

AGREEMENT FOR GOVERNMENT RELATIONS SERVICES

AGREEMENT, effective as of December 1, 2018 between Washington Association of Conservation Districts (WACD) 711 Capitol Way South, Suite 707, Olympia, WA 98501 and Martin Flynn Public Affairs, Inc. with offices in Olympia, Washington (MFPA).

1. The Services.

In consultation with the WACD President, Executive Committee, and Board of Directors, MFPA will assist in the development and implementation of a strategic framework in connection with the 2019 Legislative session and planning for the 2020 Legislative session. In addition, MFPA will contribute proactive and creative suggestions for state policy and funding opportunities to advance WACD's legislative priorities and provide general consultation on other WACD interests.

MFPA shall track the progress of legislation for WACD in accordance with WACD's directions and in a manner satisfactory to WACD. MFPA will initiate and maintain contact with the governor, key legislators and legislative staff in order to provide them with information on WACD's legislative agenda and to educate decision makers on the value and importance of conservation district work.

Contractor will attend public hearings and work sessions of legislative committees to advance the interests of WACD; draft legislation and amendments, as necessary; and collaborate with the WACD and the Washington State Conservation Commission on position statements, correspondence with legislators, and testimony to legislative committees.

MFPA will direct contact and communication with associations and other special interest groups, including but not limited to other associations that may have similar interests or interests that conflict with those of the WACD.

Contractor will provide reports to WACD on the progress of specific legislation and the work of identified committees on a weekly basis, and provide political context (i.e., who has problems with the legislation and why).

MFPA will subcontract with Ceiba Consulting (Brynn Brady) to be equally responsible for the execution of the services herein described. Throughout the contract "MFPA" includes the services of Ceiba Consulting.

Registration and Reporting Requirements.

MFPA will maintain lobbying records and prepare required registration statements as needed, and will make such records and statements available to WACD upon request. WACD will cooperate with MFPA in complying with the requirements imposed by state lobbying laws.

2. Fees; Expenses; Payment Terms.

- (A) As compensation for its performance of the Services, MFPA shall be paid as follows: \$3000.00 (Three Thousand Dollars) per month (the “Contract Fee”). The Contract Fee shall be payable by WACD within 30 days of receipt of MFPA’s monthly invoice.
- (B) Travel outside of the Olympia/Tacoma/Seattle area and overnight accommodations incurred by MFPA in the performance of the Services shall be invoiced to, and reimbursed by, WACD. Expenses beyond \$250 shall not be reimbursed without prior approval from WACD. Expenses shall not exceed \$3000 for the contract term.
- (C) Each invoice shall be in a form reasonably satisfactory to the WACD and include supporting documentation as reasonably requested by the WACD. Non-lobbying activities shall not exceed 40% (forty percent) of the monthly contract fee and shall be distinguished from lobbying activities on the invoice form.

3. Term and Termination.

- (A) This Agreement shall remain in effect from December 1, 2018 to December 31, 2019; provided, however, that this Agreement may be canceled by either party for any reason on written notice to the other party with 30 days notice.
- (B) If either party shall default in the performance of any of its obligations under this Agreement, then the other party may terminate this Agreement on fifteen (15) days’ prior written notice to the defaulting party, unless such party has corrected its default to the reasonable satisfaction of the non-defaulting party within such fifteen (15) day period.

4. Governing Law.

This Agreement and all issues relating to the validity, interpretation, and performance shall be governed by and interpreted under the laws of the State of Washington. Venue is Thurston County for disputes.

5. Entire Agreement.

This document shall not constitute an agreement, shall be of no effect and shall not be binding upon either party until signed by an authorized representative of each of the parties where indicated below. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior discussions or arrangements between the parties with respect to the subject matter hereof. This Agreement may not be amended, modified, or superseded except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first written.

MARTIN FLYNN PUBLIC AFFAIRS, INC

Name Printed: Martin Flynn

Title: President/CEO

Date: December 1, 2018

WASHINGTON ASSOCIATION OF CONSERVATION DISTRICTS

By: _____

(Signature)

Name Printed: Patricia Hickey

Title: Executive Director

Date: December 1, 2018