

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YAKIMA
AND
ANNIE MURPHEY CONSULTING LLC**

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 (DV) events; and

WHEREAS, the City of Yakima Police Department (YPD), supported by the Management Team, received a Washington State Department of Commerce Community Service Division Office of Crime Victims Advocacy Violence Against Women Grant to fund the implementation of DV High Risk Team(DVHRT) to better support high risk DV victims and high-risk offender accountability; and

WHEREAS, the grant of funds allocates money for a DVHRT Coordinator from October 2023 through June 2024, and the Washington State Department of Commerce Community Service Division Office of Crime Victims Advocacy Violence Against Women has authorized the City of Yakima to back date this Agreement to October 2023; and

WHEREAS, YPD and the Management Team finds that retaining the services of a DVHRT Coordinator who is experienced in the cycle of DV, providing DV victim services to victims, DV prosecution, and project management skills will be best situated to ensure the tasks and actions described in the Job Description will be accomplished. See Exhibit A; and

WHEREAS, Annie Murphey, Primary of Murphey Consulting, LLC has 15 years' experience working with youth, adults, and families experiencing substance use disorder, mental health, and domestic violence, a majority of which are justice-involved, is interested in coordinating the implementation of the DVHRT for the City of Yakima and YPD and the Management group find her to be the best choice for the coordinator role; and

WHEREAS, the City Council of the City of Yakima finds it to be in the best interest of the City and its residents to enter into a contract with Annie Murphey Consulting LLC to serve as the DVHRT Coordinator; now, therefore, and

NOW, THEREFORE, it is hereby agreed as follows:

A. Parties

This Professional Services Agreement ("AGREEMENT") is entered into between Annie Murphey Consulting LLC, here after referred to as the Contractor, and the City of Yakima ("City") for the purpose of retaining Annie Murphey to coordinate the implementation of a DV High Risk Team to better support high risk DV victims and high-risk offender accountability.

B. Term

The term shall begin October 1, 2023, and end June 30, 2024, unless the grant is extended or the grant funds are withdrawn by the funder.

C. Scope of Work

The Contractor will coordinate with an interdisciplinary management team in the implementation of a DVHRT project and will be responsible for overseeing the development, implementation, coordination, and operation 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. See job description Exhibit A, which is incorporated into this agreement by this reference.

The City agrees that Annie Murphey Consulting LLC, has discretion in how to approach the project. The approach shall be compliant with the grantee's requirements.

1. Grants and Information to the Management Group and Coalition

- a. Provide information on trainings, seminars or other events that further the implementation of the DVHRT project.
- b. Facilitate information sharing and encourage collaboration.
- c. Act as an information resource for stakeholders, service providers, and community members seeking information or opportunities to serve.
- d. Represent the City of Yakima coalition at meetings regarding the DVHRT project.

Contractor should work to foster a spirit of collaboration among stakeholders so that they can work together on the project, 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 the goals and objectives of a DVHRT.

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 45 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. The City recognizes that the contractor has been working on the project since October 2023 and the Contractor may bill the City for back pay to the beginning of the grant period. The Contractor may not bill for the writing of the grant or any work performed before the grant period of October 1, 2023. Contractor shall invoice monthly and provide a Bi-Monthly report with a summary of the work performed in accordance with the AGREEMENT. Contractor will be available to attend a council meeting if requested to present on the project progress.

The Grant also provides for travel costs (hotel, and per diem) up to \$3,000. These costs shall be reimbursed upon the request of the Contractor and the approval of the City. Receipts need to be provided. Other costs may also be covered by allocated Grant funds, prior approval from Chad Janis should be sought prior to expending other funds.

Murphey Consulting, LLC Time	\$81.25/hour x 45 hours/month x 9 months	\$32,906.25
Insurance	\$5000 for additional insurance required by YPD	\$ 5,000.00
Mileage	\$0.655/mile x 100 miles/month x 9 months	\$ 589.50
Supplies	\$50/month x 9 months	\$ 450.00
Consultant total		\$38,945.75

	October 2023- June 2024	Grant Total
Monthly Salary	\$4,327.33	\$38,946.00

E. 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.

F. Communication

Contractor and the City will be in regular communication regarding the DVHRT project. 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 implement the goals of the Washington State Department of Commerce Community Service Division Office of Crime Victims Advocacy Violence Against Women Grant to fund the implementation of DV High Risk Teams (DVHRT).

Contractor shall provide, upon request, any information the City requests that will aid the City in reporting requirements or presentations related to the Department of Commerce DVHRT implementation Grant. Contractor shall provide, upon request, any documents, forms, evaluations, or other information that the City believes would aid in extension of this 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 that is related to this project.

G. 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.

H. 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.

I. Modification or Amendments

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

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.**

U. Notices

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

CITY:	Dave Zabell Interim 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
CONTRACTOR:	Annie Murphey Consulting LLC 12208 South Madison Road Valleyford, WA 99036	

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.

STATE OF WASHINGTON)
) ss.
COUNTY OF Spokane)

I certify that I know or have satisfactory evidence that Annie Murphey 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 owner of Murphey Consulting LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 24, 2024



[Signature]
(Signature)
Agency & Grants Manager
Title
Rachel Plager
Printed Name
My commission expires: 7/22/2024