

CITY OF LYNDEN CONSULTING AGREEMENT

This Agreement is entered into by and between City of Lynden, a Washington Municipal Corporation ("City") and Gordon Thomas Honeywell Governmental Affairs (hereinafter referred to as "Consultant"), upon the following terms and conditions:

A. Scope of Work. Consultant will advise and assist the City of Lynden in accordance with Consultant's Scope of Work, described in Attachment "A" hereto and incorporated herein, and Consultant will do and produce such other things as are set forth in the Scope of Work (the "Services"). Consultant's Services will be consistent with the accepted practices for other similar services and in compliance with applicable laws, regulations, rules, orders, licenses and permits, now or hereinafter in effect, and Consultant shall furnish such documents as may be required to effect or evidence such compliance. Consultant's Services shall be performed by Briahna Murray and within a time period prescribed by the City and pursuant to the direction of the Mayor or City Administrator or his designee.

B. Compensation; Expenses. City of Lynden will pay Consultant for satisfactorily rendered Services in accordance with the specific terms set forth in Attachment "A."

C. Invoices; Payment. Consultant will furnish City of Lynden invoices at regular intervals, as set forth in Attachment "A."

D. Term. Consultant shall promptly begin the Services hereunder on the date set forth in Attachment "A" and shall terminate same on the date set forth in Attachment "A," unless earlier terminated by mutual agreement. City of Lynden or Consultant may terminate Consultant Services for convenience at any time prior to the termination date set forth in Attachment A, provided that either party provides 30-days' notice.

E. Ownership of Work Product. The product of all work performed under this Agreement, including reports, and other related materials shall be the property of City of Lynden or its nominees, and City of Lynden or its nominees shall have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

F. Independent Contractor. Consultant is an independent contractor and nothing contained herein shall be deemed to make Consultant an employee of City of Lynden, or to empower consultant to bind or obligate City of Lynden in any way. Consultant is solely responsible for paying all of Consultant's own tax obligations, as well as those due for any employee/subcontractor permitted to work for Consultant hereunder.

G. Release of Claims; Indemnity. Consultant hereby releases, and shall defend, indemnify and hold harmless City of Lynden from and against all claims, liabilities, damages and costs arising directly or indirectly out of, or related to, Consultant's fault, negligence, strict liability or produce liability of Consultant, and/or that of any permitted employee or subcontract or Consultant, pertaining to the Services hereunder.

H. Assignment. Consultant's rights and obligations hereunder shall not be assigned or transferred without City of Lynden's prior written consent; subject thereto, this Agreement shall be binding upon and inure to the benefit of the parties' heirs, and successors.

I. Governing Law; Severability. This Agreement shall be governed by the laws of the State of Washington, U.S.A. (excluding conflict of laws provisions). If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction hereover (excluding arbitrators), such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement, and the court shall, so far as possible, construe the invalid portion to implement the original intent thereof.

J. Arbitration. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event such dispute cannot be resolved by agreement of the parties, such dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); venue shall be placed in City of Lynden, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.


K. Entire Agreement; Etc. This Agreement, and its incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersede any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any provision hereof which may be reasonably deemed to survive the expiration or termination of this Agreement shall so survive, and remain in continuing effect. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below which shall also be the effective date of this Agreement.

Consultant:

Gordon Thomas Honeywell
Governmental Affairs

City of Lynden:


Briahna Murray, Vice President

Date: December 7, 2021


Scott Korthuis, Mayor

Date: December 6, 2021

**ATTACHMENT "A" TO
CITY OF LYNDEN CONSULTING AGREEMENT**

- A. Scope of Work:** Consultant shall provide City of Lynden with the following governmental affairs services:
- Register as the City's lobbyist with the Public Disclosure Commission
 - Work with City staff to develop a legislative agenda that advances the city's interests, but accounts for the political climate.
 - Lobby for those items identified on the city's legislative agenda, and additional items at the request of city leadership.
 - Engage the City's legislative delegation and key committee members during the legislative interim to inform them on the City's legislative requests.
 - Identify key opportunities for city staff to travel to Olympia and advance the City's interests.
 - Testify and/or sign-in on behalf of the City on legislation of interest.
 - Schedule meetings with state agencies, the Governor's Office, as necessary to best position the city's legislative agenda items for success.
 - Meet with legislative chairs and leadership to best advance the city's interests.
 - Meet with lobbyists from other interested stakeholders to garner support for the City's agenda items.
 - Monitor AWC activities and report any impact to the city.
 - Provide brief weekly reports to City staff on Olympia activities.
 - Brief City officials on legislative activity and attend City Council and City staff meetings as requested by the City Administrator or his designee.
 - Present an end-of-session report that recaps the legislative session in full.
- B. Compensation/Expenses:** City of Lynden shall pay Consultant a monthly fee of \$3,000.00 for the services listed above, including expenses.
- C. Invoices/Payments:** (a) Consultant shall furnish City of Lynden with invoices for services performed on a monthly basis, and (b) City of Lynden shall pay each of Consultant's invoices within thirty (30) days after City's receipt and verification of invoices.
- D. Term of Agreement:** Consultant's services shall commence on January 1, 2022 and shall terminate on December 31, 2022. This agreement may be amended by mutual agreement to extend the contract for additional one-year terms.