



CenterFuse

Ellensburg's Business Development Authority
207 N. Pearl Street (physical), 110 W. 6th Avenue #238 (mailing)
Ellensburg, WA 98926

Request for Proposals I-90 West Interchange Study

CenterFuse is seeking the services of a professional consultant to deliver a study to identify obstacles and opportunities to private development of undeveloped land at Ellensburg's I-90 West Interchange.

Posting Date: November 8, 2022

Proposals Due: December 1, 2022, 5:00PM (PST)

CenterFuse, Ellensburg's Business Development Authority, requests interested parties to submit proposals for the above referenced Request for Proposals (RFP).

Background

CenterFuse, Ellensburg's Business Development Authority, seeks to connect businesses with the resources so they can start, grow, and prosper. Established as a public development authority in Ellensburg City Code in 1993, CenterFuse is the city's lead for economic development. We are governed by a 9-member volunteer board who guides the work of the Executive Director.

The Ellensburg community has about 20,000 residents and is growing. Estimates on the number of businesses in Ellensburg is approximately 1,790 with the large percentage of businesses having less than five employees. Fifty-five percent of Ellensburg businesses fall into three main business sectors: Government/Healthcare/Education and Retail, Food/Accommodations. Our largest employer is Central Washington University.

Scope of Work

CenterFuse is seeking a professional services consulting to deliver a study to identify obstacles and opportunities to private development of undeveloped land at Ellensburg's I-90 West Interchange.

The scope of work will include:

- Needs Assessment
- Existing conditions and evaluation
- Regulatory scan and incentives inventory
- I-90 West Interchange future forecast
- Strategic Action Plan
- Identify funding



PLEASE NOTE: This project, the I-90 West Interchange Development Study, is being performed in coordination with a parallel, complimentary effort by the Kittitas County Department of Public Works - West Interchange Hydraulics and Hydrology project.

Key components of the I-90 West Interchange Development Study are:

Needs assessment. This step focuses on the private landowner and current or prospective private developer. We want to fully understand the private entity's needs to realize private development at the I-90 West Interchange. The consultant, in coordination with CenterFuse and the I-90 West Interchange Economic and Watershed Workgroup (Workgroup), will develop a set of questions aimed at identifying the marketplace needs for private development to occur. The consultant will pose the questions via interview private owners, prospective developers, other stakeholders. Preliminary indications are landowners are willing to collaborate, set-aside property for conservation, sell property, etc. and consultant will confirm owner's development readiness.

Deliverable: A report summarizing marketplace, landowner, and developer needs for private development to occur on undeveloped land.

Existing conditions and evaluation. Perform a site visit of the project area. Gather information about the vacant land including parcel by parcel features (e.g., tax assessor, flood district, water quality, etc.), Data sources may include county records and owner interviews to verify property ownership, size, land use, etc. Identify and review recent completed studies by regulatory agencies and the Yakama Tribe focusing on the potential obstacles and opportunities for private development. Include a crosswalk of complementary habitat assessment efforts currently underway.

Deliverable: Data on parcels in the project area and a comprehensive list and summary of completed agency reports.

PLEASE NOTE: It is at this point forward the consultant will work with CenterFuse to share information and coordinate tasks to maximize resource utilization, avoid duplication of effort, and achieve desired outcomes in concert with the Kittitas County I-90 West Interchange Development Study (County study).

Regulatory scan and incentives inventory. Perform a comprehensive analysis of what regulations do/do not apply, when and how within the project area specifically as it relates to land use. Identify and engage with those agency representatives with policy and procedural responsibilities to define the regulatory landscape including local development standards and develop an inventory of development incentives e.g., Tax Increment Financing.

Deliverable: Summarize regulatory impacts and what activates regulations, and development incentives as it relates to private development.

PLEASE NOTE: The County study includes completing and identifying preferred alternatives for stream alignment(s) which will aid the CenterFuse consultant to articulate impacts to specific properties. The consultant shall work with property owners in the project area to consider their preferred land uses and the associated impact(s) resulting from the implementation of the County study preferred alternatives.

I-90 W Interchange future forecast. Concurrently with the County study's identification of preferred alternatives and property owners preferred land uses, the consultant will facilitate the development of a future focused, draft vision statement for private development in the project area. This draft vision statement will also take into consideration the regulatory landscape, plans (e.g., local comprehensive plans), assessments (e.g., habitat, fish), and economic data.

Deliverable: A vetted, draft working vision statement

Strategic Action Plan. The work of the County study and the draft vision statement create a framework for a strategic action plan (Plan). The Plan will identify steps, scenarios, and recommendations to implement the vision for private development. The consultant will use criteria to prioritize and rank recommended actions. The consultant will include in the Plan barriers and opportunities to realize the vision for the project area, anticipated habitat and community benefits, and possible development scenarios along with a marketing strategy to advance realization of private development in the project area and a community outreach plan. The Plan will identify roles and responsible parties, timeline, and milestones.

Deliverable: An implementable strategic action plan for this sub-area that achieves the project goals.

Funding. Implementation of the Plan will take financial resources. The consultant will research, identify, and qualify prospective grant funders, appropriation/direct funding requests opportunities at the local, state, and federal level and the like to support priority work.

Deliverable: A comprehensive funding guide (e.g., name of funder, funding program, cycle(s) for accepting requests, min/max of funding ask, match requirements, duration for use of funds, etc.) to fully realize the Plan.

PROJECT GOALS

- Create an implementable I-90 West Interchange Private Development plan
- Inventory of existing conditions with scenarios for future development

- Understand the needs of private developers/landowners, obstacles to development, and steps to reduce or clear barriers inhibiting development
- Reduce or eliminate non-desirable impacts of over bank flooding
- Realize significant improvements in habitat
- A vision for what could be

Subconsultants:

With written permission from CenterFuse prior to entering any discussion or contracting, we will allow subcontracts to perform on this work.

Project Schedule:

Please provide a possible work schedule with your proposal to allow for adequate notification and staff scheduling during the performance of this work. The work schedule is to include all proposed major milestones. Actual work schedule shall be confirmed at the time of contract signing.

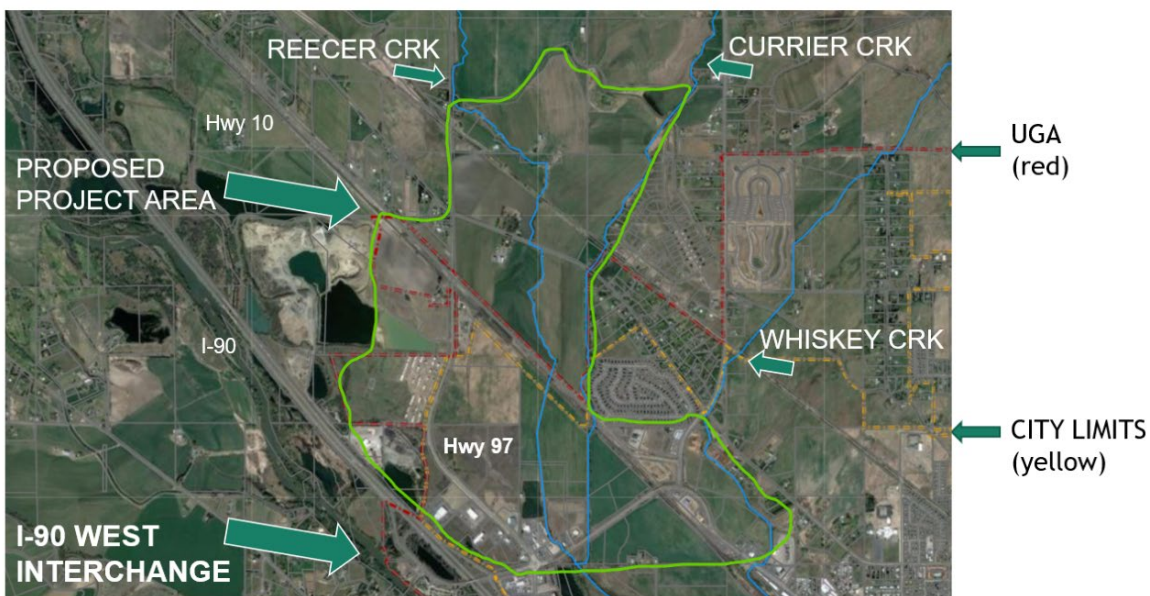
Proposed Timeline

The following table outlines the anticipated schedule for this RFP process. The City reserves the right to modify or reschedule milestones as necessary.

Item	Date
RFP Announced	November 8, 2022
Proposals Due	December 1, 2022, 5pm

CenterFuse will endeavor to notify the consultant selected during the week of December 12, 2022.

PROJECT OVERVIEW



Proposal Due Date/Time

5:00PM (local time) on Thursday, December 1, 2022. CenterFuse must receive proposals no later than said date and time. By submitting a proposal, respondents acknowledge their satisfaction as to the size, scope, and location of the work to be performed.

Bid Submittal Procedures

- Bidders are to submit their bids in PDF format as an email attachment and send to director@ellensburgcenterfuse.com – note 10 MB file size limit
- Email subject line to read: CenterFuse I-90 W Study, <Company Name>
- Email body to include the following text:
 - o Attached is Company Name’s bid for the CenterFuse I-90 W Study

Response Requirements & Format

All costs for developing a response to this RFP are the obligation of the respondent and are not chargeable to CenterFuse. The respondent must bear all costs associated with the preparation of the submittal and of any oral presentation requested by CenterFuse. All responses and accompanying documentation will become property of CenterFuse and will not be returned. Proposals may be withdrawn at any time prior to the published close date, provided notification is received in writing to CenterFuse as listed below. Proposals cannot be withdrawn after the published close date.

Proposals must include all information requested and meet all specifications and requirements outlined in this RFP. The following submittals must be part of your proposal; if any are not included, your proposal may be judged as non-responsive. A committee will evaluate the submitted proposals. During the evaluation process, CenterFuse reserves the right to request additional information or clarification from firms responding to this RFP.

A complete response will include:

1. Cover letter stating:
 - a. Brief overview of firm
 - b. Reason for interest
 - c. List of services offered by firm, in accordance with the scope of work
 - d. Firm’s point-of-contact name, position, and contact information

2. Project Approach and Process Overview – Provide a general statement, based on experience, as to how the consultant would approach the process, including estimated timelines, and how the consultant would involve stakeholders, if applicable, and work together with CenterFuse towards accomplishing the project. Include key milestones, deliverables, and “intersection points” (i.e. – in-person meetings) with CenterFuse in the project management approach.

3. Identify firm's current personnel with their respective qualifications and relevant experiences (limit to no more than one page per person). Team member qualifications and roles, particularly Lead Consultant qualifications, are important. Please include Professional Registration or Licensure in the State of Washington, where appropriate.

4. Organizational chart of firm.

5. Provide a list of a minimum of three (3) clients who can verify the consultant's ability to provide the scope of services requested. Also, please provide a list of current clients who are receiving services like those requested by CenterFuse, if any.

6. Payment Methodology – Provide total expenses for each individual position as well as total expenses should consultant be awarded the contract.

Additional response requirements include the following:

1. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal. A corporation must indicate place and date of incorporation.

2. Provide a statement indicating the number of calendar days the proposal shall be valid.

Selection and Award

All interested parties are requested to provide a response containing all required elements herein to CenterFuse by the deadline given. Each proposal will be independently evaluated based on the following criteria:

A. Experience. Experience in providing services like those requested and having obtained favorable outcomes.

B. Cost. Total estimated fees and expenses for the services. While cost will be a consideration in the award of the contract, the contract will not necessarily be awarded to the firm submitting the lowest cost proposal. CenterFuse will award the contract to the firm whose proposal offers the best overall value and fit CenterFuses' needs. If no proposal satisfies CenterFuses' needs CenterFuse may revise its Request for Proposals.

C. References. Evaluation of past performance as stated by references and the relevance of experience as reported in the proposal.

D. Dependability. Ability to meet time and cost estimates as evidenced by documentation provided through references.

E. Responsiveness. The overall quality of the proposal and its responsiveness to this Request for Proposals.

CenterFuse reserves the right to reject any or all proposals and to waive any irregularities or information in the evaluation process. The final decision is at CenterFuse's sole discretion and respondents to this request have no appeal rights or procedures guaranteed to them.

CenterFuse reserves the right to re-evaluate firms who were not originally short-listed at any time before the determination of a finalist is made. Upon notification of an intent to award, CenterFuse reserves the right to limit the period of contract development to thirty (30) days, after which time project award may be rescinded. CenterFuse has the option not to award a contract at the end of this process.

Terms and Conditions

CenterFuse reserves the right to amend terms of this RFP to circulate various addenda, or to withdraw the RFP at any time, regardless of how much time and effort firms may have spent on their responses.

Terms of the agreement are outlined in this solicitation and include the following documents, which are incorporated herein by this reference:

- Attachment: CenterFuse Consulting Services Agreement (boilerplate)

Contracting notice

Upon selection of Consultant, CenterFuse intends to enter into an agreement using its standard Professional Services Agreement which shall be used to secure these services. A copy of this document is attached and will be the governing document. No changes or deviations from the terms set forth in this document are permitted without the prior approval of CenterFuse.

Performance Criteria

Consultant shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance/service against the Consultant shall be documented by CenterFuse and submitted to the Consultant for corrective action. Continued poor performance shall be deemed a breach of CenterFuse requirements and shall be the cause for immediate termination of services.

Proposed Personnel

Consultant agrees to provide all professional staff necessary to perform the scope of work, including key individuals named in Consultant's proposal. These key personnel shall remain assigned for the duration of the contract, unless otherwise agreed to in writing by CenterFuse. In the event Consultant proposes to substitute any key personnel, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. CenterFuse shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. CenterFuse shall not unreasonably withhold approval of staff changes.

Insurance

Consultant must maintain insurance as outlined in the Consulting Services Agreement (Attachment A). Prior to performing any services, Consultant shall provide CenterFuse a Certificate of Insurance, naming CenterFuse as Additional Insured. Failure of CenterFuse to demand such certificate or failure of CenterFuse to identify a deficiency in the insurance documentation shall not be construed as a waiver of Consultant's obligation to maintain such insurance.

Invoicing and Payment

Consultant may invoice CenterFuse no more frequently than once per month for work completed. Invoices shall contain an itemized listing of all expenses. CenterFuse will make payment to Consultant within thirty (30) days after receipt and approval of said invoices. Invoices shall be delivered to:

CenterFuse
Attn: Executive Director
110 W. 6th Avenue #238
Ellensburg, WA 98926
E. director@ellensburgcenterfuse.com

RFP Contact: Margaret Reich, Executive Director
509-955-3880
director@ellensburgcenterfuse.com

PUBLIC DISCLOSURE NOTICE

All materials provided by the respondent are subject to State of Washington and applicable public disclosure laws, per RCW 42.56. Any information contained in the proposal that the respondent desires to claim as confidential or proprietary must be clearly designated, including page with particular content identified. CenterFuse assumes no obligation on behalf of the respondent to claim any exemption that is not clearly identified by the respondent as being confidential or proprietary. CenterFuse will try to respect all material identified by the respondent as being confidential or proprietary but requests that respondent be highly selective of what they mark as such. CenterFuse will make a decision predicated upon applicable laws and can choose to disclose information despite its being marked as confidential or proprietary. Marking the entire proposal as confidential or proprietary, and therefore, exempt from disclosure will NOT be accepted or honored, and may result in disclosure of the entire proposal or disqualification of the proposal solely at the discretion of CenterFuse. Documents identified as confidential or proprietary will not be treated as such if public disclosure laws take precedence, the information is publicly available, the information is already in CenterFuse's possession, the information is obtained from third parties without restrictions on disclosure, or the information was independently developed without reference to the confidential information.

Governing Law and Venue

In the event of litigation, the submittal documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be with the appropriate state or federal court located in Kittitas County.

Americans with Disabilities Act (ADA) Information

CenterFuse in accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 will make every reasonable effort to provide equal opportunity to submit qualifications in response to this request.

Title VI Statement

CenterFuse in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

Questions/Inquiries

Please direct any questions concerning this RFP or CenterFuse's requirements to the CenterFuse agent(s) listed below. No other CenterFuse official or employee is empowered to speak for the CenterFuse with respect to this request. Information obtained from any other source shall not be binding and may disqualify your response.

ATTACHMENT A: CenterFuse Consulting Services Agreement

CENTERFUSE PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is entered into this date between the Ellensburg Business Development Authority dba Centerfuse ("CENTERFUSE"), and _____ ("CONSULTANT").

In consideration of the mutual covenants and agreements contained herein, CENTERFUSE and CONSULTANT mutually agree to the following terms and conditions:

1. RETENTION OF CONSULTANT. CENTERFUSE retains the CONSULTANT to perform the SCOPE OF WORK consulting services. The CONSULTANT agrees to perform, according to the best of its professional ability and skill, the requested consulting services authorized by CENTERFUSE. All work shall be done under the direction of the CENTERFUSE Executive Director or their designee. CONSULTANT recognizes and agrees this is a non-exclusive consulting relationship between CENTERFUSE and CONSULTANT, and CENTERFUSE may, from time to time, utilize the services of others to perform services similar to those anticipated to be performed by CONSULTANT pursuant to the terms of this Agreement.

2. TERM OF AGREEMENT. The term of this Agreement shall be from the _____ day of _____, 20____, until completion of the SCOPE OF WORK or until terminated by either party, whichever first occurs.

3. INDEPENDENT CONTRACTOR. The CONSULTANT and CENTERFUSE agree that the CONSULTANT is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits afforded CENTERFUSE employees by virtue of the services provided under this Agreement. CENTERFUSE shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the State Industrial Insurance program, or otherwise assuming the duties of an employer with respect to the CONSULTANT, or any employees of CONSULTANT.

4. CONSULTING SERVICES. The CONSULTANT shall provide services as authorized by CENTERFUSE as identified in the SCOPE OF WORK, attached hereto marked as Exhibit "A" and made a part of this Agreement as if set forth in full herein.

5. PROJECT LEAD PERSON. The project lead person assigned by CONSULTANT to communicate with CENTERFUSE on behalf of CONSULTANT shall be _____.

6. CENTERFUSE'S RESPONSIBILITIES. CENTERFUSE's responsibilities under this Agreement will include the following:

6.1 Provide CONSULTANT with information, comments, and reports and recommendations as reasonably requested by CONSULTANT in order to enable CONSULTANT to provide the CONSULTANT's services. CENTERFUSE shall provide these items in a timely manner so the orderly and sequential delivery of services by CONSULTANT may occur;

6.2 Give verbal notice to be followed by written notice within one week of verbal notice to the CONSULTANT whenever CENTERFUSE observes or becomes aware of any defect or deficiency in a project or other event which may substantially affect the CONSULTANT's performance under this Agreement; and

6.3 Compensate, as provided by this Agreement, the CONSULTANT for services rendered under this Agreement.

7. QUALITY OF SERVICES. CONSULTANT was selected by CENTERFUSE to perform services pursuant to the terms of this Agreement based upon CONSULTANT's professional experience and qualifications, and CONSULTANT agrees to perform services for CENTERFUSE in a professional manner consistent with the highest standard of performance of similar services reasonably expected and recognized in the Kittitas County area. CENTERFUSE and CONSULTANT agree to act in good faith with one another with respect to performance of the terms of this Agreement.

8. CONSULTING FEES AND COSTS.

8.1 CONSULTANT shall provide professional services for which CENTERFUSE shall compensate the CONSULTANT at the rates set forth in Exhibit "B" to this Agreement. Reimbursable costs shall only include the actual amount of bills for materials and services provided specifically for CENTERFUSE projects by third parties. CONSULTANT shall endeavor to direct all costs of this nature to CENTERFUSE for direct payment by CENTERFUSE, when such costs exceed \$300.

8.2 Reimbursable costs shall not include travel time or mileage expense associated with travel time of CONSULTANT to travel to CENTERFUSE to provide services for CENTERFUSE, unless otherwise specifically provided by in Exhibit "B" to this Agreement.

8.3 CENTERFUSE will be responsible for reimbursing CONSULTANT for expenses incurred on CENTERFUSE's behalf. These may include postage, special deliveries, photocopying at the rate of ten cents per page, government filing and search charges, and any other reasonable out-of-pocket expenses approved in writing by CENTERFUSE Executive Director.

9. BILLINGS AND PAYMENTS. The billings for the CONSULTANT's services shall identify at a minimum the following:

9.1 The project for which the services are provided;

- 9.2 The date on which the services are provided;
- 9.3 The individual performing the services;
- 9.4 The hourly rate of the individual performing the services;
- 9.5 The time expended to perform the services; and
- 9.6 A brief description of the services provided.

CONSULTANT shall bill CENTERFUSE monthly for services provided by the CONSULTANT for the previous month. CENTERFUSE shall pay CONSULTANT's bills or notify CONSULTANT that a dispute exists concerning CONSULTANT's bill within forty-five (45) days of receipt of the CONSULTANT's bill.

In the event CENTERFUSE notifies the CONSULTANT that a dispute exists concerning the bill, CENTERFUSE and CONSULTANT will meet in an effort to resolve the dispute. If CENTERFUSE and CONSULTANT are unable to resolve the dispute to both parties' satisfaction, then the CONSULTANT must file suit to resolve the dispute concerning the bill in accordance with the other provisions of this Agreement. Any suit filed for purposes of resolving a dispute concerning a disputed bill must be filed by the CONSULTANT within one hundred fifty (150) days of the date the bill is sent to CENTERFUSE or the CONSULTANT's request for payment from CENTERFUSE shall be deemed waived.

Interest charges on invoices for CONSULTANT's services shall be computed at the rate of ten percent per annum.

10. INDEMNIFICATION. The CONSULTANT agrees to hold harmless, indemnify and defend CENTERFUSE, its directors, officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its agents or employees, in connection with the services required by this Agreement, provided however, that:

10.1 The CONSULTANT'S obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of CENTERFUSE, its directors, officers, agents or employees; and

10.2 The CONSULTANT'S obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and CENTERFUSE, or of the CONSULTANT and a third party other than an owner, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT; and

10.3 With respect to the performance of the services required by this Agreement and as to claims against CENTERFUSE, its directors, officers, agents and employees, the CONSULTANT expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation

to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of the CONSULTANT and includes any judgment, award or costs thereof, including attorney's fees. **THIS WAIVER IS MUTUALLY NEGOTIATED BY AND BETWEEN CENTERFUSE AND THE CONSULTANT.**

The CONSULTANT agrees that its obligation and agreement to indemnify, defend, and hold harmless pursuant to this provision, includes the agreement of CONSULTANT to reimburse CENTERFUSE for all of CENTERFUSE's costs and reasonable attorney's fees incurred as a result of any action of CENTERFUSE to enforce this provision.

11. INSURANCE. The CONSULTANT shall secure and maintain in force, during the term of this Agreement, professional liability insurance written on an occurrence basis with limits not less than \$300,000.00 per occurrence. In addition, CONSULTANT shall have in place, at all times, the aforementioned insurances in place, comprehensive motor vehicle insurance with coverage for personal injury and property damage claims arising out of the use of motor vehicles with combined single limits of \$100,000.00 per person and \$300,000.00 per occurrence. Certificates of insurance coverage required herein shall be delivered to CENTERFUSE within fifteen (15) days following execution of this Agreement by CENTERFUSE.

12. SEVERABILITY. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

13. ASSIGNMENT. The CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CENTERFUSE, which written consent may be withheld by CENTERFUSE for any or no reason.

14. REPORT OWNERSHIP. All original reports and other work prepared by the CONSULTANT, as provided under this Agreement, shall become the sole property of CENTERFUSE upon final payment to the CONSULTANT of the CONSULTANT fees as set forth in this Agreement. CONSULTANT may use electronic or other copies of any final work prepared for CENTERFUSE as promotional materials for CONSULTANT's business.

15. ATTORNEY'S FEES. Except as otherwise specifically provided in this Agreement, in the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, each party shall pay for its own costs and reasonable attorney's fees.

16. WAIVER OF BREACH. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

17. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Kittitas County Superior Court.

18. COPYRIGHT. No reports, documents, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

19. AGREEMENT TERMINATION. CENTERFUSE or CONSULTANT may terminate this Agreement by giving thirty (30) days' written notice to the other party. In such event, CENTERFUSE shall forthwith pay the CONSULTANT in full for all work previously authorized and performed prior to the effective date of the notice of termination. In the event of termination, the CONSULTANT agrees to cooperate reasonably with any CONSULTANT thereafter retained by CENTERFUSE in making available information developed as the result of work previously performed by the CONSULTANT. If no notice of termination is given, relationships and obligations created by this Agreement, unless otherwise expressly provided, shall be terminated upon completion of all applicable requirements of the Agreement.

20. ACCESS TO RECORDS. CENTERFUSE and authorized representatives of the State and Federal Governments shall have access to any books, documents, papers, and records of the CONSULTANT which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, transcriptions, and otherwise reviewing or monitoring the financial and other components of the work and services provided and undertaken as part of a project under this Agreement. Access to such books, documents, papers, and records shall be provided by whatever legal and reasonable means are deemed appropriate by CENTERFUSE or authorized state or Federal representative.

All such records and all other records pertinent to this Agreement, and work undertaken pursuant to this Agreement, shall be retained by the CONSULTANT for a period of six years, unless a longer period is required to resolve audit findings or litigation. In such cases, CENTERFUSE may request, and the CONSULTANT shall abide by, such longer period for record retention.

21. INTEREST OF CENTERFUSE OFFICIALS. No member of the governing body of CENTERFUSE and no other officer, employee, or agent of CENTERFUSE who exercises any functions or responsibilities in connection with the planning and carrying out of the terms of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement and CENTERFUSE and CONSULTANT shall take appropriate steps to assure compliance.

22. INTEREST OF CONSULTANT AND EMPLOYEES. The CONSULTANT covenants that it shall not acquire interest, direct or indirect, in any study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services on behalf of CENTERFUSE pursuant to this Agreement.

23. REPORTS AND INFORMATION. The CONSULTANT, at such times and in such forms as CENTERFUSE may require, shall furnish CENTERFUSE such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

24. COMPLIANCE WITH LAWS. The CONSULTANT shall comply with all existing and hereafter enacted applicable laws, ordinances, and codes of the federal, state, and local governments.

25. NOTICES. Notices provided for in this Agreement shall be provided by hand delivery or via U.S. mail, postage prepaid, to the addresses for giving notices provided at the end of this Agreement, or as such addresses may be changed by a party in writing from time to time.

26. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between CENTERFUSE and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CENTERFUSE and the CONSULTANT. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CENTERFUSE and CONSULTANT and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CENTERFUSE and CONSULTANT and not for the benefit of any other party.

APPROVED by CENTERFUSE the
_____ day of _____, 20____.

APPROVED by CONSULTANT the
_____ day of _____, 20____.

Margaret Reich, Executive Director

(Signature)

(Print Name)

(Print Capacity of Signor)

Address for Giving Notices:

Address for Giving Notices:

CENTERFUSE

Attn: Executive Director

Attn: _____

110 W. 6th Avenue, #238

Ellensburg, WA 98926

Phone: (____) _____

Phone: (____) _____