

**ADDENDUM TO CONTRACT AGREEMENT
BETWEEN LEWIS COUNTY AND TANNER LLC**

This Addendum amends the contract agreement made and entered into by Lewis County (County) and Tanner LLC via resolution No. 22-131 on April 26, 2022. The consultant agreement contained a scrivener's error that incorrectly spelled out the total amount of funding provided for the contract as Thirty Five Thousand Eight Hundred and Fifty Dollars under the Funding and Compensation section of the agreement. This revised agreement corrects the total amount of funding to Fifteen Thousand Two Hundred and Fifty Dollars (\$15,250) plus travel costs. (see FUNDING/COMPENSATION section on page 2).

PARTIES TO THE CONTRACT

This Contract is made and entered into by and between Lewis County hereinafter referred to collectively as the "COUNTY" and Tanner LLC, hereinafter referred to as the "CONSULTANT." The COUNTY and the CONSULTANT together, are hereinafter referred to as the "PARTIES."

Lewis County
351 NW North St
Chehalis WA 98532

Tanner LLC
36 South State Street, Suite 600
Salt Lake City, UT 84111-1400

PURPOSE

Lewis County hereby enters into a contract agreement with Tanner LLC to facilitate and develop a Long-Range Strategic Plan Document.

PERIOD OF PERFORMANCE

Subject to other Contract provisions, the period of performance under this Contract will commence on May 1, 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 set forth in the project narrative identified as Exhibit "A" during the Contract period. 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

Funding for this Contract is ~~Thirty Five Thousand Eight Hundred and Fifty Dollars~~ Fifteen Thousand Two Hundred and Fifty Dollars (\$15,250) plus travel costs. Travel costs have been estimated to be \$2,750. Travel costs exceeding \$2,750 must be approved by the COUNTY prior to expenditure by the CONSULTANT. Total CONSULTANT compensation will not exceed \$15,250 (plus travel) unless this Contract is subsequently amended by both parties.

BILLING PROCEDURES AND PAYMENT

The CONSULTANT shall provide the COUNTY with monthly invoices due 30 days after receipt describing and documenting to the COUNTY'S satisfaction the work performed. The CONSULTANT will bill the COUNTY \$3,000 upon commencing the engagement as a retainer but will be used against project costs. The CONSULTANT must provide a 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 Dan Griffiths, 36 South State Street Ste 600, Salt Lake City, UT 84111-1400; 801-532-7444, Dgriffiths@tannerco.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

CONSULTANT agrees to indemnify, defend and hold COUNTY and COUNTY'S officials, employees, agents, volunteers, and insurers 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) to the extent caused by any act or omission, negligent or otherwise, of CONSULTANT or CONSULTANT's officers, agents, employees, or contractors.

CONSULTANT's indemnification obligation 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 were mutually negotiated by the parties as a material inducement to enter into this Contract.

COUNTY 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 herein. The indemnity obligations herein shall survive this Contract's completion, expiration or termination.

ORDER OF PRECEDENCE

This Contract is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Contract shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal laws and regulations,
- State law,
- Washington Administrative Code,
- This Contract, and
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

This Contract represents all the terms and conditions agreed upon by the PARTIES. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE AND CHOICE OF LAW

If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law. This Contract shall be construed under the laws of the State of Washington, except with respect to any choice of law rules. Venue for any action arising out of this Contract or its performance shall be in the Superior Court of Washington in and for Lewis County or in the U.S. District Court for the Western District of Washington, Tacoma Division.

APPROVAL

This Contract shall be subject to the written approval of the COUNTY authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both PARTIES.

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

LEWIS COUNTY

TANNER LLC

Erik Martin
County Manager

Mackey Smith
Head of Strategy Consulting

DATE

DATE

EXHIBIT "A"

STATEMENT OF WORK

Pursuant to this Contract, the CONSULTANT shall provide the following services related to the Long-Range Strategic Plan efforts:

PHASE I- COORDINATE PLANNING PROCESS AND PRELIMINARY RESEARCH

1. *Process Design Meeting* – The CONSULTANT will hold an initial meeting with key decision makers to refine the process and develop a timeline with dates and times for community dialogue sessions and deadlines for key deliverables. The CONSULTANT will discuss community engagement strategies and identify key groups to include.
2. *Background Review* – The CONSULTANT will review current county organizational information available, including department home pages, budget information, ordinances, and other related documents and information.

PHASE II-COMMUNITY ENGAGEMENT

1. *Community Dialogue Sessions* – The CONSULTANT will work with the Board of County Commissioners (BOCC) to plan and conduct a series of community dialogue sessions with citizens, staff, and key stakeholders. The CONSULTANT may also complement these sessions with focus groups or interviews with key stakeholders.
2. *Focus Groups* - Dialogue sessions would also be complemented by focus groups with select stakeholders to ensure that all groups and interests are included in the community engagement process. Typical focus groups include both the usual suspects for community outreach, such as the chamber of commerce, church organizations, and volunteer groups, and often overlooked demographics such as middle school and high school students and teachers, minority communities, frontline staff, and senior citizens.
3. *Interviews with Key Stakeholders* – The CONSULTANT will conduct a series of interviews with key stakeholders to supply additional perspective and insight. (i.e., elected leaders, local municipal leaders within the County, and other desired individuals.)
4. *Community Survey* - With approval on the finalized version, the CONSULTANT will issue a custom survey to the public of Lewis County. This survey will be accessible through online channels. This survey will be used as a community engagement tool to give all residents the opportunity to participate.

PHASE III- DEVELOPMENT OF VISION, VALUES, AND STRATEGIC PLAN

1. *Synthesis of Stakeholder Input* – The CONSULTANT will synthesize the input from the dialogue sessions and surveys to allow the BOCC and county management to more easily digest that input.
2. *Planning Sessions with Commission* – The CONSULTANT will facilitate a meeting with the BOCC and select leaders to synthesize community input into a new community vision and long-range

strategic plan. This vision will serve as a succinct expression of where the County wants to be in 20 years. The strategic plan will include key focus areas, long-term strategic directives, goals, and metrics by which the success of goals and initiatives will be measured.

3. *Core Values Building with County Staff* - In coordination with visioning and planning with the elected body and county leaders, the CONSULTANT will propose engaging staff to assist in the creation of organizational core values. Through facilitated meetings with select staff, the CONSULTANT will efficiently identify core values that already reflect the strengths of the County, and aspirational values that, while not yet current embodied, the County will strive towards in the future.
4. *Strategic Plan Deliverable* – The CONSULTANT will develop a concise, long-range strategic plan document that identifies vision and mission statements, key strategic focus areas, and highlights initiatives within each area including goals and key performance criteria.
5. *Revisions* - After development of the strategic plan document, the CONSULTANT will work with the project team to fine-tune any points and make necessary edits in preparation for presentation of a final deliverable to the BOCC and community at-large.

PHASE IV- COMMUNICATE AND IMPLEMENT PLAN

1. *Present Strategic Plan* – The CONSULTANT will present the final deliverable to the BOCC, walking through the key focus areas and strategic initiatives that should guide the County’s long-range decisions over the next 20 years. The BOCC will then make any final changes and ratify the strategic plan and approve broader communication of the plan. This deliverable will also include an executive summary of the plan that can easily be distributed and communicated to stakeholders and the public.
2. *Communicate Strategic Plan* – The CONSULTANT will coordinate with staff on recommended communication methods and channels to inform the public on the results of the strategic plan. The CONSULTANT will provide high-level summaries to be used to reach the citizens of Lewis County via multiple channels (e.g. website, social media, newsletter, paper publications, and community groups).
3. *Alignment with other Planning Documents* – The CONSULTANT will be available for future consultation to assist in alignment of the long-range strategic plan with the County’s 5-year plan, and other major planning documents.

The COUNTY shall:

1. Make all management decisions and perform all management functions.
2. Designate an individual with suitable skills, knowledge, or experience to oversee the services the CONSULTANT provides.
3. Evaluate the adequacy and results of those services and accept responsibility for them.