



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, February 5, 2024 – 9:00 a.m.

Board of Clallam County Commissioner meetings will also be available virtually at:

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

If you would like to participate in the meeting via Zoom video conference, visit <https://zoom.us/j/8755617844> and use meeting ID: 875 561 7844 and passcode: 12345

This meeting can be viewed on a live stream at this link: <https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online>

Public comment can be directed to the Clerk of the Board at 360-417-2256 or Loni.Gores@clallamcountywa.gov

Administration ? 9 a.m.

1. [Calendar/Correspondence](#)
2. [Resolution establishing a Revenue Advisory Committee](#)

[Resolution](#) 

3. Agreement with Washington Office of the Secretary of State Elections Division for VoteWA data sharing

[Agreement](#) 

4. [Contract with Axon Enterprises for software program Justice Premier](#)

[Contract](#) 

5. [Purchase order with Motorola Solutions for 5 APX 6500 Mobile Radios](#)

[Purchase order](#) 

Public Works

6. [Landowner Acknowledgment Form in support of a design only grant application for a County Road culvert replacement](#)

[Landowner Acknowledgement Form](#) 

Community Development

7. Pre-application questionnaire with Department of Ecology for Terry Husseman Account Funds

Pre-application questionnaire 

8. Agreement with Cascadia Consulting Group to update the County's Hazard Mitigation Plan and create a Climate Resiliency Plan (2b)*

Agreement 

9. Agreement Amendment 1 with Department of Ecology for restoration of Olympia oyster populations

Agreement amendment 1 

Board of Commissioners

10. Resolution appointing Pamela Hicks to the Clallam Bay / Sekiu Community Action Team

Resolution 

11. Legislative session update

Update 

Budget

12. Agreement with Port Angeles Waterfront Center for Hotel/Motel Tax Funds/\$300,000

Agreement 

13. Agreement with Clallam Economic Development Council

Agreement 

General Discussion/Items for Future Agendas

- A. Olympic National Forest Update (March 11 at 9 a.m.)
- B. Department of Transportation Highway 101 Project Discussion (March 18 at 9 a.m.)
- C. Department of Natural Resources Meeting (March 18 at 1 p.m.)
- D. Joint Meeting with Port of Port Angeles (April 22 at 11 a.m. ? hosted at Port)
- E. Department of Transportation Highway 101 Project Discussion (June 10 at 9 a.m.)
- F. Department of Natural Resources Meeting (June 17 at 1 p.m.)
- G. Department of Natural Resources Meeting (August 19 at 1 p.m.)
- H. Department of Transportation Highway 101 Project Discussion (September 9 at 9 a.m.)
- I. Joint Meeting with Port of Port Angeles (October 28 at 11 a.m. ? hosted at BOCC)

J. Department of Natural Resources Meeting (November 18 at 1 p.m.)

K. Department of Transportation Highway 101 Project Discussion (December 9 at 9 a.m.)

EXECUTIVE SESSION

The Board may recess into Executive Session to consider employment or dismissal of personnel, to review the performance of a public employee, to consult with legal counsel, to consider the position to be taken in collective bargaining, to consider acquisition or sale of real estate, or other matters per RCW 42.30.110

- Other items may be added at the discretion of the Board and additional Work Sessions may be scheduled if more time is needed to allow for adequate discussion.
- Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board.
- Copies of public documents from Board meetings are available by contacting the Public Records Department.



2
FEB 05 2024

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 2-5-24**

REGULAR AGENDA ☒ **Meeting Date: 2-13-24**

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | |
|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☒ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Department of Natural Resources (DNR) manages hundreds of thousands of acres of state forest lands that help fund services in many counties, including Clallam County such as roads, libraries, fire districts, ports, hospitals and emergency management. DNR manages those certain state forest lands in trust for the benefit of counties, including Clallam County and the taxing districts within Clallam County.

Clallam County along with benefiting taxing districts within the County are interested in forming an advisory group to share amongst themselves and with the County, information and input regarding timber management and the resulting revenue distribution.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None at this time.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Review and approval of a Resolution establishing a Revenue Advisory Committee.

County Official signature & print name: *Loni Gores* Loni Gores, Clerk

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Board of Commissioners, Port of Port Angeles – Paul Jarkiewicz, Goodstein Law Group PLLC – Carolyn Lake

Date submitted: 1-29-24

- * Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revenue Advisory Committee 2-13-24
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256



RESOLUTION _____, 2024

ESTABLISHING A REVENUE ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Department of Natural Resources (DNR) manages over 160,000 thousand acres of state forest lands which include 93,000 acres of State Transfer Lands that help fund services in Clallam County such as roads, libraries, fire districts, ports, hospitals and emergency management.
2. DNR manages those certain state forest lands in trust for the benefit of Clallam County and the taxing districts within Clallam County. These beneficiaries are given most of the revenue from timber sales and other revenue-producing activities.
3. As manager of state trust lands, DNR has legal fiduciary responsibilities to Clallam County and the taxing districts within its boundaries to:
 - Generate predictable, beneficiary revenue and other benefits for trust, in perpetuity,
 - Maintain timber supplies that support local industry,
 - Preserve the corpus of the trust,
 - Exercise reasonable care and skill
 - Act prudently to reduce the risk of loss for the trusts,
 - Maintain undivided loyalty to beneficiaries,
 - Act impartially with respect to current and future beneficiaries
 - Provide fish and wildlife conservation, and
 - Provide other multiple use benefits.
4. The total statewide revenue for timber sales and other revenue-producing activities for the 2021-23 biennium was \$537 million. The forecasted state revenue for the 2023-25 biennium is \$531 million.
5. In addition, the County receives additional funds for distribution from two federal sources related to federal government land ownership in Clallam County.
6. The Office of the Secretary, Department of the Interior (DOI), administers Payments in Lieu of Taxes (PILT) which are Federal payments to local governments that have certain Federal lands within their boundaries. The disbursed funds are calculated according to formulas established by law and distributed to local governments.
7. PILT payments help local governments carry out such vital services as firefighting and police protection, construction of public schools and roads, and search-and-rescue operations.
8. PILT payments may be used by local jurisdictions for any governmental purpose.
9. In fiscal year 2021, Clallam County received \$1,146,313 in PILT funds¹ and more than \$10.2 billion in payments have been made to local governments.
10. The United States Forest Service also provides dollars. Congress ratified the Secure Rural Schools and Community Self-Determination Act as a measure to support rural counties whose tax base was limited by the growing amount of Federal land.

¹ <https://www.doi.gov/sites/doi.gov/files/2021-national-summary-pilt-508.pdf>

² <https://www.fs.usda.gov/sites/default/files/final-2022-18-1-report.pdf>

11. A portion of Forest Service funds generated through multi-use activities, such as grazing, timber production, and special use permits, are distributed to eligible counties to help maintain local roads and schools.
12. Payments are divided into three distinct categories, or Titles: Title I for roads and schools, Title II for projects on Federal lands, and Title III for county projects.
13. For fiscal year 2022, Clallam County received a \$923,812.00 distribution from the Act².
14. The County understands and supports the economic and environmental importance of healthy, well-managed timber lands throughout its boundaries.
15. The County and taxing districts within the County are advocates for responsible and productive forest management and environmental plans and the proper enforcement of such.
16. Clallam County along with benefiting taxing districts within the County are interested in forming an advisory group to share, information and input regarding timber management and the resulting revenue distribution.
17. The County finds that such an advisory committee would be in the best interest of the County, the benefiting taxing districts within the County, and the community.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. The Board of County Commissioners does hereby establish the Clallam County Revenue Advisory Committee (hereinafter RAC or Committee) under the following provisions:

A. PURPOSE:

The RAC will confer with the County on issues related to state timber management, fiduciary responsibilities, trends, public engagement with State and Federal forest management agencies, issues impacting timber management and revenues which benefit the community, and such other related matters as the Board of County Commissioners directs.

B. STRUCTURE & MEMBERSHIP:

1. The RAC shall consist of one representative from the County and each of the taxing districts, and the DNR. Each participating entity shall select a representative and an alternate for continuity of committee discussion, participation and progress.
2. RAC Members will serve for terms of three (3) years. Replacements for unexpired terms will be self-selected by the respective County and each of the taxing district. Members of the Committee shall serve without compensation.
3. All representatives and alternates will be named on the Clallam County web site.

C. ORGANIZATION OF COMMITTEE:

The RAC shall appoint its own chair, vice-chair and secretary. It shall conduct regularly scheduled meetings not less than quarterly. The agenda will be developed and distributed at the direction of the

chair. The RAC shall develop rules of order and basic procedures, which procedures shall be approved by the Clallam County Board of County Commissioners.

Each RAC participating entity shall finance its own conduct of responsibilities. No ownership of property will be created or transferred as a result of this advisory committee formation and function.

D. TERM:

The RAC shall have an initial term of ten (10) years from the date of the passage of this Resolution unless extended or terminated earlier by the County Board of County Commissioners.

E. ACTIONS:

All input and recommendations of the RAC will be considered advisory. Actions upon such recommendations will be taken at the discretion of the Clallam County Board of County Commissioners.

F. OPEN GOVERNMENT REQUIREMENTS:

The RAC shall comply with all applicable Washington open government requirements, including:

- Committee meetings shall be open to the public and shall offer opportunities for public comment as is appropriate and determined by the RAC.
- The Committee shall identify a time and place for regular meetings and advertise any special meetings,
- Written summary minutes of all meetings shall be prepared,
- Agendas shall be publicly noticed,
- Agendas and minutes shall be made available to County staff for inclusion on the County website, and
- RAC records shall be made available upon request in accordance with Washington's Public Records Act, Ch. 42.56 RCW.
- During the term of this Committee and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of RAC shall be kept by the County and shall be available for inspection.

PASSED AND ADOPTED this 13th day of February 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, MMC, Clerk of the Board



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

3
FEB 05 2024

Department: Auditor

WORK SESSION ☒ Meeting Date: February 5, 2024

REGULAR AGENDA ☒ Meeting Date: February 13, 2024

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 100221.24.04 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This is an agreement with the Office of the Secretary of State (OSOS). As a result of legislation in 2021, RCW 39.34.240 requires the OSOS to enter into a Data Sharing Agreement with all 39 counties because we're sharing category 3 or higher data (as defined by the OCIO - *Office of the Chief Information Officer*). Category 3 is anything that is protected from public disclosure.

This agreement will establish the terms, conditions, and restrictions under which the County provides requested VoteWA data electronically to the OSOS, or OSOS provides requested VoteWA data electronically to the County. Both parties will receive and safeguard the data as set forth in this Agreement.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Board to approve and sign.

County Official signature & print name: Shoona Riggs

A handwritten signature in black ink, appearing to read "S. Riggs".

Name of Employee/Stakeholder attending meeting: Shoona Riggs

Relevant Departments: Auditor's Office

Date submitted: 1.29.2024

- * Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Agenda Item Summary
Revised: 3-04-2019

I-7969

100221.24.04

**VOTEWA DATA SHARING AGREEMENT
BETWEEN
THE WASHINGTON OFFICE OF THE SECRETARY OF STATE, ELECTIONS DIVISION
AND
CLALLAM COUNTY**

This VoteWA Data Sharing Agreement (this "Agreement") is entered into by and between the Washington Office of the Secretary of State, Elections Division (hereinafter referred to as "OSOS") and Clallam County (hereinafter referred to as "County").

WHEREAS, OSOS and thirty-nine (39) Washington state counties have collaborated together in order to modernize, streamline, and improve the elections process through the development and implementation of a statewide modern Elections Management Project (EMP) for the state of Washington, commonly known as VoteWA; and

WHEREAS, RCW 39.34.240 requires public agencies to enter into a written agreement that conforms to the policies of the Office of Cybersecurity when a public agency requests Category 3 or higher data (as defined in policy established in accordance with RCW 43.105.054) from another public agency; and

WHEREAS, OSOS has requested and is receiving Category 3 or higher data from County through the VoteWA system; and

WHEREAS, while OSOS and County are parties to an agreement setting forth their obligations and duties with respect to the annual vendor maintenance and support costs of the VoteWA system, that agreement does not address VoteWA data sharing between County and OSOS; and

WHEREAS, OSOS and County desire to enter into this Agreement to comply with the provisions of RCW 39.34.240 and the policies of the Office of Cybersecurity for VoteWA data shared between them.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, OSOS and County agree as follows:

1. PURPOSE

It is the purpose of this Agreement to establish the terms, conditions, and restrictions under which County provides requested VoteWA data electronically to OSOS or OSOS provides requested VoteWA data electronically to County. Both parties will receive and safeguard the data as set forth in this Agreement.

2. DATA TO BE SHARED UNDER THIS AGREEMENT; CLASSIFICATION OF DATA

County is providing OSOS with the VoteWA data listed below, classified by Category (as defined in OCIO Policy "Data Classification Standard"):

Description of Data

Category (1-4)

-
- *Category 3: Voter Registration Records, including data specifically protected from disclosure by law*
 - *Signature Image*
 - *Form images*

I-7969

- *Personal information about individuals (DLN, SSN4)*
 - *Registration source*
 - *UOCAVA (Uniformed And Overseas Citizens Absentee Voting Act) status*
 - *Email*
 - *Phone number*
 - *Language preference*
 - *Registration information for voters under the age of 18*
- *Category 3: Ballot Issuance Records, including data specifically protected from disclosure by law*
 - *Signature Image*
 - *Envelope Image*
 - *UOCAVA (Uniformed and Overseas Citizens Absentee Voting Act) status*
 - *Ballot issuance information for voters under the age of 18*
- *Category 3: Voter Pamphlet information*
 - *Arguments or statements submitted to the secretary of state for publication in the voters' pamphlet are protected until the submission deadline has passed or all submissions have been received.*
- *Category 3: Information regarding IT infrastructure and security of computer and telecommunications*
 - *In order to implement system improvements, information regarding the elections infrastructure may need to be discussed with the VoteWA governing bodies during meetings and system improvement discussions.*

3. PERIOD OF PERFORMANCE

The period of performance of this Agreement commences on the date it is executed by both parties (the "Effective Date"), and automatically renews each year on the date that is the anniversary date of the Effective Date.

4. DELIVERY OF DATA

The data shall be provided by the County to OSOS or by the OSOS to the County via secure file transfer. Data will be secured using separate encryption and password protection from any used by the secure file transfer tool.

5. DATA STORAGE AND HANDLING REQUIREMENTS

All data provided by the County will be stored by OSOS on secure servers with access limited to the least number of OSOS staff needed to have access to the data for purposes of the VoteWA system and elections management. Files received via secure file transfer will be removed immediately from the secure file transfer tool once retrieved.

All data provided by the OSOS will be stored by the County on secure servers with access limited to the least number of County staff needed to have access to the data for purposes of the elections management. Files received via secure file transfer will be removed immediately from the secure file transfer tool once retrieved.

6. SECURITY OF DATA

I-7969

OSOS and the County shall take due care and reasonable precautions to protect the data from unauthorized physical and electronic access. OSOS and the County will strive to meet or exceed the requirements of the OCIO policies and standards for data security and access controls, including OCIO's "Data Sharing Policy," to ensure the confidentiality, availability and integrity of all data shared.

7. NON-DISCLOSURE OF DATA; CONFIDENTIALITY

Neither party nor its officials, officers, employees, volunteers, or agents may disclose, in whole or in part, any data covered by this Agreement, except as necessary to accomplish the express purposes of this Agreement or as may be required or permitted by law. Both parties agree to maintain the confidentiality of the data covered by this Agreement to the fullest extent required or permitted by law.

8. TERMINATION

Either party may terminate this Agreement with 30 days' prior written notice to the contract manager for the other party listed in Section 12 of this Agreement; provided, however, that once data is accessed by OSOS, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

9. DISPUTE RESOLUTION

If a dispute arises between OSOS and County under this Agreement, both parties will make a prompt, reasonable, good-faith effort to resolve the dispute by negotiation. If the parties fail to resolve the dispute through negotiation, the parties will choose a mutually acceptable alternative dispute resolution method. Such an alternative dispute resolution process must precede any judicial action, provided that both parties mutually pursue such alternative dispute resolution promptly, reasonably and in good faith.

10. GOVERNANCE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

11. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties and may be modified only by written instrument duly executed by both parties.

12. CONTRACT MANAGEMENT

The contract manager for each of the parties is listed below and shall be responsible for and shall be the contact person for all communications regarding this Agreement:

Contract Manager for County:	Contract Manager for OSOS:
<u>Shoona Riggs</u> Clallam County 223 E 4th Street Suite #1 Port Angeles, WA 98362-3026 Phone: (360) 417-2222 sriggs@co.clallam.wa.us	<u>Stuart Holmes</u> Director of Elections Office of the Secretary of State 520 Union Ave. Olympia, WA 98501 Phone: (360) 725-5794 stuart.holmes@sos.wa.gov

I-7969

THIS AGREEMENT is executed by the persons signing below who warrant that they have the authority to execute this Agreement.

County:

OSOS:

Clallam County

Office of the Secretary of State

Signature

Signature

Director of Elections

Title

Title

Date

Date



Approved as to Form
Deputy Prosecutor



4

AGENDA ITEM SUMMARY FEB 05 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Prosecuting Attorney

WORK SESSION ☒ **Meeting Date: 02/05/2024**

REGULAR AGENDA ☒ **Meeting Date: 02/13/2024**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 841.24.001 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Contract with Axon Enterprises for software program Justice Premier. This is an upgraded version of Axon's basic free prosecutor version of Evidence.com. The free version allowed the PAO to access electronic information (videos, photos, etc.) received from the Clallam County Sheriff's Office, who had already executed an agreement to use Evidence.com. Justice Premier will allow us to upload and store electronic discovery from any law enforcement agency, provide a portal for law enforcement agencies to upload directly, create links to forward discovery to defense counsel electronically, and enable us to redact and transcribe video and audio. We anticipate this program saving considerable employee time and money. Civil DPA Boughton has approved the contract as to form.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Funds have already been allocated in the 2024 budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Approve and sign agreement.

County Official signature & print name: Mark Nichols

A blue ink signature of Mark Nichols, written in a cursive style.

Name of Employee/Stakeholder attending meeting: Christi Wojnowski

Relevant Departments: PAO and IT

Date submitted: 01/31/2024

- * Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Agenda Item Summary - Justice Premier
Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-541660-45299.853NC

Issued: 01/08/2024

Quote Expiration:

Estimated Contract Start Date: 02/01/2024

Account Number: 546159

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Clallam County (WA) Prosecuting Attorney's Office 223 E 4th St Port Angeles, WA 98362-3000 USA	Clallam County (WA) Prosecuting Attorney's Office 223 E 4th St Port Angeles WA 98362-3000 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Nathan Coady Phone: Email: ncoady@axon.com Fax:	Christi Wojnowski Phone: (360) 417-2297 Email: christi.wojnowski@clallamcountywa.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$158,556.80
ESTIMATED TOTAL W/ TAX	\$168,854.48

Discount Summary

Average Savings Per Year	\$20,074.56
TOTAL SAVINGS	\$100,372.80

Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	\$43,135.23	\$3,134.89	\$46,270.12
Feb 2025	\$27,180.63	\$1,686.77	\$28,867.40
Feb 2026	\$28,267.86	\$1,754.22	\$30,022.08
Feb 2027	\$29,398.57	\$1,824.40	\$31,222.97
Feb 2028	\$30,574.51	\$1,897.40	\$32,471.91
Total	\$158,556.80	\$10,297.68	\$168,854.48

841.24.001

Quote Unbundled Price:	\$258,929.60
Quote List Price:	\$158,556.80
Quote Subtotal:	\$158,556.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
AttorneyPrem	Justice Premier	22	60	\$183.28	\$107.24	\$107.24	\$141,556.80	\$8,784.68	\$150,341.48
A la Carte Services									
100491	AXON JUSTICE - PSO - FULL SERVICE	1			\$17,000.00	\$17,000.00	\$17,000.00	\$1,513.00	\$18,513.00
Total							\$158,556.80	\$10,297.68	\$168,854.48

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Justice Premier	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	22	02/01/2024	01/31/2029
Justice Premier	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	22	02/01/2024	01/31/2029
Justice Premier	73618	AXON COMMUNITY REQUEST - LICENSE - PLUS	22	02/01/2024	01/31/2029
Justice Premier	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	22	02/01/2024	01/31/2029
Justice Premier	73838	AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR	22	02/01/2024	01/31/2029
Justice Premier	85762	AXON AUTO-TRANSCRIBE - JUSTICE ACCESS	22	02/01/2024	01/31/2029
Justice Premier	85767	AXON EVIDENCE - DISCOVERY MODULE ACCESS	22	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
Justice Premier	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	1
Justice Premier	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	22
A la Carte	100491	AXON JUSTICE - PSO - FULL SERVICE	1

Payment Details

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	AttorneyPrem	Justice Premier	22	\$26,135.23	\$1,621.89	\$27,757.12
Invoice Upon Fulfillment	100491	AXON JUSTICE - PSO - FULL SERVICE	1	\$17,000.00	\$1,513.00	\$18,513.00
Total				\$43,135.23	\$3,134.89	\$46,270.12

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	AttorneyPrem	Justice Premier	22	\$27,180.63	\$1,686.77	\$28,867.40
Total				\$27,180.63	\$1,686.77	\$28,867.40

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	AttorneyPrem	Justice Premier	22	\$28,267.86	\$1,754.22	\$30,022.08
Total				\$28,267.86	\$1,754.22	\$30,022.08

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	AttorneyPrem	Justice Premier	22	\$29,398.57	\$1,824.40	\$31,222.97
Total				\$29,398.57	\$1,824.40	\$31,222.97

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	AttorneyPrem	Justice Premier	22	\$30,574.51	\$1,897.40	\$32,471.91
Total				\$30,574.51	\$1,897.40	\$32,471.91

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract NASPO Contract No. OK-MA-145-015 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/8/2024

Approved as to form only by:


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County





Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.2

Release Date: 11/29/2023

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.2

Release Date: 11/29/2023

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.



Master Services and Purchasing Agreement for Agency

18. General

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY:

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. **Definitions.**
 - a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
 - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



Master Services and Purchasing Agreement for Agency

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

- a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
- b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
- c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
- d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



Master Services and Purchasing Agreement for Agency

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote ¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Master Services and Purchasing Agreement for Agency

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)



Master Services and Purchasing Agreement for Agency

- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.



Master Services and Purchasing Agreement for Agency

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.
10. **Signal Sidearm Installation Service.**
- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
 - Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.
11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.



Master Services and Purchasing Agreement for Agency

13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



Master Services and Purchasing Agreement for Agency

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



Master Services and Purchasing Agreement for Agency

- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
- 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



Master Services and Purchasing Agreement for Agency

TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term.** The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights.** Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.



Master Services and Purchasing Agreement for Agency

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Master Services and Purchasing Agreement for Agency

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

- 1.1. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 1.2. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates. Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

- 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

- 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**"). "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



Master Services and Purchasing Agreement for Agency

6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Master Services and Purchasing Agreement for Agency

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Master Services and Purchasing Agreement for Agency

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. Definitions.

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



Master Services and Purchasing Agreement for Agency

- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

- 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.2

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Master Services and Purchasing Agreement for Agency

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.



10.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Agency.
2. **Full-Time TAM Scope of Services.**
 - 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
 - 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.
 - 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.
 - 2.4. The Full-Time TAM **Service options** are listed below:

Ongoing System Set-up and Configuration
Assisting with assigning cameras and registering docks
Maintaining **Agency's Axon Evidence account**
Connecting Agency to "Early Access" programs for new devices

Account Maintenance
Conducting on-site training on new features and **devices for Agency leadership team(s)**
Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**
Conducting weekly meetings to cover current issues and program status

Data Analysis
Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
Comparing **Agency's Axon usage and trends to peers to establish best practices**
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support
Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices
Proactively monitoring the health of **Axon equipment**
Creating and monitoring RMAs **on-site**
Providing Axon app support
Monitoring and testing new firmware and workflows before they are released to Agency's production environment

Agency Advocacy
Coordinating bi-annual **voice of customer meetings with Axon's Device Management team**
Recording and tracking Agency feature requests and major bugs
3. **Regional TAM Scope of Services**
 - 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
 - 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.
 - 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.
 - 3.4. The Regional TAM service options are listed below:



Master Services and Purchasing Agreement for Agency

Account Maintenance

Conducting remote training on new features and **devices for Agency's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing an **Agency's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of **Agency meetings with Device Management team**

Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.



Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses—the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.2

Release Date: 11/29/2023

Page 34 of 41



Master Services and Purchasing Agreement for Agency

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.
- 1.3. **"Agency Data"** means
 - 1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Agency Owns My90 Agency Content.** Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified



Master Services and Purchasing Agreement for Agency

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.
9. **Required Disclosures.** Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Agency Use of Aggregated Survey Response.** Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Agency Content.** With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 19.2

Release Date: 11/29/2023



Master Services and Purchasing Agreement for Agency

that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Agency is responsible for:
 - 18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Agency will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Agency Responsibilities.** Agency is responsible for:
 - 20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.
21. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security



Master Services and Purchasing Agreement for Agency

risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Master Services and Purchasing Agreement for Agency

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.



Master Services and Purchasing Agreement for Agency

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

10. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Agency with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Agency-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Agency warrants that it is appropriate and permissible for Agency to receive the referenced Axon Event offer(s) based on Agency's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
11. **Attendee/Employee Selection.** Agency shall have sole and absolute discretion to select the Agency employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
12. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Agency is intended for the use and benefit of Agency in furtherance of its goals, and not the personal use or benefit of any official or employee of Agency. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Agency's local jurisdiction requires Agency to report or disclose the fair market value of the benefits provided by Axon, Agency shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Agency's compliance with such reporting requirements.
13. **Assignability.** Agency may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
14. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
15. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Agency if Agency or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

5
FEB 05 2024

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 2/5/24

REGULAR AGENDA ☒ **Meeting Date:** 2/13/24

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Purchase Order |

Documents exempt from public disclosure attached: ☐

Executive summary: The Sheriff's Office is ordering 5 APX 6500 Mobile Radios from Motorola Solutions as part of our approved vehicle replacement plan. While new radios are not purchased every year and can be transferred between vehicles, they are needed this year to replace aging units. The estimated cost to appropriately outfit new vehicles with lights, sirens, divider, etc also included this radio purchase.

Budgetary impact: This purchase is part of an approved capital project in the 2024 budget. The cost will be \$50,454.02 so the Purchase Order for the price point requires BOCC signature.

Recommended action: BOCC approval

County Official signature & print name: Brian King, Sheriff

A handwritten signature in blue ink, appearing to read "Brian King", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Beth Waknitz

Relevant Departments: Sheriff

Date submitted: 1/29/24

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



After signatures acquired, route a copy to the Accountant.



CLALLAM COUNTY SHERIFF'S DEPT

APX6500 MOBILES

01/19/2024

01/19/2024

CLALLAM COUNTY SHERIFF'S DEPT
223 E FOURTH ST STE 12
PORT ANGELES, WA 98362

RE: Motorola Quote for APX6500 MOBILES
Dear Richard Tomko,

Motorola Solutions is pleased to present CLALLAM COUNTY SHERIFF'S DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide CLALLAM COUNTY SHERIFF'S DEPT with the best products and services available in the communications industry. Please direct any questions to Annie Glenn at aglenn@daywireless.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Annie Glenn
Sr. Wireless System Sales

Motorola Solutions Manufacturer's Representative

Billing Address:
CLALLAM COUNTY SHERIFF'S
DEPT
223 E FOURTH ST STE 12
PORT ANGELES, WA 98362
US

Quote Date:01/19/2024
Expiration Date:03/19/2024
Quote Created By:
Annie Glenn
Sr. Wireless System Sales
aglenn@daywireless.com
206.300.6070

End Customer:
CLALLAM COUNTY SHERIFF'S DEPT
Richard Tomko
rtomko@co.clallam.wa.us
3604773658

Contract: 19860 - NASPO 00318
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1a	G89AC	ADD: NO RF ANTENNA NEEDED	5			
1	M25QSS9PW1BN	APX6500 ENHANCED UHF R1 MOBILE	5	\$6,169.12	\$4,633.06	\$23,165.30
1b	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	5			
1c	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	5			
1d	G444AH	ADD: APX CONTROL HEAD SOFTWARE	5			
1e	G48BD	ENH: CONVENTIONAL OPERATION APX6500	5			
1f	G806BL	ENH: ASTRO DIGITAL CAI OP APX	5			
1g	GA01670AA	ADD: APX E5 CONTROL HEAD	5			
1h	W22BA	ADD: STD PALM MICROPHONE APX	5			





Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1i	G67DT	ADD: REMOTE MOUNT E5 APXM	5			
1j	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	5			
1k	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	5			
1l	QA09113AB	ADD: BASELINE RELEASE SW	5			
	APX™ 6500 / Enh Series	ENHANCED APX6500				
2	M25KSS9PW1BN	APX6500 ENHANCED VHF MOBILE	5	\$6,169.12	\$4,633.06	\$23,165.30
2a	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	5			
2b	G48BD	ENH: CONVENTIONAL OPERATION APX6500	5			
2c	G67DT	ADD: REMOTE MOUNT E5 APXM	5			
2d	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	5			
2e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	5			
2f	G89AC	ADD: NO RF ANTENNA NEEDED	5			
2g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	5			
2h	G806BL	ENH: ASTRO DIGITAL CAI OP APX	5			
2i	GA01670AA	ADD: APX E5 CONTROL HEAD	5			
2j	W22BA	ADD: STD PALM MICROPHONE APX	5			
2k	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	5			
2l	QA09113AB	ADD: BASELINE RELEASE SW	5			



Grand Total

\$46,330.60(USD)

Notes:

- APPLICABLE TAXES WILL BE ADDED TO INVOICE



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the Legal Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



AGENDA ITEM SUMMARY

FEB 05 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Public Works

WORK SESSION ☒ **Meeting Date:** 2/5/24

REGULAR AGENDA ☒ **Meeting Date:** 2/13/24

Required Originals Approved and Attached? ☒

Will Be Provided On:

Item Summary:*

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU** | ☐ Budget Item |
| ☐ Resolution | ☐ Proclamation | ☒ Landowner Acknowledgment for Grant Application |
| ☐ Draft Ordinance | ☐ Final Ordinance | |

Documents exempt from public disclosure attached: ☐

Executive Summary:

This Landowner Acknowledgment form is in support of a design only grant application being made by the North Olympic Salmon Coalition for a County Road culvert replacement on the Hoko-Ozette Road at milepost 3.1. The Application is also attached for reference. There is zero match required for this grant source.

Budgetary Impact:(Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget Action is required, has it been submitted and a copy attached?** ☐

None

Recommended Action:(Does the Board need to act? If so, what is the department's recommendation?)

We recommend the Board review, approve and authorize the County Engineer to sign this document.

County Official Signature: _____

Joe Dornier

Date Submitted: 1/30/24

* Submit original and 5 copies

** Submit 3 originals and 5 copies

Landowner Acknowledgement Form

Landowner Information

Name of Landowner: Clallam County

Landowner Contact Information:

☐ Mr. ☒ Ms. Title: Environmental Coordinator

First Name: Deborah Last Name: Kucipeck

Contact Mailing Address: 223 E. Fourth St., Port Angeles, WA 98362

Contact E-Mail Address: deborah.kucipeck@clallamcountywa.gov

Property Address or Location:

Site ID 80001332- Gage Creek Culvert on Hoko Ozette Road

1. Clallam County is the legal owner of property described in this grant application.
2. I am aware that the project is being proposed on my property.
3. If the grant is successfully awarded, I will be contacted and asked to engage in negotiations.
4. My signature does not represent authorization of project implementation.

Landowner Signature

(Joe Donisi, Deputy Public Works Director/County Engineer)

Date

Project Sponsor Information

Project Name: Gage Creek 80001332 Fish Passage Design

Project Applicant Contact Information:

☒ Mr. ☐ Ms. Title: Project Manager

First Name: Kevin

Last Name: Long

Mailing Address: PO Box 197, Port Townsend, WA 98368

E-Mail Address: projectmanager@nosc.org

PROJECT: 23-1934 PLAN, GAGE CREEK CULVERT #80001332 HOKO OZETTE RD

Sponsor: North Olympic Salmon Coalition Program: BA Fish Barrier Removal Board Status: Application Submitted

Parties to the Agreement

PRIMARY SPONSOR

North Olympic Salmon Coalition
Address PO Box 197
City Port Townsend **State** WA **Zip** 98368
Org Type Non-Gov-Reg Fisheries Enhance Group
Vendor # SWV0038210-00
UBI 601261480

Date Org created

Org Notes

[link to Organization profile](#)

☐ Org data updated

SECONDARY SPONSORS

No records to display

MANAGING AGENCY

Recreation and Conservation Office

LEAD ENTITY

North Olympic Peninsula LE

Project Contacts

Contact Name Primary Org	Project Role	Work Phone	Work Email
Kevin Long North Olympic Salmon Coalition	Project Contact	(360) 379-8051	projectmanager@nosc.org
Rebecca Benjamin North Olympic Salmon Coalition	Agreement	(360) 379-8051 x200	rbenjamin@nosc.org
Cheryl Baumann North Olympic Peninsula LE	Lead Entity Contact	(360) 912-4152	cheryl.baumann@clallamcountywa.gov
Sarah Doyle North Olympic Salmon Coalition	Secondary Sponsor Contact	(360) 379-8051	sdoyle@nosc.org
John Stensgar North Olympic Salmon Coalition	Billing	(509) 634-2109	LJStensgar@nosc.org

Worksites & Properties

#	Worksite Name
#1	Gage Creek Culvert #80001332 Hoko Ozette Rd

Planning

Property Name

Worksite Map & Description

Project Application Report - 23-1934

Worksite #1: Gage Creek Culvert #80001332 Hoko Ozette Rd

WORKSITE ADDRESS

Street Address Hoko Ozette Rd MP 3.1

City, State, Zip Seiku WA 98381

Worksite Details

Worksite #1: Gage Creek Culvert #80001332 Hoko Ozette Rd

SITE ACCESS DIRECTIONS

Head west on SR-112, out of Clallam Bay. Turn left onto the Hoko-Ozette Road. The culvert is at milepost XX.

TARGETED ESU SPECIES

Species by ESU	Egg Present	Juvenile Present	Adult Present	Population Trend
Chinook-Washington Coast, Not Warranted	✓	✓	✓	Rising
Coho-Olympic Peninsula, Not Warranted	✓	✓	✓	Declining
Steelhead-Olympic Peninsula, Not Warranted	✓	✓	✓	Declining

Reference or source used

2017 NOBLE Stocks Status and Trends All species directly observed by WDFW and Tribal staff in the adjacent Hoko River.

TARGETED NON-ESU SPECIES

Species by Non-ESU	Notes
Cutthroat	Cutthroat observed in adjacent Hoko River
Lamprey	Lamprey observed in adjacent Hoko River

Questions

#1: Does the proposed fish passage barrier have a Fish Passage Diversion Screening Inventory Site ID? **WDFW Fish Passage Map**

Yes

#1a: What is the FPDSI ID?

80001332

#2: Give street address or road name and mile post for this worksite if available.

Hoko Ozette road MP XX. Culvert 80001332 is at this MP.

#3: For targeted ESU species you listed in the grid above that will benefit from this project, is presence documented or presumed? (Please identify source of this information)

This is a 33% passable culvert. Coho, chinook and steelhead presence is documented in adjacent Hoko River by direct observation by WDFW and Makah Tribal bios conducting spawner surveys.

Project Application Report - 23-1934

#4: If chinook are present, are the stocks important to Southern Resident Killer Whales (SRKW)? **SRKW Priority Chinook Stocks Report**

Hoko Fall Chinook are important SRKW stocks per an email from Casey Costello at WDFW delivered to NOPL and NOSC (see attachment). This stock was inadvertently omitted from the SRKW Priority Chinook Stocks Report.

Project Application Report - 23-1934

Project Location

RELATED PROJECTS

Projects in PRISM

PRISM Number	Project Name	Program Name	Current Status	Relationship Type	Notes
21-1547 P	Hoko Ozette Rd MP 2.9 80001331 Culvert Replacement	BA Fish Barrier Removal Board	Legislative Alternate	Earlier Phase	neighboring culvert on separate tributary

Related Project Notes

Questions

- #1: Is the project on State Owned Aquatic Lands? Please contact the Washington State Department of Natural Resources to make a determination. **Aquatic Districts and Managers**
No

Property Details

Properties for this program and project type are optional.

Project Proposal

Project Description

The project will design the replacement of a Clallam County Road Culvert #80001332 on Gage Creek, a Hoko River tributary. The culvert is 33% passable with spawning and rearing habitat upstream. The tributary exhibits good sinuosity, adequate spawning gravels, good riparian cover and large instream wood complexes. This is currently the North Olympic Peninsula Lead Entity's 2nd ranked culvert correction in the Pysht HUC 10 in need of design funding. Culvert replacement will open .25 Miles of salmon and steelhead spawning and rearing habitat.

Project Questions

- #1: Is the targeted structure federally owned?
No
- #2: Is any part of the scope of work included in this application required as mitigation for another project or action or court injunction? E.g. FERC relicensing, Habitat Conservation Plan, legal settlement, culvert injunction, etc.
No
- #3: Are there total barriers to fish passage downstream of the proposed project?
No
- #4: Are there anadromous species that currently or historically use the stream where this project is proposed to occur?
Yes
- #5: When was the last barrier evaluation and downstream check conducted for the proposed barrier correction worksite(s)? Please provide an overview of the barrier evaluation and downstream check results (for example: The existing culvert was evaluated in 2014 and determined to be a 33% passable slope barrier. There are no barriers downstream.)
80001332 was evaluated by WDFW on 11.13.15 and determined to be a 33% passable water surface drop barrier. There are no barriers downstream.
- #6: Do you have final designs complete?
No

Project Application Report - 23-1934

#6a: What level of design is being submitted with the application?

No designs are being submitted. This is a grant ask to fund design from 0-100%

#7: Are you planning on using the Fish Habitat Enhancement Project (FHEP) **Streamlining Process** ? If no, please let us know why.

Yes

Evaluation Criteria

#1: IN LEAD ENTITY WORKPLAN Is the proposed project included in a Salmon Recovery Funding Board Lead Entity's workplan, Planned Project Forecast list, or other lead entity-based prioritization?

This project is part of a Lead Entity Led Prioritization of Pysht HUC 10 Culverts. It is currently ranked #2 on that list.

#2: GEOMORPHIC DESIGN The FBRB prioritizes projects that utilize a geomorphic design approach and meet the Water Crossing Design Guidelines. For the presumed or proposed project designs, provide the following information on the channel characteristics.

We anticipate a stream simulation crossing. This is likely to be a bottomless arch culvert or a concrete girder bridge if additional length is needed. BFW at the site was measured at 100' intervals up and downstream. The average BFW downstream of the culvert was 4.8m and 6.0m in the reach upstream of the culvert. The proposed minimum opening for the structure is 10 meters. This is based on adding width for anticipated BFW increases from climate change of 11.53% and then use $BFW \times 1.2(+2)$. We will rely on hydraulic engineers to recheck channel BFW measurements and calculate the structure size needed to allow a stream simulation crossing that considers effects of climate change. The slope through the culvert is .5%. The reach upstream of the culvert averages ~4%. The reach downstream of the culvert is about ~2%. We would anticipate a slope through the new crossing of about 3%. This will be better determined by survey and hydraulic design efforts conducted as part of this design project.

#3: CLIMATE CHANGE Describe how the project addresses the anticipated effects of climate change.

The WDFW climate change model predicts a 11.53% increase in the bankfull width of this system. We added this percentage to the observed upstream BFW, then applied the equation $BFW \times 1.2+2$ to arrive at anticipated structure width of 10 meters. We will have the design engineers revisit these assumptions during project design to be sure that climate change impacts during the life of the structure is adequately considered and existing BFW's are accurate.

#4: ADDITIONAL MONETARY SUPPORT Summarize additional monetary and in-kind resources leveraged to maximize budget to demonstrate cost effectiveness. Are these resources secured? How long will they be available to use toward the project?

We do not anticipate needing other grant funds to design this project. We believe with the design of culvert 80001331, a neighboring culvert on a separate stream, that we will be able to use some of the information and considerations already made on that culvert to streamline the design efforts on this culvert.

#5: LEVEL OF READINESS Describe the level of readiness of the proposed project.

Local tribes, NOSC and NOPLC worked together to determine this as the number two priority culvert design correction in the Pysht HUC10. Clallam County has been informed of the project and is supportive of the correction effort, see attached landowner acknowledgement. This culvert presents a maintenance issue for Clallam County which deepens their support.

Project Application Report - 23-1934

#6: **GEOGRAPHIC COORDINATION** Briefly describe other barrier corrections or fish habitat restoration projects on the stream or within the watershed, which have occurred since 2010 or are funded for implementation by 2029. Provide a list of project names including WDFW fish passage barrier site ID number(s) with maps that clearly show each location.

There has been an ongoing effort to correct Hoko River tributary Barrier Culverts. This represents the next priority for design on this list of funded projects. Once designs are underway and develop construction cost estimates, we will begin seeking funding for construction of these design projects

17-1418R Johnson Creek Culvert Design and Construction

#R261020014604-Completed

17-1429R Trib to Johnson Creek Culvert Design and

Construction #80001263-Completed

20-1625R Johnson Creek Triple Culverts Design and

Construction #80001261-In Process

21-154 P #80001331 Culvert Design-In Process

22-1083P #80001279 Culvert Design-In Process

23-1073P Wright's Creek Fish Passage Design #80001275 and

#19.0174-In Process

#7: **ORGANIZATIONAL COORDINATION** Are you sharing resources with other organizations to correct other fish passage barriers in this watershed by May 2029? This can include sharing project development efforts, funding, or other activities. Please briefly describe the coordination and provide the project name, location, and WDFW fish passage barrier site ID number(s).

The Makah Tribe, the Elwha Tribe, NOPL and NOSC combine efforts to address blocking culverts in the Pysht HUC 10. The tribes often provide technical resources to collect data to prioritize culverts and donate time to perform fish outs on culvert construction projects (Johnson Creek Culvert Design and Construction #R261020014604 and Trib to Johnson Creek Culvert Design and Construction, Culvert #80001263) . NOPL helps identify funds that can be used to match FBRB grants. We were successful generating project match through the SRFB for project 22-1083P, Culvert #80001279 Culvert Design, and through the USFWS National Fish Passage Program for project 20-1625R Johnson Creek Triple Culverts Design and Construction #80001261 . The Makah Tribe will be providing match to FBRB funds on 23-1073P Wright's Creek Fish Passage Design, Culvert #80001275 and Intake #19.0174 .

We find collaboration an extremely important tool in our tool box. This web of project partners and funders makes it possible to put projects like these on the ground. Maintaining those connections and relationships allows NOSC to successfully fund and implement a high number of projects for a very small organization.

Project Application Report - 23-1934

Planning Metrics

Worksite: Gage Creek Culvert #80001332 Hoko Ozette Rd (#1)		
DESIGN FOR FISH PASSAGE		
Final design and permitting for fish passage		
Total Cost for final design and permitting		\$339,509
Miles of stream to be made accessible from proposed project		0.25
Name of Plan	NOPL Planned Projects List for HUC 10, see attachment	
Passage Problem	Water surface drop	
Passability	33% (Partial)	
Additional barriers	There are no downstream fish passage barriers.	
CULTURAL RESOURCES		
Cultural resources		
Total cost for Cultural resources		\$7,500
Acres surveyed for cultural resources		0.75

Overall Project Metrics

COMPLETION DATE		
Projected date of completion		07/01/2025
PRIORITY WATERSHED		
Select the priority watershed the proposed project is located. If N/A select None.		
Watershed Priority	Puget Sound – Pysht River This is listed as the 2nd priority fish passage correction design project in the watershed.	

Planning Cost Estimates

Worksite #1: Gage Creek Culvert #80001332 Hoko Ozette Rd

Category	Work Type	Estimated Cost	Note
Cultural Resources	Cultural resources	\$7,500	
Design for Fish Passage	Final design and permitting for fish passage	\$339,509	
	Subtotal:	\$347,009	
	Total Estimate For Worksite:	\$347,009	
Summary			
	Total Estimated Costs:	\$347,009	
	Total Estimated Planning Costs:	\$347,009	

Project Application Report - 23-1934

Cost Summary

	Estimated Cost	Project %	Admin/AA&E %
<u>Planning Costs</u>			
Planning	\$347,009		
SUBTOTAL	\$347,009	100.00 %	
Total Cost Estimate	\$347,009	100.00 %	

Funding Request and Match

FUNDING PROGRAM

BA Fish Barrier Removal Board \$347,009 100.000000

SPONSOR MATCH

Cultural Resources

Cultural Resource Areas

Worksite #1: Gage Creek Culvert #80001332 Hoko Ozette Rd

Area: APE

#1: Describe any planned ground disturbing pre-construction/restoration work. This includes geo-technical investigation, fencing, demolition, decommissioning roads, etc.

Geotech bores are likely to be performed. A wetland delineation and cultural resource survey will advance shovel test probes.

#2: Describe the existing project area conditions. The description should include existing conditions, current and historic land uses and previous excavation/fill (if depths and extent is known, please describe).

The area is currently a paved County road, culvert and adjacent creek channel, adjacent ditches, and a nearby pull off. Fills in the area used to construct the road and pull off appear to be relatively shallow at about 10' or less in the APE. This area has been used as a road since logging began in the watershed around 100 years ago.

#3: Will a federal permit be required to complete the scope of work on the project areas located within this worksite?

Yes

#3a: List the agency that will be issuing the permit and the date you anticipate applying for and receiving the permit. Will the federal permit cover ALL proposed ground disturbing activities included in the project?

The United States Corps of Engineers will be issuing a NWP 27 for the project. This permit will cover all proposed ground disturbing activities included in the project. We expect the USACE will be the federal lead and be responsible for S106 consultation.

#4: Are you utilizing Federal Funding to complete the scope of work? This includes funds that are being shown as match or not.

No

#5: Do you have knowledge of any previous cultural resource review within the project boundaries during the past 10 years?

No

Project Application Report - 23-1934

#6: Are there any structures over 45 years of age within this worksite? This includes structures such as buildings, tidegates, dikes, residential structures, bridges, rail grades, park infrastructure, etc.

Unknown

The Culvert may be older than 45 years, but we do not know. It is simple to locate at the project site, the creek is clearly evident.

Area: Guage Creek APE

#1: Describe any planned ground disturbing pre-construction/restoration work. This includes geo-technical investigation, fencing, demolition, decommissioning roads, etc.

Geotech bores are likely to be performed. A wetland delineation and cultural resource survey will advance shovel test probes.

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Unknown

The Culvert may be older than 45 years, but we do not know. It is simple to locate at the project site, the creek is clearly evident.

Project Permits

Permits and Reviews	Issuing Organization	Applied Date	Received Date	Expiration Date	Permit #
Cultural Assessment [Section 106]	DAHP				
Endangered Species Act Compliance [ESA]	US Fish & Wildlife				
Hydraulics Project Approval [HPA]	Dept of Fish & Wildlife				
Nationwide Permit	Army Corps of Eng.				
SEPA	Local or State				
Water Quality Certification [Section 401]	County/Dept of Ecy.				
Shoreline Permit	City/County				

Project Application Report - 23-1934

Attachments

Required Attachments

5 out of 5 done

Applicant Resolution/Authorizations
Cost Estimate
Map: Planning Area
Photo
WDFW barrier & screening forms

✓
✓
✓
✓
✓

PHOTOS (JPG, GIF)

Photos (JPG, GIF)



592797

PROJECT DOCUMENTS AND PHOTOS

Project Documents and Photos

File Type	Attach Date	Attachment Type	Title	Person	File Name, Number Associations	Shared
	01/18/2024	Project Application Report	Project Application Report, 23-1934P (sub 01/18/24 13:08:07)	KevinL	Project Application Report - 23-1934 (submitted 01-18-2024_13-08-07).pdf, 593382	✓
	01/18/2024	Letters of Support	NOPL Pysht HUC 10 Priorities FBRB 2023.pdf	KevinL	NOPL Pysht HUC 10 Priorities FBRB 2023.pdf, 593339	✓
	01/18/2024	Cost Estimate	RCO Cost Estimate Gage Cr 80001332.pdf	KevinL	RCO Cost Estimate Gage Cr 80001332.pdf, 593177	✓
	01/17/2024	Map: Multi-site and geographic envelope	Hoko Restoration Projects.pdf	KevinL	Hoko Restoration Projects.pdf, 592967	✓
	01/17/2024	Map: Planning Area	Culvert 1332 Vicinity Map.pdf	KevinL	Culvert 1332 Vicinity Map.pdf, 592959	✓
	01/17/2024	Map: Planning Area	Culvert 1332 Site Map.pdf	KevinL	Culvert 1332 Site Map.pdf, 592958	✓
	01/17/2024	Applicant Resolution/Authorizations	2024ApplicantAuthorizationResolution ALL projects SIGNED.pdf	KevinL	2024ApplicantAuthorizationResolution ALL projects SIGNED.pdf, 592957	✓
	01/16/2024	Photo	Site Photos Lead in.jpg	KevinL	Site Photos Lead in.jpg, 592797	✓
	01/16/2024	Visuals	Site Photos Attachment-80001332.pptx	KevinL	Site Photos Attachment-80001332.pptx, 592795	✓
	01/16/2024	WDFW barrier & screening forms	80001332_Report.pdf	KevinL	80001332_Report.pdf, 592793	✓
	12/13/2021	Correspondence	Costello EM-Hoko Fall Chinook SRKW.pdf	KevinL	Costello EM-Hoko Fall Chinook SRKW.pdf, 493043	✓

RCO Staff Scores

Criteria	Score	Score Range	Basis	Applicant Challenge	RCO Response
Chinook Benefit SRKW	*	0.0 to 8.0			
Downstream Barriers	*	0.0 to 10.0			
FBRB Priority Watershed	*	0.0 to 20.0			
Miles Made Accessible	*	0.0 to 15.0			
Passability of Barrier	*	0.0 to 10.0			
Quality Habitat Assessment	*	0.0 to 25.0			
Species Benefiting	*	0.0 to 7.0			

Project Application Report - 23-1934

Application Status

Application Due Date: 01/18/2024

Status Name	Status Date	Submitted By	Submission Notes
Application Submitted	01/18/2024	Kevin Long	
Preapplication	01/11/2024		

I certify that to the best of my knowledge, the information in this application is true and correct. Further, all application requirements due on the application due date have been fully completed to the best of my ability. I understand that if this application is found to be incomplete, it will be rejected by RCO. I understand that I may be required to submit additional documents before evaluation or approval of this project and I agree to provide them. (Kevin Long, 01/18/2024)

Date of last change: 01/18/2024



7

AGENDA ITEM SUMMARY

FEB 05 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department:

DCD

WORK SESSION ☒ **Meeting Date: 2.5.2024**

REGULAR AGENDA ☐ **Meeting Date: n/a**

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other: Grant request |

Documents exempt from public disclosure attached: ☐

Executive summary:

Ecology's Terry Husseman Account funds small projects (~\$25,000) with a short time frame (18 months or less). No match is required. The grant application is due on February 6.

We propose to work with knowledgeable nonprofit groups and local experts to conduct a hands-on workshop to build structures that allow beavers to co-exist with landowners while reducing the impact that beaver dams can have on human infrastructure. Technical assistance will be provided, as will a community presentation to raise general awareness of the benefits of beavers and the tools available to protect property while allowing beavers to thrive.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

n/a

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please sign the grant request.

County Official signature & print name:

Bruce W. Emery, Bruce Emery

Names of Relevant Departments/Employees/Stakeholders attending meeting:

DCD/Cathy Lear/Bruce Emery

Date submitted:

1.29.2024

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Clallam County

Grant Application Information

DEPARTMENT: **DCD**

GRANT NAME:

DATE SUBMITTED TO W/S: **2.4.2024**

APPLICATION DEADLINE: **2.6.2024**

ISSUING AGENCY: **Ecology**

IS THIS A RENEWAL? **no**

LENGTH OF GRANT: **18 months**

RENEWAL POSSIBLE? **no**

TOTAL AWARD: **\$25,000**

ANNUAL AMOUNT: \$16,000

MATCH REQUIRED? **No** MATCH AMOUNT: **n/a**

DESCRIPTION OF GRANT AND PURPOSE:

Terry Husseman Account funds small, short timeline projects that protect and enhance the natural environment.

While beavers are a valuable part of our natural systems and provide great benefit, their dams and ponds can cause flooding and other issues for landowners. We will use the funds to create a hands-on workshop to build and install structures that allow landowners to manage beaver activity and protect their property. Follow up technical assistance will assure that the structures function as intended. A presentation to the larger community will provide insights into beaver benefits and the options for management.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS:

Beavers bring great benefit to our watersheds - creating complex habitat, cooling water temperatures, and buffering the effects of drought and floods. Beavers often build their dams in places where human structures exist, though, creating conflict. With better tools at our disposal, we have more options for protecting property and infrastructure while coexisting with beavers.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?

Yes. DCD has a core function of protecting and enhancing the natural resources of Clallam County for the benefit of its citizens. Providing tools to coexist with beavers helps fulfill this function.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?

The grant offers local experts an opportunity to gain new skills in beaver management and provides landowners with additional tools for coexisting with beavers while protecting property and infrastructure.

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?

Was the workshop held

Were structures built and installed by participants

Was follow up technical assistance provided

Was a presentation offered to the community

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?

No. The grant provides a workshop, technical assistance, and a community presentation.

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE?

No matching funds are required.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?

Other departments may benefit from attending the workshop to develop expertise in nonlethal beaver management.

WILL NEW POSITIONS BE ADDED? IF SO, HOW MANY AND WHAT TYPE ARE EXPECTED? ARE ALL WAGES AND BENEFITS PAID IN THE GRANT? WHAT WILL HAPPEN TO THE POSITIONS WHEN THE GRANT PERIOD ENDS?

No new positions will be added.

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?

Yes

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?

Options for beaver management will remain limited. Landowners and land managers may feel that they have few nonlethal options to manage beaver activity.

ARE INDIRECT COSTS ALLOWABLE ON THIS GRANT? IF SO, ARE THERE LIMITATIONS? WILL THEY BE CHARGED AND ALLOCATED AS INDIRECT?

Indirect costs are allowed up to 30% of salaries and benefits.

ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?

No

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURE

Should the grant be awarded, a budget change form will be submitted.

OTHER COMMENTS


ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Todd Mielke, ADMINISTRATOR

Submit in **duplicate** to the Board of Commissioners for Work Session discussion and approval by the Administrator prior to application for any grant. The approved form must be included with the grant contract when it is submitted to the Board for approval. Refer to Administrative Policies 120 and 562.



0
FEB 05 2024
25

AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Department of Community Development

WORK SESSION ☒ **Meeting Date:** February 5, 2024

REGULAR AGENDA ☒ **Meeting Date:** February 6, 2024

Required originals approved and attached? ☐

Will be provided on:

Item summary:

- | | | |
|---|---|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # 334.24.008 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ RFP/Q Publication |

Executive summary: At the January 9, 2024, BOCC Regular Meeting, the Board of County Commissioners received a proposal from Cascadia Consulting Group to update the County's Hazard Mitigation Plan & perform climate resiliency planning work as a part of the County's required comprehensive plan update. The attached proposal was received from Cascadia Consulting Group.

Staff reviewed the attached proposal and recommends that the Board of County Commissioners contract with Cascadia Consulting Group to complete the scope of work provided.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☒ Work associated with this project will cost \$369,535. Costs associated with this project will be reimbursed by a forthcoming agreement with the Washington State Department of Commerce as well as the Cities of Forks, Port Angeles, and Sequim.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) Contract with Cascadia Consulting Group to update the County's Hazard Mitigation Plan & create a Climate Resiliency Plan as a part of the County's comprehensive plan update.

County Official signature & print name: Bruce Emery Bruce A. Emery

Name of Employee/Stakeholder attending meeting: Holden A. Fleming

Relevant Departments: Department of Community Development

Date submitted: January 31, 2024

* Work Session Meeting - Submit 1 single sided/not stapled copy

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Agenda Item Summary Comp Plan RFP opening
Revised: 3-04-2019

50

NOV 28 2023

REQUEST FOR PROPOSALS/QUALIFICATIONS

The Board of Commissioners is seeking proposals from interested parties to provide professional services related to the update of the County's Multi-Jurisdictional Hazard Mitigation Plan and the preparation and adoption of a climate resilience sub-element as part of the County's Comprehensive Plan under the Growth Management Act. Applicants should have experience with comprehensive plans, community engagement strategies, hazard mitigation planning, climate resiliency planning, development regulations, and relevant RCWs.

Sealed proposals must be received in the Board of County Commissioners by 9:30 a.m., January 9, 2024.

The sealed proposals must be clearly marked on the outside of the envelope, "Proposal – Hazard Mitigation/Climate Resilience Planning" Address proposal to: Clallam County Board of County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to the above referenced address. Documents delivered to other offices and received late by the Board of County Commissioners will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

An Informational packet on preparing a proposal may be obtained Monday through Friday, from 8 a.m. to 4:30 p.m., from the Department of Community Development, 223 East 4th Street, Suite 5, Port Angeles, Washington 98362, by calling 360.417.2420, or from the www.clallamcountywa.gov home page under the Current Issues tab.

Clallam County hereby notifies all that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. Clallam County is an Equal opportunity and Affirmative Action Employer. Minority and women-owned firms are strongly encouraged to submit proposals.

PASSED this 28 day of Nov. 2023

ATTEST:

L. Gores
Loni Gores, Clerk of the Board



BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias
Mark Ozias, Chair

Publish: December 1 & 8
Bill: Board of Commissioners

Depts of Community Development



334.24.002

AGREEMENT BETWEEN

Cascadia Consulting Group, Inc. and **Clallam County**

This Agreement, effective February 6, 2024 ("Effective Date"), between Cascadia Consulting Group, Inc., ("Cascadia"), a Washington Corporation, and Clallam County, ("Client"), a political subdivision of the State of Washington, to perform the Work identified herein in accordance with the terms of this Contract and any other documents referenced herein.

Cascadia and Client agree as follows:

1. Scope of Work

Cascadia agrees to perform the services described in Attachment A, incorporated herein by reference (collectively the "Work").

2. Compensation

Client agrees to pay for the Work provided by Cascadia in accordance with Attachment A (Projected Costs and Proposed Services). Compensation to Cascadia under this Agreement shall not exceed \$369,535. In return for the payment of the compensation set forth in Attachment A, Cascadia agrees to furnish and pay for all materials, labor, equipment, and taxes which it incurs in providing the services hereunder.

Cascadia will submit an invoice to Client each month for work performed. Client agrees to pay Cascadia within 30 calendar days after receipt of invoice from Cascadia. Any late payment shall bear interest at the rate of one percent per month.

3. Schedule

Work shall commence upon execution of this Agreement. All work shall be completed by February 28, 2025 unless delays are caused by Client or are a result of a force majeure under Section 18.

4. Changes

Any changes to the scope of the Work described in Attachment A, or the manner in which the Work is to be performed, shall be made only by mutual agreement, and shall be in writing.

5. Insurance

Prior to starting work, Cascadia shall obtain and maintain in force, worker's compensation, as required by state law, automobile liability insurance on a per occurrence basis having an aggregate of not less than \$1,000,000, and comprehensive general liability insurance on a per occurrence basis having an aggregate of not less than \$1,000,000. Upon request, Cascadia will provide Client with an appropriate certificate of insurance reflecting the above coverages.

6. Representations and Warranties.

- (a) By Both Parties. Each party represents and warrants that (a) the person who signs this Agreement on its behalf has the right, power and authority to sign the Agreement, and to

contractually bind the signing party, (b) this Agreement is the valid, legal, and binding obligation of such party, enforceable against such party in accordance with its terms; and (c) it has no agreement or understanding with any third party that will conflict with its performance under this Agreement.

- (b) By Client. Client represents and warrants that the Work it requests Cascadia to perform will not be unlawful under the laws of the jurisdiction(s) in which such Work is performed.
- (c) By Cascadia. Cascadia represents and warrants that it will perform the Work (i) in good faith, (ii) in a professional manner and (iii) with reasonable diligence, skill and care.
- (d) Limitations on Warranties. The warranties set forth in this Section 6 are the sole and exclusive warranty given by Cascadia arising out of or relating to this Agreement. Cascadia disclaims all other warranties, either express, implied or statutory, including, without limitation, warranties of merchantability and fitness for a particular purpose. Client's exclusive remedy for any breach of the warranty set forth in Section 6(b) will be for Cascadia, upon receipt of written notice, to use diligent efforts to cure such breach at no additional cost to Client, or, failing any such cure in a reasonable period of time, return of professional fees and expenses paid to Cascadia hereunder with respect to the Work giving rise to such breach.

7. Indemnity

To the fullest extent permitted by law, Cascadia shall indemnify and hold harmless Client and its agents and employees from and against any and all claims, damages, losses or expenses, including reasonable attorneys' fees, on account of bodily injury, personal injury (including death), or injury to property sustained by any third person or persons, to the extent caused by the negligent act or omission of Cascadia or any of its agents, employees or subcontractors.

Client shall indemnify and hold Cascadia harmless from any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees and legal costs) caused by any negligent act or omission of Client, or any of its agents or employees.

Any indemnity hereunder is conditioned upon the indemnified party providing to the indemnifying party prompt written notice of any claim or action requiring indemnification, and the indemnifying party shall have the right, at its expense, to take over the defense of such claim or action.

8. Equal Opportunity

Cascadia shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. Cascadia shall comply with all equal opportunity or affirmative action requirements or plans as may be required by law.

9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. CASCADIA'S TOTAL LIABILITY FOR DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER RELATED TO THIS AGREEMENT (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) WILL BE LIMITED TO THE TOTAL PRICE FOR THE WORK PROVIDED BY CASCADIA UNDER THIS AGREEMENT GIVING RISE TO THE LIABILITY.

10. Assignment

Cascadia shall not transfer or assign any interest in this Agreement without prior written consent of Client, which consent shall not be unreasonably withheld. Any such transfer or assignment without Client's consent shall be void and of no legal effect.

11. Termination

Either party may terminate this Agreement upon written notice to the other party:

- (a) In the event of a material breach of any term, condition or covenant by the other party which remains uncured after five (5) days written notice thereof to the other party; or
- (b) For any reason or no reason upon fifteen (15) days prior written notice; or
- (c) In the event that the other party has any proceedings instituted by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or any assignment for the benefit of creditors, or the appointment of a receiver, liquidator or trustee of any of its property or assets, or the liquidation, dissolution or winding up of its business.

If this Agreement is terminated, Client shall pay Cascadia for all Work performed up to the date of termination, including all non-cancelable costs incurred by Cascadia prior to termination but paid after the termination date. Client shall pay for all the work actually performed in accordance with this Agreement, even if the parties' original payment schedule spreads-out payments for certain Work or defers payments for certain work until the completion of such Work. If payments are unit or milestone based, and the Agreement is terminated after costs have been incurred toward achieving portions of one or more incomplete units or milestones, Client will pay a prorated portion of such fees based on the actual Work performed toward those incomplete units or milestones up to the date of termination, in addition to paying for completed units or milestones.

In the event of termination or expiration of this Agreement, those provisions which by their nature or effect are required or intended to be observed, kept or performed after termination including, without limitation, provisions related to payment, ownership of Deliverables, indemnification, confidentiality, and dispute resolution, will survive termination and remain binding upon the parties.

12. Confidentiality

This Section 12 sets forth the terms and conditions which will apply to any "Confidential Information" (as hereinafter defined) which may be disclosed by either party ("Discloser") to the other party ("Recipient") with respect to Discloser's products, services, technologies, or other aspects of the business of Discloser which are confidential or proprietary in nature. As used in this Agreement, "Confidential Information" means all information which Discloser discloses to Recipient that is identified as being proprietary or confidential and all information which, by the

nature of the circumstances surrounding the disclosure, reasonably ought to be treated as proprietary and confidential. Confidential Information may include information originally disclosed to the Discloser by third parties. A party's obligations under this Agreement shall not apply to Confidential Information that (i) is or becomes generally available through no breach of an obligation of confidentiality; (ii) is already in the possession of the Recipient at the time of disclosure by the Discloser as shown by competent evidence; (iii) is obtained by the Recipient from a third party without breach of an obligation of confidentiality; or (iv) is independently developed by the Recipient without use of or reference to the disclosing party's Confidential Information, as shown by competent evidence.

Non-use and Nondisclosure. Recipient will not use Confidential Information of Discloser for any purpose except to engage in a business relationship between the parties. Recipient will not disclose the Discloser's Confidential Information except to those employees or contractors of Recipient who are required to have the information in order to engage in a business relationship with the other party or those persons or entities who have entered into a non-disclosure agreement with Recipient with terms at least as restrictive as those contained in this Agreement. Recipient may disclose the Discloser's Confidential Information if required by law so long as the Recipient gives the Discloser prompt written notice of the requirement prior to the disclosure and assistance in obtaining an order protecting the information from public disclosure. Neither party will reverse engineer, disassemble, or decompile any prototypes, software, or other items that are Confidential Information provided by the other party.

Maintenance of Confidentiality. Each party will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the other party's Confidential Information. Without limiting the foregoing, each party will take at least those measures that it takes to protect its own confidential information of like nature.

Ownership; Remedies. Each party shall each at all times remain the sole owner of its respective Confidential Information and any improvements thereof. Except as set forth in Section 13 herein, nothing in this Agreement is intended to grant either party any rights under any patent, copyright, other intellectual property right or Confidential Information of the other party. Each party acknowledges that any violation or threatened violation of Section 12 of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all other remedies provided under the Agreement or available at law.

Obligations on Termination. Upon termination of this Agreement, each party will promptly return all Confidential Information received by such party to the other party (provided, however, that either party may retain Confidential Information to the extent required to do so by applicable laws or regulations, and nothing herein shall require a party to delete Confidential Information from its computer systems' historical back-up media, provided that in each case such Confidential Information shall remain subject to the terms of this Agreement and applicable laws and regulations). The parties' obligations of confidentiality shall survive termination of the Agreement and notwithstanding the return of any Confidential Information.

13. Materials and Work Product.

- (a) All materials provided by Cascadia to Client for the performance of Work, including, without limitation any Confidential Information of Cascadia, along with any concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models,

templates, and general purpose consulting tools created by, acquired by, or otherwise employed or modified by Cascadia (collectively, the "Cascadia Materials"), will remain the sole property of Cascadia, will be used only in furtherance of the Work in accordance with this Agreement and will not be used or delivered to or for the benefit of any third party without the prior written consent of Cascadia, and will be used in compliance with all applicable laws, rules and regulations. Client will not reverse engineer, disassemble, or decompile any prototypes, software, or other items that are Cascadia Materials.

- (b) Upon full and final payment to Cascadia of all fees due hereunder, the tangible items specified as deliverables or work product in Attachment A (the "Deliverables") will become the property of Client. If any Cascadia Materials are contained in any Deliverables, Cascadia hereby grants to Client a non-exclusive, royalty-free, worldwide, nontransferable license to use for Client's internal business purposes any Cascadia Materials contained in any Deliverables or to fulfill the purpose set forth in Attachment A.
- (c) Client acknowledges and agrees that any advice, recommendations, information, Deliverables or other work product provided to Client by Cascadia in connection with the Work are intended for Client's sole benefit, and Cascadia does not authorize any other party to rely upon such advice, recommendations, information, Deliverables or other work product and any such reliance shall be at such party's sole risk.

14. Entire Agreement/Relationship of the Parties.

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior and contemporaneous agreements, memorandum, arrangements and understandings, both written and oral, between the parties with respect to the subject matter. The parties are independent contractors, and this Agreement will not be construed to create a joint venture, partnership, or the relationship of principal and agent between the parties, nor to impose upon either party any obligations for any losses, debts or other obligations incurred by the other party.

15. Arbitration.

This Agreement shall be construed and enforced according to the laws of the State of Washington. Should any dispute occur between the parties arising out of or related to this Agreement, or their rights and responsibilities hereunder that cannot be resolved through good faith negotiations, the matter shall be settled and determined by arbitration under the then current Commercial Arbitration Rules of the American Arbitration Association. The decision and award of the arbitrator shall be final and binding, and the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in, and the award shall be deemed to be made in, King County, Washington. The prevailing party shall be entitled to recover its costs and reasonable attorney's fees from the non-prevailing party.

16. Amendments; Waivers.

This Agreement may only be amended pursuant to a written agreement executed by the parties, and no waiver of compliance with any provision or condition of this Agreement shall be effective unless evidenced by a written instrument executed by the party against whom such waiver is to be effected. No waiver of any term or provision of this Agreement shall be construed as a further or continuing waiver of such term or provision or any other term or provision. The failure of any party to insist upon strict performance of any of the covenants and

agreements herein contained, or to exercise any option or right herein conferred, in any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements.

17. Severability.

If any provision or any part of any provision of this Agreement is held to be illegal, void or unenforceable for any reason whatsoever, then such provision shall be stricken and of no force and effect. However, unless such stricken provision goes to the essence of the consideration bargained for by a party, the remaining provisions of this Agreement shall continue in full force and effect and, to the extent required, shall be modified to preserve their validity. Upon such determination that any term or other provision or any part of any provision is void or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that performance contemplated hereby is fulfilled to the fullest extent possible.

18. Force Majeure.

Except for the duty to make payments hereunder when due, if either party is prevented from carrying out its obligations under this Agreement by fire, flood, epidemic, pandemic, quarantine restrictions, act of God, terrorism, war (declared or undeclared), boycott, lock out, war, labor or civil disturbance, public disaster, or any other cause beyond such party's reasonable control, then such party's performance shall be excused during the period of such events and for a reasonable period of recovery thereafter, and the time for performance of such obligations shall be automatically extended for a period of time equal to the duration of such events; provided, however, that the party claiming force majeure shall promptly notify the other party of the existence of such force majeure, shall use all commercially reasonable efforts to avoid or remedy such force majeure and shall continue performance hereunder with the utmost dispatch whenever such force majeure is avoided and remedied. When such circumstances arise, the parties shall discuss what, if any, modification of the terms of this Agreement may be required in order to arrive at an equitable solution.

19. Construction.

Where the context so requires, all references in this Agreement to the singular shall be deemed to include the plural and vice versa.

20. Signature.

At the sole discretion of Cascadia, Cascadia may consent to the Client's signature on this Agreement being by email, fax, photocopy, pdf or other electronic means, in which case such Client signature will be deemed an original signature for all purposes.

22. Notices.

All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to a party if delivered in person or sent by overnight delivery to the parties at the following address (or at such other address for a party as shall be specified by a like notice) on the day of the delivery, or if by facsimile, upon confirmation of receipt:

If to Cascadia Consulting:
Cascadia Consulting Group, Inc.
Attn: Mary Ann Rozance, PhD
1109 First Avenue, Suite 400
Seattle, WA 98101
If by facsimile: (206) 343-9819

If to Client:
Company Name: Clallam County
Attn: Holden Fleming
Address: 223 East 4th St, Suite 5
Port Angeles, WA 98362
If by facsimile: (360) 417-2443

The parties have executed this Agreement by their duly authorized representatives.

Cascadia Consulting Group, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Clallam County

By: _____

Name: Mike French

Title: Clallam County Board of County
Commissioners, Chair

Date: _____



Approved as to Form
Deputy Prosecuting Attorney



ATTACHMENT A: SCOPE OF WORK



Providing Services to Meet Goals and Objectives

Clallam County's effort to update the Hazard Mitigation Plan alongside the development of the Comprehensive Plan Climate Element will elevate key climate and hazard issues facing the community and ensure that there is alignment between the plans while addressing state and federal requirements. Our team's work on the Clallam County Climate Action Plan, the North Olympic Peninsula Resource and Development Council's Climate Resilience Planning, Natural Disaster Resiliency Planning on the North Olympic Peninsula, as well as our work with Commerce, Port Angeles, King County, and several local governments throughout Washington to develop model climate elements means we have familiarity with Clallam County's processes and frameworks for decision-making and a strong understanding of what works and what doesn't when it comes to integrating climate policies into comprehensive planning. At the same time, our team members have decades of experience developing Hazard Mitigation Plans across the country.

We understand that each phase will support the simultaneous development of the Hazard Mitigation Plan (with a completed Climate Workbook as an Annex) and the Climate Element. It's especially important for Hazard Mitigation Plans and the Climate Element to dovetail with existing County policies, align with broad regional efforts, have strong buy-in from departments and implementation partners, and be tailored to the community's unique needs. That's why our process works so well: we start with client needs and a policy audit to identify synergies between existing plans and policies and future goals, then conduct inclusive engagement to understand barriers and opportunities to advance environmental justice, vet strategies and actions, and build broad stakeholder support along the way. We've outlined this approach in more detail in the phases below, and are happy to adjust our scope to meet Clallam County's needs and priorities.

APPROACH TO THE SCOPE OF WORK

Phase 1: Project Initiation, Gap Analysis, Coordination, and Initial Recommendations

1A: Kick-off Meeting, Organize Planning Resources, and Engagement Strategy

We will organize the planning team and resources by convening an initial **kick-off meeting** with County staff to understand the County's hazard mitigation and climate change preparedness efforts to date, dig into the vision for the Hazard Mitigation Plan (HMP) Update and Climate Element, and begin outlining a detailed project roadmap. During this kick-off meeting, we anticipate discussing:

- Ultimate project goals and outcomes (e.g., "what will success look like?").
- Opportunities to dovetail this project with other County initiatives and identify key relevant documents.
- Past community and stakeholder involvement, and input received to-date.
- Community and stakeholder engagement goals, activities, and lessons learned.
- Key perspectives and stakeholders to include in the HMCR Committee.

- Opportunities to incorporate equity throughout development and implementation of the plan.
- Client/consulting team roles, responsibilities, expectations, and additional resources, including logistics and timeline.

At the conclusion of the kick-off meeting, the County and consulting team will have a shared understanding of the project's goals, process, and milestones—and the information we need to start building the HMCR Committee and engagement strategy. We will capture these key elements from the kick-off meeting in a **Project Workplan** and use Smartsheet to build out a **detailed timeline** of the entire planning process with tasks assigned by team member. We will provide the Project Workplan and Smartsheet timeline to the County for review and approval.

Before we recruit members for the HMCRC Committee, we will work with the County to determine what the make-up of the membership should be and why. For the process and outcomes to be equitable, we'll need to ensure that all relevant voices are included from the very start. Our process will build on foundational decision-making around questions like what, specifically, a "representative group" means in this context—and will include the following steps:

1. **Create a stakeholder map:** Working from the kickoff meeting, identify which/how many entities need to be present to effectively represent the landscape around climate and hazard planning. In coordination with Michael Baker International and our local engagement advisor, we will ensure that key stakeholders comply with FEMA's updated Local Mitigation Policy Guide on April 19, 2022, which requires these stakeholder groups to include representatives from regional emergency management departments, regional jurisdictions (i.e., cities, Tribes, community services), and major employers, academia, and community-based organizations.
2. **Identify individuals:** Together with the County, we will identify individuals who represent these groups. This will likely rely on Clallam's existing relationships (e.g., with utilities, local governments, transit agencies, etc.), and additional outreach to find new individuals who have not historically had a seat at the table. We will also draw from Cascadia's previous engagement efforts and significant regional connections with many groups, including utilities, government agencies, communities, Tribes, academic researchers, and NGOs.
3. **Draft Collaborative Charter:** Create a document that outlines roles for members, decision-making structures, and a timeline for meetings. This will support recruitment by setting clear expectations and guidelines for potential participants and be finalized by the Committee, once formed.
4. **Recruit Members:** Draft and send invitations to potential members. Provide follow-up information or meet with potential members to provide additional context for this effort. Based on initial responses, we will consider targeted recruitment to fill gaps and ensure equitable representation.

We will also draw from the kick-off meeting discussion to draft an **equitable community engagement strategy** that supports an inclusive process. Cascadia devotes particular attention to creating customized engagement strategies that reflect the unique community characteristics and needs of the jurisdiction, drawing from County's experience to date, Clallam County's demographic data, and our team's rich history engaging diverse Washington communities and businesses on sustainability topics, to ensure there is a clear and adaptive plan in place to drive the process and meet target outcomes. At a minimum, **the engagement strategy will**

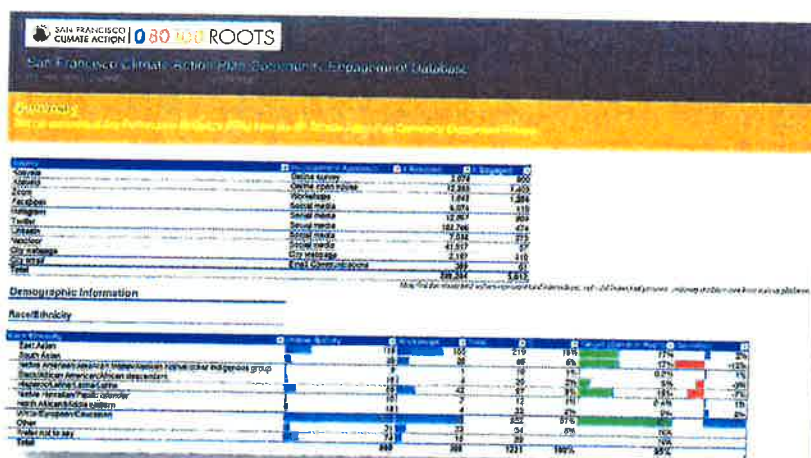


Figure 1. Engagement Tracker for Inclusive Outcomes Tool.

include a “Community Snapshot” of key community demographics; a description of equity and engagement goals, key audiences, roles, and approaches; detailed methods including specific events and outcomes; an explicit equity strategy;

HAZARD MITIGATION PLAN UPDATE AND CLIMATE RESILIENCY PLAN

and key performance indicators for measuring and evaluating engagement success. Specific engagement tactics could include the following (see [Phase 3](#) for more details on public engagement):

- Website content development
- Public survey
- Marketing and communication materials
- Engagement toolkits
- Public and stakeholder workshops
- Tribal coordination and outreach

In addition to the engagement strategy requested by the RFP, we also include in our proposed budget a **customized engagement tracking tool** (Figure 1) that allows for real-time monitoring of engagement outcomes and adaptive management, as needed, to meet engagement and equity goals. We find this tool to be critical in ensuring that all target audiences are engaged through the planning process.

1B. Gap Analysis

We will complete an **audit of Clallam County's existing plans, policies, and regulations**. The results of this audit, in addition to the outcomes of Phase 2, will serve as the foundation in drafting climate resilience goals and policies. The audit will include a ***Climate Planning Strengths, Weaknesses, Opportunities, and Threats (SWOT) Assessment***, which is a component of Commerce's climate guidance. This framework builds a better understanding of where Clallam County is in their climate planning process, identifies potential risks to mitigate early in the process and/or strengths to leverage. Our team will leverage our previous climate work with Clallam County and our deep familiarity with HB 1181 and related guidance to explore climate impacts unique to Clallam County and identify the main sources of GHG emissions to use in the development of Climate Element policies.

While we will confirm the final list of relevant County and regional plans to be reviewed with County staff, we anticipate the following plans will be considered: most recent versions of Clallam County's Comprehensive Plan and Shoreline Master Program (SMP), Clallam County's Multi-jurisdictional Hazard Mitigation Plan, Emergency Operations Plan, Capital Improvement Plans, Clallam County's Climate Action Plan, other regional hazard mitigation plans, and regional climate plans. We will also review plans from cities and Tribes within Clallam County (Port Angeles, Sequim, Lower Elwha Klallam Tribe, Makah Tribe, Jamestown S'Klallam Tribe) and the North Olympic Development Council as appropriate. We acknowledge that not all County programs, policies, and initiatives are easily accessible through written documentation and **will conduct interviews and/or meetings with County staff, leadership, community partners, and stakeholders to augment our review**. It will be important to hear from staff that work across departments and County geographies to identify additional relevant documents and gain further context regarding potential gaps and overlaps with existing plans, policies, and regulations. Finally, if appropriate, our team can work with the County's GIS facility data to ensure we have the most recent data to use in identifying vulnerabilities. At this time, sensitive data (e.g., tribal/cultural resources, security assets, etc.) will be identified as confidential and will be excluded from publicly accessible documentation.

We will organize the review into a **comprehensive database** that clearly identifies all planning documents/resources and compiles key climate-related goals and policies of potential relevance to the County. The database will also collate key climate resilience considerations that existing measures address, such as its significance in advancing climate equity, climate indicators, potential hazards, and related community assets. The database will be used to identify policy trends and gaps in the existing policy as it relates to Commerce's Climate Element Planning Guidance and FEMA's Local Mitigation Planning Policy Guidance. Once gaps are determined, policy opportunities will be identified via state resources including Commerce's Menu of Measures and summarized in a *Policy Audit Memorandum*.

HAZARD MITIGATION PLAN UPDATE AND CLIMATE RESILIENCY PLAN

1C. Coordination with Other Agencies

During the project initiation phase, we will work with the County to begin identifying relevant agencies—both within Clallam County, with peer Counties, and/or with the State—to ensure that the MJHMP Update and the Climate Resilience Element complements regional preparedness efforts from partner jurisdictions. After identifying additional government agencies, Cascadia will work with County to develop a timeline of County Operational Area meetings to coordinate multi-jurisdictional collaboration. At these meetings, Cascadia will coordinate the preparation of materials and lead facilitation of these meetings. We will also document participation and outcomes of these Operational Area meetings, which will become an appendix in the updated multi-jurisdictional Hazard Mitigation Plan and/or Climate Element.

1D. Facilitate HMCR Committee Meetings and Develop Initial Recommendations for Updates

See [Phase 3D](#) for more details on the meeting schedule and key objectives.

We will design the **HMCR Committee meetings** to facilitate deep and thorough understanding of perspectives that address gaps and barriers and lead to clean prioritization and optimal impact in the final plans. We will move from prioritization to action, leading key practitioners and project proponents through exercises to identify, vet, and prioritize climate and hazard mitigation strategies that fit into the high-level vision and goals established by the County. We will guide participants through a discussion of how the County can best address community needs and key trends, focusing on developing potential strategies and guidelines, identifying monitoring and evaluation criteria, and integrating specific elements such as equity, inclusion, and environmental justice. As we prepare for the meetings, we will work closely with the County on meeting **agendas, materials, and processes**. We will ensure that HMCR Meetings are productive and able to provide meaningful and timely input into the development of the Climate Element and the updated Hazard Mitigation Plan (see [Phase 3D](#) for more details on the meeting schedule and key objectives).

Our team will build upon the previous HMP and Annex formats to create updated content templates for use in the HMP update. We will also facilitate transfer of data – including existing documents, GIS files, and other relevant data – via a secure online portal. Based on the initial gap analysis, as well as input from the HMCR Committee, we will develop a summary of initial recommendations to include in the update.

Phase 1 Deliverables:

- Kickoff meeting and project workplan (Phase 1A)
- Form Hazard Mitigation/Climate Resilience (HMCR) Committee (Phase 1D)
- Develop and Document Engagement Strategy (includes public survey on website) (Phase 1A)
- Meeting agendas and facilitation of multi-jurisdictional Operational Area meetings (Phase 1C)
- Document climate gaps and opportunities (Phase 1B)
- Summary of initial recommendations for changes, template development, annex development, transfer of data, and updating prior plans (Phase 1D)

Facilitation Approach and Philosophy

Effective meetings are built on inclusive design and respectful facilitation. We ensure that all voices—not just the loudest or most opinionated—are amplified and heard, value participants' time and input, and use humor and fun to lighten the mood and build rapport. We use a variety of tactics and tools to keep participants focused on the questions at hand and minimize time spent on unrelated topics. We anticipate using small breakout groups as part of our facilitation approach, making sure to mix groups up to allow participants to interact with those they may not normally work closely with.

We will take detailed notes and produce a clear, concise summary of key inputs for inclusion in the final plans. We will create efficiencies throughout the project. We will craft meeting agendas, materials, summary notes, analyses, and recommendations while considering how the narrative and inputs will be organized together and eventually rolled up into a concise and well-organized final deliverables. Our goal is to minimize rewriting at the end by focusing instead on building out essential pieces of the work plan as we progress through our scope of work. In this way, development of the final product is a culmination of each task deliverable, rather than an end product built from scratch.

HAZARD MITIGATION PLAN UPDATE AND CLIMATE RESILIENCY PLAN

Phase 2: Design Updated Hazard Mitigation Plan and Climate Element

2A. Hazard Vulnerability and Risk Analysis and Community Assets

To lead the hazard vulnerability analysis and mitigation planning pieces of this project, Cascadia has partnered with Michael Baker International, a firm that specializes in hazard mitigation and engineering projects. Michael Baker will lead the HAZUS-MH Vulnerability and Risk Analysis. The HAZUS program provides standardized tools and data assumptions to estimate risk from earthquakes, floods, tsunamis, and hurricanes. Based on the prior Clallam Multi-jurisdictional Hazard Mitigation Plan (MJHMP), Michael Baker will utilize the HAZUS program to conduct scenario analysis for earthquake and flooding hazards. While Michael Baker can also model tsunami loss, this was ranked a low-priority concern in the previous MJHMP, and thus we recommend focusing modeling efforts on the highest priority concerns because of the time-consuming nature to conduct these models. To model the earthquake and flooding scenarios, Michael Baker will work with the County to determine the most appropriate assumptions for Clallam County or utilize FEMA's pre-set magnitude and location assumptions.

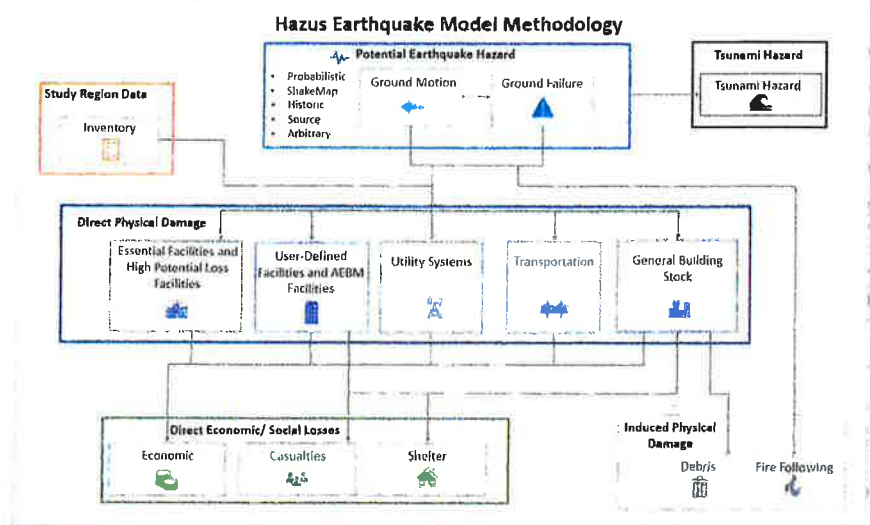


Figure 2. FEMA Hazus Earthquake Model.

Furthermore, Cascadia and Michael Baker will work with the HMCR Committee to review critical infrastructure and community assets previously identified in the 2020 MJHMP. Identifying these infrastructure assets will be essential for the MJHMP update as well as the new Climate Element for Clallam County. With the HMCR, we will screen for assets that are no longer relevant to the MJHMP planning process, and we will add any new infrastructure and/or assets to the list. For example, previous iterations of HAZUS applications were unable to map linear facilities (e.g., roads, transmission lines, water and wastewater lines) for loss estimation modeling. However, there have now been updates to the HAZUS applications and alternative methods to include these types of linear facilities to hazard vulnerability and risk analysis. We will then use these assets to estimate potential losses utilizing HAZUS modeling from key hazards. Finally, we will deliver a final list of critical infrastructure and community assets to be included in the updated MJHMP and the Climate Element.

2B. Climate Change Integration

Climate Resilience

Cascadia will assess non-HAZUS climate change risks—both current and projected risks—on key physical, social, and environmental assets, pulling from the assets identified in Phase 2A, which will have already been vetted by the HMCR Committee and County staff. We anticipate using resources from the University of Washington Climate Impacts Group and other sources—including *Climate Mapping for a Resilient Washington*, *Projected Sea Level Rise for Washington State*, the *National Climate Assessment* and derivative downscaling products, and other relevant studies and datasets—to identify observed and projected climate trends relevant for Clallam County. Drawing on our experience with Clallam County's peer jurisdictions we will likely focus on sea level rise, coastal and riverine flooding, landslide risk, heat events, wildfire, and other climate-related risks. We anticipate that this climate risk assessment can complement the hazard vulnerability and risk analysis by building in considerations of future changes in hazard risk due to climate change.

HAZARD MITIGATION PLAN UPDATE AND CLIMATE RESILIENCY PLAN

Cascadia will work with the County and the HMCR Committee at one of their meetings to come to a shared agreement and understanding of the climate impacts most relevant to Clallam County (associated with [Phase 3D](#)), which can prioritize specific climate hazards to be addressed in the Climate Resilience Sub-element. Then, Cascadia will work with Michael Baker to prepare a risk and exposure assessment for these climate hazards on the County's critical infrastructure and community assets (see [Phase 2C](#)).

Finally, we will pair each of the community assets identified with their anticipated climate impact(s) and **summarize our findings in an Excel spreadsheet**. These findings will serve as a starting point for the climate vulnerability assessment, which will apply quantitative and qualitative analyses and mapping to assess community vulnerabilities ([Phase 4A](#)).

2C. GIS Vulnerability Mapping and Spatial Analysis

Cascadia and Michael Baker will prepare a spatial analysis of identified non-HAZUS climate-related hazards—such as sea level rise, coastal and riverine flooding, landslide risk, extreme heat, and wildfires—to identify which facilities are exposed to profiled hazards. This assessment can include the following, based on data availability:

- Types/number of buildings, infrastructure, and/or community assets located within each identified hazard area
- Inventory of all flood repetitive loss/severe repetitive loss structures, as defined by FEMA, if applicable
- Description of land uses and development trends to advise future land use decisions
- Exposure of overburdened communities or socially vulnerable populations within identified hazard areas

The vulnerability assessment results will be presented in tables identifying facilities/infrastructure most likely to affect these facilities. Exhibit maps will correspond to this latest information.

In addition, our team will evaluate the impacts of natural hazards to overburdened and underserved communities. Findings will be presented through illustrative exhibits, prepared with data from sources like the CDC Social Vulnerability Index or the Washington Environmental Health Disparities Map. We will conduct a thorough analysis of vulnerable populations within the planning area to better inform mitigation actions directed at increasing capabilities and capacities to assist or respond during a disaster incident.

Phase 2 Deliverables:

- HAZUS-MH Vulnerability and Risk Analysis
- Identify community assets and create Climate Element workbook sheet
- Climate change projections and associated maps, charts, and graphs
- Create Climate Element Workbook Sheets which (1) explores hazards and changes in the climate; (2) pairs assets and hazards and describes exposure and consequences, and (3) identifies priority climate hazards
- Determine next steps in Climate Element workbook

Phase 3: Public Engagement

We know from experience that engagement throughout the Climate Element and HMP development process helps define climate impacts—especially for vulnerable communities—and supports the development of a more thoughtful and meaningful final product through vetting and prioritizing policies that meet community needs. Engagement also sets the stage for action by building broad internal and external support for policy implementation.

Our team is experienced in co-designing inclusive and equitable engagement opportunities to create plans that are responsive to local context, grounded in community priorities, and foster ownership among implementation partners. We recognize that each community is unique with their own current, historical, and potential future conditions and that **meaningful community engagement and buy-in is key to developing broadly supported plans that achieve environmental justice outcomes**. To accomplish this, we work closely with decisionmakers, stakeholders, and communities to understand local barriers, gaps, and opportunities.

Our approach to community engagement follows an oft-cited refrain: “Meet people where they are.” On one level, this guidance is literal. **Gatherings with the community should prioritize the comfort and convenience of the community**, carefully considering the space, travel and/or technology requirements, in-language content, and other needs that create belonging by facilitating comfort—such as trustworthy childcare and a culturally appropriate meal. On a deeper level, this means **understanding the community’s lived experience, relation to the topic at hand, and relationship with the client or organization** convening the meeting. When designing engagement strategies, we incorporate feedback loops to make sure we not only ask communities about their opinions and perspectives but keep them updated on how their input shaped the process and outcomes. The most important thing is that **we ensure there’s trust and rapport before asking for anything**—which not only creates safe spaces for participants but also builds capacity and investment from the community in County planning processes. Our approach, **developed after the kickoff meeting in Phase 1A**, will serve as a strong foundation for engagement and include the following strategies:

3A. Public Meetings

We can host or support meetings for community members who want to have hands-on participation in shaping the Climate Element and provide input on the MJHMP. We often offer hybrid events located at community gathering places (e.g., community centers, schools) and with opportunities for virtual attendance using Zoom or an equivalent platform. **These events are used to gather broad public input on community priorities and plan goals.**

Based on the project timeline confirmed during the kick-off meeting, our team will ensure that all meeting logistics are finalized at least one month prior to each meeting and that we’ve finalized the agenda and prepared supporting materials (if necessary) no fewer than 10 days in advance. We will work with the County during the agenda-setting phase to **co-design meeting agendas**, confirm meeting goals and team roles, and identify key questions to work through. We will also take the lead on determining central locations accessible for participants – such as Peninsula College facilities or with key partners. We will arrange videoconferencing using and will send out personalized meeting invite links to all attendees in advance. Certain meeting topics may call for presenters with specific areas of expertise. To the extent necessary, and subject to budget availability, Cascadia can support coordination with presenters and/or develop materials (e.g., discussion guides or fact sheets) with input from County staff ahead of each meeting.



Figure 3. Cascadia is leading a community workshop in Korean to update Puget Sound Partnership’s Vital Signs.

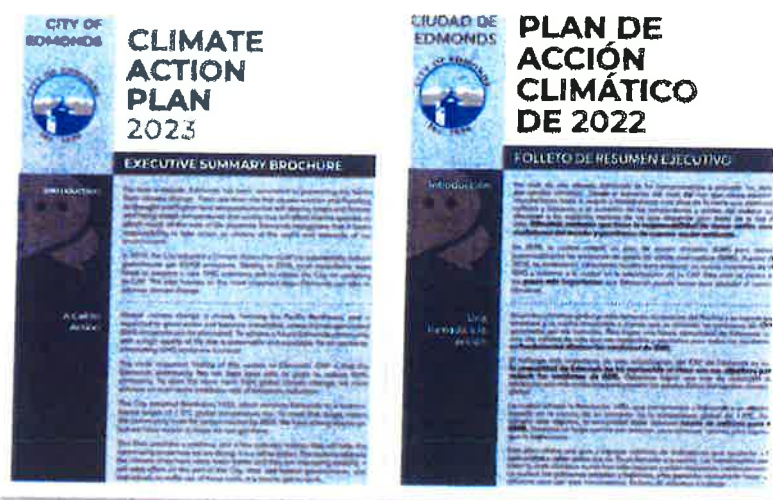
HAZARD MITIGATION PLAN UPDATE AND CLIMATE RESILIENCY PLAN

Key elements of our meeting management approach include having a clear agenda, keeping the meeting on time, and accomplishing all agenda items. Our goal is for every member to leave meetings with a feeling of accomplishment and confidence that their feedback is being incorporated into decision-making. Our facilitators are skilled at hosting virtual meetings and will use engaging strategies and online tools to encourage participation.

We also will collect optional participant information allows us to track *who* is participating, and more importantly, *who is not* participating (see Figure 1). We also propose to host and facilitate smaller meetings or focus groups with key groups that do not come to public meetings or take public surveys to **ensure we aren't just hearing from a self-selecting group of people**. Whether they are non-English speakers, tribal members, low-income individuals, youth, or older adults—we will tailor the focus groups to be sure that we are integrating all perspectives, not just the loudest voices.

We take great pride in the art of running a good meeting. We will give careful thought to the desired outcome of each meeting and ensure that we move conversations along to reach decision points in the allotted time. We will use a variety of tactics and tools to keep participants focused on the questions at hand and minimize time spent on unrelated topics that inevitably arise. Cascadia's facilitation team will take detailed notes during each meeting and produce a clear, concise summary of key decisions and next steps, so participants understand overall progress and Clallam County can accurately document and track the planning process.

Figure 4. Public-facing executive summary brochure for the Edmonds Climate Action Plan, in English and Spanish.



3B. Press Releases, Public Notices, and Surveys

Press Releases, public notices, and surveys are useful for gathering broad public input on community priorities and plan goals in a consistent format from people who may be interested in the planning process but are unable to attend in-person events. Throughout the project lifecycle, our team will use press releases and public notices to notify the public and key groups of project milestones—such as advertising upcoming public workshops, opportunities for public comment, and the final adoption and release of the MJHMP and Climate Element. Additionally, we will use public surveys to continue soliciting broad input throughout key phases of the project – such as development and prioritization of key strategies.

We love creating materials that our clients are proud to share and that demonstrate their commitment climate action strengthening resilience. Each piece of communications collateral will be designed by Cascadia's **dedicated in-house design team** that crafts visually appealing yet meaningful products that are scaled to the needs of each client. We offer Word- and Adobe-based document design and production services, infographic development, and compelling data displays that can be employed on a variety of digital and print platforms.



Figure 5. Example infographic on climate change impacts for the North Olympic Peninsula developed by Cascadia.

HAZARD MITIGATION PLAN UPDATE AND CLIMATE RESILIENCY PLAN

We prioritize visual storytelling to improve engagement with the community and break down complex climate science into clear and meaningful key points, such as infographics. We will work with the County to determine needs for these materials, though we anticipate developing at least one broad public survey, and up to three (3) public notices or press releases in alignment with opportunities to provide input.

3C. Website

It is essential that the planning process be accessible, interactive, and informative to keep residents engaged and up to date on Clallam County's efforts and progress towards achieving their goals, and our team is prepared to deliver on that need. We will support the County in developing an **interactive website** to bring the planning process to life in terms that the average resident of Clallam County can relate to. Site content can be arranged around focus areas that are intuitive, such as buildings, energy, waste, and transportation. We would provide information for each focus area in small, digestible chunks that include text and data visualizations. The site can provide a **location to update progress made** on implementation of measures identified in the plan, providing an **internal community accountability check**.

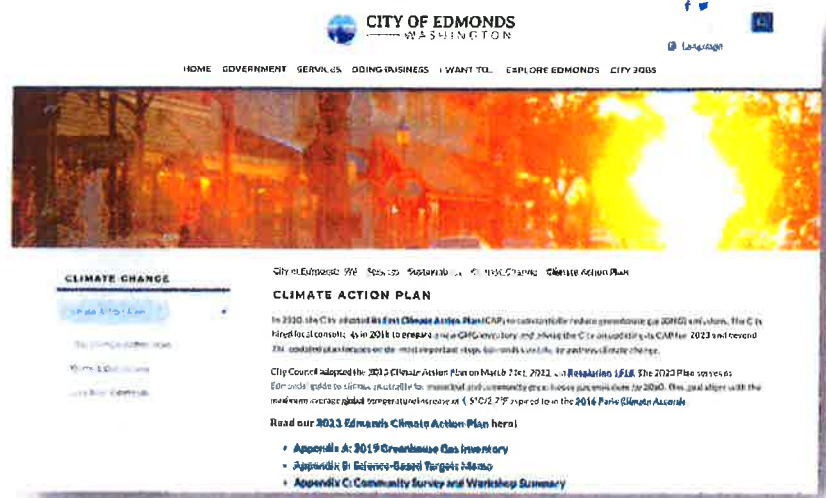


Figure 6. Cascadia developed a website for the Edmonds CAP to help track engagement, provide notice of public engagement events, and eventually to host the final plan.

3D. HMCR Committee Meetings

We will work with the County to form the HMCR Committee during **Phase 1D**. After the formation of the HMCR Committee, we plan to conduct **six (6) meetings—with at least two (2) in-person meetings and four (4) virtual meetings**—to coalesce around a shared vision and collaboratively identify, vet, and prioritize strategies to address hazard mitigation and climate resilience in Clallam County. Our facilitation approach is simple: treat all participants with respect, ensure that all voices—not just the loudest or most opinionated—are amplified and heard, value participants' time and input, and use humor and fun to lighten the mood and build rapport (see **Phase 1D** for our facilitation approach and philosophy).

We will give careful thought to the desired outcome of each meeting and ensure that we move conversations along to reach decision points in the allotted time. While the agenda for each meeting will be decided with the client team, we anticipate the meetings will align with the key phases of the planning process:

Meetings 1: Discovery & Visioning	Meetings 2-3: Risk Identification and Prioritization	Meetings 4-5: Measures and Strategies	Meeting 6: Final Review and Implementation
Objectives: Establish operating procedures, gain important background context, build a collective vision and goals for the Climate Element and MJHMP. <i>Alignment with Phase 1D.</i>	Objectives: Identify key climate risks, relevant agencies and partners that these changes will affect, and prioritize these risks to inform climate policies and hazard mitigation options. <i>Alignment with Phase 2B.</i>	Objectives: Center best practices, processes, and actions and design measures and strategies to include in the MJHMP and the Climate Element. <i>Alignment with Phase 4A and 4E.</i>	Objectives: Support the integration of the MJHMP and the Climate Element for seamless implementation following the adoption of these plans. <i>Alignment with Phase 4B and 4C.</i>

HAZARD MITIGATION PLAN UPDATE AND CLIMATE RESILIENCY PLAN

Phase 3 Deliverables:

- Up to three (3) hybrid (virtual + in-person) public meetings or focus groups
- Communications collateral—including press releases, public notices, and survey
- Website content development
- HMCR meetings (6 meetings with 10 members)

Phase 4: Vulnerability Assessment and Development of Climate Element and Hazard Mitigation Plan

4A. Characterizing Climate Vulnerability and Continuing to Develop Climate Element

Assessing Sensitivity and Adaptive Capacity to Inform Climate Vulnerability

Building on the hazard vulnerability assessment in Phase 2 **we will use the Climate Element Workbook and work with the County to determine a scale and approach to the vulnerability assessment that is appropriate for this project** and as it aligns with Commerce's Climate Element Guidance. To complete the climate vulnerability analysis, we will leverage Commerce's Guidance and other frameworks, such as the framework developed by the Climate Impacts Group (CIG) and King County, *Preparing for Climate Change – A Guidebook for Local, Regional, and State Governments*:

- **Step 1. Define Terms.** We will determine the scope of a vulnerability assessment and provide a brief overview of a vulnerability assessment and its components of exposure, sensitivity, and adaptive capacity. We will work with the County to agree upon definitions for high, medium, and low exposure, sensitivity, and adaptive capacity. These definitions will help us prioritize the most vulnerable sectors, resources, and communities. *These terms have already been defined in Commerce's Climate Element Guidance.*
- **Step 2. Exposure Analysis.** We will draw on the climate impacts summary in Phase 2 to identify known climate conditions that impose stresses on built, natural, and social systems. We will also use local information gathered in listening sessions and one-on-one meetings (described below) and review of County plans to determine which areas and assets are stressed by each climate condition (e.g., Island County's Comprehensive Plan, emergency management plan, and other relevant plans). *This step will have already been completed in Phase 2 of this project.*
- **Step 3. Sensitivity Analysis.** Through document review, listening sessions with relevant County staff and residents (described below), and the climate impacts summary, we will identify sectors, resources, and communities that are particularly susceptible to anticipated climate impacts. We will gather information about existing conditions and future conditions to evaluate relative sensitivity to climate stressors.
- **Step 4. Adaptive Capacity Analysis.** We will focus on the areas and sectors with the greatest exposure and sensitivity, as identified in steps 1 and 2, and assess their existing ability to adapt and their potential for becoming more resilient through improved management, policies, operations, or infrastructure. We will use the HMCR Committee and staff input (see below) to gather input on existing programs that help to build resilience and document gaps or impacts that are not adequately addressed with current programs.
- **Step 5. Vulnerability Assessment.** The final step brings the three separate analyses together. We will use a matrix to categorize sectors, resources, and communities by their vulnerability level (based on agreed-upon definitions from step 1) and identify the most vulnerable—that is, those with high exposure, high sensitivity, and low adaptive capacity.

Following the completion of these steps in the Climate Element Workbook, we will confirm key priorities with Clallam County and the HMCR Committee to develop key policies and strategies in the Climate Element and the MJHMP.

Developing Key Hazard Mitigation Strategies and Climate Element Policies

Following the characterization of climate vulnerability and determining a course of action, our team will develop climate change goals and policies for the Climate Element and hazard mitigation strategies for the MJHMP.

HAZARD MITIGATION PLAN UPDATE AND CLIMATE RESILIENCY PLAN

Michael Baker will lead the development of the hazard mitigation strategies and incorporate feedback from the previous tasks to update the MJHMP, including the gap analysis ([Phase 1B](#)), the hazard vulnerability and risk analysis ([Phase 2](#)), feedback gathered from the public meetings and surveys ([Phase 3](#)), the HMCR Committee ([Phase 3D](#)), and the final climate vulnerability characterization ([Phase 4A](#)). During this phase, the project team will outline the hazard mitigation strategy for the MJHMP. This strategy is the County's blueprint for reducing potential losses and is based largely on data in the risk assessment ([Phase 2](#)) and local stakeholder input ([Phase 3](#)). It will include capabilities, goals, objectives, and hazard mitigation action items. The existing hazard mitigation strategy from County's Plan will be reviewed for the development of this Plan. This process will also provide an evaluation and review of the County's pre- and post-disaster policies, programs, and capabilities related to hazard mitigation. During this phase, the project team will present a range of options of goals and actions aimed at reducing risks from the identified hazards. It is essential that members of the community are involved in this part of the Plan as these actions belong, first and foremost, to the public. All MJHMP updates will be prepared in accordance with the recent 2022 FEMA policy guidance.

Public Engagement During Strategy and Policy Development

During this phase of the project, Cascadia will implement aspects of the engagement strategy (developed in Phase 1A and outlined in Phase 3). As part of this, we will facilitate public meetings to ensure that the developed strategies and policies for the Climate Element and MJHMP align with community priorities – particularly the priorities from overburdened and frontline communities.

When developing climate change goals and policies to integrate in Clallam County's Comprehensive Plan, our team will ensure compliance with HB1181 by developing policies that equitably enhance resiliency to climate change impacts in Clallam County's communities and ecological systems. The goals and policies will prioritize actions that benefit underserved and vulnerable communities and lead to environmental justice outcomes, so that any disproportionate distributions of environmental benefits and burdens are addressed.

Climate Element Compliance

Our team has a strong comprehension of the new GMA Climate Element requirements (RCW 36.70A.070) that were amended under HB 1181. In 2022-23, Cascadia worked with the Department of Commerce to develop Washington's *Climate Element Planning Guidance*, which provides guidance for local governments on incorporating climate change into their comprehensive plans. Since early 2023, Cascadia has assisted cities and counties throughout WA in developing Climate Elements that comply with the new requirements and meet their unique climate challenges and communities.

The drafting and subsequent prioritization of resilience goals and policies will be a **collaborative and iterative process** with County staff and the HMCR—guided by community input from the public meetings and public survey—to ensure that recommended policies are considered credible and fair by a wide range of interests, especially overburdened communities. We will bring together the results of the community asset and climate impacts research ([Phase 2](#)), gap analysis and policy audit ([Phase 1B](#)), and vulnerability assessment ([Phase 4A](#)), along with priorities and concerns gleaned from internal and public engagement, to **identify an initial suite of climate change goals and policies** that address climate risks and hazards. We will draw from Clallam County's existing policies and Commerce's menu of measures or other high-performing strategies to fill in gaps and align policy options. We will then vet and prioritize policies based on additional feedback from staff, community, and the HMCR Committee as well as the results of our equity assessment. Early in policy development, it will be important to identify practical ways to mainstream climate resilience into existing processes across departments to support effective implementation.

New goals and policies will be **rooted in the best available science and scientifically credible climate projections and impact scenarios**. To ensure that goals and policies achieve environmental justice outcomes, as required in HB1181, we will **involve overburdened communities in the planning process throughout each phase of policy development** (see [Phase 3A](#) for additional details), documenting and incorporating their feedback. We will use an **equity assessment** to evaluate the potential impacts of all goals and policies in the Climate Resilience Sub-Element on people in overburdened communities;

HAZARD MITIGATION PLAN UPDATE AND CLIMATE RESILIENCY PLAN

our assessment approach assigns qualitative numerical scores to each evaluated policy based on a criteria matrix to ensure consistency in scoring throughout the evaluation. Findings will be summarized and provided to the County for feedback.

4B and 4C. Climate Element and Hazard Mitigation Plan Crosswalk

After incorporating feedback from the initial set of climate goals and policies and hazard mitigation strategies, our team will prepare drafts of the Climate Element and Hazard Mitigation Plan. Michael Baker will lead the preparation of the MJHMP and Annexes into an electronic administrative draft, which will include all required components, clearly responding to federal guidance for hazard mitigation plans and the state process for climate elements. Simultaneously, Cascadia will develop a Climate Element draft with the developed goals and policies. We anticipate that these drafts will undergo an additional round of public review, HMCR Committee review, and County review. During these drafts, our team will also crosswalk these drafts with FEMA Guidance (i.e., Hazard Mitigation Plan Review Tool [PRT]) and Commerce Guidance to ensure that these plans adhere to statutory requirements.

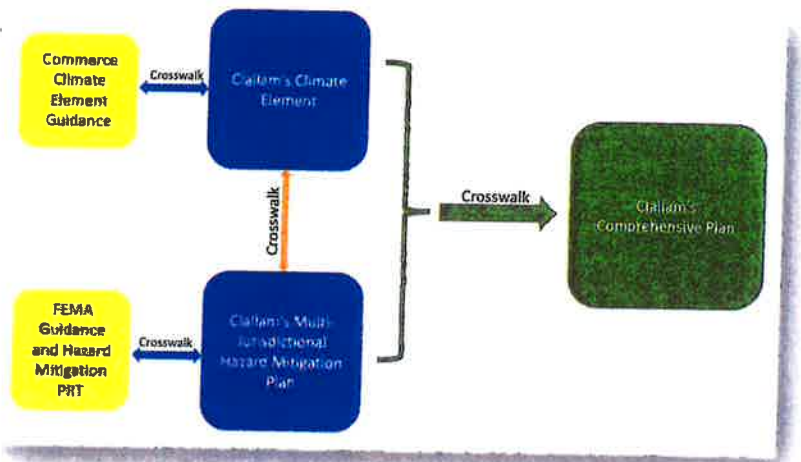


Figure 7. Conceptual framework to crosswalk the Climate Element and the MJHMP with each other and the overarching Comprehensive Plan.

We recognize that climate impacts will affect all sectors and that there is an opportunity to integrate goals and policies across other sections of Comprehensive Plan and ensure consistency across the MJHMP and the Climate Element. After the development of the draft MJHMP and the draft Climate Element, our team will conduct a crosswalk between the draft Climate Element and the draft MJHMP (Figure 7). This allows for each document to leverage the other, which can lead to multiple benefits including future funding opportunities and implementation coordination. Additionally, our Team is ready to work with the County's Comprehensive Planning Team to ensure seamless integration of the Climate Element and the MJHMP into other parts of the Comprehensive Plan, acknowledging the multi-sector impacts of climate change and hazards across multiple elements such as land use, recreation, and utilities.

Phase 4 Deliverables:

- Determine next steps in Climate Element workbook
- Create Climate Element Workbook Sheets which (1) Assess Sensitivity and Adaptive Capacity to Characterize Vulnerability and (2) Characterize Risk and Decide Course of Action
- Create Climate Element Workbook Sheets which will outline Climate Goals and Policies and identify Co-Benefits
- Draft MJHMP and Climate Element with completed workbook as Annex
- Create climate resilience goal and policy tables that crosswalks the Climate Element and the MJHMP
- FEMA Hazard Mitigation PRT

Phase 5: Adoption

We pride ourselves on distilling complex technical information into easy-to-understand, visually appealing reports. Cascadia's **internal quality control and design teams** will ensure that all project materials—and ultimately any final plans—are not just clear and concise, but **engaging and inspiring**, too. Following the review of the draft MJHMP, Climate Workbook, and Climate Element, our team will update all the drafts into a final plan, which will include a **final MJHMP with a completed Climate Workbook as an Annex**, and a **final Climate Element**. At the kick-off meeting, we will work with

HAZARD MITIGATION PLAN UPDATE AND CLIMATE RESILIENCY PLAN

Clallam County to envision the format, objectives, and audience for the final deliverables. While we anticipate the Hazard Mitigation Plan and the Climate Element to be two distinct documents, we will make each plan **clear, concise, and visually engaging document**. While the exact layout of the plan will be subject to input from the client team, we anticipate it including the following key elements:

- **Executive summary:** A compendium of key plan elements, including vision, goals/targets, and strategies and actions.
- **Introduction and background:** This will describe the legislative background, historical context of climate planning in Clallam County, and opportunities for hazard mitigation planning and climate resiliency in Clallam County. This will explain the importance of the MJHMP and the Climate Element and how it was developed, summarize community engagement efforts.
- **Vision, goals, and KPIs:** This component will frame the document with the vision, goals, and key metrics of success for achieving those goals.
- **Strategies and actions:** We will describe overarching hazard mitigation strategies and climate change policies, including top priorities for the community as gathered through engagement efforts.
- **Appendices and/or Annexes:** In essence, we provide appendices to “show our work”. Appendices for the MJHMP can include the Climate Workbook, engagement summaries, and additional implementation considerations. Appendices for the Climate Element can also include our policy audit and gap analysis and additional climate vulnerability maps and information that provides the scientific basis for the Climate Element.

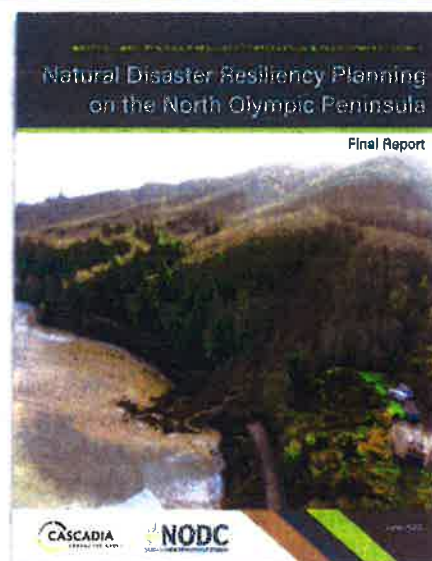


Figure 8. Cover of a Natural Disaster Resiliency Project, led by Cascadia in conjunction with NODC.

Following the finalization of the plan, our team will submit the updated MJHMP and PRT to Washington EMD electronically. We will work with the County to address any comments or questions from Washington EMD before the MJHMP is submitted to FEMA for formal review. If any comments are provided by FEMA, we will revise the MJHMP prior to local adoption by Clallam County and participating jurisdictions. In the past, we have completed plans that did not require revisions or required only minor revisions by FEMA prior to adoption, which is our goal for the Clallam County MJHMP. If revisions are necessary, we will work with Washington EMD and FEMA and perform all necessary follow-up tasks to ensure an "approvable pending adoption" (APA) determination.

Once the MJHMP has received an APA determination, our team will assist with presenting the final MJHMP to the Board of County Commissioners for adoption. As required by FEMA, the Clallam County Board of Commissioners and decision-making bodies of participating jurisdictions must formally adopt the MJHMP by resolution within one calendar year of receipt of FEMA APA designation. Our team will also provide draft language to support participating jurisdictions in adopting the MJHMP by resolution. After Clallam County and all participating jurisdictions adopt the MJHMP by resolution, Michael Baker will submit the final MJHMP to FEMA for final approval.

Phase 5 Deliverables:

- Final MJHMP, with a completed Climate Element Workbook as an Annex
- Hazard Mitigation Plan Update Adoption
- Completed climate resilience goals and policies via a final Climate Element

Phase 6: Project Management

Communication is a vital component of our commitment to quality. Clear, respectful, and proactive communication—both with our clients and with the constituents they serve—sets the basis for a successful project by making sure all stakeholders share the same understanding of a project’s purpose, goals, and roadmap. We always propose a **collaborative kick-off meeting with the client team and full consultant team**, at the start of any project. This helps ensure alignment from the project outset, establishes key team touchpoints along the way, defines roles and responsibilities, and sets the communication norms and frequency for coordinating and communicating as a team throughout the course of the project. The kickoff meeting will culminate in a detailed **project workplan and timeline** including key project milestones, outlined in **Smartsheet**, which our team will use to track the project’s progress and upcoming key decision-points for the work group, to adaptively manage any challenges that arise. These deliverable updates will be included in each monthly report.

Following the kick-off meeting, our Project Manager will communicate regularly with client staff to ensure that work progresses according to the agreed-upon timeline and quality standards. Focusing on clear and consistent communication enables us to adaptively manage our work along the way, pivoting quickly to **adjust to new project goals or navigate unforeseen challenges**. We are adept at collaborating with key staff and stakeholders in between meetings—such as ensuring folks follow through on action items or discussing potential sticking points to move to a consensus decision—to ensure that we are synced with the project team before meetings, have a clear plan for each meeting, and effectively utilize our time in meetings with the full work group.

Our Project Manager—Dr. Mary Ann Rozance—will also be available for check-in calls to have clear and consistent communication on progress. We typically recommend holding bi-weekly check-in meetings, but we will be flexible in increasing or decreasing the frequency of these meetings to match the workflow and need. We’ll hold these check-ins by phone or using whichever virtual meeting platform you prefer. We have strategically **chosen a project manager and deputy project manager structure** for this project to ensure that the client has constant, reliable, ready access to the consultant team, and that we can proactively manage the project to monitor, anticipate, and address issues early.

Phase 6 Deliverables:

- Bi-weekly check-in calls
- Monthly invoices, progress reports, and updates to project workplan

Projected Costs and Proposed Services

Our total **proposed budget for this project is \$369,535** inclusive of expenses. We've outlined the cost breakdown in the tables below and are happy to adjust the budget as needed to meet Clallam County's needs and priorities. We also recognize that Clallam County has been awarded a total of \$380,000 and are happy to discuss areas where we could bolster our activities—such as conducting additional engagement activities—during the contracting process.

Phase	Est. Hours	Cost
Phase 1. Project Initiation, Gap Analysis, Coordination, and Initial Recommendations	254	\$44,920
Phase 2. Design Updated HMP and Climate Element	552	\$109,290
Phase 3. Public Engagement	424	\$76,640
<i>Travel Expenses for In-person Engagement</i>	N/A	\$5,000
Phase 4. Vulnerability Assessment and Development of Climate Element and HMP	455	\$83,475
Phase 5. HMP and Climate Element Adoption	130	\$26,900
<i>Travel Expenses for Adoption Meetings and Presentations</i>	N/A	\$2,500
Phase 6. Project Management	102	\$20,710
Total	1,917	\$369,535

Key Staff	Hourly Rate	Est. Hours	Cost
Mary Ann Rozance	\$210	290	\$60,900
Kristina Zeynalova	\$175	293	\$51,275
Alyssa Rodriguez	\$155	146	\$22,630
Laura Baetscher	\$165	220	\$36,300
Mike Chang	\$235	104	\$24,440
David Reel	\$225*	112*	\$25,200*
Noelle Anderson	\$225*	112*	\$25,200*
Chelsea Kahn	\$225*	112*	\$25,200*
Michael Yaffe	\$225*	112*	\$25,200*
Jim Buck	\$225	92	\$20,700
Project Support	\$135	314	\$42,390
Graphics Support	\$260	10	\$2,600

* calculated using a blended rate



a

AGENDA ITEM SUMMARY

FEB 05 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: DCD

WORK SESSION ☒ Meeting Date: 02/05/2024

REGULAR AGENDA ☒ Meeting Date: 02/13/2024

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 334.23.002 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This is an amendment to the onetime (OTGP-2023-CLCoCD-00003) 2023 NOAA Congressionally Directed Spending funding being administered through WA Ecology Northwest Straits Marine Conservation Initiative FY22. Clallam County Marine Resource Committee (MRC) along with Jamestown S'Klallam Tribe will enhance substrate for recruitment of the Olympia oyster populations in Sequim Bay by placing shell on tidelands located at Jamestown S'Klallam Tribal Tidelands near Sequim, WA. Clallam County MRC and Jamestown S'Klallam Tribe have been working together to restore Olympia oysters on approximately two acres of current restoration area and one acre of new restoration area. The overall goal of this project is to expand the Olympia oyster populations in Sequim Bay, WA.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☒ No budgetary impact

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please sign the contract on DocuSign. A DocuSign link will be sent to commissioner French. The Department of Ecology does not want a signature on paper.

County Official signature & print name:

Bruce W. Emery, Bruce Emery

Name of Employee/Stakeholder attending meeting: _Rebecca Mahan_

Relevant Departments:

DCD

Date submitted: 01/31/2024

* Work Session Meeting - Submit 1 single sided/not stapled copy

Agenda Item Summary Olympia oyster CDS1-31-24 00003

** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256



**AMENDMENT NO. 1
TO AGREEMENT NO. OTGP-2023-CICoCD-00003
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
Clallam County**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Clallam County (RECIPIENT) for the Clallam County Marine Resources Committee Projects (PROJECT).

The purpose of this amendment is to change the end date of the agreement from December 31, 2023 to December 31, 2024. The extension is needed for the RECIPIENT to have more time to complete the scope of work and reporting in Tasks 1 and 2 as follows:

Task 1. Project Administration and Management: The Recipient Close Out Report (RCOR) will be submitted at the end of the grant period.

Task 2. Olympia Oyster Restoration: The extension is needed for Task 2 to allow the project permits that were issued too late in 2023 to be completed in 2024. This is required for Olympia oyster substrate enhancement.

The associated final report due dates are also changed as follows:

Task 1:

Deliverable 1.2. Recipient Closeout Report: December 31, 2024.

Task 2:

Deliverable 2.3. Final Project Report: December 31, 2024.

All other deliverables remain the same.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Expiration Date:

Original: 12/31/2023 Amended: 12/31/2024

CHANGES TO THE BUDGET

Funding Distribution EG230118

Funding Title: 2023 NOAA Congressionally Directed Spending
 Funding Type: Grant
 Funding Effective Date: 01/01/2023 Funding Expiration Date: 12/31/2024
 Funding Source:

Title: WA ECY Northwest Straits Marine Conservation Initiative FY22
 Fund: FD
 Type: Federal
 Funding Source %: 100%
 Description: This award number NA22NMF4690358, to ECOLOGY, WASHINGTON STATE DEPARTMENT OF, supports the work described in the Recipient's proposal entitled, "WA ECY Northwest Straits Marine Conservation Initiative FY22" dated 06/24/2022, which is incorporated into the award by reference.

Federal Awarding Agency: NOAA
 Federal Awarding Agency Contact: Desmond Gelman
 Federal Awarding Agency Phone: (503) 530-0274
 Federal Awarding Agency Email: desmond.gelman@noaa.gov
 Federal Awarding Agency Address: NMFS West Coast Regional Office (WCRO) 1201 Northeast Lloyd Boulevard, Suite 1100 Portland OR 97232
 CFDA Catalog Name: Congressionally Identified Awards and Projects

CFDA Number: 11.469
 FAIN: NA22NMF4690358
 Research Grant: No
 Federal Award Date: 7/15/2022
 Total Federal Award Amount: \$3,000,000.00
 Federal Funds Obligated To Recipient: \$96,650.00

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

2023 NOAA Congressionally Directed Spending	Task Total
1. Project Administration and Management	\$ 2,650.00
2. Olympia Oyster Restoration	\$ 94,000.00

Total: \$ 96,650.00

CHANGES TO SCOPE OF WORK

Task Number: 2 Task Cost: \$94,000.00

Task Title: 2. Olympia Oyster Restoration

Task Description:

The RECIPIENT will collaborate with the Jamestown S'Klallam Tribe to develop a shell placement plan based on population assessment data, local knowledge, and recruitment data. The RECIPIENT will place a total of 200 cubic yards of shells in locations know to be successful for recruitment or ideal habitat.

The shell placement plan will be formulated based on six years of population assessments; a three-year recruitment study, that illustrates spatially how Olympia oysters have recruited outside of the three existing restoration sites, and local knowledge of the site. This data set will be used to determine where shells will be added outside the current three restoration sites, and GIS will be used to pinpoint specific spots for shell placement.

Placement of Pacific oyster shells will include field operations, with blank shell transferred onto a landing craft and positioned at pre-determined GPS locations. Shell bags will be placed by landing craft at high tide to be accessed at low tide for spreading shells by hand.

Task Goal Statement:

The goal of this project is to provide additional substrate for Olympia oyster recruitment through habitat enhancement using blank pacific oyster shells.

Task Expected Outcome:

Shells on the beach will naturally condition for the settlement of oysters. In subsequent years, monitoring will be conducted to determine whether Olympia oysters are settling on the new substrate.

Recipient Task Coordinator: Chris Burns

Deliverables

Number	Description	Due Date
2.1	Quarterly progress reports. Upload in EAGL and notify ECOLOGY Project Manager.	
2.2	Shell placement plan. Upload in EAGL and notify ECOLOGY Project Manager.	07/07/2023
2.3	Final project report. Upload in EAGL and notify ECOLOGY Project Manager.	12/31/2024

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023 NOAA Congressionally Directed Spending	0 %	\$ 0.00	\$ 96,650.00	\$ 96,650.00
Total		\$ 0.00	\$ 96,650.00	\$ 96,650.00

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 12/31/2023.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

Clallam County

By: _____

Joenne McGerr

Date

Shorelands

Program Manager

By: _____

Mike W French

Date

Commissioner

Template Approved to Form by
Attorney General's Office


Approved as to form
Deputy Prosecuting Attorney

Original Agreement OTGP-2023-CLCoCD-00003



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. OTGP-2023-CICoCD-00003

ONE TIME GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Clallam County, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Clallam County Marine Resources Committee Projects
Total Cost:	\$96,650.00
Total Eligible Cost:	\$96,650.00
Ecology Share:	\$96,650.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/01/2023
The Expiration Date of this Agreement is no later than:	12/31/2023
Project Type:	Ecology Grant

Project Short Description:

Clallam County Marine Resources Committee (MRC) (RECIPIENT) will enhance substrate for recruitment of the Olympia oyster populations in Sequim Bay by placing shell on tidelands located at Jamestown S’Klallam Tribal Tidelands near Sequim, Washington.

Project Long Description:

The RECIPIENT and Jamestown S’Klallam Tribe are working together to restore Olympia oysters on approximately two acres of current restoration area and one acre of new restoration area. This new area will be based on the current spatial distribution of oyster recruitment throughout the tideland or area that has good habitat.

Overall Goal:

The goal of this project is to expand the Olympia oyster populations in Sequim Bay, Washington.

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

RECIPIENT INFORMATION

Organization Name: Clallam County

Federal Tax ID: 91-6001298

Mailing Address: 223 East 4th Street
Port Angeles, WA 98362

Physical Address: 223 East 4th St, Suite 6
Port Angeles, Washington 98362

Organization Fax: (360) 417-2513

Contacts

Agreement No:

OTGP-2023-CICoCD-00003

Project Title:

Clallam County Marine Resources Committee Projects

Recipient Name:

Clallam County

Project Manager	Rebecca Mahan MRC Coordinator 223 East 4th Street Suite 5 Port Angeles, Washington 98362 Email: rebecca.mahan@clallamcountywa.gov Phone: (360) 417-2322
Billing Contact	Lori Kennedy 223 E. 4th Street, Suite 5 Port Angeles, Washington 98362 Email: lkennedy@co.clallam.wa.us Phone: (360) 417-2354
Authorized Signatory	Mark Ozias Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mozias@co.clallam.wa.us Phone: (360) 417-2000

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Sasha Horst Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: horst@nwstraits.org Phone: (360) 428-1084
Financial Manager	Cindy James PO Box 47600 Olympia, Washington 98504-7600 Email: cjam461@ecy.wa.gov Phone: (360) 280-8645
Technical Advisor	Dana Oster Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: DAOS461@ecy.wa.gov Phone: (360) 428-1043

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

Clallam County

DocuSigned by:
By: Joanne McGerr 1/18/2023
131D85B1CAF841B...

DocuSigned by:
By: Mark Ozias 1/17/2023
594797308B0447A...

Joanne McGerr
Shorelands
Program Manager
Date

Mark Ozias
Commissioner
Date

Template Approved to Form by
Attorney General's Office

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

SCOPE OF WORK

Task Number: 1 Task Cost: \$2,650.00

Task Title: 1. Project Administration and Management

Task Description:

A. The RECIPIENT shall provide necessary project oversight and coordination to complete the scope of work in compliance with this ECOLOGY grant agreement, which includes project coordination, administration, and management.

B. The RECIPIENT shall conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

C. The RECIPIENT shall submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; submit ECOLOGY-approved deliverables; and submit the RECIPIENT Close Out Report (RCOR) by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant administration requirements.

Task Expected Outcome:

Properly maintained grant project documentation. Timely and complete submittal of quarterly Payment Requests / Progress Reports (PRPRs), grant deliverables, and the RECIPIENT Close Out Report (RCOR).

Recipient Task Coordinator: Rebecca Mahan**1. Project Administration and Management****Deliverables**

Number	Description	Due Date
1.1	Quarterly Payment Requests / Progress Reports. Upload in EAGL and notify ECOLOGY Project Manager.	
1.2	Recipient Close Out Report (RCOR). Complete in EAGL and notify ECOLOGY Project Manager.	12/31/2023

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

SCOPE OF WORKTask Number: 2 **Task Cost:** \$94,000.00

Task Title: 2. Olympia Oyster Restoration

Task Description:

The RECIPIENT will collaborate with the Jamestown S'Klallam Tribe to develop a shell placement plan based on population assessment data, local knowledge, and recruitment data. The RECIPIENT will place a total of 200 cubic yards of shells in locations know to be successful for recruitment or ideal habitat.

The shell placement plan will be formulated based on six years of population assessments; a three-year recruitment study, that illustrates spatially how Olympia oysters have recruited outside of the three existing restoration sites, and local knowledge of the site. This data set will be used to determine where shells will be added outside the current three restoration sites, and GIS will be used to pinpoint specific spots for shell placement.

Placement of Pacific oyster shells will include field operations, with blank shell transferred onto a landing craft and positioned at pre-determined GPS locations. Shell bags will be placed by landing craft at high tide to be accessed at low tide for spreading shells by hand.

Task Goal Statement:

The goal of this project is to provide additional substrate for Olympia oyster recruitment through habitat enhancement using blank pacific oyster shells.

Task Expected Outcome:

Shells on the beach will naturally condition for the settlement of oysters. In subsequent years, monitoring will be conducted to determine whether Olympia oysters are settling on the new substrate.

Recipient Task Coordinator: Chris Burns**2. Olympia Oyster Restoration****Deliverables**

Number	Description	Due Date
2.1	Quarterly progress reports. Upload in EAGL and notify ECOLOGY Project Manager.	
2.2	Shell placement plan. Upload in EAGL and notify ECOLOGY Project Manager.	07/07/2023
2.3	Final project report. Upload in EAGL and notify ECOLOGY Project Manager.	12/29/2023

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

BUDGET**Funding Distribution EG230118**

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: 2023 NOAA Congressionally Directed Spendi Funding Type: Grant
 Funding Effective Date: 01/01/2023 Funding Expiration Date: 12/31/2023

Funding Source:

Title: WA ECY Northwest Straits Marine Conservation Initiative FY22

Fund: FD

Type: Federal

Funding Source %: 100%

Description: This award number NA22NMF4690358, to ECOLOGY, WASHINGTON STATE DEPARTMENT OF, supports the work described in the Recipient's proposal entitled, "WA ECY Northwest Straits Marine Conservation Initiative FY22" dated 06/24/2022, which is incorporated into the award by reference.

Federal Awarding Agency: NOAA
 Federal Awarding Agency Contact: Desmond Gelman
 Federal Awarding Agency Phone: (503) 530-0274
 Federal Awarding Agency Email: desmond.gelman@noaa.gov
 Federal Awarding Agency Address: NMFS West Coast Regional Office (WCRO) 1201 Northeast Lloyd Boulevard, Suite 1100 Portland OR 97232
 CFDA Catalog Name: Congressionally Identified Awards and Projects

CFDA Number: 11.469
 FAIN: NA22NMF4690358
 Research Grant: No
 Federal Award Date: 7/15/2022
 Total Federal Award Amount: \$3,000,000.00
 Federal Funds Obligated To Recipient: \$96,650.00

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003
Project Title: Clallam County Marine Resources Committee Projects
Recipient Name: Clallam County

2023 NOAA Congressionally Directed Spending	Task Total
1. Project Administration and Management	\$ 2,650.00
2. Olympia Oyster Restoration	\$ 94,000.00

Total: \$ 96,650.00

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023 NOAA Congressionally Directed Spending	0.00 %	\$ 0.00	\$ 96,650.00	\$ 96,650.00
Total		\$ 0.00	\$ 96,650.00	\$ 96,650.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration (NOAA) Financial Assistance Awards

I. Scientific Integrity**A. General Guidelines**

1. Maintaining Integrity. The non-Federal entity shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

2. Peer Review. The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the non-Federal entity and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

4. Primary Responsibility. The non-Federal entity shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the non-Federal entity shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

By executing this grant, financial assistance award, or cooperative agreement the non-Federal entity provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

5. The non-Federal entity shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. Initiating Investigation. If the non-Federal entity or subrecipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants officer and, unless otherwise instructed, the non-Federal entity or subrecipient shall:

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

- a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.
 - b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.
2. Finalizing Investigation. When the investigation is complete, the non-Federal entity shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the non-Federal entity adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the non-Federal entity finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

- a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and
- b. Coordinate remedial action with the grants officer.

II. Data Sharing Directive

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at <https://nosc.noaa.gov/EDMC/PD.DSP.php>.

1. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.
2. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
3. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
4. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
5. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition,

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.

6. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

7. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

III. Audit Findings Follow-up and Corrective Action

In accordance with 2 C.F.R. §200.511 and the Commerce Terms, an auditee is responsible for follow-up and corrective action on all audit findings. For information on the summary of prior year audit findings and the corrective action plan, please also refer to §200.511(b) (1) (2), and (3) (i) (ii) (iii), and refer to §200.516 Audit findings, paragraph (c).

Paragraph (c) Corrective action plan of 2 C.F.R. §200.511 Audit Findings Follow-up, further states that at the completion of the audit, the auditee must prepare a corrective action plan to address each audit finding included in the current year auditor's reports. As defined in 2 CFR Part 200, a corrective action means action taken by the auditee that: (a) Corrects identified deficiencies; (b) Produces recommended improvements; or (c) Demonstrates that audit findings are either invalid or do not warrant auditee action. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

NOAA as the cognizant, oversight, or Federal awarding agency of the auditee is responsible for follow-up on audit findings to ensure that the auditee takes appropriate and timely corrective action. As part of audit follow-up, NOAA must: (i) issue a management decision as prescribed in §200.521 Management decision; and (ii) monitor the recipient taking appropriate and timely corrective action. For additional information on applicable Federal agency responsibilities of NOAA for follow-up with corrective actions, see §200.513 Responsibilities.

IV. Audit Resolution

Recipients that expend \$750,000 or more in Federal funds during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with §200.501. As provided in §200.513, a Federal awarding agency is responsible for issuing a management decision for findings that relate to Federal awards it makes to recipients.

As further prescribed in DOC's Departmental Administrative Order (DAO) 213-5 and 2 C.F.R. Part 200 Subpart F, Department and operating unit personnel shall act promptly to resolve both the financial and nonfinancial issues identified in an audit report. Comments, arguments, and evidence (if any) submitted by the auditee and the operating unit shall be considered in resolving the findings. A DOC decision on the resolution of audit findings and recommendations will be made in accordance with the procedures and within the specified time frames identified in DAO 213-5.

The audit action official shall issue the Management Decision and Audit Resolution Determination. The Management Decision and Audit Resolution Determination will be maintained in the official grant file and a copy will be forwarded to the Program Officer.

Recipients are afforded the opportunity to appeal the Audit Resolution Determination. The appeal process is the last opportunity for auditees to provide evidence to support their disputes. NOAA will not accept any submission from a recipient regarding an appeal after the established deadline, unless requested by the Grants Officer, the Office of Inspector General, or the Office of

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

the General Counsel.

After the Department renders a decision on an appeal, there are no other administrative appeals available.

An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due to DOC.

Recipients are responsible for the repayment of audit-related debts and for the collection of audit-related debts from their sub recipients where an audit has determined funds are owed. This does not relieve the recipient of liability for the debt.

Department of Commerce Financial Assistance Standard Terms and Conditions

This sets out the standard terms and conditions (ST&Cs) applicable to this U.S. Department of Commerce (DOC or Commerce) financial assistance award (hereinafter referred to as the DOC ST&Cs or Standard Terms). A non-Federal entity receiving a DOC financial assistance award must comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), provisions of these Standard Terms, and any other terms and conditions incorporated into this DOC financial assistance award. In addition, unless otherwise provided by the terms and conditions of this DOC financial assistance award, Subparts A through E of 2 C.F.R. Part 200 and the Standard Terms are applicable to for-profit entities, foreign public entities and to foreign organizations that carry out a DOC financial assistance award.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: federal laws and regulations, applicable notices published in the Federal Register, E.O.s, OMB circulars, DOC ST&Cs, agency standard award conditions (if any), and specific award conditions. A specific award condition may amend or take precedence over a Standard Term on a case-by-case basis, when indicated by the specific award condition.

Some of the Standard Terms herein contain, by reference or substance, a summary of the pertinent statutes, regulations published in the Federal Register or Code of Federal Regulations (C.F.R.), E.O.s, OMB circulars, or the certifications and assurances provided by applicants through Standard Forms (e.g., SF-424s) or through DOC forms (e.g. Form CD-511). To the extent that it is a summary, such Standard Term provision is not in derogation of, or an amendment to, any such statute, regulation, E.O., OMB circular, certification, or assurance.

A. PROGRAMMATIC REQUIREMENTS

.01 Other Federal Awards with Similar Programmatic Activities

The recipient must immediately provide written notification to the Grants Officer if, subsequent to receipt of the award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC award. DOC will not pay for costs that are funded by other sources.

.02 Disclaimer Provisions

The United States expressly disclaims all responsibility or liability to the non-Federal entity or third persons (including but not limited to contractors) for the actions of the non-Federal entity or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any subaward, contract, or subcontract under this award.

The acceptance of this award or any subaward by the non-Federal entity does not in any way constitute an agency relationship between the United States and the non-Federal entity or the non-Federal entity's contractors or subcontractors.

B. FINANCIAL REQUIREMENTS

.01 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a) (Financial Management), each State must expend and account for the Federal award in accordance with State laws and procedures for expending and accounting for the State's own funds. In addition, the State's and any other non-Federal entity's financial management systems, including records documenting compliance with

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with Federal statutes, regulations, and the terms and conditions applicable to the Federal award. See also 2 C.F.R. § 200.450 (Lobbying) for additional management requirements to verify that Federal funds are not used for unallowable lobbying costs.

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b). See also 2 C.F.R. §§ 200.334 (Retention requirements for records); 200.335 (Requests for transfer of records); 200.336 (Methods for collection, transmission and storage of information); 200.337 (Access to records); and 200.338 (Restrictions on public access to records).

.02 Indirect or Facilities and Administrative Costs

a. Indirect costs (or facilities and administration costs (F&A)) for major institutions of higher education and major nonprofit organizations can generally be defined as costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Indirect costs will not be allowable charges against an award unless permitted under the award and specifically included as a line item in the award's approved budget.

b. Unrecovered indirect costs, including unrecovered indirect costs on cost sharing or matching, may be included as part of cost sharing or matching as allowed under 2 C.F.R. § 200.306(c) (Cost sharing or matching) or the terms and conditions of a DOC award.

c. Cognizant Agency for Indirect (F&A) Costs. OMB established the cognizant agency concept, under which a single agency represents all others in dealing with non-Federal entities in common areas. The cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. In accordance with Appendices III – VII to 2 C.F.R. Part 200 the cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates.

d. If the recipient fails to submit required documentation to DOC within 90 calendar days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the recipient's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

e. The maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient is the lesser of:

1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or
2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by the cognizant agency for indirect costs and applicable to the period in which the cost was incurred, in accordance with 2 C.F.R. 200 Appendix III, C.7, provided that the rate is approved on or before the award end date.

f. In accordance with 2 CFR § 200.414(c)(3), DOC set forth policies, procedures, and general decision-making criteria for deviations from negotiated indirect cost rates. These policies and procedures are applicable to all Federal financial assistance programs awarded and administered by DOC bureaus as Federal awarding agencies and may be found at http://www.osec.doc.gov/oam/grants_management/policy/documents/FAM%202015-02.pdf.

g. In accordance with 2 CFR § 200.414(g), any non-Federal entity that has a negotiated indirect cost rate may apply to the entity's cognizant agency for indirect costs for a one-time extension of a currently negotiated indirect cost rate for a period of up to four years, reducing the frequency of rate calculations and negotiations between an institution and its cognizant agency.

h. In accordance with 2 CFR § 200.414(f), any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in paragraph D.1.b of Appendix VII to 2 CFR Part 200, may elect to charge a de minimis rate of 10 percent of modified total direct costs. No documentation is required to justify the 10 percent de minimis indirect cost rate.

C. PROPERTY STANDARDS

.01 Standards

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

Each non-Federal entity must comply with the Property Standards set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship).

.02 Intellectual Property Rights

a. General. The rights to any work or other intangible property produced or acquired under a Federal award are determined by 2 C.F.R. § 200.315 (Intangible property). The non-Federal entity owns any work produced or purchased under a Federal award subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes.

b. A non-Federal entity may copyright any work produced under a Federal award, subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work, or authorize others to do so for Government purposes. Works jointly authored by DOC and non-Federal entity employees may be copyrighted, but only the part of such works authored by the non-Federal entity is protectable in the United States because, under 17 U.S.C. § 105, copyright protection is not available within the United States for any work of the United States Government. On occasion and as permitted under 17 U.S.C. § 105, DOC may require the non-Federal entity to transfer to DOC a copyright in a particular work for Government purposes or when DOC is undertaking primary dissemination of the work.

c. Freedom of Information Act (FOIA). In response to a FOIA request for research data relating to published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the DOC will request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA.

D. OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARD AND PROCUREMENT ACTIONS

.01 Nonprocurement Debarment and Suspension

Non-Federal entities must comply with the provisions of 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which set forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

.02 Requirements for Subawards

a. The recipient or pass-through entity must require all subrecipients, including lower tier subrecipients, to comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth herein. See 2 C.F.R. § 200.101(b)(2) (Applicability to different types of Federal awards), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§ 200.331-333 (Subrecipient monitoring and management).

b. The recipient or pass through entity may have more restrictive policies for the RTC waived prior approvals (no-cost extensions, re-budgeting, etc.) for their subaward recipients. Such restrictive policies must be addressed in their subaward agreements and in accordance with §200.331.

.03 Requirements for Procurements

Other Non-Federal Entities. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. §§ 200.318 (General procurement standards) through 200.327 (Contract provisions) which include the requirement that non-Federal entities maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

.04 Whistleblower Protections

This award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information), which generally provide that an employee or contractor (including

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

- a. A Member of Congress or a representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court or grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

E. NATIONAL POLICY REQUIREMENTS

.01 Environmental Requirements

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non-Federal entity must comply with all environmental standards, to include those prescribed under the following statutes and E.O.s and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

- a. The National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.)
- b. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)
- c. Clean Air Act (42 U.S.C. §§ 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
- d. The Endangered Species Act (16 U.S.C. §§ 1531 et seq.)
- e. The Coastal Zone Management Act (16 U.S.C. §§ 1451 et seq.)
- f. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f et seq.)
- g. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.)
- h. Executive Order 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations")
- i. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
- j. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)
- k. Rivers and Harbors Act (33 U.S.C. § 407)
- l. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order 13186 (Responsibilities of Federal Agencies to Protect Migratory Birds, January 10, 2001)
- m. Executive Order 13112 (Invasive Species, February 3, 1999)
- n. Fish and Wildlife Coordination Act (16 U.S.C. § 661 et seq.)

.02 OTHER NATIONAL POLICY REQUIREMENTS

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

a. Criminal and Prohibited Activities

1. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq.), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).
2. The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States must be subject to imprisonment of not more than five years and must be subject to a fine in the amount provided by 18 U.S.C. § 287.
3. The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.
4. The Copeland Anti-Kickback Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland Anti-Kickback Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.
5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and implementing regulations issued at 15 C.F.R. Part 11, which provides for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
6. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.
7. To ensure compliance with Federal law pertaining to financial assistance awards, an authorized representative of a non-Federal entity may be required to periodically provide certain certifications to the DOC regarding Federal felony and Federal criminal tax convictions, unpaid federal tax assessments, delinquent Federal tax returns and such other certifications that may be required by Federal law.

b. Drug-Free Workplace

The non-Federal entity must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 C.F.R. Part 1329 (Requirements for Drug-Free Workplace (Financial Assistance)), which require that the non-Federal entity take certain actions to provide a drug-free workplace.

c. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies

1. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy may prohibit the acceptance of gifts, including travel payments for federal employees, from non-Federal entities regardless of the source. Therefore, before award funds may be used by Federal employees, non-Federal entities must submit requests for approval of such action to the Federal Program Officer who must review and make a recommendation to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing (generally through the recipient) of the final determination.
2. A non-Federal entity or its contractor may not issue a subaward, contract or subcontract of any part of a DOC award to any agency or employee of DOC or to other Federal employee, department, agency, or instrumentality, without the advance prior written approval of the DOC Grants Officer.

d. Management and Access to Data and Publications

1. In General. The recipient acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by recipients, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs. For this purpose, recipient information and data may be accessed, reviewed and evaluated by DOC employees, other Federal employees, Federal agents and contractors, and/or by non-Federal personnel, all of who enter into appropriate or are otherwise subject to confidentiality and nondisclosure agreements covering the use of such information. Recipients are expected to support program reviews and

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with DOC and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), recipients are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained relating to a DOC financial assistance award.

2. Scientific Data. Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

3. Publications, Videos, and Acknowledgment of Sponsorship.

i. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to federally-funded projects (e.g., scientific research). Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

ii. Non-Federal entities may be required to submit a copy of any publication materials, including but not limited to print, recorded, or Internet materials, to the funding agency.

iii. When releasing information related to a funded project, non-Federal entities must include a statement that the project or effort undertaken was or is sponsored by DOC and must also include the applicable financial assistance award number.

iv. Non-Federal entities are responsible for assuring that every publication of material based on, developed under, or otherwise produced pursuant to a DOC financial assistance award contains the following disclaimer or other disclaimer approved by the Grants Officer:

This [report/video/etc.] was prepared by [recipient name] using Federal funds under award NA22NMF4690358 from National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce.

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#) [\(<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>\)](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) [\(<https://sam.gov/SAM>\)](https://sam.gov/SAM) exclusion list.

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement 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.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

State of Washington Department of Ecology

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



10

AGENDA ITEM SUMMARY

FEB 05 2024

(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC

WORK SESSION ☒ **Meeting Date: 2/5/24**

REGULAR AGENDA ☒ **Meeting Date: 2/13/24**

Item summary:

- | | | |
|--|--|--------------------------------------|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☒ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Clallam Bay/Seki Community Action Team due to the expiration of a term.

A press release was issued during the month of November 2023 soliciting applications from interested citizens. One application was received.

The District III Commissioner, Mike French endorses the appointment of Pamela Hicks to the Clallam Bay/Seki Community Action Team.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign a resolution to appoint.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 1-29-24

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



RESOLUTION _____, 2024

APPOINTING A MEMBER TO THE
CLALLAM BAY/SEKIU COMMUNITY ACTION TEAM

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Clallam Bay/Sekiu Community Action Team due to the expiration of a term.
2. A press release was issued during the month of November 2023 soliciting applications from interested citizens. One application was received.
3. The District III Commissioner, Mike French endorses the appointment of Pamela Hicks to the Clallam Bay/Sekiu Community Action Team.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. **Pamela Hicks** is appointed as an At-large representative for a term expiring December 31, 2026.

PASSED AND ADOPTED this 13th day of February 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Mark Ozias

c: Appointee(s)
File A22.154



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

11
FEB 05 2024

Department: BOCC

WORK SESSION ☒ Meeting Date: 2/5/24

REGULAR AGENDA ☐ Meeting Date:

Required originals approved and attached? ☐
Will be provided on:

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☒ Other – Update only |

Documents exempt from public disclosure attached: ☐

Executive summary:

Legislative Session Update:

The purpose of this discussion will be to regularly review Clallam County's priorities, projects and programs that require support from the Washington State Legislature and to plan and coordinate our individual and collective outreach efforts. We envision this to be a standing weekly agenda item throughout the term of this current Legislative session.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
None.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Update only.

County Official signature & print name: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 1/18/24

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda)

12
FEB 05 2024

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 2/05/2024

REGULAR AGENDA ☒ **Meeting Date:** 2/13/2024

Required Originals Approved and Attached? ☒
Will Be Provided On:

Item Summary:*

- ☐ Call for Hearing
- ☐ Resolution
- ☐ Draft Ordinance

- ☒ Contract/Agreement/MOU**
- ☐ Proclamation
- ☐ Final Ordinance

- Contract # 19925.24.013
- ☐ Budget Item
- ☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

The BOCC approved the Lodging Tax funding application for the Port Angeles Waterfront Center, Resolution 60,2023.

This item is the Personal Services Agreement with the Port Angeles Waterfront Center in the amount of \$300,000 to assist with the funding for Field Hall Art & Events.

Budgetary Impact:(Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget Action is required, has it been submitted and a copy attached?** ☐

These funds are included in the 2024 Adopted Budget, Hotel/Motel Tax Fund.

Recommended Action:(Does the Board need to act? If so, what is the department's recommendation?)

Please review and sign.

County Official signature & print name: Debi Cook 

Name of Employee/Stakeholder attending meeting: Debi Cook

Relevant Departments: BOCC, Finance

Date Submitted: 1/25/2024

* Submit original and 5 copies
** Submit 3 originals and 5 copies



PERSONAL SERVICES AGREEMENT

Contract Number: 19925.24.013

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Port Angeles Waterfront Center
Address: 201 W Front St, Port Angeles, WA 98362
Phone No: 860-869-0534

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A – Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C – General Conditions
- ☒ Attachment D – Special Terms and Conditions
- ☐ Attachment E – (specify)

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 1st day of January 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 24 day of JAN, 2024.

CONTRACTOR

CLALLAM COUNTY


Steven Raider-Ginsburg

Mike French, Chair

Title: Executive Director

Date: JAN 24, 2024

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding for Field Hall Arts & Events.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of THREE HUNDRED THOUSAND DOLLARS (\$300,000) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☒ other (specify) One payment in the amount of \$300,000 to be paid when the contract is fully executed.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position

Hourly Rate

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

☒ **a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.
8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.

- (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.
17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents 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. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.
- In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name:

Title:

Address:

Telephone:

E-mail:

Fax:

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all

subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☒ 1. **Reporting.** The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☒ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

☒ 2. **Insurance.** The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒ **COMPREHENSIVE GENERAL LIABILITY:**

Bodily injury, including death.	\$1,000,000	per occurrence
Property damage	\$1,000,000	per occurrence

☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period**

Endorsement (two year tail).	\$	per occurrence
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☐ **WORKERS COMPENSATION:** Statutory amount

☐ **AUTOMOBILE:** coverage on owned, non-owned, rented and hired vehicles

Bodily injury, liability, including death	\$	per occurrence
Property damage liability	\$	per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurances is primary. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within twenty (20) days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify and hold harmless shall apply to any liability beyond the scope of insurance coverage.

☐

3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed _____ Dollars (\$) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐

4. Other (specify):.

FEB 05 2024



AGENDA ITEM SUMMARY
(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 2/05/2024

REGULAR AGENDA ☒ **Meeting Date:** 2/13/2024

Required originals approved and attached? ☒
Will be provided on:

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19941.24.001 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This is our 2024 Personal Services Agreement with the Clallam County Economic Development Council in the amount of \$126,690.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐

Funding for this contract is already included in the 2024 Budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)

Please review and sign.

County Official signature & print name: Debi Cook 

Name of Employee/Stakeholder attending meeting: Debi Cook, Coleen McAleer

Relevant Departments: BOCC/Finance

Date submitted: 1/30/2024

* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



PERSONAL SERVICES AGREEMENT

Contract Number: 19941.24.001

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Clallam County Economic Development Council

Address: P.O. Box 1085
Port Angeles, WA 98362

Phone N°: 360.457.7793

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A – Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C – General Conditions
- ☒ Attachment D – Special Terms and Conditions
- ☐ Attachment E – (specify)

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the first day of January 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty-first day of December 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of , 2024.

CONTRACTOR:

BOARD OF CLALLAM COUNTY COMMISSIONERS



Colleen McAleer, Executive Director

Mike French, Chair

Date: _____

ATTEST:

Loni Gores, Clerk of the Board

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY

Originals: BOCC
Vendor
Initiating Department

SCOPE OF WORK

The Contractor is a non-profit educational and research corporation of the State of Washington, and the County has need of research and education with regard to its operations.

The County performs various services, including land-use planning and road maintenance and construction, and is interested and concerned with the present and future utilization of these services and the economic stability and well-being of the County.

The County needs development and implementation of an overall economic development plan.

PERFORMANCE BY THE CONTRACTOR

ACTIVITIES:

Required reporting by Associate Development Organizations (ADOs) on performance measures listed below represent two broad areas of work mandated by statute RCW 43.330.080

- Direct assistance, including business planning, to companies throughout the county who need support to continue their business, expand, or relocate to Washington from out of state, from other counties or other countries. Assistance must comply with business recruitment and retention protocols established in RCW 43.330.062.
- Support for regional economic research, regional planning efforts to implement target industry sector strategies and other economic development strategies, including cluster-based strategies and writing grants that support economic development of Clallam County, especially the county's most underserved communities and populations. Research and planning efforts should support increased living standards and increased foreign direct investment and be aligned with the statewide economic development strategy. Regional associate development organizations retain their independence to address local concerns and goals.

DELIVERABLES:

1. The Clallam County Economic Development Council (EDC) 2023 Work Plan is outlined in Section A below.
2. The EDC and the CLALLAM COUNTY have agreed to the required performance measures that will be used by the EDC and the CLALLAM COUNTY to assess the EDC's performance. These performance measure targets are identified in Section B below. These performance measures are specific deliverables under this agreement.
3. The EDC shall collect data and shall provide quarterly reports to the BOARD OF COUNTY COMMISSIONERS (BOCC) on all required data in Table B below Performance Measures. These reports are an agreement deliverable.
4. Only those activities identified in Section B "Performance Measures" will be used by the EDC and CLALLAM COUNTY to assess achievement of "Performance Measure Targets".
5. Diversity, Equity, and Inclusion (DEI) work is an integral part of the EDC's work. The EDC will use Census data to target DEI within Clallam County. The EDC will pursue partnerships with the four tribal governments to remove barriers to access opportunities and resources to ensure these residents have every opportunity to prosper. The EDC will use the state resiliency network which CIE is a part of and use their advisors who are fluent in Spanish or other languages as needed to work with local business owners.
6. Demographic Information for Business Ownership and Certifications – Using the online Interaction and Initiative forms or the Business Survey – The EDC will capture demographic and other relevant data from the businesses we serve to help us improve our efforts to remove systemic barriers which impact marginalized businesses and communities. These demographic reports are an agreement deliverable.
7. Quarterly Reports and quarterly invoices will be submitted to the Chair of the BOCC or his/her designee by the following dates:

- a. April 15, 2024
- b. July 15, 2024
- c. October 15, 2024
- d. January 15, 2025

SECTION A – WORK PLAN FOR 2024

1. The EDC will provide direct assistance, including business planning, to companies throughout the county who need support to stay in business, expand, or relocate to Washington from other states, from other counties or other countries. Assistance complies with business recruitment and retention protocols established in RCW 43.330.062, and will include:
 - a. **Providing information to business owners on state and local permitting processes, utility barriers, tax issues and incentives, export assistance available, and for operating, expanding, or locating a business in Clallam County.**
 - The EDC will readily distribute information to business owners using the social media, newsletters, and our website, www.clallam.org.
 - The EDC will present (with partners if possible) information regarding our Initiatives at each of the four chamber forums across Clallam County and with community organizations such as Rotary Clubs, Soroptimist, Kiwanis, etc.
 - The EDC will communicate with the local Realtor Associations to understand barriers for business growth which produce living wage jobs and desired development. The EDC will coordinate meetings and forums to connect decision-makers at the local level to ensure barriers are understood and addressed if possible.
 - The EDC will respond to requests for assistance which will include regulatory research and support, community forums, housing study, recruitment incentives research and negotiations, land use planning and code assistance, and referrals. The EDC will refer inquiries to appropriate partners across the county.
 - b. **Marketing CLALLAM COUNTY as an excellent location to expand or relocate a business and positioning Clallam County as a competitive place to grow business, which may include developing and executing regional plans to attract companies from out of the area:**
 - The EDC will work actively with local government staff to actively market, recruit, and support businesses in Clallam. This will include conferences that directly support of the county and cities primary industry sectors.
 - The EDC will respond to inquiries from businesses seeking to locate in our area.
 - The EDC will actively participate in recruitment of businesses in partnership with Dept of Commerce, Impact Washington, and local leaders.
 - The EDC will distribute existing Clallam County marketing videos and will produce videos for targeted purposes when appropriate.
 - c. **Working with businesses to support site location and selection assistance:**
 - The EDC will review all site selection opportunities presented. The EDC will send the inquiry to appropriate partners if the area meets the minimum qualifications to assess interest.
 - The EDC will assess zoning requirements and needs throughout the county and provide feedback to local governments and elected officials.
 - The EDC staff will support calls for assistance with site selection and facilitate research through pertinent parties such as PNNL, utility specialists, planners, and Realtors®.

Additionally, the EDC will communicate with business owners regularly to support their needs and understand the economies within the county.

d. Providing business retention and expansion services throughout the county. These support services include business outreach through multiple methods including in-person meetings (when allowed), surveys to identify and address challenges and opportunities faced by businesses.

- The EDC's APEX Accelerator Program Director and Counselor will reach out to local businesses and provide technical assistance to those businesses who express interest in selling to local, state, or federal government.
- The EDC will partner with Peninsula College to collect business data through surveys.
- The EDC will share information to existing Clallam businesses about:
 - 1) Resources available for microenterprise development.
 - 2) The opportunity to maintain jobs through shared work programs authorized under chapter 50.60 RCW.
 - 3) Resources for manufacturers available through Impact Washington.
 - 4) Strategic Reserve Fund applications as appropriate; and
 - 5) Opportunity Fund applications through local government as appropriate.
- The EDC will continue to partner with the WSBDC, APEX Accelerator, each of the four Chambers, CIE, NODC, NPBA, Realtor Associations, Peninsula College, and PORT and city staffs to help serve the needs of businesses throughout the county.
- The EDC staff will provide assistance with research, site selection and workforce issues. We facilitate research through pertinent parties such as utility specialists, planners.

e. Participating in economic development system-wide discussions regarding gaps in business start-up assistance in Washington.

- The EDC will participate in the semi-annual State Best Practices Conferences and will present information and programs to help other areas of the state understand barriers and practices that most readily overcome those barriers.
- The EDC will share its partnership and practices with the Washington State Small Business Development Center (SBDC) and the Center for Inclusive Entrepreneurship (CIE).
- The EDC will assist interested buyers and existing small business owners to accommodate small business succession.
- The EDC will actively coordinate with childcare providers to assess the need in Clallam County and identify and initiate innovative and collective solutions to make the Childcare industry more financially sustainable in 2024. The EDC will continue to pursue grant funding to offer technical assistance, equipment and supplies at no cost to our local childcare providers.

2. Support for regional economic research and regional planning efforts to implement target industry sector strategies and other economic development strategies, including cluster-based strategies. Research and planning efforts should support increased living standards and increased foreign direct investment and be aligned with the statewide economic development strategy. Regional associate development organizations retain their independence to address local concerns and goals. Activities include:

a. Advance the Natural Resources Innovations Center (NRIC) work.

- Coalesce industry leaders on the North Olympic Peninsula in the forest products and marine industries to drive the transformation of the region's natural resource economy toward more innovative, value-added, circular, and sustainable uses of forest and marine resources.

Funds would be used to support development and implementation of a Natural Resource Innovations Center to drive ongoing economic development, and for outreach to sustain meaningful participation of the area's 5 Indian Tribes, and Latino and low-income communities on the Peninsula's West End.

- If Industry members deem the program's value is valuable to them, convert the EDC NRIC Subcommittee into a separate nonprofit with its own board of directors.

b. Participating with the State Board for Community and Technical Colleges, and Peninsula College, High School Career & Technical Programs and the Olympic Workforce Development Council.

- The EDC will continue its on-going partnership with Peninsula College (PC) in workforce education, outreach, and economic development efforts throughout the County. The EDC will meet regularly with PC leadership. The PC president serves on the EDC Executive Committee as well as an active member of the Clallam EDC Board of Directors.
- The EDC will serve as a Director on the Olympic Workforce Development Council.
- We The EDC will coordinate on WorkSource programs in an attempt to make them more effective for local small businesses.
- The EDC will act as a partner for Gates Foundation funding and the Washington Student Achievement Council Regional Challenge funding to ensure young adults move from training opportunities into the workforce.

c. Participating in development of a countywide economic development plan in conjunction with other governmental jurisdictions and institutions.

- The EDC, in coordination with our county, cities and special district partners and non-profits such as NPBA, Realtor Associations, PABA, NODC, West End Business and Professional Association, United Way and our four county chambers, will collaborate on economic initiatives, including inputs to the annual review of the CEDS document for Clallam and Jefferson Counties.
- The EDC will participate in the County's Housing Solutions Committee and offer to provide analysis on the affordable housing projects. The EDC will pursue developers of multi-family projects to build affordable housing, workforce housing and market-rate housing.

d. Champion and provide administrative support to the North Olympic Legislative Alliance (NOLA).

- The EDC will contract with Gordon Thomas Honeywell to provide lobbying support services.
- The EDC will host Josh Weiss on Coffee with Colleen monthly through the 2024 legislative Session.
- The EDC will organize the process for Steering Committee members to provide input to establish legislative priorities for 2025.

SECTION B: 2024 PERFORMANCE MEASURES

1. RECRUITMENT& MARKETING ACTIVITIES

Recruitment & Marketing — Business attraction (recruitment and marketing) is a means of contributing to the economic vitality of the community to enhance and diversify the local tax base, to increase the number of jobs available to residents in the community, and to improve the local quality of life. For communities to maintain and boost their economic vitality, they must persuade businesses or investors to locate, expand or remain in the area rather than in a competing location. Economic development marketing and attraction is not just selling business sites or attracting businesses, it is a means of promoting the community as a viable location for economic activity. Marketing techniques to reach targeted audience and attract potential investors could include advertising; public (e.g., press kits, public official speeches, news releases, public relations); promotional materials (e.g., trade exhibits, economic development newsletters, slide and video presentations, brochures, fact books, websites); direct mail; personal selling (e.g., trade fairs, trade shows, business envoys, events); email (e.g., electronic newsletters, event invitations, announcements, links to your website for prospects); social media.

RECRUITMENT & MARKETING ACTIVITY	Performance Measure Targets – 2024
Number of first-time businesses contacts initiated, site selector contacts initiated, and trade shows attended suitable for location in Clallam County.	12

2. BUSINESS RETENTION & EXPANSION ACTIVITIES:

Retention & Expansion — Businesses retention and expansion (BRE) is the core program of any economic development plan. These programs are designed to 1) retain or keep existing businesses in the community; and 2) aid to businesses to expand. Retention and expansion programs can be implemented at the local, regional, and state levels in a variety of ways.

BUSINESS RETENTION & EXPANSION ACTIVITIES (BRE):	Performance Measure Targets – 2024
Number of outreach interactions initiated with existing businesses such as phone calls, site visits, or surveys This includes unique businesses which request assistance that the EDC supports in Clallam County.	72

3. START-UPS

Start-ups: Small and emerging businesses generate wealth and provide significant source of employment in today's high technology global economy. They stimulate job creations, develop crucial innovations in both products and services, and diversify the economic base. It is critical that communities' economic development strategies dedicate resources to developing and promoting new business start-ups and establishing effective support systems so these new businesses can grow successfully. A community that meets the needs of its entrepreneurs increases its chances of job growth within small businesses, and those gains translate into a more vibrant community.

START-UPS	Performance Measure Targets – 2024
Support to number of start-up businesses in Clallam County.	24

5. TRAINING

Training. This can include small business and leadership training in addition to most other training geared toward helping businesses to grow or expand their business.

TRAINING	Performance Measure Targets – 2024
Number of training opportunities the EDC provides within Clallam County, either directly and/or leveraging resources through other organizations.	15

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of ONE HUNDRED TWENTY-SIX THOUSAND SIX HUNDRED NINETY DOLLARS (\$126,690) per calendar year for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly invoiced.

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position

Hourly Rate

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually;

☐ annually; ☐ at completion of project; ☐ other (specify) .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) .

In no event shall Contractor be compensated in excess of DOLLARS
(\$) for the completed work set forth in Attachment "A."

2. AND

☒ **a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits which Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and

its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time

resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.
17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or

employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
- (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

(a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents 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. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

(b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Debi Cook

Title: Financial Systems Administrator/Budget Director

Address: 223 East 4th Street, Suite 4, Port Angeles, WA 98362

Telephone: 360.417.2382

E-mail: debi.cook@clallamcountywa.gov

Fax: 360.417.2493

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
- (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

☒ 1. **Reporting.** The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☒ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

☒ 2. **Insurance.** The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

- ☒ **COMPREHENSIVE GENERAL LIABILITY:**
 - Bodily injury, including death. \$1,000,000 per occurrence
 - Property damage \$1,000,000 per occurrence
- ☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period**
 - Endorsement (two year tail). \$ per occurrence
- ☐ **WORKERS COMPENSATION:** Statutory amount
- ☐ **AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles**
 - Bodily injury, liability, including death \$ per occurrence
 - Property damage liability \$ per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurances is primary. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within twenty (20) days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify and hold harmless shall apply to any liability beyond the scope of insurance coverage.

☐

3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed _____ Dollars (\$) _____ per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

☐

4. Other (specify):.