

Contract #24-49-9999-007

PROFESSIONAL SERVICES AGREEMENT

for

Federal Government Affairs Representation Services, Contract #24-49-9999-007

THIS AGREEMENT, made and entered into this **1st day of October, 2024**, by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Airport," and **[INSERT CONSULTANT]**, a limited liability company organized and formed in the State of **[INSERT STATE]**, hereinafter referred to as "Consultant."

Consultant shall provide professional services for the Federal Government Affairs Representation Services 24-49-9999-007. Said services shall be in accordance with the Scope of Work - Exhibit A, attached hereto.

WITNESSETH:

The parties hereto agree as follows:

1. **TERM:** The term of this Agreement shall be three (3) years **commencing October 1, 2024** and expiring on **September 30, 2027**. The Airport shall have the option to renew this Agreement for two (2) additional one (1) year term(s), providing that the work performed under this Agreement has been fully satisfactory as determined solely by the Airport. Such options shall be under the same terms and conditions contained herein except for the financial consideration and scope of work, which may be renegotiated as set forth in Article 3 – COMPENSATION and Scope of Work – Exhibit A, attached hereto. Said option(s) may be exercised by written notice from the Airport to the Contractor not later than thirty (30) days prior to the expiration of the current term
2. **MODIFICATION.** The Airport may modify this Agreement and order changes in the work whenever necessary or advisable. Consultant will accept modification when ordered in writing by the Airport's designated representative, the time for performance and compensation being mutually agreed upon. Consultant shall make revisions to work included in this Agreement as are necessary to correct errors and omissions appearing therein when required to do so by the Airport without additional compensation.
3. **COMPENSATION:** The Airport will pay Consultant per the Scope of Work - Exhibit A, attached hereto. The negotiated annual aggregate fee for said services shall be in quarterly installments with the aggregate contract amount not to exceed **\$XXX,XXX**.

The Consultant agrees that any work identified during the project as outside of the original Scope of Work shall be discussed with the Airport prior to execution of such work. A separate written scope and fee will be prepared and forwarded to the Airport for consideration. Any work completed by the Consultant outside of the Scope of Work without express written prior approval from the Airport shall be considered incidental.

4. **PAYMENT:** Consultant will send its applications for payment to:

Spokane International Airport

Attn: Todd Woodard, #24-49-9999-007
9000 W. Airport Drive, Suite 204
Spokane WA, 99224

5. TERMINATION: Airport may terminate this Agreement by thirty (30) days' written notice to the other party and Consultant may terminate this Agreement by sixty (60) days' written notice; provided, however, the party seeking to terminate this Agreement shall not be in default. In the event of such termination, the Airport shall pay Consultant for all services rendered and expenses incurred prior to date of termination. The Airport is not obligated to pay any fees or expenses which specifically involve negligent acts or omissions on the part of Consultant.
6. COMPLIANCE WITH LAWS: Consultant shall comply with all applicable federal, state, and local laws, regulations and executive orders which are incorporated by reference.
7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: The Consultant certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from participation in this transaction by any Federal or State department or agency. It further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.
8. OWNERSHIP OF DOCUMENTS: All drawings, plans, specifications, reports and other related documents prepared by Consultant under this Agreement are and shall be the property of the Airport. Any reuse shall be at the Airport's sole risk.
9. ENDORSEMENT OF PLANS: Consultant shall place its written endorsement on all plans, specifications, reports or documents developed by Consultant.
10. ASSIGNMENTS: This Agreement is binding on the parties and their heirs, successors, and assigns. Neither party may assign or transfer its interest, in whole or in part, without the other party's prior written consent.
11. LEGAL CLAIMS AND ATTORNEY FEES:
 - A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with Consultant's duties. Subject to paragraphs 20 and 27 of this Agreement, the Airport and Consultant each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. Consultant is an independent contractor in every respect, and not the agent of the Airport.
 - B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of fees or other sums or charges otherwise payable to Consultant, the prevailing

party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Airport by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Spokane, Washington.

12. TITLE VI ASSURANCES: During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest agrees as follows:
- A. Compliance with Regulations: Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") 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. Nondiscrimination: The Consultant, with regard to the work performed by them during the Agreement shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, 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 the Agreement covers a program set forth in Appendix B of the Regulations.
 - C. Solicitation of Subcontracts Including the Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of their obligations under this Agreement and the Regulations relative to nondiscrimination.
 - D. Information and Reports: The Consultant, and all subcontractors and suppliers of the Consultant, shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Airport or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Airport or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 - E. Sanctions for Noncompliance: In the event of the Consultant's non-compliance with the nondiscrimination provisions of this Agreement, the Airport shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to withholding of payments to Consultant until Consultant complies, and/or cancellation, termination, or suspension of the agreement in whole or in part.
13. ANTI-KICKBACK: No officer or employee of the Airport, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest

in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

14. EXPERT LEGAL TESTIMONY: In the event of any legal or other controversy requiring the services of Consultant in providing expert testimony in connection with any project, except suits or claims by third parties against the Airport arising out of negligent errors or omissions of Consultant, the Airport shall pay Consultant for services rendered in regard to such legal or other controversy, including costs of preparation for controversy. Such payment to Consultant shall be at rates mutually agreed upon.
15. STANDARD PERFORMANCE: Consultant, in carrying out its responsibilities, acts, and duties, shall observe and meet the standard of an experienced and qualified professional consultant familiar with the aerospace business industry, performing similar services under similar conditions.
16. ACCESS, APPROVALS and PERMITS: The Airport shall arrange for access to and make all provisions for Consultant to enter Spokane Airport property as required for Consultant to perform its services. Except as may be provided in individual agreements, the Airport shall furnish appropriate approvals and permits from all governmental authorities having jurisdiction over the project and such approval and consents from others as may be necessary for completion of the project.
17. MAINTENANCE OF RECORDS: Consultant shall make available to the Airport's auditor, or his fully authorized representative, all records created as a result of the Agreement including pertinent information which Consultant shall have kept in conjunction with this Agreement and which the Airport may be required by law to include or make part of its auditing procedures, or which may be required for the purpose of funding the service contracted for herein. Consultant agrees to maintain a copy of said records for a minimum of seven (7) years following completion of its services.
18. INSURANCE:
 - A. Consultant shall carry Professional Liability insurance coverage, including coverage for job supervision, in the minimum amount of \$1,000,000, per claim and in the aggregate.
 - B. Consultant shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below and insurance shall be placed with companies or underwriters authorized to do business in the State of Washington and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Agreement. The insurance policy(ies) shall be the standard comprehensive general liability insurance coverage with aircraft exclusion deleted and shall include, but not by way of limitation, bodily injury; property damage; products liability; and contractual coverage. Consultant shall also maintain a vehicular policy insuring any of its vehicular operations on the Airport and the policy shall be issued by a company authorized to do business in the State of Washington. Consultant shall promptly upon execution of this Agreement, furnish to the Airport appropriate certificates of insurance evidencing coverage affected and to be maintained for the term of this Agreement. The coverage shall

not be less than \$1,000,000 combined single limit or split limits equal to and not less than \$1,000,000, for bodily injury and property damage with respect to each occurrence; such limits subject to periodic adjustments. The insurance policies shall not be subject to cancellation except after notice to the Airport by registered mail at least thirty (30) days prior to the date of such cancellation. Where any policy(ies) has/have normal expirations during the term of this Agreement, written evidence of renewal shall be furnished to the Airport at least thirty (30) days prior to such expiration. The Airport, its staff, and employees shall be named as additional insured on Consultant's Comprehensive General Liability coverage, with respect to Consultant's use of the Airport and the Premises which are subject of this Agreement. Upon written request by the Airport, Consultant shall permit the Airport to inspect all originals of all applicable policies. Required additional insured language is as follows: "*The Airport, the City and County of Spokane, their elected officials, agents and employees are additional insured with respects to Liability arising out of the operations of the named insured.*"

19. INDEMNIFICATION:

- A. The Consultant shall indemnify the Airport, its elected and appointed officials, agents, employees and representatives (collectively, the "Constituents") from only that portion of any liability that is caused by any negligent act, error, or omission by the Consultant with regard to the professional services it has performed for the Airport, as such liability is finally determined after trial and any appeal thereof. The Airport and the Constituents shall not have comparative fault for selection, administration, monitoring, or controlling the Consultant, or in approving or accepting the Consultant's work. This paragraph shall not nullify, extend or expand any statute of limitations that is otherwise applicable to any negligence or other claim against the Consultant. This indemnification is not intended to, and does not alter or interfere with any duties that the Consultant may have under its insurance agreements, such as the duty to cooperate fully with the insurer in defending any claims, the duty to obtain the consent of the insurer to pay or compromise any claim, or the duty to refrain from prejudicing the insurer's subrogation rights. This indemnification is solely for the benefit of the Airport and the Constituents and no third party beneficiary or other rights shall be created under this provision.
- B. Consultant hereby agrees to release and hold harmless the Airport and Constituents from any damages to the Consultant caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and the Consultant does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against the Airport, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.
- C. Consultant further agrees to hold the Airport and Constituents free and harmless for any claims arising out of the damage, destruction or loss of any or all of Consultant's equipment excluding any claims arising out of the sole negligence of the Airport,

the City and County of Spokane, their elected officials, agents and employees.

20. AUTHORIZATION TO PROCEED: Consultant will not begin work on any of the services listed until the Airport provides written direction to proceed.
21. FORCE MAJEUR: Neither the Airport or Consultant shall hold the other responsible for damages nor delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other employees and agents.
22. HAZARDOUS MATERIALS: Dealing with hazardous materials is not within Consultant's obligations. An amendment to this Agreement will be required for work involving hazardous materials.
23. SERVICES OF CONSULTANT: Unless this Agreement is terminated as specified herein by reason of substantial failure of either party to fulfill its obligations under this Agreement, Consultant shall perform all services specified in this Agreement.
24. SUBMISSION OF AGREEMENT: The submission of this document for examination and negotiation does not constitute an offer or Agreement. This document shall become effective and binding only upon execution and delivery hereof by an authorized representative of each the Airport and Consultant. No act or omission of any officer, employee or agent of the Airport shall alter, change or modify any of the provisions hereof.
25. RELATIONSHIP OF THE AIRPORT AND CONSULTANT: Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture, and no provision contained in this Agreement nor any acts of Consultant and the Airport shall be deemed to create any relationship other than that of Consultant serving as an independent contractor of the Airport.
26. SURVIVAL OF INDEMNITIES: All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Consultant shall, at the Airport's option, defend the Airport at Consultant's expense by counsel satisfactory to the Airport.
27. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY: This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue for any action on or related to the terms of this Agreement shall be exclusively in either the United States District Court for the Eastern District of Washington at Spokane or the Spokane County Superior Court for the State of Washington, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Agreement, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

Attachments:

Exhibit A: Scope of Work

IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year first above written:

SPOKANE AIRPORT BOARD

APPROVED AS TO FORM

By: _____
Lawrence J. Krauter
Chief Executive Officer

By: _____
Brian M. Werst
General Counsel

[INSERT CONSULTING SERVICE CO]

Printed Name: _____
Title: _____
UBI #: _____

STATE OF _____)
_____) ss.
COUNTY OF _____)

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 and stated that he/she was authorized to execute the instrument and acknowledged it as the (Title) _____ of (Firm Name) _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A
Scope of Work

1. Serve as a liaison for the Airport and make follow-up contact with Congressional staff as appropriate to check the status of appropriations and Community Directed Spending requests and report in writing the status of such requests. Proactively provide the appropriate forms for submitting CDS requests, the timeline for submission, and follow-up as necessary with Congressional and Committee staff.
2. Assist in identifying opportunities for participation in policy roundtables and Congressional committee testimony.
3. Assist in scheduling meetings either virtually or in person with the leadership of Federal aviation-related agencies (including but limited to, USDOT, FAA, DHS, and TSA) as needed for regulatory or other issue engagement. Assist in securing permits, authorizations, approvals, etc., that are required from the Federal government or any of its agencies.
4. Advocate on behalf of the Airport to support legislation on specific bills and issues of interest and benefit to the Airport and make follow-up contact with Congressional members, key Congressional staff, and executive agencies as appropriate to check the status of such legislation.
5. Coordinate the Airport's Federal legislative activities with comparable activities of other airport trade groups and similar related interests.
6. Assist in developing and presenting the Airport's annual Federal Affairs Priorities to the Airport Board typically in November or December.
7. File quarterly activity reports, as required by law, with the Clerk of the U.S. House of Representatives and the Secretary of the U.S. Senate.
8. Provide reports or presentations as directed.
9. Keep informed of the projects and activities of the Airport and advise of pending legislation or regulations that might materially impact those projects and activities.
10. Keep informed of the projects and activities of various Federal agencies and advise of possible programs and activities for which the Airport may make application. In particular, identify Federal infrastructure grant programs, such as RAISE, CRISI, or the Airport Terminals Program, provide strategy, and follow-up to ensure to the greatest extent possible a successful, funded application.
11. Proactively identify, prioritize, and monitor issues and opportunities for the Airport with respect to items under consideration by Congress and Executive branch agencies.
12. Monitor all Federal legislative and agency proposals to determine possible impacts or opportunities to the Airport.
13. Establish and maintain effective working relationships with Federal agencies as well as members of Congress with an emphasis on the Washington and Idaho delegations, their respective staff, and the professional staff of strategic committees of jurisdiction in the Senate and House.
14. Perform other assigned services not specifically enumerated but similar in nature to those included in this Scope of Service as needs are identified by the Airport, such as assisting in preparation of testimony or letters outlining the position of the Airport as well as providing resources and expertise in regulatory filings or litigation involving federal agencies.
15. Meet with Airport staff at Airport offices a minimum of once per year, more often if requested by the Airport CEO or designee, to discuss activities, issues, and strategies.

16. Maintain regular contact with, and be easily accessible to, the Airport's CEO, Director of Marketing and Public Affairs, and other designated Airport staff via telephone, web conference, written memorandum, and/or e-mail.
17. Coordinate with other lobbyists, counsel, and interested parties in advocacy efforts and also assist in coalition building.