakers/training
- f. Facilitate the strategic planning being done both at the Management Team and Coalition level.

3. Grants and Information to the Management Group and Coalition

- a. Periodically send out grant information to the Coalition email list encouraging people to work together to create new programming or fund programming in Yakima. The grants.gov website is helpful for this. Your role would be to provide information to the Coalition for them to review and decide if they want to apply.
- b. Help facilitate requests for letters of support if non-profits or other entities decide to apply for grants.
- c. Provide information on trainings, seminars or other events that might interest the Coalition members or the public and are relevant to furthering the missions of the Coalition and the Management Group. Encourage Coalition members to create working groups focused on specific sub-areas.
- d. Facilitate information sharing and encourage collaboration.
- e. Act as an information resource for stakeholders, service providers, and community members seeking information or opportunities to serve.
- f. Develop a website or work with a developer to create a website that is dedicated to providing resources for Victims of Domestic Violence and families to cope with or combat Intimate Partner violence.
- g. Represent the coalition at community services fairs or tabling events.

Contractor should work to foster a spirit of collaboration among stakeholders so that they can work together on projects in the community, to get grants and funding, and to provide more opportunities to create services geared towards supporting victims of intimate partner violence. In doing this, Contractor should use its skills, knowledge and resources to create the best way for the Management Team and Coalition to fulfill their goals and objectives.

**D. Compensation and Billing Procedure**

City shall pay the Contractor a monthly salary and benefits per the schedule below. The expectation is that the Contractor will devote the time necessary to fulfill the scope of work outlined above. It is anticipated that it will take 80 to 105 hours per month to fulfill the scope of work outlined above and the work may ebb and flow with some months heavy on time balanced by lighter months.

Contractor shall provide a monthly report with a summary of the monthly work, meetings held, general topics discussed, and other activities in accordance with the AGREEMENT. Additionally, Contractor will provide a quarterly written report, which may be shared with the City Council and will be available to attend a minimum of two council meetings per year if requested to present on the project progress. If travel is required, the City will reimburse for travel expenses.

	Year 1	Year 2	Year 3
Monthly Salary	\$5,482.50	\$5,588.00	\$5,695.50
Monthly Benefits	\$1,687.80	\$1,721.50	\$1,756.00
Monthly Soc and Med	\$416.60	\$416.60	\$416.60

Monthly Total	\$7,586.90	\$7,725.10	\$7,868.10
Year Maximum	\$91,042.80	\$92,701.20	\$94,417.20

**E. Equipment**

The City shall reimburse Contractor for approved startup equipment costs up to three thousand and five hundred dollars (\$3,500), Contractor is required to purchase a laptop computer to use solely for this project. The laptop shall be compatible with the Microsoft Office Suite of products. Contractor agrees to remit the laptop to the City upon termination of the agreement. Should the laptop computer not be returned, Contractor shall reimburse the City for the cost of the laptop.

Request for reimbursement shall be accompanied by a receipt for goods and a summary of the use of goods for the benefit of the project.

**F. Independent Contractor**

Contractor and the City understand and expressly agree that Contractor is an independent contractor in the performance of each and every part of this AGREEMENT. Contractor expressly represents, warrants and agrees that its status as an independent contractor in the performance of the work and services required under this AGREEMENT is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. Contractor as an independent contractor, assumes the entire responsibility for carrying out and completing the work and/or services required under this AGREEMENT. Contractor shall be responsible for ensuring that all employees, agents and subcontractors are licensed and authorized to operate the equipment necessary to perform this AGREEMENT, with all required fees and permits paid and in good standing, in accordance with law. Contractor and its employees shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Contractor and any City of Yakima officer, employee or agent.

**G. Communication**

Contractor and the City will be in regular communication regarding the Coalition, Coalition Committee and Management Team work to collaborate on public relations, media, marketing, Council requests, community requests and the general obligations of each party under this AGREEMENT. Contractor and the City will assign a specific liaison who will be the contact person for this AGREEMENT. It is expected that Contractor and the City will work together where appropriate to facilitate the goals of the Coalition.

Contractor shall provide, upon request, any information the City requests that will aid the City in reporting requirements or presentations related to the FTAPP - Reducing IPV in Yakima through Coordinated Community and Enhanced Prosecution Responses Grant awarded by DOJ-OVW to the City of Yakima. Further, Contractor shall provide, upon request, any documents, forms, evaluations, or other information that the City believes would aid in extension of the 2022 FTAPP DOJ-OVW Grant or any other grant opportunity for the Yakima Domestic Violence Coalition or any other program or project for which the City of Yakima is seeking grant funding.

## **H. Indemnification and Hold Harmless**

Contractor agrees to protect, defend, indemnify, and hold harmless, the City, its elected and appointed officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, administrative and other proceedings and all judgments, awards, losses, liabilities, damages (including punitive or exemplary damages), penalties, fines, costs and expenses (including attorneys' fees and disbursements) for, arising out of, or related to any actual or alleged death, injury, damage or destruction to any person or any property (including but not limited to any actual or alleged violations of civil rights) to the extent caused by, arising out of, or relating to any act, and/or omission (whether intentional, willful, reckless, negligent, inadvertent or otherwise) resulting from, arising out of, or related to Contractor, its officers, employees, agents, volunteers and/or subcontractors, actions services, work or materials pursuant to this AGREEMENT.

Contractor specifically and expressly waives its immunity under industrial insurance, Title 51 RCW, or immunity under any other provision of law to the extent of the obligations assumed by the parties protected hereunder. Contractor and the City acknowledge and agree that this waiver was mutually negotiated.

Nothing contained herein shall be construed to create a liability or a right of indemnification in any third party.

The City agrees to release, indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, agents, representatives, and sub-contractors harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgements, awards, injuries, damages, liabilities, losses, fines, fees, penalties, expenses, attorney's fees, costs, and/or litigation expenses to or any and all persons or entities, including without limitation, their respective agents, licenses, or representatives, arising from or resulting from activities connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City.

## **I. Insurance**

1. Commercial Liability Insurance. At all times during the term of this AGREEMENT Contractor shall secure and maintain in effect, and provide the City with a certificate of insurance as proof of, commercial liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. The certificate shall clearly state who the provider is, the coverage agreement, the policy number, and when the policy and provisions provided are in effect. The policy shall name the City, its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

2. Commercial Automobile Liability Insurance. At all times during the term of this AGREEMENT Contractor shall secure and maintain in effect, and provide the City with a certificate of insurance as proof of, commercial automobile liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily

injury and property damage. Automobile liability will apply to "Any Auto" and include, but not be limited to, owned, non-owned and hired vehicles, and be shown on the certificate. The certificate shall clearly state who the provider is, the coverage agreement, the policy number, and when the policy and provisions provided are in effect. The policy shall name the City, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

3. Professional Liability Insurance. Contractor shall provide evidence of Professional Liability insurance covering professional errors and omissions. Contractor shall provide the City with a certificate of insurance as proof of professional liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per claim combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The certificate shall clearly state who the provider is, the coverage agreement, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide. If the policy is written on a claim made basis the coverage will continue in force for an additional two years after the completion of this contract. If insurance is on a claim made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

4. City Does Not Provide Insurance. It is understood that the City does not maintain any form of insurance for Contractor, its officers, employees, agents, instructors, volunteers, agents, and/or subcontractors.

5. Insurance Provided by Subcontractors. Contractor shall insure that all subcontractors it utilizes for work and/or services related to this AGREEMENT shall comply with all of the above insurance requirements.

6. Workers' Compensation. Contractor agrees to pay all premiums provided for by the Workman's Compensation Act of the State of Washington. Evidence of Contractor's workers' compensation coverage will be furnished to the City. Contractor holds the City harmless for any injury or death to Contractor's employees while performing the work under this AGREEMENT. Contractor agrees to assume full liability for all claims arising from this AGREEMENT including claims resulting from negligent acts of all subcontractor(s). Contractor is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

#### **J. Modification or Amendments**

This AGREEMENT shall only be modified or amended upon agreement by both parties in writing.

#### **K. Termination**

Either party may terminate this AGREEMENT on thirty (30) days' prior written notice for any reason, whether or not there is a breach or default, with or without cause. Upon receipt of a notice of termination, Contractor shall, except as otherwise directed by the City, immediately stop performance of the services to the extent specified in the notice. If Contractor is providing notice of termination, the notice shall be accompanied by an effective date of termination and Contractor

shall continue working under the terms of the AGREEMENT and the scope of work herein until the final date of this AGREEMENT, unless otherwise agreed to by the parties. This AGREEMENT may also be terminated in whole or in part by mutual agreement of the parties.

#### **L. Records**

Contractor shall maintain (in accordance with generally accepted accounting practices) books, accounts, records, documents and other materials related directly or indirectly to the work done under this AGREEMENT. All such books, accounts, records, documents and other materials shall be subject to inspection and audit at reasonable times by representatives of the City. Contractor shall make such books, accounts, records, documents and other materials available and afford the proper facilities for such inspection and/or audit within forty-eight (48) hours of inspection/audit notification from the City. Such books, accounts, records, documents and other materials may be copied by representatives of the City as part of such inspection/audit. However, the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of this AGREEMENT, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall preserve and make available all such books, accounts, records, documents and other materials for a period of at least six (6) years after termination of this AGREEMENT.

Contractor shall promptly furnish the City with such information related to services and/or work performed pursuant to this AGREEMENT as may be requested. Until the expiration of six (6) years after termination of this AGREEMENT, or for a longer period if required by law or by the Washington State Secretary of State's record retention schedule, Contractor shall provide the City access to (and the City shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the services and work performed under this AGREEMENT.

The City is required by law to comply with the Washington State Public Records Act (PRA), Chapter 42.56 RCW. All records relating to Contractor's services under this AGREEMENT must be retained and made available to the City, and also produced to third parties, if required, pursuant to the PRA or by law. All determinations of records subject to release under the PRA, or otherwise required by law, shall be at the sole discretion of the City. This AGREEMENT and all public documents associated with this AGREEMENT shall be available to the City for inspection and copying by the public where required by the PRA or other law, to the extent that public records in the custody of Contractor are needed for the City to respond to a request under the PRA, as determined by the City. If Contractor considers any portion of any records provided to the City under this AGREEMENT, whether in electronic or hard copy form, to be protected from disclosure under law, Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the City receives a request under the PRA to inspect or copy the information so identified, and determines that the release of the information is required or otherwise appropriate, the City shall release the information as provided by law. The City shall not be liable to Contractor for releasing records. The City shall not be liable to Contractor for any records that the City releases in compliance with the PRA, this section, or in compliance with an order of a court of competent jurisdiction.

### **M. Severability**

If any provision of this AGREEMENT is in direct conflict with any statutory provision of the State of Washington, or if a court of competent jurisdiction holds any part, term or provision of this AGREEMENT to be illegal or invalid in whole or in part, the validity of the remaining provisions shall not be affected and the parties' rights and obligations shall be construed and enforced as if the AGREEMENT did not contain the particular provision in conflict with law or deemed invalid. Should the City determine that the severed portions substantially alter this AGREEMENT so that the original intent and purpose of the AGREEMENT no longer exists, the City may, in its sole discretion, terminate this AGREEMENT, effective immediately upon notice of termination.

### **N. Non-Waiver of Breach**

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this AGREEMENT shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this AGREEMENT, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

### **O. Survival**

Any provision of this AGREEMENT which imposes an obligation after termination or expiration of this AGREEMENT shall survive the term or expiration of this AGREEMENT and shall be binding on the parties to this AGREEMENT.

### **P. Governing Law and Venue**

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this AGREEMENT shall lie in the Superior Court of Washington in Yakima County.

### **Q. Assignment**

The Contractor shall not assign any interest (including subcontracts) in this agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of City. Any such assignments or subcontracts shall be submitted for City's review ninety (90) days prior to the desired effective date. Approval by City shall not be deemed to increase in any manner the total compensation provided for in this agreement.

### **R. Conflict of Interest and Ethics Laws**

A. The Contractor **hereby** covenants that neither the Contractor nor any officer, member or employee of the Contractor has interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this agreement.

B. Neither the Contractor nor any officer, member or employee of the Contractor shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.

C. The Contractor shall not promise or give to any City employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. The Contractor shall not solicit a City employee to violate any City rule or policy relating to the conduct of contracting parties.

**S. Nondiscrimination**

During the performance of the Agreement, the Contractor shall not discriminate in violation of any applicable federal state, and/or local law or regulation on the basis of age, sex, gender, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this agreement.

**T. The Americans with Disabilities Act**

Contractor shall comply with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations with regard to the activities and services provided pursuant to this Agreement. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, public transportation, state and local government services and telecommunications.

**U. Debarment Certification**

Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency (debarred). The Contractor shall immediately notify the City if during the term of the agreement it becomes debarred. In the event of such debarment, the **City may immediately terminate this Agreement by giving written notice to Contractor.**

**V. Notices**

Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties at their addresses as follows:

<b>CITY:</b>	Robert Harrison City Manager City Hall – First Floor 129 North Second Street Yakima, WA 98901	Yakima Police Department c/o Chad Janis, Lieutenant 200 South Third Street Yakima, WA 98901
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**CONTRACTOR:** Lisa Wallace Consulting, LLC

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or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when hand-delivered at the addresses specified above, or three (3) days after the date of mailing to the addresses specified above.

**U. Integration**

This written document constitutes the entire agreement between the City and Contractor. There are no other oral or written agreements between the parties as to the subjects covered herein.

**CITY OF YAKIMA**

**CONTRACTOR**

\_\_\_\_\_  
Robert Harrison  
City Manager

\_\_\_\_\_  
Lisa Wallace Consulting, LLC

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Rosalinda Ibarra, City Clerk

Contract Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF YAKIMA )

I certify that I know or have satisfactory evidence that Robert Harrison is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Yakima, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

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

My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF YAKIMA )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title

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

My commission expires: \_\_\_\_\_