

Agreement between Southwest Washington Fair (SWWF) and the Beckwith Consulting Group

This agreement

made this _____ by and between the Beckwith Consulting Group, Planning, Design and Development Services, PO Box 704, LaConner, Washington 98257, phone 360-466-3536, fax 360-466-3601, e-mail: beckwith@beckwithconsult.com, and the County of Lewis, Washington (hereinafter "Client" or "County"). The work to be performed hereunder relates to the Southwest Washington Fair (SWWF), located at 1909 South Gold Street, Centralia, WA 98531.

Witness that

Beckwith Consulting Group and Client agree as follows:

1: Scope of Services

The Beckwith Consulting Group agrees to furnish consulting professional planning and design services to accomplish the scope of work described in the 15 November Southwest Washington Fairgrounds (SWWF) Market Demand, Financial Feasibility, and Comprehensive Master Plan Update proposal by Beckwith Consulting Group, hereby incorporated as Attachment One to this Agreement.

2: Meetings

The Beckwith Consulting Group agrees to attend the schedule of meetings required in the Gantt Chart of Attachment One. The Beckwith Consulting Group shall be available to attend meetings in addition to those described above at compensation rates set forth in this Agreement.

3: Products

The Beckwith Consulting Group agrees to prepare and reproduce the reports and products defined in the Gantt Chart of Attachment One.

4: Personnel

The Beckwith Consulting Group agrees to provide the management, professional, technical and support personnel and sub-consultant team members shown in the Gantt Chart of Attachment One.

5: Items furnished by the Client

The Client agrees to provide all available information, data, reports, records and maps to which the Client has access and which are needed by the Beckwith Consulting Group for the performance of the Scope of Services. It is agreed that the Beckwith Consulting Group may proceed to obtain such information and services at the compensation rates defined in this Agreement in the event the Client fails to provide the above information or services in a timely and proper manner. The Beckwith Consulting Group shall provide 5 days written notice prior to proceeding.

6: Responsibilities of the Client

The Client agrees to the designation of Tamara Hayes, Fairground Manager as Client Representative who will be authorized to serve as liaison to the Beckwith

Consulting Group and make all necessary decisions required of the Client in connection with the execution of this Agreement.

7: Time of Performance

The Beckwith Consulting Group agrees to commence and complete the work set forth in the Scope of Services within the time schedule required in the Gantt Chart of Attachment One. This assumes the submission of all required data and the performance of all required reviews and decisions by the Client as indicated in this Agreement and excepting delays caused by acts of God.

8: Compensation

The Client agrees to pay the Beckwith Consulting Group on a lump sum by task basis for an amount not to exceed \$100,000 for performing the work described in the Gantt Chart of Attachment One. The flat-rate amounts listed in Attachment One are inclusive of all costs, expenses, and charges. The fees and charges listed in the January 1, 2020 Time and Materials Schedule, attached hereto, shall apply only if (i) this Agreement is terminated pursuant to Section 13 below, and (ii) there exists at the time of termination unpaid work performed by the Beckwith Consulting Group.

9: Method of Payment

The Beckwith Consulting Group's compensation shall be paid monthly on account of the services performed during that month with payment due within 30 days of the detailed invoice date. Invoices shall show in detail all work and services performed.

10: Representations

The Client shall pay the Beckwith Consulting Group for the effort expended under this Agreement irrespective of the success or failure of any representation made by the Beckwith Consulting Group on behalf of the Client. Payment shall be rendered whether or not the effort results in the construction of projects, sale of properties or other consequences or conclusions.

11: Confidentiality of Information

Information obtained and reports prepared by the Beckwith Consulting Group under this Agreement shall be considered confidential and shall not be made available to any individual or organization by the Beckwith Consulting Group without the proper approval of the Client.

12: Changes

Either party may request changes in the Scope of Services, Meetings, Products, Schedules or other feature of this Agreement. Such changes that are mutually agreed upon shall be incorporated by written and signed amendment to this Agreement.

13: Termination of Contract

Either party may terminate this Agreement upon 7 days written notice served on the other by registered mail. In the event of termination, the Client shall compensate the Beckwith Consulting Group and subcontractors for all work performed to the date of termination.

14: Disputes

The Beckwith Consulting Group and Client agree the laws of the State of Washington shall govern this Agreement. The Client shall appoint its agent for services of process in the event a dispute should arise out of or in connection with this Agreement. The prevailing party of any dispute arising out of or in connection with this Agreement shall be entitled to recover its costs and expenses, including reasonable attorney's fees incurred in connection with the dispute. Any suit to enforce provision of this agreement shall be brought in a Washington State court of jurisdiction.

15: Assignability

This Agreement shall not be assigned or transferred by either party without the prior written consent of the other. This shall not prohibit the Beckwith Consulting Group from contracting for accomplishment of portions of the Scope of Services with qualified sub-consultants.

16: Indemnification of County

To the fullest extent permitted by law, the Beckwith Consulting Group agrees to indemnify, defend and hold the County of Lewis 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 Beckwith Consulting Group, its employees, agents or volunteers or the Beckwith Consulting Group'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 the Beckwith Consulting Group's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Beckwith Consulting Group 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 are a material inducement to County to enter into this Agreement, are reflected in the Beckwith Consulting Group's compensation, and have been mutually negotiated by the parties.

17: Ownership of Materials

All documents, studies, surveys, maps, drawings, models, photographs and reports prepared by or for the Client under this Agreement shall become the property of the Client. The Beckwith Consulting Group may, at no additional expense to the Client, make and retain copies for the Beckwith Consulting Group's use.

Witness

The parties hereto have executed this Agreement as of the date written above.

Signature
Steve Wohld, Chief of Internal Services

Date

the Beckwith Consulting Group

91-1249302 Employer Identification Number

signature
Tom Beckwith FAICP, Principal

Date

Attachments

- 1: 15 November Southwest Washington Fairgrounds (SWWF) Market Demand, Financial Feasibility, and Comprehensive Master Plan Update proposal by Beckwith Consulting Group
- 2: the Beckwith Consulting Group's Time & Materials Schedule 1 January 2020.

Beckwith Consulting Group
1 January 2020 Time and Materials Schedule

Payment for professional services may be on the basis of the following hourly rates of staff engaged on the project plus direct expenses, outside consultants and rental of specialized equipment:

Hourly Rates:

Rates for **standard basic services** shall be at the rates shown which are based on a multiple of 2.5 times the employee's direct personnel expense.

Rates for **overtime**, where required and authorized by the Client, shall be at the standard rate for regular working hours and at the special rates for any extra hours authorized.

Rates for **special services** such as special consulting, consulting reports and/or court testimony shall be at a multiple of 3.0 times the employee's direct personnel expense on the project as defined here.

Direct Personnel Expense:

Direct Personnel Expense is defined as the gross hourly salaries of staff engaged on the project and the cost of their mandatory and customary fringe benefits.

Gross hourly salary is defined as the employee's base yearly salary divided by 2,080 hours per year. Mandatory and customary fringe benefits are defined as statutory employee benefit, insurance, sick leave, holidays, vacations and the like.

Direct Expenses:

Travel outside the Puget Sound Region (King, Pierce, and Snohomish Counties) at \$0.20 per mile plus any ferry or parking charges.

Blueprints, photographs, photocopying and other printing or reproduction services provided outside the Beckwith Consulting Group's offices at cost of the service plus 10% for management, coordination and responsibility.

Board and lodging outside the Puget Sound Region (King, Pierce and Snohomish Counties) at the cost of expense.

Postage, long distance telephone, telegram and other communications sent at cost of the service plus 10% for coordination and utility taxes.

Outside Consultants:

Consultants engaged on behalf of the Client and/or coordinated by the Beckwith Consulting Group shall be paid for by the Client in the amount of the consultant's full fee plus 10 percent for the Beckwith Consulting Group's management, coordination and responsibility.

Specialized Equipment:

Leased time on outside computers will be charged to the Client on a multiple of 1.10 times the charges made by the computer firm to the Beckwith Consulting Group for each project.

Hourly Rates for Standard Service:

Principal	\$125.00-\$200.00
Professional	\$100.00-\$125.00
Technical	\$75.00-\$100.00
Support	\$50.00-\$75.00

Hourly rates may be changed each year to reflect cost-of-living wage increases. Adjustments for employee merit increases generally occur in January of each year, but may be made on an individual basis as performance warrants.

Method of Compensation:

Invoices will be submitted once a month for services performed during the prior month. Invoices not paid within 30 days of issuance shall bear interest at the rate of 1.5% per month compounded monthly.

Delinquency:

The Client shall pay the Beckwith Consulting Group for all expenses incurred for collecting any delinquent amount including but not limited to liens, reasonable attorney's fees, witness fees, personnel expenses, document duplication, organization and storage costs, taxable court costs, travel and subsistence in addition to the delinquent amount.