BEFORE THE BOARD OF SUPERVISORS OF THE
CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT

APPROVING AMENDMENT 2 TO A CONTRACT WITH GORDON, THOMAS, HONEYWELL GOVERNMENT RELATIONS) **RESOLUTION NO. 26-015**
)

WHEREAS, the Chehalis River Basin Flood Control Zone District (District) and Gordon, Thomas, Honeywell Government Relations (GTHGR) initially contracted in 2017 for advisory and consulting services related to environmental review of a proposed flow-through dam for flood control and airport levee improvements; and

WHEREAS, the environmental review has been continuously ongoing through successive rounds of funding, with the most recent contract entered into in September 2025; and

WHEREAS, the District has additional funding for continued review, and a need for continued advisory and consulting services, through the state biennium ending June 30, 2027; and

WHEREAS, the attached Amendment 2 extends the scope of work and adds $67,500 in additional funds for this purpose; and

NOW THEREFORE BE IT RESOLVED that Amendment 2 to the contract with GTHGR is approved. The District Administrator or Chair is authorized to sign the Amendment for the District.

The foregoing resolution was ADOPTED by the Board of Supervisors of the Chehalis River Basin Flood Control Zone District at an open public meeting this 20 day of October, 2026.

APPROVED AS TO FORM:

By DBaj, Deputy Prosecutor
By: Interim District Counsel

ATTEST:

Eric Eisenberg
for Tammy Martin, Clerk of the Board
in her absence

BOARD OF SUPERVISORS OF CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT

Scott Brummer, Chair

Lindsey R. Pollock DVM
Lindsey R. Pollock, DVM, Vice Chair

Sean Swope, Supervisor

AMENDMENT #2 to PERSONAL SERVICES AGREEMENT
between the CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT
and GORDON THOMAS HONEYWELL GOVERNMENTAL RELATIONS

THIS AMENDMENT #2 is made and entered into by and between the CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT ("District") and **GORDON THOMAS HONEYWELL GOVERNMENTAL RELATIONS** ("Consultant").

IT IS THE PURPOSE OF THIS AMENDMENT to extend the term of the attached personal services agreement, executed on September 24, 2025, and attached Amendment 1, executed on August 20, 2026, through the end of the state fiscal biennium, and to increase the maximum compensation by $67,500.

The attached agreement and amendment shall continue in full force and effect through June 30, 2027, and all references to the end of the term on August 31, 2026 or November 30, 2026 shall be amended to be June 30, 2027. The period of performance shall be so extended, and Consultant, through Jim Waldo and if applicable John Robinson, shall continue to perform the same services through that date.

The maximum compensation shall be increased to $167,500 (an increase of $67,500). Compensation shall continue in the same manner as set forth in the attached agreement and amendment, and all other terms and conditions likewise remain the same.

This Amendment 2 represents the entire Agreement, as amended, between the parties and supersedes any prior oral statements, discussions or understandings.

CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT

By: _____
~~Ryan Barrett~~ Scott J. Brummer

Title: District ~~Administrator~~ chair

Date: 10-20-26

GORDON THOMAS HONEYWELL GOVERNMENTAL AFFAIRS

By: _____
Jim Waldo

Title: Senior Advisor

Date: _____

AMENDMENT #1 to PERSONAL SERVICES AGREEMENT
between the CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT
and GORDON THOMAS HONEYWELL GOVERNMENTAL RELATIONS

THIS AMENDMENT #1 is made and entered into by and between the CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT ("District") and **GORDON THOMAS HONEYWELL GOVERNMENTAL RELATIONS** ("Consultant").

IT IS THE PURPOSE OF THIS AMENDMENT to extend the term of the attached personal services agreement, executed on September 24, 2025, by three months without changing the maximum compensation.

The attached agreement shall continue in full force and effect through November 30, 2026, and all references to the end of its term on August 31, 2026 shall be amended to be November 30, 2026. The period of performance shall be so extended, and Consultant, through Jim Waldo and if applicable John Robinson, shall continue to perform the same services through that date.

Compensation shall continue in the same manner as set forth in the attached agreement, and all other terms and conditions of the attached agreement likewise remain the same.

This Amendment represents the entire Agreement, as amended, between the parties and supersedes any prior oral statements, discussions or understandings.

CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT

By: RBarrett
Ryan Barrett

Title: District Administrator

Date: 8/18/26

GORDON THOMAS HONEYWELL GOVERNMENTAL AFFAIRS

By: Jim Waldo
Jim Waldo

Title: Senior Advisor

Date: 8/20/26

PERSONAL SERVICES AGREEMENT
Between the
CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT
and
GORDON THOMAS HONEYWELL GOVERNMENT RELATIONS

This Personal Services Agreement for independent consulting services **("Agreement")** is entered into this 24th day of September, 2025, by and between the Chehalis River Basin Flood Control Zone District, **("District"),** and Gordon Thomas Honeywell Government Relations **("Consultant")** with regard to the following:

A. District is a quasi-municipal corporation organized under the laws of the State of Washington is authorized to do and is conducting municipal business in the State of Washington. As part of its municipal work, District contracts with consultants and related services.

B. District desires to retain the services of Consultant based upon his experience, abilities and knowledge, and is therefore willing to engage his services on the terms and conditions set forth below.

C. Consultant desires to perform services for District and is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** Subject to earlier termination as provided Section 16 of this Agreement, Consultant shall perform Services for District beginning upon September 1, 2025 and continuing through August 31, 2026.

2. **Consultant's Duties and Authority.** Consultant shall perform the services **("Services")** specified in the "Description of Services" attached to this Agreement as **Exhibit A** and incorporated herein by reference. A brief summary of those services is to act as project manager for the District. Consultant shall determine the method, details and means of performing the Services. Consultant shall strive to preserve the integrity of District in all of its business relationships. Consultant shall abide by any and all District policies and procedures. Consultant shall have no authority to enter into any contracts or agreements on District's behalf, except as authorized by the District's Board or by the District's Administrator pursuant to authority delegated by the District's Board.

3. **Reasonable Time and Effort Required.** During the Term, Consultant shall devote such time, interest and effort to the performance of this Agreement as may be fairly and

reasonably necessary in the performance of Services hereunder. To the extent not in conflict with any of the provisions of this Agreement, Consultant shall be free to dispose of such portions of his time, energy and skills as he is not obligated to devote hereunder to District in such a manner as he deems advisable.

4. **Status of Consultant as Independent Consultant**. District has retained the Services of Consultant solely for the purposes and to the extent set forth in this Agreement. It is expressly understood between the parties that, during the Term, Consultant's relationship to District shall be that of an independent contractor/consultant. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between District and Consultant. District acknowledges that it does not and will not control or direct Consultant with regard to the manner or means in which Consultant performs his duties under this Agreement. District shall simply have the right to approve or disapprove the final products and/or services provided by Consultant. Consultant may hire employees to perform the services contemplated in this Agreement. Consultant shall not be responsible for reporting to any officer, employee or agent in carrying out the services to be performed by him under the terms of this Agreement. Notwithstanding the above, however, Consultant acknowledges that the services are to be performed in service of the District's goals, and so Consultant will be responsive to the District's Board and staff's preferences for how the work is to be completed.

5. **Use of Employees or SubConsultants.** Consultant may, at Consultant's own expense, use any employees or subconsultants as Consultant deems necessary to perform the Services. District may not control, direct or supervise Consultant's employees or subconsultants in the performance of those Services. Should Consultant engage any employees to perform services under this Agreement, Consultant shall obtain the District's prior written approval of the billing rates applicable to such employees. Notwithstanding the foregoing, District may request that Consultant not use a particular employee or subconsultant to perform any Services under this Agreement, and Consultant shall honor any such reasonable requests.

6. **No Entitlement to Office Space.** Consultant is an independent Consultant and acknowledges and agrees that District is under no obligation to provide office space to Consultant or Consultant's employees. District may opt to offer office space to Consultant as a courtesy and to aid Consultant's work. The Consultant is not required to accept or use such space of equipment.

7. **Method of Performing Work.** Consultant may perform the Services at any suitable time and location he chooses, provided the Services are performed in accordance with the requirements of this Agreement and all schedules for performance required by District. Consultant shall supply all tools, materials and equipment required to perform the Services under this Agreement and shall pay for all

expenses he incurs in performing the Services under this Agreement. District may opt to offer office equipment or supplies to Consultant as a courtesy and to aid Consultant's work. The Consultant is not required to accept or use such equipment or supplies.

8. **Consultant's Obligation to Pay Taxes.** All compensation called for under this Agreement will be paid without deductions or withholdings, and will be accompanied by an IRS Form 1099 at year end. As an independent contractor, Consultant agrees that he will be responsible for the reporting and payment of any state and/or federal income tax or other withholdings on the compensation provided for his services under this Agreement. Similarly, Consultant will be required to manage and pay, as necessary, all taxes and withholdings pertaining to any of Consultant's employees or sub-consultants (if applicable) as described in section 14.

9. **Non-Exclusive Relationship/Other Activities.** Consultant shall be permitted to engage in other activities for other businesses during the term of this Agreement, so long as such activity does not conflict with the activities of the District, but not limited to, any proposed or actual development projects of the District and so long as Consultant does not disclose, use, transfer, or sell District's Confidential Information or otherwise violate Sections 17, 18 and 19 of this Agreement.

10. **Compensation.** In consideration for all Services performed by Consultant under this Agreement, District shall pay Consultant, for Jim Waldo's work, a flat fee monthly based on the below Tiered Structure. District shall pay Consultant, for John Robinson's work if any, a rate of $185 per hour upon billing demonstrating hours worked in a month. Total compensation under this Agreement shall not exceed One Hundred Thousand Dollars, ($100,000) within a year from 9/1/2025 to 8/31/2026.

Tier Structure
Tier 1 – Baseline Support ($6,000)
Activities:
Attendance at Strategic meetings, Corps check-ins, Rangers meetings.
Limited number of State and Federal stakeholders/tribal calls (e.g., cap at 5/month).

Tier 2 – Enhanced Engagement ($7,500)
Activities:
All Tier 1 activities.
Numerous phone calls or State and Federal stakeholders/tribal interactions.
When Used:
Months in which high coordination is needed but no major public events.
Trigger:
An email mid-month to the District's Project Manager stating that the workload will exceed Tier 1 but will meet the Tier 2 structure, providing a brief explanation of the work, to which the Project Manager responds approving the Tier increase.

Tier 3 – Major Deliverables ($9,800)
Activities:
All Tier 2 activities.
Preparation for and execution of major State and Federal stakeholders or tribal interactions (e.g., formal presentations, public forums).
When Used:
Months where a significant milestone requires heavy prep (talking points, Q&A prep, multi-agency coordination).
Trigger:
An email mid-month to the District's Project Manager stating that the workload will exceed Tiers 1 and 2 but will meet the Tier 3 structure, providing a brief explanation of the work, to which the Project Manager responds approving the Tier increase.

Exceeding Tier 3
Should the required services exceed the Tier 3 threshold, the District and Consultant will work together in good faith to define the additional scope and agree on appropriate terms and compensation. In no event will such compensation be less than Tier 3 compensation.

Payment shall be for actual work performed as noted above. Reimbursement of approved expenses incurred on behalf of the District is permissible; Consultant shall discuss and receive written approval for such expenses prior to incurring them. Consultant shall submit to District a detailed statement of Services rendered on or about the first day of each month; District and Consultant shall establish a reasonable level of detail appropriate for such documentation, subject to periodic adjustment. District shall pay the amount due to Consultant for Services within forty-five (45) days of receipt of the detailed statement. Upon termination of this Agreement by either party, District shall pay Consultant for all services invoiced through the date of termination within forty-five (45) days of receipt of the detailed invoice statement.

11. **Withholding Payment.** In the event the Consultant has failed to perform any substantial obligation required under this Agreement the District shall notify the Consultant in writing. If that failure has not been cured within thirty days after notification, then the District may, upon written notice, withhold all monies due and payable to Consultant, without penalty, until such failure to perform is cured or otherwise adjudicated.

12. **Professional Responsibility.** In conformity with the terms of this Agreement, Consultant shall render all Services hereunder in accordance with his independent and professional judgement. Consultant shall perform the Services in accordance with the generally accepted practices and principles of his trade. This Agreement shall be subject to all federal, state, and local laws and regulations governing the practice of Consultant's trade. Except where otherwise expressly required by applicable laws and regulations, District shall not be responsible for monitoring Consultant's compliance with any laws or

regulations. If Consultant performs any Services knowing or having reason to know that they are contrary to laws or regulations, Consultant shall bear all claims, costs, losses and damages (including, but not limited to, reasonable attorneys' fees and costs) arising out of or relating to such Services.

13. **Consultant's Qualifications.** Consultant represents that he has the qualifications and skills necessary to perform the Services in a competent, professional manner, without the advice or direction of District. This means Consultant is able to fulfill the requirements of this Agreement. Failure to perform all of the Services required under this Agreement constitutes a material breach of the Agreement.

14. **Corporate/Business Responsibilities, Insurance, and Indemnity.**

14.1 **Corporate/Business Responsibilities, Worker's Compensation, Insurance.** Consultant shall be responsible for performing all duties incident to operating a business and/or corporation, including, but not limited to, obtaining all necessary licenses and paying all applicable taxes. Consultant may hire employees to carry out the terms of this Agreement and shall be responsible for the services performed by said employees. Consultant shall be responsible for setting the duties and compensation for any employees he hires in carrying out the terms of this Agreement. To the extent Consultant hires any employees, he shall be responsible for providing for workers' compensation insurance for said employees and further promises to withhold and pay all appropriate payroll taxes related to such work. Consultant expressly acknowledges and understands that District shall have no obligation to provide workers' compensation insurance, unemployment insurance or any employee benefits of any nature for Consultant or his employees. Nothing in this Agreement requires Consultant to hire employees. Consultant agrees to obtain, provide and maintain workers' compensation insurance for Consultant's employees and agents during the term of this Agreement, and agrees to hold harmless and indemnify District for any and all claims arising out of any injury, disability, or death of any of Consultant's employees or agents. The workers' compensation insurance will name Consultant as the insured. All such insurance shall contain express waivers and endorsements providing that each insurance underwriter waives all of its rights of recovery by subrogation, or otherwise, against District and any of its officers, directors, consultants, subconsultants, agents, employees, and representatives. Consultant shall provide a copy of his workers' compensation insurance policy to District within ninety days of the execution of this Agreement if applicable.

14.2 **Insurance.** Before commencing any Services, the Consultant shall furnish the District with evidence that the following insurance is in force and will cover all operations under this Agreement. The Consultant shall not allow any subconsultant to commence work until proof of subconsultant's insurance has been provided to District. Each policy shall provide primary coverage that is not contributory or

supplemental to any coverage the District may carry, and shall name "the Chehalis River Basin Flood Control Zone District and its officers, agents, employees, and volunteers" as an additional insured. A copy of a policy's specific endorsement form(s) showing all provisions required below and additional insured wording shall be submitted along with the Certificate of Insurance prior to commencement of any Services by the Consultant. If any such insurance is due to expire during the period of this Agreement, the Consultant shall not permit the coverage to lapse and shall furnish evidence to the District.

A. Commercial General Liability, with minimum limits of $1,000,000 per occurrence or $2,000,000 general aggregate;

B. Professional Liability Insurance in the amount of $1,000,000 annual aggregate including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this Agreement.

C. Automobile Liability covering owned, hired and non-owned vehicles with minimum limits of $100,000 combined single limit per accident.

D. Worker's Compensation or Industrial Accident Insurance as required by law and if applicable.

14.3 **Consultant's Indemnity.** To the fullest extent permitted by law, Consultant agrees to indemnify, defend and hold the District and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of Consultant, its employees, agents or volunteers or Consultant's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon Consultant's or its subcontractors' use of, presence upon or proximity to the property of the District. This indemnification obligation of Consultant shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the District. This indemnification obligation of Consultant shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and Consultant hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of Consultant are a material inducement to District to enter into this Agreement, are reflected in Consultant's compensation, and have been mutually negotiated by the parties.

The District reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Consultant's indemnity obligations under this Agreement. Consultant agrees all Consultant's indemnity obligations shall survive the completion, expiration or termination of this Agreement. In the event Consultant enters into subcontracts allowed under this Agreement, Consultant's subcontractors shall indemnify the District on a basis equal to or exceeding Consultant's indemnity obligations to the District.

14.4 **District's Indemnity.** District shall indemnify, defend, protect and hold harmless Consultant and any of his agents, representatives and employees from and against any and all claims, demands, damages, losses, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) for which Consultant has not otherwise been reimbursed, arising from or in connection with a breach by District of its representations, warranties and covenants set forth in this Agreement. The indemnification obligations of District under this Agreement shall survive the expiration or earlier termination of this Agreement.

15. **Assignment.** Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, which such party may withhold in its sole and absolute discretion.

16. **Termination.**

16.1 **Termination for Cause.** Either party may terminate this Agreement at any time by giving written notice of termination to the other party if the other party defaults in its performance of this Agreement or materially breaches any of its provisions. For purposes of this Section 16.1, material breach or default of this Agreement includes, but is not limited to, the following: (i) District's failure to pay Consultant any compensation due within sixty (60) days after Consultant delivers a written demand for payment to District; (ii) Consultant's failure to timely perform Services under this Agreement; (iii) the material breach of any representation contained in this Agreement; (iv) Consultant's commission of any material act of dishonesty; and (v) an instance where Consultant is guilty of gross negligence or misconduct.

16.2 **Termination on Occurrence of Stated Events.** This Agreement shall terminate automatically on the occurrence of any of the following events: (i) bankruptcy or insolvency of either party; (ii) death or incapacity of Consultant; or (iii) assignment of this Agreement in violation of Section 15.

16.3 **Termination without Cause upon Notice by Either Party.** Either party may terminate this Agreement without cause or reason by giving the other party fifteen (15) days' prior written notice of termination.

16.4 **Termination and Compensation.** In the event of termination, Consultant shall be entitled to compensation for all work performed prior to termination. When notice of termination precedes termination under section 16.3, Consultant shall perform only the minimum required work between receipt of the notice and termination.

17. **Ownership of Project Documents.** All work product resulting from performance of the Services, including but not limited to notes, plans, prints, models, drawings, designs and presentations prepared by Professional (collectively, the **"Project Documents")** are works made for hire and shall remain, together with all rights, title and interest in the copyrights to the Project Documents, the property of District. District shall have the unrestricted right to create, own and use derivative works from the Project Documents. Consultant shall execute all documents the District requires to perfect the District's title and interest in the Project Documents.

18. **Protection of Confidential Information.** In the course of performing Services under this Agreement, Consultant may receive written, printed, graphic and/or electronically or magnetically recorded information from the District or District's agents, employees or other consultants including, but not limited to, any other agreements to which District is a party, marketing plans, studies, analyses, compilations, customer requirements, customer lists, marketing information, and information concerning District's employees, products, services, prices, operations and subsidiaries (collectively, the **"Confidential Information").** Consultant shall keep the Confidential Information confidential, and Consultant will not, without the prior written consent of District, publish or otherwise disclose to others, or permit the use of by others, any Confidential Information, and then, only to the extent necessary to perform the Services under this Agreement. Consultant shall ensure that all of Consultant's employees, agents and subconsultants agree to the requirements of this Section 18 prior to receiving any Confidential Information upon the termination or expiration of this Agreement, Consultant shall immediately return all Confidential Information in his possession or control to District. Consultant further agrees that District will be irreparably injured by any unauthorized disclosure of the Confidential Information by Consultant and that, in addition to any other relief available to District, District will be entitled to equitable relief, including injunctive relief and specific performance, in the event of any such unauthorized disclosure of Confidential Information.

19. **Use of Confidential Information to Compete.** Consultant agrees during and after the term of this Agreement not to use District's Confidential Information to engage in any business activity or employment that is competitive with, or would otherwise conflict with, Consultant providing independent consultant services for District. Consultant acknowledges that any such activity would constitute unfair competition and agrees not to engage in such activity.

20. **Public Records Cooperation and Indemnity.** Consultant shall assist the District in timely and fully fulfilling all of District's obligations under the Washington Public Records Act

and/or any other similar authority, as the pertain to work under this Agreement, by timely and fully responding and providing documents and records in response to District's request for the same. In the event that Consultant fails to fully fulfill its obligations pursuant to this section and should a court impose a fine, penalty, sanction, and/or judgment against District for violation of said law, Consultant shall indemnify the District for the same, immediately pay District to satisfy the same together with all costs and attorney's fees incurred by District. The obligations created by this section shall survive the termination of this agreement.

21. General Provisions

21.1 Notices. Unless otherwise specifically permitted by this Agreement, all notices or other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by mail, postage prepaid. Notices shall be given at the following addresses, and shall be deemed received when personally delivered, or 5 days following mailing excluding weekends and holidays:

If to District:
Chehalis River Basin Flood Control Zone District

Attn: Ryan Barrett
351 NW North St.
Chehalis, WA 98532
360-740-2697

If to Consultant:
Gordon Thomas Honeywell
Government Relations
c/o Jim Waldo
1201 Pacific Avenue,
Suite 2100
Tacoma, WA 98402
Phone: 253-307-4376
jimcwaldo@icloud.com

21.2 Complete Agreement; Modifications. This Agreement and written agreements, if any, entered into concurrently herewith (i) constitute the parties' entire agreement, including all terms, conditions, definitions, warranties, representations, and covenants, with respect to the subject matter hereof, (ii) merge all prior discussions and negotiations between or among any or all of them as to the subject matter hereof, and (iii) supersede and replace all terms, conditions, definitions, warranties, representations, covenants, agreements, promises and understandings, whether oral or written, with respect to the subject matter hereof. This Agreement may not be amended, altered or modified except by a writing signed by both parties.

21.3 Successors and Assigns. Except as explicitly provided herein to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

21.4 Severability. If any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the

remaining provisions shall remain enforceable to the fullest extent permitted by law if enforcement would not frustrate the overall intent of the parties (as such intent is manifested by all provisions of the Agreement, including such invalid, void or otherwise unenforceable portion).

21.5 **Extension Not a Waiver.** No delay or omission in the exercise of any power, remedy or right herein provided or otherwise available to any party shall impair or affect the right of such party thereafter to exercise the same. Any extension of time or other indulgence granted to a party hereunder shall not otherwise alter or affect any power, remedy or right of any other party, or the obligations of the party to whom such extension or indulgence is granted except as specifically waived.

21.6 **Applicable Law and Choice of Venue.** This Agreement shall be construed in accordance with, and governed by the laws of the State of Washington excluding its choice of law rules. Venue for any action arising under this Agreement shall be exclusively in the Superior Court of Washington for Lewis County or in the U.S. District Court for the Western District of Washington, Tacoma Division.

21.7 **Dispute Resolution.** Consultant and District will negotiate to reach a mutually acceptable resolution of any disputes under this Agreement for at least 30 days prior to any action arising from performance under this Agreement. Thereafter Consultant and District may, but need not, engage in alternative dispute resolution if mutually agreed upon.

21.8 **Signature Authority.** Consultant's and District's representatives signing below warrant that they have full authority to sign and bind their respective entity.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

DISTRICT:

Ryan Barrett

Name: Ryan Barrett
District Administrator
As authorized by the District Borad of Supervisors

CONSULTANT:

Jim Waldo

Name: Jim Waldo
Gordon Thomas Honeywell Government Relations Consulting PSA

EXHIBIT A
DESCRIPTION OF SERVICES

Specific Tasks as Government Relations Consultant to the Chehalis River Basin Flood Control Zone District include but are not limited to:

Task 1-- Attend Board of Supervisors and Advisory Board Meetings

- Recommend agenda topics to Chair and Vice Chair for Board of Supervisors (Every two weeks) and Advisory Board meetings.
- Ensure materials sufficient for agenda topics.
- Participate in Board of Supervisors and Advisory Board meetings.
- Review meeting notes for accuracy.

Task 2-- Develop District Strategy

- Develop a District Strategy to realize the proposed Water Retention and Continuously Habitat/Aquatic Species project consistent with the objectives of the District, and applicable federal, state and local law.
- Work with Staff, the Board of Supervisors and Advisory Board to develop the District Strategy.

Task 3 -- Implement District Strategy Internally and through Outreach Program

- Make recommendations to District Administrator and Board of Supervisors to Monthly align or better align District Staff and Functions as necessary to effectively implement District Strategy.
- Communicate with the District Advisory Board regarding the District Strategy and implementation.
- Communicate with the Governor's Office, Legislature, Lewis County Board of County Commissioners, the Office of the Chehalis River Basin, Department of Ecology, United States Army Corps of Engineers, and the State Recreation and Conservation Office as necessary and appropriate to realize District Strategy.
- Communicate with Tribes, including but not limited to the Quinault Indian Nation and Confederated Tribes of the Chehalis.
- Communicate with environmental organizations and interests.
- Communicate with representatives of other Governments in the Chehalis River Basin.
- Communicate with consultants working on the Environmental Impact Statement for the proposed project.
- Respond as appropriate to inquiries from the media and citizens.
- Other project management duties as assigned.