

**AGREEMENT FOR GOVERNMENT RELATIONS SERVICES
BETWEEN
LEWIS COUNTY AND COLUMBIA POLICY ADVISORS LLC**

This Agreement is entered into by and between the Lewis County Board of County Commissioners (hereinafter referred to as “Lewis County”) on behalf of Lewis County, a municipal corporation, and Columbia Policy Advisors LLC (hereinafter referred to as “CPA”), a Limited Liability Corporation licensed to do business in Washington, for the services described herein upon the following terms and conditions:

1) Description of Services

CPA will assist the Lewis County Board of County Commissioners to advance initiatives with the Washington State Legislature aimed at improving the effectiveness and efficiency of Lewis County government in providing services to its residents. This work is described in the Scope of Work found on Attachment “A” hereto, that is incorporated herein. CPA’s services will comply with applicable laws, regulations, rules, orders, licenses and permits, now or hereinafter in effect, and CPA shall furnish such documents as may be required to effect or evidence such compliance.

2) Term

This Agreement is effective January 1, 2026, through December 31, 2026. However, this Agreement shall automatically be renewed for successive one-year periods unless either party provides the other party with written notice of cancellation as provided herein.

3) Cancellation

Either party may cancel this Agreement for any reason by tendering a written notice of cancellation to the other party at least 30 days in advance of the effective date of the cancellation. In the event of such cancellation, CPA will be entitled to compensation up to the effective date of the cancellation.

4) Compensation

Lewis County shall pay CPA a flat fee of \$5,000/month for the services outlined in Attachment “A”.

5) Invoices & Payment

CPA shall furnish Lewis County with monthly invoices and Lewis County shall pay CPA’s monthly invoices within thirty (30) days after receipt and verification.

6) Ownership of Work Product

The product of all work performed under this Agreement, including reports, and other related materials shall be the property of Lewis County or its nominees, and Lewis County or its nominees shall have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

7) Independent Contractor

CPA is an independent contractor, and nothing contained herein shall be deemed to make CPA an employee of Lewis County, or to empower CPA to bind or obligate Lewis County in any way. CPA is solely responsible for paying all of CPA's own tax obligations, as well as those due for any employee/subcontractor permitted to work for CPA hereunder.

8) Assignment

CPA's rights and obligations hereunder shall not be assigned or transferred without Lewis County's prior written consent; subject thereto, this Agreement shall be binding upon and inure to the benefit of the parties' heirs, and successors.

9) Sub-Contracting

CPA may sub-contract with The Nichols Group Government Relations, LLC to complete the Scope of Work.

10) Indemnification

CPA will defend, indemnify and hold Lewis County, its officers, officials, employees, contractors and volunteers harmless from all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of CPA in performing the services, except for injuries and damages caused by the sole negligence of Lewis County.

11) Insurance

CPA will procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the CPA's performance of the services.

a) Minimum Scope of Insurance. The insurance includes:

- i) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii) Commercial General Liability insurance covering liability arising from premises, operations, independent CPAs and personal injury and advertising injury, with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Lewis County shall be named as an insured under the CPA's Commercial General Liability insurance policy with respect to the work performed for Lewis County.
- iii) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

b) Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i) CPA's insurance coverage shall be the primary insurance with respect to Lewis County. Any insurance, self-insurance, or insurance pool coverage maintained by Lewis County shall be excess of CPA's insurance and shall not contribute with it.
- ii) CPA's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after 30 days prior written notice by certified mail, return receipt requested, has been given to Lewis County.
- c) Acceptability of Insurers. Insurance will be with insurers having a current A.M. Best rating of not less than A:VII.
- d) Verification of Coverage. CPA will provide Lewis County with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of CPA before commencement of the services.

12) Waiver

If either party fails to require the other to perform any term of this Agreement, that failure does not prevent the party from later enforcing that term. If either party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.

13) Arbitration

Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event such dispute cannot be resolved by agreement of the parties, such dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); venue shall be placed in Lewis County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

14) Governing Law

Washington law applies to the Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

15) Entire Agreement

This Agreement constitutes the sole agreement of the parties with respect to the services. It supersedes any prior written or oral agreements or communications between the parties and may not be modified except in a writing signed by the parties.

16) Severability

If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction (excluding arbitrators), such term or provision shall not affect the validity or enforceability of any remaining terms or

provisions of this Agreement, and the court shall, so far as possible, construe the invalid portion to implement the original intent thereof.

17) Headings

Headings are for convenience and do not affect the interpretation of this Agreement.

18) Execution by Counterpart

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original, but all of which constitute one the same instrument. An electronic copy or facsimile transmission of a signed copy of this Agreement shall be deemed an original and has the same valid and binding effect.

19) Notices

All notices and other communications required or permitted under this Agreement must be in writing and must be sent to the party at that party's address set forth below.

Columbia Policy Advisors:

Lewis County:

Josh Weiss
Partner

Ryan Barrett
County Manager

Date: _____

Date: _____

900 Jefferson Ave SE #1144
Olympia, WA 98507

351 NW North Street
Chehalis, WA 98532

**ATTACHMENT “A” TO
AGREEMENT FOR GOVERNMENT RELATIONS SERVICES**

SCOPE OF WORK

CPA will assist Lewis County in developing and implementing a legislative advocacy program. This will include helping to identify budget and policy priorities and developing and implementing strategies to advance these priorities with the Washington State Governor and Legislature. CPA will:

1. Act as Lewis County’s principal state lobbyist and develop and maintain on-going relationships with appropriate state elected and appointed officials and staff.
2. Develop and maintain on-going relationships with the Washington State Association of Counties and their lobbyists, as well as other lobbyists and stakeholder groups whose interests and advocacy align with Lewis County’s objectives.
3. Attend meetings and conferences as mutually agreed upon by CPA and Lewis County.
4. Provide both written and oral reports to Lewis County and other project partners as mutually agreed upon.
5. Provide other government relations services to Lewis County as mutually agreed upon.