

**SERVICES AGREEMENT  
CITY OF SUMAS**

The **CITY OF SUMAS**, a municipal corporation of the State of Washington (hereinafter the "City"), with offices located at City Hall, 433 Cherry Street, Sumas, Washington, 98295, and **KYLE CHRISTENSEN** (hereinafter "Christensen" or "Contractor"), with an address of 418 Cornerstone Drive, Sumas, WA 98295, in consideration of the mutual covenants herein, do hereby agree as follows:

**I. PURPOSE:** The purpose of this agreement is for the provision of consulting services related to the flood mitigation, prevention and recovery following the November 2021 flood events in Whatcom County that impacted the City of Sumas.

**II. TERM OF AGREEMENT:** Notwithstanding the date of execution hereof, this Agreement shall be in effect from January 10, 2022 through December 31, 2022, unless terminated earlier as set forth herein.

**III. LIAISON:** The City's officer and its Project Manager responsible for this Agreement is its Mayor, Bruce Bosch. The Contractor's responsible person is Kyle Christensen.

**IV. SCOPE OF WORK:** The Contractor shall provide consulting services related to flood mitigation, prevention and recovery following the November 2021 flood events in Whatcom County that impacted the City of Sumas as requested by the City including the following: 1) advising and otherwise consulting with the City including its mayor, council and staff; 2) attending, and representing the City's interests, at meetings, conferences, and other events related to flood mitigation, prevention and recovery; 3) assisting the City in the undertaking and/or completion of projects and matters related to flood mitigation, prevention and recovery; and 4) otherwise assisting the City with matters related to flood mitigation, prevention and recovery.

**V. PAYMENT:**

A. The Contractor shall be compensated for services performed at a rate of Sixty Dollars (\$60.00) per hour for time expended on authorized tasks, and a rate of Sixty Dollars (\$60.00) per hour for travel time related to City tasks.

B. The City agrees to pay the Contractor monthly based on invoices submitted periodically.

C. Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices shall be submitted to the City for approval prior to payment. No final payment shall be made until approved by the Mayor.

**VI. EXTRA WORK AND CHANGE ORDERS:** Work in addition to, or different from, that provided for in the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.

**VII. COMPLIANCE WITH LOCAL LAWS:** The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments.

**VIII. TERMINATION;**

A. Should either party hereto believe that the other has failed to substantially perform all or a material part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party ten (10) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Contractor shall be paid an amount, in the discretion of the City, which takes into account actual costs incurred by the Contractor in performing the project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the project work which has been performed to the date of termination. In no event shall the Contractor receive an amount based on anticipated profit on unperformed services or other work.

B. Either party may terminate this agreement upon thirty (30) days advance written notice to the other party.

C. On the giving of notice of termination by either party, Contractor shall immediately begin winding down its services in anticipation of the termination, and shall be prepared to deliver to the City all documents and other work on the date of termination.

D. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

**IX. ASSIGNMENT:** Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

**X. VENUE STIPULATION:** This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Whatcom County Superior Court, Bellingham, Washington.

**XI. STATUS OF CONTRACTOR:** Neither Contractor nor personnel employed by the Contractor shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Contractor shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs. Further, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established or will timely establish an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

**XII. CONTRACTOR'S STUDIES, REPORTS AND WORK PRODUCT:** All documents, maps and other materials of whatever kind prepared or obtained by the Contractor pursuant to this Agreement shall be deemed property of the City upon completion or termination of the

Agreement. The Contractor may keep file copies of its work product to the extent permissible under the law but shall retain no other rights of ownership therein and shall deliver to the City all such property upon completion or termination of the Agreement or as otherwise requested by the City.

**XV. MISCELLANEOUS PROVISIONS:**

- A. Each party acknowledges that such party has read this Agreement and understands its contents, that such party has had the opportunity to have this Agreement reviewed by an attorney of such party's choice, and that such party either has consulted with an attorney or voluntarily has chosen not to consult with an attorney before signing this Agreement.
- B. Contractor shall at all times act in the best interests of the City in the performance of this Agreement.
- C. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein
- D. No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy for a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
- E. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- F. The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all of their

previous understandings and agreements, written and oral, with respect to this transaction.

**EXECUTED**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, for the Contractor:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXECUTED**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, for the **CITY OF SUMAS**:

\_\_\_\_\_  
*Mayor*

**Attest:**

**Approved as to Form:**

\_\_\_\_\_  
*City Clerk*

\_\_\_\_\_  
*City Attorney*