

AGREEMENT FOR PROFESSIONAL SERVICES

PERSONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT ("Contract") is made and entered into by and between FRANKLIN COUNTY, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301 (hereinafter "COUNTY"), and **Conzor North America, Inc.** with its principal offices at 321 SW Morrison #820, Portland, OR 97204 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of the following documents [**This Section should list any exhibits and/or attachments used**]: **Exhibit A- Scope of Work**

- a. **Terms and Conditions** listed in this document and Exhibit A
- b. **Scope of Work for the Franklin County Strategic Financial Plan**, also listed in Exhibit A, includes economic and financial research, meetings with the Strategic Growth Committee, preparation of a Strategic Financial Plan, and presentation to County leadership.
- c. **Compensation** listed in Exhibit A

2. DURATION OF CONTRACT

The term of this Contract shall begin July 1, 2023, and shall expire on December 31, 2023. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Scope of Work for the Franklin County Strategic Financial Plan as shown in Exhibit A-Scope of Work.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONTRACTOR: Clark Worth, Principal, Consor Strategic Planning & Communications, 321 SW Morrison #820, Portland OR 97204. Phone: 503-887-6602. Email: clark.worth@consoreng.com.

b. For COUNTY: Mike Gonzalez, Franklin County Administrator, 1016 N 4th Avenue, Pasco, Washington, 99301. Phone: 509.546.5819. Fax: . Email: .

5. **COMPENSATION**

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. A detailed description of the compensation to be paid by the COUNTY is set below and in Exhibit A.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$114,000 including sales tax.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR,

withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties' authorized representatives. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS, INDEMNIFICATION AND LIMITATION OF LIABILITY

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S negligent acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or

indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.
- d. CONTRACTOR's liability to the COUNTY and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this CONTRACT and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to CONTRACTOR from COUNTY for the particular Scope of Work giving rise to the claim. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, CONTRACTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS CONTRACT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

8. **INSURANCE**

- a. CONTRACTOR shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:
- b. Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence and \$4,000,00 in the aggregate;

- c. Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- d. Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
- e. Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- f. Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- g. Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- h. Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.
- i. All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to COUNTY upon request.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date

specified in the written notice of termination sent by COUNTY to the CONTRACTOR. However, CONTRACTOR will still be paid for satisfactorily completed work up until the date it receives notice of non-appropriation or until the termination date listed in such notice, whichever is later. After the effective date, no charges incurred under this Contract shall be allowed.

- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY's authorized representatives.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and signed by the waiving party's authorized representatives, and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.

- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKSPRODUCED

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR. Notwithstanding the foregoing, COUNTY shall own all final deliverables provided to COUNTY by CONTRACTOR as part of the services provided under this Contract, provided however, CONTRACTOR shall retain sole and exclusive ownership of all right, title, and interest in, and to, its intellectual property and derivatives thereof which no data or Confidential Information of the COUNTY was used to create and which was developed entirely using CONTRACTOR's own resources, including any and all pre-existing or independently developed know-how, methods, processes and other materials prepared by CONTRACTOR. To the extent CONTRACTOR's intellectual property is necessary for the COUNTY to use the deliverables provided under this Contract, CONTRACTOR grants to COUNTY a non-exclusive, royalty-free license to CONTRACTOR's intellectual property solely for COUNTY's use of such deliverables.
- b. An electronic copy of all word processing documents shall be immediately submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officials, officers, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, its officials, officers, employees and agents where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek alternative relief as outlined below.

Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent

irreparable harm, the Parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Agreement, including but not limited to payment disputes, through the alternative dispute resolutions as listed below.

A. NEGOTIATION

The Parties shall first attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at negotiation between the Parties or their designees.

8. MEDIATION

If the Parties are unable to resolve the dispute via negotiation, the Parties shall next attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation as outlined in RCW 7.07. The mediation shall be conducted by a mediator that is mutually agreed upon by the Parties. Each party will pay its own attorneys' fees and costs and the cost of the mediator shall be equally split by the Parties.

C. ARBITRATION

1. Any controversy or claim arising out of or relating to this Agreement that is not resolved through mediation shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party and shall be brought within three (3) years after the initial occurrence giving rise to the claim, dispute, or issue for which the arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature.

2. The arbitration shall be held in Franklin County before a single arbitrator selected by the Agreement of the parties. If the parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of Franklin County in accordance with the procedures set out in RCW 7.04A.110.

3. Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.

4. The parties agree that, with the exception of the circumstances set out in RCW 7.04A.230, the arbitrator's decision shall be binding, final and not appealable to any court of law.

5. Each party shall pay its own costs of arbitration including attorneys' fees. The arbitrator's fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.

19. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY's authorized representatives or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Franklin County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections [7] and [17]); inspection and keeping of records and books (Section [14]); litigation hold notice (Section [26]); Public Records Act (Section [27]) and confidentiality (Section [19]).

26. LITIGATION HOLDNOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this contract may be of evidentiary value, the COUNTY may issue written notice to

CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

28. ACKNOWLEDGMENT

CONTRACTOR acknowledges that the Franklin County Courthouse, Public Safety Building, facilities, and its offices and departments therein, contain records and information that is confidential or privileged by operation of law. As a result the CONTRACTOR acknowledges and agrees that in the course of performing this Contract its employees or agents shall at all times refrain from engaging in any activities that would expose them to, or others to, such confidential or privileged information.

The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED:

Franklin County Board of Commissioners

Chairman

Chair Pro-Tern

Member

Constituting the Board of
County Commissioners of Franklin County, Washington.

Attest: _____

Clerk of the Board

DATED: _____

CONTRACTOR:

CONSOR NORTH AMERICA, INC.

[Print Name] Clark Worth

Its _____
Principal

Form of Contract Pre-Approved by:

Deputy Prosecuting Attorney, Franklin County

Franklin County Strategic Financial Plan

Exhibit A

1. Scope of Work

The following section details the consultant team’s proposed tasks to conduct Franklin County’s Strategic Financial Plan.

Consultant Team Tasks

Task 1—Project Management

Strategic Growth Committee: the consultant team will coordinate its strategic planning and financial analysis tasks with the internal Committee that is already formed for this purpose.

The project team and Committee will meet at the outset of the project to review the consultant workscope and schedule and confirm the Committee’s expectations. The Committee and consultant team will meet again at the midpoint in the project to discuss completed assignments and review progress on other tasks. Finally, the draft Strategic Financial Plan will be the subject of a Committee workshop to review the plan chapter-by-chapter. The Committee meetings will be supplemented by regular check-ins with the client along with monthly written progress reports.

Strategic Growth Committee

Tim Anderson, Finance Director
Beau Beckley, Assistant IS Director
Whitney Conner, OPD Assistant
Liz Cupples, Information Services Director
Duane Davidson, Consultant
Craig Erdman, Public Works Director
Shirley Jones, Special Projects Manager
Mike Killian, Clerk of Court
Josie Koelzer, Treasurer
Curtis McGary, Coroner
Jennifer Medlez, Assistant to County Administrator
Ruby Ochoa, Assistant Clerk of Court
Trinity Orosco, District Court Presiding Judge
Jim Raymond, Sheriff
John Rosenau, Assessor
Shawn Sant, Prosecuting Attorney
Kelly Shadler, Assistant to Prosecuting Attorney
Ruslan Stetskiy, Treasurer’s Office
Margot Wilder, HR Director

Task 2—Stakeholder Interviews

In the first weeks of the project, interviews will be conducted with 15-20 elected leaders, department heads and other persons who are familiar with Franklin County’s services and finances and can offer insights. Interviews will be conducted in-person and by telephone and teleconference. A written summary of the interviews will be prepared and made available to the client and Committee.

Task 3—Economic Outlook

Franklin County’s financial prospects largely hinge on the local economy as well as larger U.S. and global economic trends. As a gauge for Franklin County’s recent past and projected future, the team will prepare a profile and market analysis for Franklin County, with data drawn from public and proprietary sources.

Task 4—Peer County Comparisons

The consultant team will collaborate with Franklin County and the Committee to select up to four peer counties for purposes of comparison: Benton, Chelan, Grant, and Yakima Counties are recommended, subject to client approval. The peer county comparisons will focus on financial best practices, a comparison of revenue sources/amounts, and a comparison of employee-related costs (compensation and benefits).

Task 5—Revenue Forecast

This task will answer some of the most pressing questions. What are the County's current revenue sources, and how are they performing? Looking at the General Fund and other funds, which sources are/aren't keeping up with Franklin County's growth and with inflation? What revenue enhancement strategies are possible, and which are recommended? Are there any untapped sources, or is Franklin County choosing not to set revenue levels at statutory maximums authorized under RCW? Under what conditions should Franklin County approach voters to seek additional tax support?

Task 6—Expense Forecast

On the other side of the financial ledger, what's happening with Franklin County's expenditures? Since most General Fund expenditures are employee-related, what is the profile of County workers? What are current staffing levels and trends? How do compensation and benefits for comparable positions align with other counties? Looking beyond employment, what is the pattern of facilities-related expenses (short-term and long-term)? Are the County's interjurisdictional programs financially sound? And what's the direction for the County's capital improvements? Finally, what new cost cost-saving strategies be successful?

Task 7—Review of Financial Plans, Policies and Procedures

Every county and city government relies on a framework of adopted financial plans and policies. The consultant team will appraise Franklin County's existing plans, policies and procedures, pointing out any gaps and identifying best practices and models under Washington State law and from peer jurisdictions. Specific areas to be reviewed include policies for:

- Budgeting
- Reserves
- Debt management
- Audits

Task 8—Strategic Priorities

The core of the Strategic Financial Plan will be developing a set of actionable financial strategies, countywide and by program area/department. On a preliminary basis, the following programs areas have been identified:

- Public Safety
- Courts
- Community Services

- Infrastructure and Environmental Services
- Administration

Task 9—Final Strategic Financial Plan

The culmination of the project will be the consultant team’s work to prepare a draft/final Strategic Financial Plan. This document will be in a form that can be readily shared with County policymakers and departments. A preliminary Table of Contents is included after this section. The draft Plan will become the subject for an in-depth review in a workshop with Committee members.

Task 10—Presentations

At project’s end, a series of well-coordinated presentations will be scheduled to inform and involve the County Board and top management.

Franklin County Strategic Financial Plan

Preliminary Table of Contents

Executive Summary

1. The County's Financial Situation: 2023 and Beyond
 - Franklin County's Budget Picture: Looking Back; Looking Ahead
 - Issues and Opportunities
2. Economic Outlook
3. Revenue Forecast
 - General Fund Sources
 - Other Revenue Sources
 - How Franklin County Compares with Peers
 - Revenue Enhancement Strategies
4. Expense Forecast
 - County Employee Profile; Current Staffing Levels and Trends
 - Employee-Related Costs: Comparisons with Peers (Compensation and Benefits)*
 - Facilities
 - Capital Projects
 - Interjurisdictional Programs
 - Cost-Saving Strategies
5. Review of Financial Plans, Policies and Procedures
 - Budgeting
 - Reserves
 - Debt Management / Debt Service
 - Audits
 - Other Plans, Policies and Procedures
6. Strategic Priorities
 - A. Public Safety
 - B. Courts
 - C. Community Services
 - D. Infrastructure and Environmental Services
 - E. Administration
7. The Way Forward
 - Franklin County's Sustainable Financial Future

*Peer Counties: Benton, Walla Walla, Whitman, and Yakima

Project Schedule/Milestones*

Franklin County’s Strategic Financial Plan will take six months to complete following official notice-to-proceed. The following outlines a preliminary schedule and milestone dates to be reviewed/refined in consultation with Franklin County.

Date	Milestone
July 2023	Consultant Notice-to-Proceed
July	Committee Kickoff
July	Stakeholder Interviews
July-August	Economic Outlook
July-September	Peer County Comparisons
August	Revenue Forecast
August	Expense Forecast
August	Review Plans, Policies and Procedures
September	Committee Meeting
September	Strategic Priorities
September-October	Committee Workshop
October	Strategic Financial Plan (Draft)
November	Presentations—Committee, County Board
December	Completion of all Tasks

* Assumes notice-to-proceed in June 2023

2. Qualifications

Conсор Strategic Planning & Communications

Founded in 1978 as Barney & Worth, Inc., Conсор Strategic Planning & Communications is an award-winning consulting firm built on the principle that *good decisions make great communities*. With this philosophy at the center of our work, Conсор provides strategic planning services that empower top managers and elected officials with the information and options they need to take action. The diverse issues and technical specialties covered in these studies have emphasized public finance, strategic planning, economic development, urban growth, land use, transportation, water resources, environment, management organization, and other fields. Our clients, located throughout Washington, Oregon and the Pacific Northwest, receive responsive service from professionals who are knowledgeable about local communities and offer an excellent network of contacts. The firm's offices are located in Portland, Bend, Seattle, El Paso and Salt Lake City.

HDR, Inc.

HDR has partnered with clients to shape communities and push the boundaries of what's possible since 1917. The firm specializes in engineering, architecture, environmental and construction services. With 12,000 employees in 200 locations around the world, HDR thinks globally and acts locally.

Within its engineering business HDR has an established Utility Management Services group that provides a range of utility management consulting services, which range from asset management, master planning, finance and economics, and other services. A key component of this group is its rates and finance group, which has been providing financial and rate consulting services to public agencies for more than 35 years. The team has extensive experience developing financial policies and conducting analyses for county and city governments and their policymakers across the U.S. and Canada.

Together

Conсор Strategic Planning & Communications and HDR have partnered successfully on many assignments for over 30 years. A successful collaboration on a similar assignment was the Strategic Plan for the City of Pullman, WA, completed under the direction of Adam Lincoln – current Pasco City Manager.

3. Key Personnel

The Consor team has decades of experience assisting clients and communities to define, map and achieve success. Our goal is to help you succeed – to make good decisions that will move Franklin County forward. Our proven track record of success in strategic planning and finance makes us a trusted advisor to clients and the go-to team for communities across the Pacific Northwest. The key personnel identified to assist Franklin County with the Strategic Financial Plan are all senior level professionals with similar deep project experience.

Consultant team members assigned to Franklin County’s Strategic Financial Plan, and their roles:

Clark Worth (Consor)	Project Manager; Primary Author of the Strategic Financial Plan
Libby Bakke (Consor)	Strategic Planning Lead
Kevin Lorentzen (HDR)	Financial Analysis Lead
Shawn Koorn (HDR)	Financial Policies & Analysis
Sara Anderson (HDR)	Financial Research & Analysis

Capsule biographies for participating team members follow. All key personnel are available to begin work immediately and complete the project on-schedule given their current workload.

Clark Worth, Principal

Role: Project Manager; Primary Author of the Strategic Financial Plan

Clark Worth has spent his entire career serving state and local governments: as an aide to two Oregon Governors, as a project manager for Portland’s redevelopment agency, and for 40+ years as a consultant to municipalities across the Pacific Northwest. He has extensive background leading strategic planning for public, private and non-profit clients.

A seasoned crisis manager, Clark was asked on 24-hour notice to take over a City of Portland bureau facing several concurrent crises.

Currently, he is the project manager for the City of Pasco’s Economic Development Strategy. In 2017, he served in a similar role for the *Somos Pasco* economic vision for the Port of Pasco. Clark was also the project manager for the City of Pullman’s Strategic Plan.

Libby Bakke, Principal

Role: Strategic Planning Lead

Libby Bakke, managing principal of Consor Strategic Planning & Communications (formerly Barney & Worth), has more than 20 years of experience in community planning and communications. She skillfully guides strategic planning processes that achieve results to fit the unique opportunities and character of each community. Adept at managing all project components (conducting research, orchestrating well-attended public events, leading inclusive community visioning processes, and translating complex technical information for lay audiences). In 2017, Libby (a proficient Spanish speaker) led bilingual public engagement for the *Somos Pasco* vision and currently participates in the consultant team for Pasco’s Economic Development Strategy. She has also spearheaded long-range planning and

community/economic development projects for many Pacific Northwest communities including Vancouver, Battle Ground, Salem, Bend, Cottage Grove, Independence and Monmouth.

Kevin Lorentzen, Senior Financial Analyst

Role: Financial Analysis Lead

Kevin Lorentzen has more than 18 years of experience in municipal finance for local government and as a consultant to small and large municipalities. As a project manager and senior financial analyst at HDR for 13 years, Kevin has extensive experience providing analysis to municipalities on topics including budget, finance, and utility rate studies.

Throughout his career, he has been counted on to deliver presentations in an organized and effective style to colleagues, key decision-makers, and elected officials. His broad knowledge and experience allow him to provide quality, comprehensive services to municipal clients.

Earlier, while at the City of Bellevue, Kevin served as a senior budget analyst and the Fiscal Long-Range Planning Administrator responsible for the overall fiscal health of the City. His responsibilities included forecasting sales tax, business & operating tax, property tax, and utility taxes totaling over \$200 million annually. Kevin also provided technical support for ratings agency presentations resulting in the reaffirmation of Bellevue's superior AAA bond rating.

Kevin was the financial analysis lead for the City of Pullman's Strategic Plan, collaborating with Shawn Koorn and Clark Worth.

Shawn Koorn, Associate Vice President – Finance

Role: Financial Policies & Analysis

Shawn Koorn is an Associate Vice President and Senior Professional Associate with HDR. He provides financial planning, cost-benefit analysis and economic review toward development of financial policies and plans, rate and cost of service studies for municipalities across the U.S. At HDR for 20 years, Shawn works with many Washington county and city agencies and has an understanding of the financial challenges they are facing. Shawn is able to communicate effectively with staff, policymakers, and the public to discuss the key issues facing the municipality. He is a co-instructor for the AWWA Financial Management Seminar which is a three-day seminar on setting cost-based utility rates.

Sara Anderson, Financial Analyst

Role: Financial Research & Analysis

Sara Anderson is a Financial Analyst with HDR and will serve in a support role. Sara has been with HDR for 2 years and recently transitioned from a project accountant to a financial analyst in the utility rates and finance group. Her areas of expertise include financial planning, capital planning and utility rates/cost of service.

4. Cost Estimate

Budget Summary

Professional Services	
Conzor	\$57,000
HDR	\$53,000
Total Professional Services	\$110,000
Total Direct Expenses*	\$4,000
TOTAL PROJECT	\$114,00

**This budget item is an allowance for reimbursable direct expenses incurred by the consultant. Travel, printing and photocopying, telecommunications and postage and delivery, will be reimbursed at the actual cost. Mileage will be reimbursed at the approved federal rate. Subconsultant costs are billed to Franklin County without any markup. Assumes client will be responsible for printing and distribution of reports and products; and public notice, rooms and refreshments for Committee meetings.*

Assumptions

The consultant team's scope of services, schedule and budget are reliant on the following assumptions:

- The client will be primarily responsible for Committee support, scheduling, meeting logistics and documentation, and distribution of materials, etc.
- The consultant team will participate in-person at up to three Committee meetings.
- Franklin County and Committee members will complete timely review of draft documents submitted by the consultant.
- Franklin County will provide timely access to County budget documents and financial records.
- Consultant team research and analysis will rely on adopted budgets and generally available public information.

Hourly Rates for Professional Services

Conzor	Hourly Rates
Clark Worth	\$270
Libby Bakke	\$270
HDR	Hourly Rates
Shawn Koorn	\$320
Kevin Lorentzen	\$240
Sara Anderson	\$125