

## CULTON CONSULTING LLC CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("**Agreement**") is made and entered into effective as of the date of signature, by and between, **Culton Consulting LLC**, a Washington limited liability company ("**Consultant**"), and City of Toppenish, a Washington State City ("**Client**"). Consultant and Client are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**." The Parties agree as follows:

### 1. Summary.

The Consultant provides professional consulting services, and the Parties enter into this Agreement to specify the terms and conditions on which Client may engage Consultant to provide services (the "**Services**") described in one or more written statements of work (each, an "**SOW**").

### 2. Definitions.

The following capitalized terms used in this Agreement have the meanings set forth below:

- 2.1 "**Affiliate**" means with respect to any Party, any other Person, which controls, is controlled by, or is under common control with, such Party. "**Control**" means (a) that an entity or company owns, directly or indirectly, more than fifty percent (50%) of the voting stock of another entity, or (b) that an entity, person or group has the actual ability to control and direct the management of the entity, whether by contract or otherwise.
- 2.2 "**Intellectual Property Rights**" means all intellectual property rights and moral rights protectible under any laws or international conventions throughout the world, and in each case including without limitation the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement or misappropriation thereof.
- 2.3 "**Person**" means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, any federal, state, or local government or any court, administrative or regulatory agency or commission or other governmental authority or agency, domestic or foreign, or other entity.

### 3. Consulting Services.

- 3.1 Services: Deliverables. The initial SOW is attached hereto as Exhibit A and is effective as of the Effective Date. Any subsequent SOW is effective upon mutual execution by Client and Consultant. With respect to each SOW, Consultant shall: (i) perform all Services described therein in accordance with the terms of such SOW, and (ii) shall provide any documents or other items that Consultant is required to deliver to Client under the terms of such SOW (the "**Deliverables**"). Each SOW executed after the Effective Date is incorporated herein by reference.
- 3.2 Performance. Consultant shall perform the Services and provide any Deliverables in a timely, professional, and competent manner in accordance with industry standards using qualified personnel.
- 3.3 Changes. Either Party may request changes to an SOW. Each such request must be in writing, detailed and must include the requesting Party's good faith estimate of the impact of the requested changes (e.g., timing and cost). Any change to an SOW will not become effective unless it is in writing and mutually executed.

### 4. Responsibilities of Client.

- 4.1 Client Assistance. Client shall cooperate with Consultant's requests for information or approval in connection with performance of the Services. Client shall also comply with any additional requirements or obligations set forth in the applicable SOW.
- 4.2 Client Delays. The client acknowledges and agrees that the performance of the Services by Consultant depends upon timely performance of all applicable Client obligations and that Consultant will not be liable for delays caused by Client.

### 5. Payment.

- 5.1 Fees. The client is engaging Consultant on a monthly retainer at a rate of \$3,000 per month for the Services. Consultant will provide Client with invoices (each, an "**Invoice**") for Services based on the fees for such Services and expenses incurred for the applicable time based on the terms of this Agreement and any applicable SOW (collectively, the "**Fees**"). Unless otherwise mutually agreed in writing, Consultant will deliver a monthly Invoice to Client for all Fees. All Fees are non-refundable. Consultant reserves the right to adjust its rates from time to time and such rates will become effective upon thirty (30) days prior written notice to Client.

5.2 **Payment.** Unless otherwise set in an SOW, Client will pay Consultant (by wire transfer or other method mutually acceptable to the Parties) all Fees within thirty (30) days following receipt of the Client-approved Invoice. Overdue payment of Fees may be subject to interest on the past due amount at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law.

5.3 **Taxes.** All Fees are exclusive of, and Client will pay, all taxes, duties, and assessments, however designated, which are levied or imposed upon such Fees or the use or provision of the Services, excluding only taxes based on Consultant's net income (for which Consultant will be responsible).

## **6. Intellectual Property.**

6.1 **Ownership.** Consultant and Client reserve all Intellectual Property Rights not expressly granted herein. The client acknowledges and agrees that any Intellectual Property Rights developed by consultant are and will remain the exclusive property of consultant. Unless otherwise expressly set forth herein, nothing contained in this Agreement shall be construed as conferring any rights by implication, estoppel or otherwise, under any Intellectual Property Rights of either Party.

6.2 **License to Deliverables.** Subject to the terms and conditions of this Agreement, Consultant hereby grants to Client a non-exclusive, irrevocable, perpetual, royalty-free, fully paid up, worldwide, transferable license, including the right to grant sublicenses through multiple tiers, to use, reproduce, distribute, and modify the Deliverables as reasonably necessary or desirable in the normal course of Client's business.

## **7. Confidentiality.**

7.1 **Confidential Information.** "Confidential Information" means any non-public information that one Party (the "Disclosing Party") discloses to the other Party (the "Receiving Party") in connection with this Agreement or the performance of the Services that a reasonable person would recognize as confidential based on the nature of the information and the circumstances of disclosure, whether disclosed orally, visually, electronically or otherwise, but does not include information that; (i) has been legally made public, other than by acts of the Receiving Party; (ii) was or becomes independently known or available on a non-confidential basis from a third-party; or (iii) is developed independently by the Receiving Party without the use of or reference to the Confidential Information of the Disclosing Party. Unless otherwise agreed in writing, all Confidential Information is provided "AS-IS."

7.2 **Nondisclosure of Confidential Information.** The Receiving Party shall use the same degree of care to avoid disclosure of the Disclosing Party's Confidential Information as it employs or would employ with respect to its own Confidential Information that is not meant to be disclosed, but always shall use at least reasonable care to avoid such disclosure. The Confidential Information shall be kept confidential and shall not be disclosed by the Receiving Party in any manner whatsoever, in whole or in part, without written permission by the Disclosing Party except that the Receiving Party may disclose the Confidential Information to its employees, advisors, officers, directors, managers, agents, owners, advisors, and attorneys that have a reasonable need to know such Confidential Information and are subject to nondisclosure obligations no less restrictive than this Agreement (collectively, "Representatives"). Each Party shall be responsible for the acts and omissions of its Representatives with respect to the Confidential Information.

7.3 **Use of Confidential Information.** The Receiving Party shall not use the Confidential Information, directly or indirectly, for any purpose other than as is necessary in connection with performing its obligations or exercising its rights under this Agreement. The Receiving Party shall promptly notify the Disclosing Party of any loss, misuse, or misappropriation of the Confidential Information. Upon termination or expiration of this Agreement, the Confidential Information (and all copies, summaries, and notes of or relating to the Confidential Information) shall be returned to the Disclosing Party by the Receiving Party in accordance with the Disclosing Party's instructions.

7.4 **Required Disclosure.** In the event the Receiving Party is requested, pursuant to subpoena or other legal process, to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with immediate written notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the Receiving Party (or such other person) shall furnish only that portion of the Confidential Information that is legally required as determined by the Receiving Party in good faith. If the Receiving Party receives a request for disclosure of the Confidential Information through a subpoena or other legal process, the Receiving Party shall provide prompt and

comprehensive written notice to the Disclosing Party. This will allow the Disclosing Party the opportunity to seek a protective order or any other appropriate remedy to prevent the disclosure of the Confidential Information. If such protective order or other remedy is not obtained, the Receiving Party or any other person acting on their behalf shall disclose only the specific portion of the Confidential Information that is legally mandated, as determined by the Receiving Party in good faith. This disclosure shall be made in a timely manner and in compliance with all applicable laws and regulations. The Receiving Party shall also provide the Disclosing Party with a copy of any disclosure made in response to the request.

- 7.5 **DTSA Notice.** Pursuant to 18 USC §1833(b), an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

8. **Insurance.** For so long as this Agreement remains in effect, Consultant shall, at its sole cost and expense, obtain and maintain in full force and effect commercial general liability insurance (\$2,000,000 per occurrence), errors and omissions insurance (\$1,000,000 per occurrence), and auto insurance (N/A) with Client and the City of Toppenish. Consultant shall, upon request from Client, provide Client with evidence of the insurance required to be maintained hereunder.

9. **Representations and Warranties.**

Each Party represents and warrants to the other Party as follows:

- (a) this Agreement, when executed and delivered by such Party, shall constitute valid and legally binding obligations of such Party, enforceable against such Party in accordance with its terms except (i) as limited by the applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies;
- (b) the execution and delivery by such Party of this Agreement, and the performance by such Party of its obligations under this Agreement will be duly authorized by all necessary corporate action and does not and will not violate any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to such Party; and
- (c) The performance by each Party under this Agreement will not conflict with or result in the breach of, or constitute a default under, any contract, loan agreement, indenture, mortgage, deed of trust, lease, or other instrument, agreement, or arrangement (whether written or oral) binding on such Party.

10. **Indemnification.**

- 10.1 **Indemnification by Client.** Client shall defend, indemnify, and hold Consultant and its agents, employees, and owners harmless from and against all liabilities, penalties, costs, losses, damages and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "**Damages**"), in any action or claim brought by a third party arising out of or resulting from: (i) any breach of this Agreement by Client; ii) any violation of applicable law, rules or regulations by Client; or (iii) the gross negligence or willful misconduct of Client.
- 10.2 **Indemnification by Consultant.** Consultant shall defend, indemnify, and hold Client, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of Client. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and Client, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for

the purposes of this indemnification. The parties have mutually negotiated this waiver. When Client provides the Consultant with notice of a public records request, the Consultant agrees to save, hold harmless, indemnify, and defend Client, its officers, agents, employees, and elected officials from and against all claims, lawsuits, fees, penalties, and costs resulting from the Consultant's violation of the Public Records Act RCW 42.56, or Consultant's failure to produce public records as required under the Public Records Act. The provisions of this section 10.2 shall survive the expiration or termination of this agreement.

10.3 Procedure for Indemnification. A Party entitled to indemnification under this Agreement (an "**Indemnified Party**") shall:

(a) provide the Party that is required to provide indemnification (the "**Indemnifying Party**") with prompt written notice of the lawsuit or action (though any failure to give notice will only affect the Indemnifying Party's obligations to the extent such failure materially impaired the Indemnifying Party's ability to effectively defend or settle the lawsuit or action); (b) give the Indemnifying Party sole control of the defense of the lawsuit or action and any related settlement negotiations (though the Indemnified Party and individuals may participate in the defense and settlement at their own expense, and the Indemnifying Party may not enter into any settlement that adversely affects the indemnified Party and Individuals' respective interests to a material degree without their written consent); and (c) providing to the indemnifying Party (at the Indemnifying Party's expense) all assistance, information and authority reasonably required to effectively defend or settle the lawsuit or action. The provisions of this Section 10 shall survive the termination or expiration of this Agreement.

## 11. Consultant Employees

11.1 Employee Defined. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the of the Consultant.

11.2 No Relationship to Client. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of Client, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

11.3 PERS. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement are not currently a member or a retired member of a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. (Please indicate No or Yes below)

☐ No employees supplying work currently are members or are a retired member from a Washington state retirement system.

☒ Yes employees supplying work currently are members or are a retired member from a Washington state retirement system.

In the event the Consultant indicates "no", but an employee in fact is a current member or a retiree of a Washington State retirement system, and because of the misrepresentation the Client is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold Client harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work is a current member or has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide Client with all information required by Client to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

## **12. Term and Termination**

- 12.1 Term. This Agreement shall have an initial term commencing on the Effective Date and ending upon the one-year anniversary of such date (the “**Initial Term**”), unless earlier terminated pursuant to Section 12.2. Upon the expiration of the Initial Term, and unless earlier terminated pursuant to Section 12.2, this Agreement shall renew, automatically for up to five subsequent one-year terms, (each, a “**Renewal Term**”) unless either Party provides not less than thirty (30) days written notice of its intent not to renew. The Initial Term and any applicable Renewal Term(s) are referred to herein collectively as the “**Term**.”
- 12.2 Termination for Convenience. Client and Consultant each may, upon not less than thirty (30) days written notice to the other Party, terminate this Agreement.
- 12.3 Effects of Termination or Expiration; Survival. Upon the expiration or termination of this Agreement for any reason: (i) Client shall deliver payment for all Services performed as of such date; and (ii) each Party shall deliver to the other Party any other materials bearing or consisting of the other Party's Confidential Information. The payment obligations of the Parties shall survive termination or expiration of this Agreement. Any provisions stated to survive termination or expiration of this Agreement shall survive for the periods described herein.

## **13. General Terms**

- 13.1 Governing Law. This Agreement shall be governed by the laws of the United States and the internal law of the State of Washington, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Washington.
- 13.2 Entire Agreement. This Agreement (including any applicable SOWs) constitutes the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any prior written or oral agreements relating to the subject matter hereof existing between the Parties are expressly superseded.
- 13.3 Assignment. This Agreement shall be binding to the benefit of each of the Parties hereto and their respective successors and permitted assigns.
- 13.4 Modification; Waiver. No waiver, modification or amendment to this Agreement will be effective unless in writing and signed by both Parties. No failure on the part of either party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right. The remedies herein are cumulative and in addition to any other remedies provided by applicable law.
- 13.5 Publicity. Consultant may include Client in Consultant's customer lists, and Client will participate in Consultant's reference program (e.g., by cooperating to prepare a standard profile of Client, including Company's logo and an executive quote, that Consultant will be permitted to use for marketing purposes).
- 13.6 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) seven (7) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. Notices to the Parties shall be addressed as follows:

If to Consultant:  
Culton Consulting LLC  
Attention: John Culton  
24641 E. Mica Peak Road  
Liberty Lake, WA 99019  
Email: john@cultonconsulting.com

If to Client:  
City of Toppenish  
Attention: Dan Ford  
21 West 1<sup>st</sup> Avenue  
Toppenish, WA. 98948  
Email: dan.ford@cityoftoppenish.us

- 13.7 Severability. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- 13.8 Order of Precedence. In the event of any conflict between this Agreement and the terms of any SOW, the provisions of this Agreement shall control except as otherwise provided herein.
- 13.9 Force Majeure. Except for payment obligations, an obligation of a party hereunder shall be temporarily suspended during the period in which such party is unable to perform such obligation by reason of any event or condition that is beyond the reasonable control of such party, and could not, by the exercise of due diligence, have been avoided in whole or part by such person (a "**Force Majeure Event**"), but only to the extent of such inability to perform. Immediately following the occurrence of a Force Majeure Event, a party asserting a suspension of its obligations in connection therewith shall notify the other party of the events giving rise to the assertion, the estimated period of suspension and the degree of disruption of operations. Such notice shall be by the most rapid and effective means available under the circumstances. No Force Majeure Event shall relieve either party from those of its obligations that are not affected by such Force Majeure Event and the obligations of the Parties to perform as provided by this Agreement through any facilities not affected by the Force Majeure Event shall continue. The Parties shall use reasonable efforts to resume normal performance under this Agreement as soon as possible. Prior to such resumption, the Parties shall perform their respective obligations to the extent practicable. In any such case, the Parties shall use reasonable efforts to mitigate any damage resulting therefrom.
- 13.10 Relationship of Parties. Nothing in this Agreement shall constitute or be deemed to constitute either party as the legal representative or agent of the other, nor shall either party have the right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the other party. Consultant shall function as an independent contractor under this Agreement and shall maintain complete control over its employees and all its suppliers and contractors, including, without limitation, and nothing contained in this Agreement shall create any contractual relationship between Company and any such employee, supplier, or contractor. Consultant shall perform its obligations hereunder in accordance with its own methods and procedures, subject only to compliance with this Agreement.
- 13.11 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- 13.12 Attorneys' Fees. If any legal proceeding (or arbitration) relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

*[Signature Page Follows]*

[SIGNATURE PAGE TO CONSULTING SERVICES AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**CLIENT:**

City of Toppenish

By: \_\_\_\_\_

Name: Dan Ford, PE      Title: City Manager

21 West 1st Avenue, Toppenish, WA, 98948

**CONSULTANT:**

CULTON CONSULTING LLC

By: \_\_\_\_\_

Name: John Culton      Title: Sole Member

Address: 24641 E. Mica Peak Road, Liberty Lake, WA 99019

## **EXHIBIT A STATEMENT OF WORK**

This Statement of Work (“**SOW**”) forms part of the Consulting Services Agreement entered by and between Consultant and Client dated as of XXXX (the “**Agreement**”) and is subject to the terms and conditions of the Agreement. Any capitalized terms not defined in this Statement of Work have the meanings indicated elsewhere in the Agreement. In the event of any conflict between this SOW and the Agreement, the Agreement shall prevail. Unless otherwise set forth herein, this SOW is effective as of the Effective Date. Consultant and Client agree as follows:

### **1. General**

Client is engaging Consultant to professional consulting services and/or government relations services as further described in this SOW (the “**Services**”).

### **2. Services and Deliverables**

#### **Services Description:**

Culton Consulting will engage with federal agencies, members of Congress, state agencies, and local stakeholders to enhance the City of Toppenish’ efforts in securing federal funding and achieve policy objectives. Our services include:

1. **Direct Engagement with Federal Policymakers:** We will arrange and participate in meetings with key federal and state policymakers to advocate for funding opportunities crucial to the City's projects. This includes engaging with members of Congress and relevant Executive Agencies to ensure the City's priorities are effectively communicated and supported.
2. **Strategic Third-Party Engagement:** Culton Consulting will assist in identifying and fostering relationships with third parties who can provide additional support for federal and state funding initiatives. By coordinating with local stakeholders, we aim to build a broad coalition advocating for the City's funding needs.
3. **Comprehensive Materials Development:** We will work with the city to develop and refine essential materials such as background information, intelligence reports on funding opportunities, and detailed scheduling for advocacy meetings. Additionally, we will collaborate on the development of letters of support and other documentation necessary to strengthen funding requests and demonstrate community support.
4. **Policy Guidance and Advocacy Support:** Our team will provide strategic guidance on navigating federal policymaking processes, ensuring the City is well-positioned to influence policy decisions in its favor. We will advocate for policy objectives that align with the City's interests and support initiatives aimed at securing federal resources.
5. **Regular Planning and Strategy Sessions:** Culton Consulting will actively participate in planning sessions to continuously refine advocacy strategies and adapt to evolving federal priorities. By maintaining initiative-taking planning, we aim to optimize our advocacy efforts and maximize opportunities for federal funding success.

Through these services and deliverables, Culton Consulting is committed to supporting the City of Toppenish in its efforts to secure vital federal resources, strengthen community infrastructure, and advance local economic development and policy initiatives.

#### **Deliverables:**

1. **Materials Development:**
  - Collaborate on the development of comprehensive materials such as background information, intelligence reports, and scheduling logistics. Including letters of support and other necessary documentation to reinforce funding requests.



**2. Policy Guidance and Advocacy:**

- Provide guidance on policy matters to enhance engagement with federal policymakers.
- Advocate for agreed-upon policy objectives and strategies to support funding initiatives.

**3. Engagement with Federal Agencies and Congress:**

- Arrange and participate in meetings with federal policymakers, including members and staff of Congress and relevant state and Federal Executive Agencies, to advocate for federal and state funding opportunities.
- Provide guidance on engagement strategies with federal policymakers to advance the City's interests.
- Offer ongoing information and analysis on activities related to the federal funding strategy.
- Participate in regular planning sessions to refine advocacy strategies.
- Provide local government relations services when needed.

**3. Timeline and Period of Performance**

The period of performance for this SOW will start on the date of signature, and the work tasks are estimated to continue through XXXX, 2025. The specific timeline for the completion of any tasks and the period of performance may be modified by mutual agreement of Consultant and Client.

**4. Compensation and Payment**

Client shall pay for the Services in accordance with the terms of the Agreement. The client shall reimburse the Consultant for any pre-approved expenses incurred in connection with the Services.

**5. Client Contact**

Consultant's point of contact with Client is the following individual (the "Client Representative"):

Name: Dan Ford  
Title: City Manager  
Email address: dan.ford@cityoftoppenish.us  
21 West 1<sup>st</sup> Avenue  
Toppenish, WA. 98948  
509-379-0847

Client may update its Client Representative from time to time by providing written notice to consultant. Consultant is entitled to rely upon the instructions and directions of the Client Representative on behalf of Client in connection with this SOW.

**6. Client Responsibilities**

Client agrees to cooperate with Consultant's requests for information or approval in connection with performance of the Services. Client further agrees to provide accurate information to consultant to allow Consultant to make any necessary filings or disclosures required by law or applicable regulations in connection with the Services.

IN WITNESS WHEREOF, the Parties have executed this SOW as of the date set forth above.

**CLIENT:**

City of Toppenish

By: \_\_\_\_\_

Name: Dan Ford, PE      Title: City Manager

21 West 1st Avenue, Toppenish, WA, 98948

**CONSULTANT:**

CULTON CONSULTING LLC

By: \_\_\_\_\_

Name: John Culton      Title: Sole Member

Address: 24641 E. Mica Peak Road, Liberty Lake, WA 99019