

PERSONAL SERVICES AGREEMENT

BETWEEN LEWIS COUNTY AND DELTAWRX LLC

PARTIES TO THE CONTRACT

This Contract is made and entered into by and between Lewis County hereinafter referred to collectively as the "COUNTY" and DELTAWRX LLC, a California limited liability company, hereinafter referred to as the "CONSULTANT." The COUNTY and the CONSULTANT together, are hereinafter referred to as the "PARTIES" and their addresses are as follows:

Lewis County
351 NW North St
Chehalis, WA 98532

DELTAWRX LLC
21700 Oxnard Street, Suite 830
Woodland Hills, CA 91367

PURPOSE

County hereby enters into a contract agreement with CONSULTANT to provide 911 strategic planning and governance review services to Lewis County.

PERIOD OF PERFORMANCE

Subject to other Contract provisions, the period of performance under this Contract will commence on January 3, 2022 and continue through December 31, 2022, unless terminated sooner or extended as provided herein.

STATEMENT OF WORK

The CONSULTANT agrees to provide to the COUNTY services and any material at the costs that are set forth in the project Statement of Work attached hereto and identified as Appendix A. The Statement of Work is incorporated herein by reference and made a part hereof as though set forth in full at this point.

STATUS OF THE PARTIES

CONSULTANT provides such services as an independent contractor using CONSULTANT'S own officers, agents, employees, or contractors. This Contract shall not be construed to make COUNTY an employer or joint employer of CONSULTANT or any of CONSULTANT's officers, agents, employees, or contractors.

FUNDING/COMPENSATION

Total CONSULTANT compensation will not exceed \$115,000 Dollars unless this Contract is subsequently amended by both parties in writing. This amount is inclusive of all costs including, but not limited to administrative, travel, report production and related expenses.

BILLING PROCEDURES AND PAYMENT

CONSULTANT shall be paid upon project completion. Progress payments may be made at County's discretion upon approval of CONSULTANT's invoices for services that are delivered and accepted, provided that said invoices reflect the completion of project milestones by the CONSULTANT (milestones are points at which significant components of the project have been completed and at which project deliverables of material value have been received by the County). The following milestones have been identified for this project, which upon completion, may be invoiced at the amounts set forth in Appendix A:

STRATEGIC PLANNING

1. Assemble a Strategic Planning Team
2. Facilitate Visioning Workshop
3. Facilitate Planning Workshop
4. Develop Performance Measures and a Timeline
5. Formalize the Strategic Plan

GOVERNANCE PLANNING

6. Assemble a Governance Planning Team
7. Review Elements of Governance
8. Present Governance Structure Options
9. Develop a Budget
10. Reach Consensus on Funding Model
11. Facilitate Governance Component Workshop
11. Write Operational Content for New Governance Agreement

All invoices must describe and document in detail, to the COUNTY'S satisfaction, all of the work performed. The CONSULTANT must provide a detailed breakdown of expenses, identifying what was expended and when. Any fees for additional services will be discussed and approved by the COUNTY in advance of services being performed.

The COUNTY may, in its sole discretion, terminate the Contract or withhold payments claimed by the CONSULTANT for services rendered if the CONSULTANT fails to satisfactorily comply with any term or condition of this Contract.

WITHHOLDING PAYMENT

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

CONTRACT MANAGEMENT

The Contract Manager for each of the PARTIES shall be the contact person for all communications and billings regarding the performance of this Contract.

The COUNTY representative shall be Erik Martin, 351 NW North St, Chehalis WA 98532; 360-740-2697, erik.martin@lewiscountywa.gov.

The CONSULTANT representative shall be Brian Hudson, 21700 Oxnard Street, Suite 830, Woodland Hills, CA 91367; 818-227-9300, bhudson@deltawrx.com.

INDUSTRIAL INSURANCE

With respect to the performance of this Contract, CONSULTANT shall comply with Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that COUNTY shall have no obligations under that Title to any of CONSULTANT's officers, agents, employees, or contractors.

INDEMNITY AND DEFENSE

To the fullest extent permitted by law, the CONSULTANT agrees to indemnify, defend and hold the County 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, which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the CONSULTANT, its employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement. This indemnification obligation of the CONSULTANT shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. The foregoing indemnification obligations of the CONSULTANT are a material inducement to County to enter into this Agreement, are reflected in the CONSULTANT's compensation, and have been mutually negotiated by the parties.

INSURANCE

Without limiting CONSULTANT's indemnification of County, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to County:

General Liability Insurance. CONSULTANT shall maintain general liability insurance with limits not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate. The Commercial General Liability Coverage shall include the following endorsements:

The County, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"; and

Primary / Non-contributory endorsement in favor of the County, its Board, officers, agents and employees, or in the alternative, a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement".

CONSULTANT shall provide certificates of insurance to County as evidence of the insurance coverage required herein. Insurance certificates and endorsement must be approved by County's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with County at all times during the term of this contract. County reserves the right to require complete, certified copies of all required insurance policies, at any time.

CHOICE OF LAW AND VENUE

This Agreement is made in Lewis County, Washington. It shall be construed in accordance with the laws of the State of Washington (excluding Washington's choice of law rules). Any action to enforce any rights or obligations created by this Agreement or to construe this Agreement shall be brought in the Superior Court of Washington for Thurston County in Olympia.

SURVIVAL OF AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and to their assigns. The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

SEVERABILITY

If any provision of this Agreement is found to be contrary to law or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.

WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by the parties hereto or by their authorized representatives.

INTERPRETATION

This Contract was negotiated and drafted jointly by the parties, and it shall not be construed against either party in case of any dispute.

ENTIRE AGREEMENT

This Agreement:

- (a) Contains the entire understanding of the parties with respect to the subject matter covered,
- (b) Supersedes all prior and contemporaneous understandings, and
- (c) May only be amended in a written instrument signed by the parties.

This CONTRACT is executed by the persons signing below who warrant that they have the authority to execute the Contract.

LEWIS COUNTY

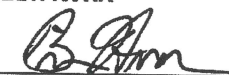


By: Erik Martin

Title: Lewis County Manager

11-2-21
DATE

DELTAWRX



By: Brian Hudson

Title: Authorized Agent

11-2-2021
DATE

ATTACHMENT A -- STATEMENT OF WORK

Lewis County - Proposal to Provide Strategic Planning and Governance Review Services

Proposed Services

Assist with Developing a Strategic Plan for the LCCC

Task 1 - Assemble a Strategic Planning Team – Before starting the strategic planning process, the County will need to assemble a strategic planning team. DELTAWRX can assist the County in identifying the appropriate strategic planning team, as well as the roles of each member (e.g., advisory or decision-maker).

Task 2 - Facilitate Visioning Workshop – DELTAWRX will facilitate a visioning workshop to: identify stakeholders, mandates, and values; define a mission; sketch out a vision; assess strengths, weaknesses, opportunities and challenges; and identify strategic issues. In our previous engagement, DELTAWRX identified a number of strategic issues that we will summarize for workshop participants to use as a basis for starting the discussion. If the County desires, we can also assist with developing and distributing a short survey to gather additional input from stakeholders. After the workshop, DELTAWRX will provide participants with an outline of conclusions and decisions made during the workshop. Workshop participants should expect to dedicate 1 ½ to 2 days for the workshop.

Task 3 - Facilitate Planning Workshop – DELTAWRX will facilitate a planning workshop, the goal of which is to start articulating goals and objectives and formulating strategies and tactical plans to address strategic issues. This task will likely touch on some of the high-level planning for investing in assets and addressing staffing shortages. This workshop will provide a structure that workshop participants can use in future discussions where they may want to revisit goals and ways to achieve those goals. Workshop participants should expect to dedicate 1 ½ to 2 days for the workshop.

Task 4 - Develop Performance Measures and a Timeline – With input from workshop participants, DELTAWRX will develop indicators and a preliminary timeline to measure progress on achieving agreed upon goals and objectives. We will share the indicators and timeline with the strategic planning team and incorporate any feedback into the final strategic plan.

Task 5 - Formalize the Strategic Plan – DELTAWRX will use the information from the previous tasks to write a formal strategic plan for the LCCC. Our philosophy is that a strategic plan is a “living” document that requires maintenance as strategic issues arise, available resources change or new information becomes available. The plan we provide will reflect the information gathered to-date and will include a process for periodically revisiting, reviewing and updating the plan. DELTAWRX will present a draft plan to the strategic planning team and incorporate any feedback into a final version.

Assist with Revisiting the LCCC Governance Structure and Funding Model

The following listed tasks describe DELTAWRX's role in developing consensus on operational components of the governance structure and funding model. Legal representatives from the involved stakeholder agencies will need to be consulted on the legal aspects of governance. Subject to resource availability, these tasks can occur in parallel with the strategic planning tasks.

Task 6 - Assemble a Governance Planning Team – Before starting the governance planning process, the County will need to assemble a governance planning team. DELTAWRX will assist the County in identifying the appropriate strategic planning team, as well as the roles of each member (e.g., advisory or decision-maker).

Task 7 - Review Elements of Governance – DELTAWRX will facilitate a half-day workshop to review elements of governance and reach consensus on general principles for each element, including funding. At this workshop, we will also present potential cost allocation factors and discuss the pros and cons of each to reach consensus on viable cost allocation factors.

Task 8 - Present Governance Structure Options – DELTAWRX will present the governance planning team with governance structure options, including general pros and cons of each. We expect that this task will involve two or three meetings in which options are narrowed down to the point where it may make sense to consider the general financial impact of each option along with agency expectations, responsibilities and risk exposure. During the final meeting, the governance planning team will reach consensus on the desired governance structure.

Task 9 - Develop a Budget – DELTAWRX will develop a five-year budget for operating the LCCC, based on optimal staffing and taking into account the strategic plan. DELTAWRX will work with County resources to project technology and equipment needs and replacement cycles so that the budget includes building up funds to purchase and replace technology and equipment.

Task 10 - Reach Consensus on Funding Model – DELTAWRX will facilitate a workshop to reach consensus on a funding model. Prior to the workshop, we will develop a sensitivity analysis based on the viable cost allocation factors and principles as agreed upon in Task 7. Using the budget developed in Task 9, we will be able to show contributions based on different weightings of the factors. Typically, reaching consensus requires two or three meetings to provide participants with the opportunity to consider and discuss the options with other decision makers in their jurisdiction.

Task 11 - Facilitate Governance Component Workshop – DELTAWRX will facilitate a workshop to reach consensus on governance components, including roles and reporting structure, decision making processes, LCCC administration and technical support, asset ownership, services

expectations, performance measures and funding. Workshop participants should expect to dedicate 1 ½ to 2 days for the workshop, which can take place all at once or during a series of meetings.

Task 12 - Write Operational Content for New Governance Agreement – DELTAWRX will write a draft document containing the operational content for the new governance agreement. We will provide the draft to the County and the governance planning team for review and comment and then a final draft ready for inclusion in the formal governance agreement.

Project Schedule

Before starting this engagement, DELTAWRX will work with the County to develop an initial project schedule based on resource availability. DELTAWRX understands the challenges with scheduling resources for the meetings and extended time blocks necessary to accomplish the strategic planning and governance structure tasks, as well as the need for the planning teams to consult with other individuals in their jurisdictions to make decisions. To ensure the success of this project, we recommend setting targeted time frames for completing the tasks. Assuming a project start date of January 3, 2022 and sequential timing of the strategic planning and governance planning services, suggested target completion dates for each task are shown in Table 1.

Table 1. Preliminary Project Schedule

Task	Suggested Target Completion Date
Strategic Planning	
Assemble a Strategic Planning Team	01/07/22
Facilitate Visioning Workshop	02/01/22
Facilitate Planning Workshop	02/23/22
Develop Performance Measures and a Timeline	03/16/22
Formalize the Strategic Plan	04/13/22
Governance Planning	
Assemble a Governance Planning Team	04/20/22
Review Elements of Governance	05/04/22
Present Governance Structure Options	05/18/22
Develop a Budget	06/09/22
Reach Consensus on Funding Model	06/30/22
Facilitate Governance Component Workshop	07/21/22
Write Operational Content for New Governance Agreement	08/04/22

Proposed Professional Fees

DELTAWRX is proposing to perform the above services for a not-to-exceed price of \$115,000. This price is inclusive of all expenses and includes up to four trips to Lewis County if conditions permit.