

## **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 assess the feasibility of consolidating dispatch operations in Lewis County and Thurston County, Washington.

#### **PERIOD OF PERFORMANCE**

Subject to other Contract provisions, the period of performance under this Contract will commence on July 7, 2020 and continue through December 31, 2020, 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 \$96,922 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 progress payments 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 Figure 2 of Appendix A:

1. Hold Project Planning Meeting to Initiate the Project.
2. Conduct Project Kickoff Meeting with the Project Team and other Interested Stakeholders.
3. Gather Information for Analysis.
4. Benchmark Current Environment.
5. Assess Consolidation and Identify Service Delivery Improvement Alternatives.
6. Develop Staffing and Financial Models.
7. Conduct Dispatch Consolidation Workshop.
8. Develop Implementation Plan and Funding Options.

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](mailto: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](mailto: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**

**DELTAWRX**

\_\_\_\_\_  
By: Erik Martin  
Title: Lewis County Manager

\_\_\_\_\_  
By: Brian Hudson  
Title: Authorized Agent

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**APPENDIX A  
STATEMENT OF WORK**