

August 23, 2022

John Williams
City Administrator
City of Lynden
300 4th Street
Lynden, WA 98264

Dear John:

This letter of agreement (“Agreement”) details the agreement between the City of Lynden (“Client”) and CFM Advocates (“CFM”).

CFM’s Team

For purposes of this engagement, the CFM team will be as follows:

- Joel Rubin, Partner;
- David Hodges, VP Public Affairs, and
- Michael Skipper, Manager, Federal Affairs.

Scope of Work

- 1) Work with the Client to develop, prepare, and coordinate up to four earmark and four grant requests.
- 2) Research and locate proper federal account for grant and earmark application.
- 3) Work with Client to prepare supporting documentation, strategic messaging and communications literature for grant and earmark requests.
- 4) Schedule and attend meetings in Washington, D.C. between City officials and Congressional representatives and staff. Plan and schedule additional meetings in D.C. and Lynden, as necessary.
- 5) Work with Client to obtain letters of support from stakeholders for project and submit letter to federal agencies and congressional offices.
- 6) Work with Members of Congress to advocate and secure grant and earmark funding.
- 7) Monitor House and Senate Appropriations, Transportation and Infrastructure bills and prepare timely updates to Client.

1050 SW 6th Avenue
Suite 1100
Portland, OR 97204
503.294.9120

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311 Massachusetts Ave NE
Second Floor
Washington, DC 20002
202.347.9170

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495 State Street
Suite 510
Salem, OR 97301

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cfmadvocates.com

Term and Termination

This Agreement commences on September 12, 2022 and continues through December 2023, with an option to extend the contract for an additional three years. Either party may terminate this Agreement for any reason by providing not less than 30 days' written notice to the other party. The terms of this Agreement, that by their sense and context are intended to survive the termination of this Agreement, shall survive the termination of this Agreement.

Compensation

In consideration for its services, Client will pay CFM a monthly retainer of \$5,000, which includes usual and customary out-of-pocket expenses. CFM typically issues invoices at or shortly after the first of each month for services provided in the previous month, and payments are due within 25 days from the date of the invoice. Interest charges will apply to all account balances outstanding beyond 60 days. CFM will be responsible for payment of all income, social security and other tax liabilities for all CFM partners and employees. The first billing under this Agreement will occur on September 31, 2022 and, thus, the invoice will reflect a prorated amount.

Additional Services

The cost to hire a consultant to write complicated and time-consuming grant applications, similar to RAISE grants, can range between \$20,000 to \$60,000. These 30-page applications are extremely time intensive and require significant skill and insight into the program. CFM has a strong track record of success in drafting these complicated proposals and ultimately being awarded. CFM is the only lobby firm in the country to have successfully landed six BUILD/RAISE grants in each of the last six years.

Client will pay CFM a discounted \$10,000 grant writing fee for these time intensive grant projects that are 10+ pages. Grants that would be eligible for the \$10,000 include, but are not limited to: RAISE, INFRA, Rural Surface Transportation, Mega, Bridge Investment Program, Safe Streets for All and Reconnecting Communities. Any other federal grant application within a 10-page limit is included as part of our annual retainer.

Compliance with Applicable Laws

Each party shall comply in all material respects with all applicable laws, rules and regulations governing its performance hereunder.

Confidentiality

During the course of its work for Client, CFM and its employees may have access to certain sensitive and proprietary Client information. CFM will hold such information in strict confidence during the term of this Agreement and until the date that is three years after the date on which



this Agreement terminates. The foregoing does not apply to any information that must be disclosed by judicial, arbitral or governmental order or process or operation of law, in which event CFM shall notify Client of the disclosure requirement before making such disclosure, if allowed by applicable law, and shall comply with any protective order or other limitation on disclosure that Client may obtain.

Indemnification and Insurance

CFM will defend, indemnify and hold Client harmless with respect to any third-party claims or actions against Client to the extent based upon (i) the acts or omissions of CFM if they constitute a breach of this Agreement, or (ii) any claim or action for libel, slander, piracy, plagiarism, invasion of privacy or infringement of intellectual property (including copyrights) if they arise from materials prepared by CFM, except where any such claim or action may arise out of material furnished by Client as contemplated in the following paragraph.

Client will defend, indemnify and hold CFM harmless with respect to any third-party claims or actions against CFM to the extent based upon (i) the acts or omissions of Client if they constitute a breach of this Agreement, (ii) the use by CFM of materials furnished by Client or where material created by CFM is changed by Client without CFM's prior written consent, or (iii) any claim or action for libel, slander, piracy, plagiarism, invasion of privacy or infringement of intellectual property (including copyrights) if they arise from materials furnished by Client. "Materials furnished by Client" includes, without limitation, information or data provided by or through Client that CFM uses to substantiate claims made in public communications on Client's behalf.

In the event of any proceeding against Client by any regulatory agency or in the event of any court action challenging the validity or propriety of any work involving CFM, to the extent not covered by CFM's obligations set forth herein to defend, indemnify and hold harmless Client, CFM shall provide reasonable assistance in the preparation of the defense of such action or proceeding and cooperate with Client. Client will reimburse CFM for any out-of-pocket costs incurred in connection with any such action or proceeding.

CFM will maintain in force during the term of this Agreement, at its sole expense, commercial general liability insurance coverage having a minimum limit of liability of one million dollars (\$1,000,000).

Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable to the other for any incidental, indirect, special, consequential, punitive or exemplary damages, lost profits, lost sales or anticipated orders, or damages for loss of goodwill under or pursuant to this Agreement, even if a party was informed or knew or should have known of the possibility of such damages or loss, except for damages or losses arising from third-party indemnity liability. This limitation applies regardless of whether such damages, claims or losses



are sought based on breach of contract, breach of warranty, negligence, strict liability, misrepresentation or any other legal or equitable theory.

Miscellaneous

The parties agree to discuss any dispute relating to this Agreement for a period of not less than 30 days before either party may institute formal legal proceedings against the other with respect to such dispute, except with respect to breaches (whether threatened or actual) of covenants for which equitable relief is sought. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and there are no other agreements, understandings, restrictions, warranties or representations (whether written or oral) concerning the subject matter of this Agreement.

The parties may amend this Agreement by written addendum signed by both parties to include other terms, including additional projects in the Scope of Work and fees for such projects.

Dated as of September ____, 2022 by the undersigned duly authorized representatives of Client and CFM.

City of Lynden

CFM Advocates

John Williams
City Administrator

Joel Rubin
Partner

