



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, September 13, 2021 – 8:00 a.m.

****ATTENTION****

In response to the current Governors order Clallam County is now operating under the Washington Ready Plan. To be in compliance with the Washington Ready Plan and to reduce the spread of COVID the following general requirements for COVID safety for meetings held in the Board of Commissioners Board Room are as follows:

1. All attendees are encouraged to provide contact information on a sign in sheet which will be retained for 28 days for contact tracing purposes.
2. Public seating areas and Board member seating must be arranged to ensure physical distancing is maintained.
3. Meeting attendees must follow current face covering guidelines.
4. No food or drink should be consumed in the BOCC Board Room.
5. Meeting organizers shall clean or arrange to have cleaned high-touch surfaces before and after each meeting.
6. Hand sanitizing stations will be available in the BOCC Board Room.
7. Keep doors and windows open where possible to improve ventilation.
8. The Chair of the meeting shall ensure current masking and social distancing practices are enforced and practiced by all event attendees.

This meeting can be viewed on a live stream at this link:
<http://www.clallam.net/features/meetings.html>

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

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.

Administration – 9 a.m.

1. [Calendar/Correspondence](#)
2. [Agreement with Washington State Administrative Office of the Courts for the support of the CASA/Volunteer Guardian Ad Litem Program](#)

[Agreement](#) 

3. [Letter to Gov Domain Registration requesting domain name change](#)

[Letter](#) 

4. [Agreement with Tyler Technologies for Permit Planning Software \(2c\)*](#)

Agreement

5. Request for proposals to be received no later than 3 p.m., Monday, October 18, 2021 for Developmental Disability Proposal 2022

Request for proposals

Budget

9. Discussion of proposed supplemental appropriations to be considered on September 28 (4a)*

Discussion of proposed supplemental appropriations

10. Discussion of proposed budget emergencies to be considered on September 28 (4b)*

Discussion of proposed budget emergencies

Continued Work Session - 1 p.m.

*** Discussion - Code Enforcement**

Discussion - Code Enforcement

General Discussion/Items for Future Agendas

- A. Charter Review Recommendation response (September 27)
- B. Olympic National Forest update (October 18 – 10:30 a.m.)
- C. Olympic Discovery Trail discussion (October 25)
- D. Noise Ordinance (TBD)

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

Public Works

6. Agreement amendment 1 with Anchor QEA, LLC for the Dungeness Off-Channel Reservoir Project

Agreement amendment

Board of Commissioners

7. Review and notice of hearing to be held Tuesday, September 28, 2021 at 10:30 a.m. for a new Clallam County Policy 958 - Greenhouse Gas Reduction Policy (3a)*

Review and notice of hearing

8. Discussion and next steps for Board of County Commissioner meeting safety

Discussion

9. **Discussion of proposed supplemental appropriations to be considered on September 28 (4a)***

- 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.



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9/13/21

AGENDA ITEM SUMMARY

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

Department: Juvenile Services

WORK SESSION ☒ **Meeting Date: 09/13/2021**

REGULAR AGENDA ☒ **Meeting Date: 09/21/2021**

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 851.21.006 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Contract renewal with Administrative Office of the Courts (AOC) for Court Appointed Special Advocate services (CASA). The program and volunteers must comply with the statutory requirements contained in RCW 13.34.100-107

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?** ☐

Resulting revenue has already been figured into the budget. No action needed.

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

Review and sign.

County Official signature & print name:

Jody Jacobsen Jody Jacobsen

Name of Employee/Stakeholder attending meeting:

Jody Jacobsen & Cindy Hand

Relevant Departments:

CASA, CAP Kimberly Burns & Valerie Brooks

Date submitted: 09/01/2021

* Work Session/Reg. Meeting - Submit 2 single sided/not stapled copies, AIS for each, 3 originals (2 stapled) + AIS

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

Revised: 5/24/2019

INTERAGENCY AGREEMENT IAA22126
 BETWEEN
 WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
 AND
 CLALLAM COUNTY JUVENILE COURT
 FOR THE
 SUPPORT OF THE CASA/VOLUNTEER GUARDIAN AD LITEM PROGRAM

THIS AGREEMENT is made and entered into by and between the Washington State Administrative Office of the Courts (AOC), and Clallam County Juvenile Court (COURT).

IT IS THE PURPOSE OF THIS AGREEMENT for the COURT to increase the number of children served by court-appointed special advocates (CASAs)/volunteer guardians ad litem as defined by RCW 13.34.030(11) in dependency matters or to reduce the average caseload of volunteers to recommended standards.

Funds received by the COURT under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the COURT.

STATEMENT OF WORK

The COURT shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of managing a CASA/volunteer guardian ad litem program as defined in RCW 13.34.030(12) to serve juvenile dependency cases. The COURT will ensure that the program and volunteers comply with the statutory requirements contained in RCW 13.34.100 -107. The COURT will submit reports to AOC detailing information about the number of children served and the number of volunteers.

The CASA/Volunteer GAL Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under 'Court Resources> Court Management' and **choose the "CASA Bi-Annual Report to AOC"**.

Reporting schedule:

Period	Report Due
07/01/21 - 12/31/21	01/31/22
01/01/22 - 06/30/22	07/31/22

Failure to submit a report by the due date may adversely affect state funding of the CASA/Volunteer GAL program.

If you have questions, please contact the AOC Program Manager Sondra Hahn at Sondra.Hahn@courts.wa.gov or (360) 705-5276

PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2021 regardless of the date of execution and it shall end on June 30, 2022, except for any remaining obligations of the COURT as may exist or if terminated sooner as provided in this Agreement.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed **\$60,400**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement. The COURT shall maintain sufficient backup documentation of direct costs under this Agreement. Costs will be reimbursed pursuant to CASA/Volunteer GAL Program Cost Guidelines (Exhibit A).

Allocated administrative court costs must be applied at a rate that is set forth and supported by documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

BILLING PROCEDURE

The COURT will submit properly-completed Washington State form A-19 via email to AOC Financial Services at MSDFinancialServices@courts.wa.gov or to:

AOC Financial Services
PO Box 41172
Olympia, Washington 98504-1172

Payment to the COURT for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of both properly-completed invoices and the detailed information outlined in the CASA Monthly Detail Report (see Exhibit B attached and incorporated into this agreement). Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among state funded CASA/Volunteer GAL programs. If it appears the COURT may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first

giving notice to the furnishing party and giving it a reasonable opportunity to respond. EXCEPT THAT, Bi-Annual Reports will be distributed to the Washington Association of Child Advocate Programs. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

BACKGROUND CHECKS

The **COURT** shall:

- Ensure a criminal background check has been completed for all employees, CASAs /Volunteer GALs, and subcontractors who have access to children, prior to any access under this agreement pursuant to RCW 13.34.100(3);
- Based on the results from the criminal background check, determine each employee, CASA/Volunteer GAL, and subcontractor is suitable for access to children;

The **AOC** will:

- Reimburse for CASA/Volunteer GAL criminal background checks.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other party specifying the effective date thereof, at least five (5) business days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties; however, nothing herein prohibits either party from seeking judicial relief.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five (5) business day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction without terminating the contract if all parties agree to the amendment.

COUNTERPARTS

Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original. Any signature required on an original shall be completed and sent to the other party, as applicable, when a scanned or facsimile copy has been signed. The parties agree that signed facsimile or scanned copies of documents shall be given full effect as if an original.

ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Program Manager
Sondra Hahn Court Association Coordinator PO Box 41170 Olympia, WA 98504-1170 sondra.hahn@courts.wa.gov 360 705-5276	Jody Jacobsen Juvenile Court Administrator 1912 W 18th St Port Angeles, WA 98363-5121 jjacobsen@co.clallam.wa.us 360-565-2639

AGREED:

Administrative Office of the Courts

Clallam County Juvenile Court

Signature

Date

Signature

Date

Christopher Stanley

Name

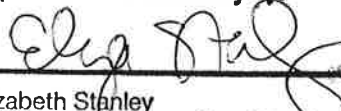
Name

Director, AOC Management Services

Title

Title

Approved as to form only by:


Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County



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9/13/21

AGENDA ITEM SUMMARY

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

Department: INFORMATION TECHNOLOGY

WORK SESSION ☒ **Meeting Date:** **09/13/2021**

REGULAR AGENDA ☒ **Meeting Date:** **09/21/21**

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:

LETTER FROM COMMISSIONERS REQUESTING DOMAIN NAME OF CLALLAM COUNTY BE CHANGED.

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?** ☐

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

RECOMMEND SIGNATURE BY BOCC MEMBER

County Official signature & print name:

A handwritten signature in black ink, appearing to read "Mark Doten", written over a horizontal line.

MARK DOTEN, IT DIRECTOR

Name of Employee/Stakeholder attending meeting:

MARK DOTEN, IT DIRECTOR

Relevant Departments: ALL CLALLAM COUNTY DEPARTMENTS

Date submitted: 9/08/2021

* 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 Commissioners
223 East 4th Street, Suite 4
Port Angeles, Washington 98362-3000
Tel: 360-417-2233
Fax: 360-417-2493

September 8, 2021

Gov Domain Registration
c/o Verisign, Inc.
12061 Bluemont Way
Reston, Virginia 20190

To the .gov Program:

As Chair of the Board of County Commissioners for Clallam County, Washington, I request that responsibility for the domain name ClallamCountyWA.gov be delegated to my municipality.

The Clallam County local government delivers services to the citizens of Clallam County.

In order to obtain and maintain ClallamCountyWA.gov Clallam County will meet the general and specific requirements for federal agencies, found at <https://home.dotgov.gov/registration/requirements>.

The following will be listed as contacts for ClallamCountyWA.gov, which Clallam County will keep up to date in the .gov registrar.

Administrative contact

Mark Doten
Director of Information Technology
223 E 4th St Ste 13, Port Angeles, WA 98362
360.417.2345
mdoten@co.clallam.wa.us

Billing contact

Tess Teel
Administrative Specialist
223 E 4th St Ste 13, Port Angeles, WA 98362
360.417.2349
tteel@co.clallam.wa.us

Technical contact

Greg Helwick
Network Services Manager
223 E 4th St Ste 13, Port Angeles, WA 98362
360.417.2598
ghelwick@co.clallam.wa.us

Security contact [[recommended](#)]
helpdesk@co.clallam.wa.us

I understand that if I wish to retire ClallamCountyWA.gov, I must submit a written request to [registrar@dotgov.gov](#).

Sincerely,

Mark Ozias
Chair, Board of County Commissioners



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9/13/21
2c

AGENDA ITEM SUMMARY

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

Department: INFORMATION TECHNOLOGY

WORK SESSION ☒ **Meeting Date:** **09/13/2021**

REGULAR AGENDA ☒ **Meeting Date:** **09/14/21**

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract #

I.T. Contract #
30701.411.21.001

issued:
09/08/21

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

SIGNATURE OF PREVIOUSLY DISCUSSED CONTRACT ENGAGING TYLER TECHNOLOGIES FOR IMPLEMENTATION OF NEW PERMIT PLANNING SOFTWARE (ENERGOV SAAS) TO BE USED BY MULTIPLE COUNTY DEPARTMENTS.

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?** ☐

ANNUAL RENEWAL OF SOFTWARE / SUPPORT SERVICES INCLUDED IN 5-YEAR CAPITAL PLAN

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

County Official signature & print name:


MARK DOTEN, IT DIRECTOR

Name of Employee/Stakeholder attending meeting:

MARK DOTEN, IT DIRECTOR

Relevant Departments: ALL CLALLAM COUNTY DEPARTMENTS

Date submitted: 9/08/2021

* 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)



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Clallam County, Washington.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted**. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are

receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the

NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we

are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone

criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless

Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you,

then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is five (5) years, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.5 **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.

2.6 Fees for Termination for Public Convenience. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
- b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
- c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella

Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S.

Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United

States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance

with the laws of the State of Washington, without regard to its rules on conflicts of law. Any dispute that results in actual litigation shall be litigated and decided in the Superior Court of the State of Washington in and for Clallam County Washington or in the federal court that serves Clallam County Washington.

21. Attorney Fees. In the event of a dispute that is not resolved through dispute resolution as described in Paragraph 3 of this section, the court may award to the prevailing party in any litigation their reasonable attorney fees and costs incurred in bringing the litigation.
22. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
23. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
	Schedule 1: Tyler Payments Transaction Fees
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: Hyperlinked Terms
Exhibit E	Statement of Work

[SIGNATURE PAGE TO FOLLOW; REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Clallam County, WA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

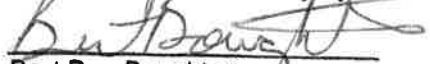
Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Clallam County
223 East 4th Street, Suite 3
Port Angeles, WA 98362
Attention: _____

Approved as to form only by:



Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Summary

Year One Contract Total

One Time Fees

\$293,495.00

Recurring Fees

Contract Total

\$293,495.00

Optional EnerGov SaaS - Gold

Description	Monthly Fee	Users/Units	Annual Fee
Core Software:			
MyCivic Bundle (Limited Use)	\$250.00	Site License	\$3,000.00
Extensions:			
EnerGov Community Development Feeds	\$417.00	Site License	\$5,000.00
Socrata Citizen Connect	\$250.00	Site License	\$3,000.00
Socrata-EnerGov Executive Insights (Comm Dev)	\$583.00	Site License	\$7,000.00
	Sub-Total:		\$18,000.00
	Less Discount:		\$1,800.00
	TOTAL:		\$16,200.00

Optional EnerGov Annual Services

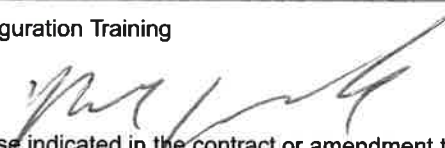
Description	Units/Users	Annual Fee
Tyler Payments	1	\$0.00
	TOTAL:	\$0.00

Optional EnerGov Professional Services

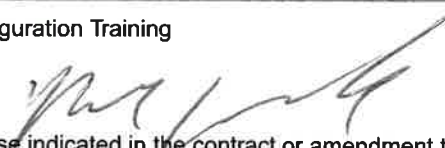
Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
EnerGov Configuration Training	40	\$185.00	\$7,400.00	\$0.00
	TOTAL:		\$7,400.00	\$0.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval:


 MARK DOTEN
 IT DIRECTOR

Date:


 9/8/2021

Print Name: MARK DOTEN P.O. #:

1T20210908

All primary values quoted in US Dollars

Comments

Shared Services:

Tyler Technologies' implementation team will offer training and guidance during the implementation.

Tyler Technologies' EnerGov implementation team will be primarily responsible for the following implementation tasks:

- Training on how to use EnerGov
- Training and providing guidance on how to configure and maintain EnerGov
- Setup of EnerGov GIS Map
- Setup of EnerGov GIS Live Link
- Setup of CSS GIS Map (as applicable, based on contract)
- Setup of CSS ArcGIS Integration (as applicable, based on contract)
- Setup of CSS Payments (as applicable, based on contract and client having secured an appropriate payment gateway)
- Setup and testing of Tyler-to-Tyler integrations (Munis, Tyler Cashiering, Tyler Content Management, Tyler Incident Management, as applicable based on contract)
- Setup of iG Workforce licenses (as applicable, based on contract)
- EnerGov Automation Events (Intelligent Objects, standard Intelligent Queries). This covers standard automation tasks like E-mails, Tasks, Geo Rules, etc.

The client subject matter experts (SMEs) should be available approximately 25% of any given week throughout the project in order to perform configuration in addition to scheduled time with Tyler's EnerGov consultant. These client SMEs will be responsible for the following general configuration tasks:

- EnerGov Case Type Setup (and all associated items required to configure)
- EnerGov System Setup Configuration (Holidays, Zones, Hold Types, Hearing Types, etc.)
- EnerGov Report Setup's dynamic custom fields
- EnerGov User/User Role Setup
- EnerGov Workflow/Workflow Template Setup (WF Actions, Steps, Templates, Submittal Types, Item Reviews etc.)
- CSS Experience (CSS Case Types, CSS Geo Rules, CSS Themes, Headers, Menus, Security Settings, etc.)
- EnerGov Automation Events (Intelligent Objects, standard Intelligent Queries). This covers automation tasks like E-mails, Tasks, Geo Rules, etc.
- Other configuration as desired by client

Community Development Feeds - Tyler resources will establish connection and verify data exchange between Socrata and EnerGov. Client is responsible for dashboards and reports once these connections have been established.

Tyler resources will establish connection and verify data exchange between Socrata and EnerGov.

Tyler resources will establish connection and verify data exchange between My Civic and Energov for code cases.

Tyler 311 is an application for citizens to report code complaints. Tyler resources will configure, train client personnel, and support go-live for 311 functionality utilized by

Comments

EnerGov.

iG Workforce - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect IG Apps to the EnerGov suite, and support testing. These applications are available on iOS. The client is responsible for ensuring the app(s) are downloaded and kept up to date on client utilized hardware.

EnerGov Software Development Kit (SDK) Implementation & Support Services provided by Tyler are limited to installation of the API and guidance to the Client's integration development resources. Tyler does not provide integration development services for EnerGov API/SDK toolkits. The Client (or a selected third party integrator) will perform all development work against the API/SDK.

Tyler resources will configure and test basic EnerGov functionality including global settings, and preliminary user roles.

Decision Engine is a web-based application that utilizes yes/no questions to guide citizens through online applications. Tyler will ensure and troubleshoot the connection and provide application configuration training. The client is responsible to design and implement the application process for the use of the Decision Engine.

In the event the Client cancels services less than three(3) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Delays in completion, reviews, and/or acceptance of any deliverable by the Client will result in an increase in the duration of the project and will require a Change Order for any additional costs associated with the delay, including but not limited to additional hours for project management, deliverable development and review.

Training Policy - The client receives and will be billed for up to 32 hours of direct interaction with Trainers. Note that this time is billed in daily blocks at 8 hours for the day. Totalling 4 days of training time. The client will also be billed for up to 8 hours of setup and prep time. This allows our Trainers to become familiar with individual clients and their needs. While the Training is generic, our Trainers always spend time familiarizing themselves with client environments.

It is the client's responsibility to provide and maintain the GIS services to be used by the Tyler EnerGov applications. Tyler will provide guidelines to be followed for such services.

Your use of Tyler Payments is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms.

EnerGov e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. Further pricing detail is available by contacting Bluebeam at <https://www.bluebeam.com/solutions/studio-prime>

EnerGov monthly fees are rounded, excluding cents.

EnerGov SaaS includes up to 500GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$3,000 per TB.

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

EnerGov Implementation: Tyler leads and owns the configuration of 1 unique business transactions, 1 template business transactions, and will build out the standard geo-rules and

Comments

standard automation events included in the application. Configuration elements beyond this will be owned by the client.

Training & Production Support Services - Includes 120 hours for End User Training and 40 hours for Production Support (go live).

Configuration Training - Configuration Training is included within the Professional Implementation Consulting hours. 40 hours of additional Individualized Configuration Training is included as optional if desired by the County.

Data Conversion - Data Conversion will be done utilizing the Data Conversion Template (DCT) approach.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. **Client Relief**

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. **Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support*:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

* Channel availability may be limited for certain applications.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption.

Support Availability

Standard Support

Tyler Technologies standard support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Additionally, some clients may obtain support for certain Tyler solutions outside of standard times as further detailed below. Availability and cost of support outside of standard times is at Tyler's discretion. Tyler's holiday schedule is outlined below. There will be no standard support coverage on these days.



New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Support Outside of Standard Times

For clients who obtain 24 x 7 support, we will provide you with procedures for contacting support staff outside standard support times for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

For some Tyler solutions, we will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:



- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process, or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
Hyperlinked Terms

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: <https://www.quatred.com/eula>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Modria
- Odyssey Notifications Add On (text notifications)
- ReadySub
- Tyler ACFR
- Tyler Notify
- Tyler Jury Manager
- Tyler Supervision
- Virtual Court



Exhibit E
Statement of Work



Clallam County WA

SOW from Tyler Technologies, Inc.

7/23/2021

Presented to:
Mark Doten
223 East 4th Street
Port Angeles, WA 98362

Contact:
Woody Jackson
Email: Woody.Jackson@TylerTech.com
2530 Sever Rd, Lawrenceville, GA 30043

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Other (Edit In this space) Provide improved access to data for management and constituents and increase online services

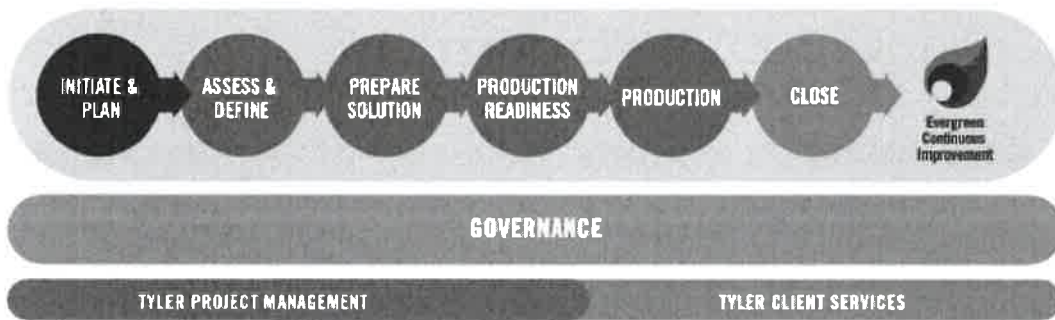
1.3 Methodology

This is accomplished by Clallam County and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client’s complexity and organizational needs.



Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both Clallam County and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Clallam County and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Clallam County's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.



Part 2: Project Foundation

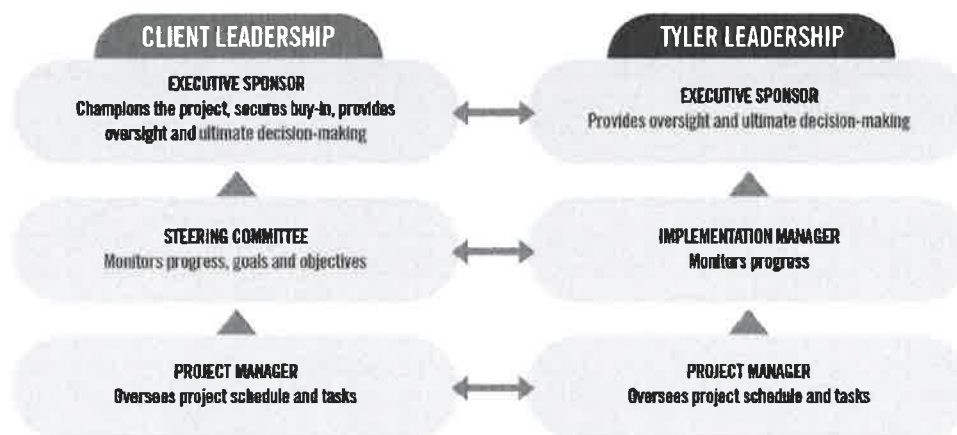
2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and Clallam County collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Clallam County Steering Committee become the escalation points to triage responses prior to escalation to Clallam County and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. Clallam County and Tyler executive sponsors serve as the final escalation point.

Project Governance Relationships



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the 'triple constraints' or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

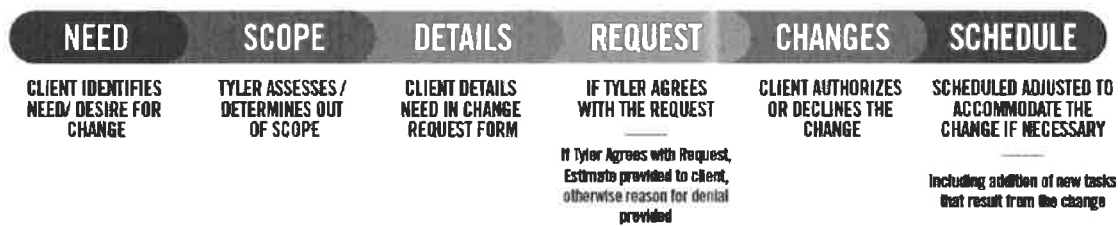
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some changes may result in less cost to Clallam County; for example, Clallam County may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Clallam County, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Clallam County will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Clallam County). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Clallam County office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Clallam County will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The Clallam County project manager will strive to gain deliverable and decision approvals from all authorized Clallam County representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Clallam County department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Clallam County shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Clallam County does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Clallam County does not agree the particular Deliverable or Control Point meets requirements, the Clallam County shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Clallam County shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Clallam County does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Clallam County and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Clallam County, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Clallam County's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Clallam County's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Clallam County management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by Clallam County project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with Clallam County project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Clallam County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Clallam County any items that may impact the outcomes of the Project.
- Collaborates with Clallam County's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Clallam County's project manager(s) to set a routine communication plan that will aide all Project team members, of both Clallam County and Tyler, in understanding the goals, objectives, current status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Clallam County through software validation process following configuration.
- Assists during Go-Live process and provides support until Clallam County transitions to Client Services.
- Facilitates training sessions and discussions with Clallam County and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).



- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the client.
- Loads client provided GIS data into the system.

5.2 Clallam County Roles & Responsibilities

Clallam County resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Clallam County Executive Sponsor

The Clallam County executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Clallam County steering committee, project manager(s), and functional leads to make critical business decisions for Clallam County.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Clallam County Steering Committee

The Clallam County steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Clallam County project manager and Project as a whole through participation in regular internal meetings. The Clallam County steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Clallam County steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Clallam County Policies
 - Needs of other client projects



5.2.3 Clallam County Project Manager

Clallam County shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. Clallam County Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Clallam County project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Clallam County project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Clallam County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Clallam County staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Clallam County resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.



- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Clallam County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Clallam County Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Clallam County project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Clallam County resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Clallam County Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Clallam County business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.



- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Clallam County staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Clallam County End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Clallam County Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Clallam County third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from Clallam County's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Clallam County GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Clallam County GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 Clallam County Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Clallam County's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.



- Coordinates software upgrade plan activities with Clallam County and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Clallam County Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



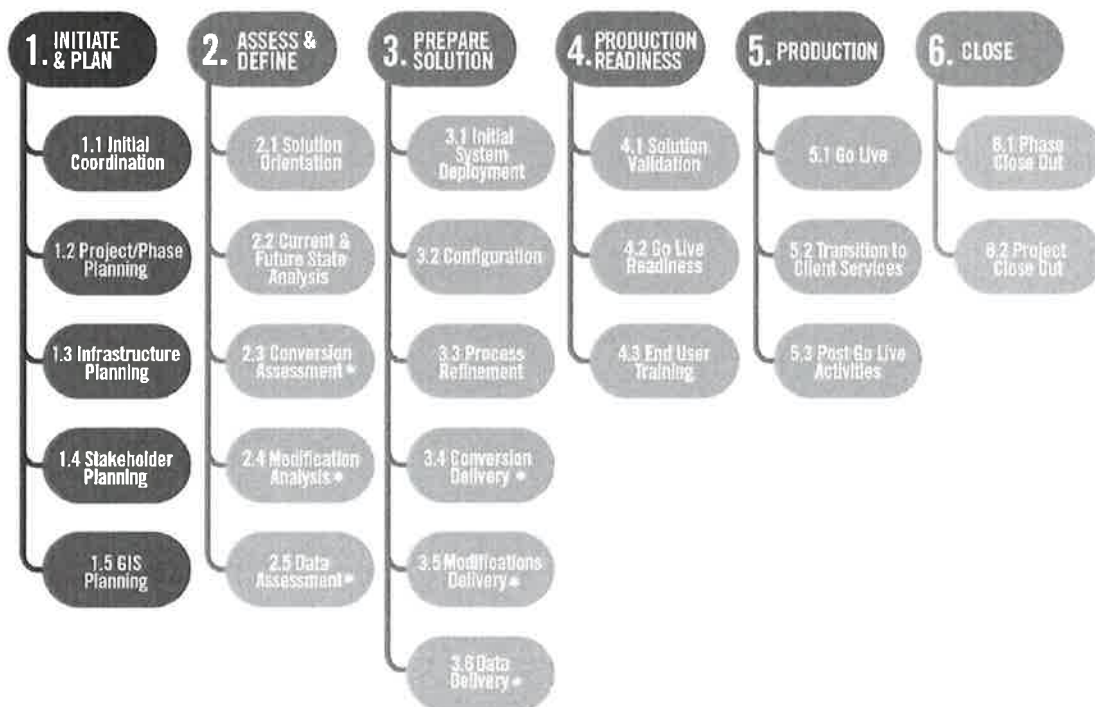
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by Clallam County.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Clallam County with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Clallam County gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Clallam County's team. During this step, Tyler will work with Clallam County to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to Clallam County		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work
Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with Clallam County to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Clallam County Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to Clallam County's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Clallam County Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
		A	R						I		C	C	I				
	Schedule and conduct planning session(s)																



Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Clallam County provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Clallam County has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train Clallam County to install License Software. The Clallam County is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure Clallam County's infrastructure meets Tyler's application requirements.
- Ensure Clallam County's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C



*Schedule SaaS Environment Availability		A	R				C			I						
*Schedule Hardware to be Available for Installation			I				I		A		R					C
Schedule Installation of All Licensed Software		A	R				C				I					I
Infrastructure Audit		A	R				C				I					C

Inputs	1. Initial Infrastructure Requirements and Design Document
---------------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Clallam County Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Clallam County team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
	Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I			
	Review Stakeholder Meeting Presentation		I	C						A		R		C			
	Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I



Inputs	Agreement	
	SOW	
	Project Management Plan	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other Clallam County offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Clallam County GIS data sources and formats.
- Tyler to understand Clallam County's GIS needs and practices.
- Ensure Clallam County's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation													
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler							Client						
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)
	Department Heads	End Users	Technical Leads											
Initial GIS Planning Meeting		A	R				C				C			
Determine all GIS Data Sources			I				I		A		R			
Provide Source GIS Data			I				I		A		R			
Review GIS Data and Provide Feedback		A	R				C				I			

Inputs	GIS Requirements Document	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.



Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Clallam County is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to Clallam County
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Clallam County business processes. This information will be used to identify and define business processes utilized with Tyler software. Clallam County collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Clallam County team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Clallam County team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.



- Prepare Clallam County for current and future state analysis.

STAGE 2	Solution Orientation													
	Tyler							Client						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)
Provide pre-requisites			A	R							I	I	I	I
Complete pre-requisites											A	R	C	C
Conduct orientation			A	R							I	I	I	I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Clallam County and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Clallam County will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	Client



RACI MATRIX KEY:
R = Responsible
A = Accountable
C = Consulted
I = Informed

	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
	Solution Orientation completion

Outputs / Deliverables	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Acceptance Criteria [only] for Deliverables
		Delivery of document

Work package assumptions:

- Clallam County attendees possess sufficient knowledge and authority to make future state decisions.
- Clallam County is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.



STAGE 2	Data Conversion Assessment														
	Tyler								Client						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads
Extract Data from Source Systems			I		C						A				
Review and Scrub Source Data			I	I	I						A	R		C	
Build/Update Data Conversion Plan			R	C	C						C	I	I	I	

Inputs	Client Source data
	Client Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Client Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with Clallam County representatives to identify business rules before writing the conversion.
- Clallam County subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.



- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- Clallam County is able to access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Client Devices (if applicable)			I				C				A						R



Tyler System Administration Training (if applicable)			A					R				I						C
--	--	--	---	--	--	--	--	---	--	--	--	---	--	--	--	--	--	---

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Clients (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- Clallam County will provide network access for Tyler modules, printers, and Internet access to all applicable Clallam County and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with Clallam County to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Clallam County collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate Clallam County Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
			A	R							I	C		C			
	Conduct configuration training																



Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. Clallam County is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Clallam County users on how to execute processes in the system to prepare them for the validation of the software. Clallam County collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that Clallam County understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads



Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by Clallam County)	

Work package assumptions:

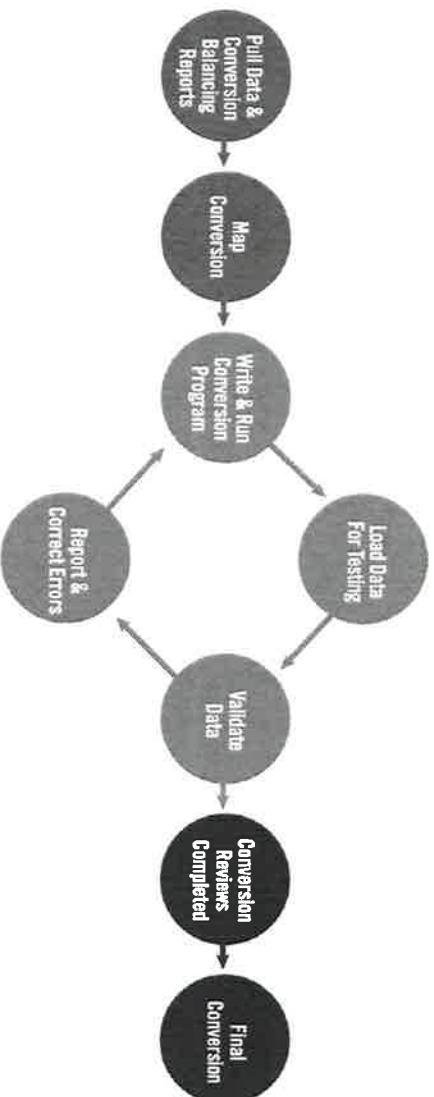
- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Clallam County's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Clallam County will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Clallam County to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.





Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	C	R					I	I		I			
Populate data crosswalks/code mapping tool			I	C	C	C					A	R		C			
Iterations: Conversion Development			A	C	C	R					I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and			C	C	C						A	R		C			C



reconcile to source system																			
-------------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified and ready for final pass

Work package assumptions:

- The Clallam County will provide a single file layout per source system as identified in the investment summary.
- The Clallam County subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Clallam County project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.



6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Clallam County verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Clallam County organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation														
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler							Client							
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads
			A	R	C						C	C		C	
	Update Solution Validation plan														
	Update test scripts (as applicable)		C	C	C						A	R		C	
	Perform testing		C	C	C						A	R		C	
Document issues from testing			C	C	C						A	R		C	
Perform required follow-up on issues			A	R	C						C	C		C	

Inputs	Solution Validation plan	
	Completed work product from prior stages (configuration, business process, etc.)	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Clallam County updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and Clallam County will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying



risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and Clallam County will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4		Go-Live Readiness																
		Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed		Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R							C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A					R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to Clallam County

Work package assumptions:

- None



6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Self-directed: Tyler provides e-learning, documentation, or videos to facilitate end user training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- Clallam County is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Clallam County signoff that training was delivered

Work package assumptions:

- The Clallam County project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.



- Tyler will work with Clallam County as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Clallam County departments.
- Clallam County will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Clallam County will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Clallam County to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Clallam County and Tyler will complete work assigned to prepare for Go-Live.

Clallam County provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, Clallam County manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with Clallam County during Go-Live activities. Clallam County transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.



STAGE 5	Go-Live																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed																	
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live	
	Final source data (if applicable)	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

Work package assumptions:

- Clallam County will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The Clallam County Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Clallam County Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Clallam County teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.



6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Clallam County onto the Tyler Client Services team, who provides Clallam County with assistance following Go-Live, officially transitioning Clallam County to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Clallam County teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:



6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Clallam County transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Clallam County for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and Clallam County teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Clallam County may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Clallam County teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Clallam County and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
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	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed
--	---------------------	--

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and Clallam County will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Clallam County Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Clallam County project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Clallam County is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Clallam County to make process changes.



- Clallam County is responsible for defining, documenting and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Clallam County is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Clallam County resources will participate in scheduled activities as assigned in the Project Schedule.
- The Clallam County team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Clallam County will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- Clallam County will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Clallam County makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Clallam County will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Clallam County will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- Clallam County is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with Clallam County representatives to identify business rules before writing the conversion. Clallam County must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.



- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Clallam County Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- Clallam County will provide dedicated space for Tyler staff to work with Clallam County resources for both on-site and remote sessions. If Phases overlap, Clallam County will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Clallam County will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Data Conversion Process for EnerGov Enterprise Server

9.1.1 Overview:

This document is an introduction to the SQL Server EG_Template database and how to populate it. The Full Conversion is the same process, as the Templated. However, with the Full Conversion option, Tyler is responsible for the data import instead of the client.

9.1.2 Modularized Design:

As with the EnerGov software, the EG_Template db is sectioned into modules. Each contains one master table at the top of the chain (ex. 'permit' for the Permit module). Within each module, various child tables branch below the master table for the associated module (ex. 'permit_address', 'permit_note', etc.).

Some tables cross multiple modules. The most notable of these involve inspections and payment transactions.

The EG_Template database includes database diagrams, which indicate the tables and their relationships to each module.

9.1.3 Required Fields:

In the EnerGov software, some fields are "Required Fields," and the associated columns must be populated for records to be written to the EnerGov db. On occasion, these required fields will not be available in the legacy source data, so a simple default value can be written to the EG_Template db to fulfill any NOT NULL constraint.

Dropdown picklist columns restrict the user from entering certain values in the EnerGov db. Conversely, drop-down fields do not have a restriction on values written to the EG_Template db. Therefore, exact spelling or careful matching to the EnerGov configured values is not a requirement for fields intended for EnerGov drop-down fields. Tyler maps the values through a separate table to translate the values to the appropriate EnerGov value during conversion and collaborates with the client to validate the resulting mappings during the development phase of the conversion.

9.1.4 Custom Fields (any fields not available in the master table for the module in question):

Most legacy systems have some attribute fields that are not specified in the corresponding master table within EG_Template. Tyler refers to these as custom fields. Within each module exists a child table for such custom fields. Since these fields are specific to the legacy system(s), the client may add columns to these tables in EG_Template to accommodate any needed custom fields in the migration. For example, 'permit_additional_fields' is the table for extra fields relating to the 'permit' records.



9.1.5 Gap Handling (where legacy data doesn't fit anywhere within EG_Template):

On occasion, legacy systems contain special features for which EnerGov does not account in the EG_Template db. As a result, the need may arise to develop a modified solution to address special cases.

9.1.6 Contacts:

Contacts generally fall into two categories:

1. Those managed with each person/company having one contact record, kept up to date over time. With this model, there is generally no duplication of contact records (except when created by mistake).
2. Contacts where the user enters the contact attribute info on each permit, case, license, etc. With this model, there is no single master record representing the contact itself and there is likely considerable duplication of contacts.

EnerGov stores contacts as in category 1 above. Tyler migrates contacts put into EG_Template without a master 'contact' record link (category 2 above) into custom field memo boxes to avoid duplication of contacts within the EnerGov contact repository. For example, when populating the permit contacts, for contacts in category 1, input the record into the 'permit_contact' table. Input contacts for category 2 into the 'permit_contact_no_key' table.

9.1.7 Multiple Legacy Data Sources:

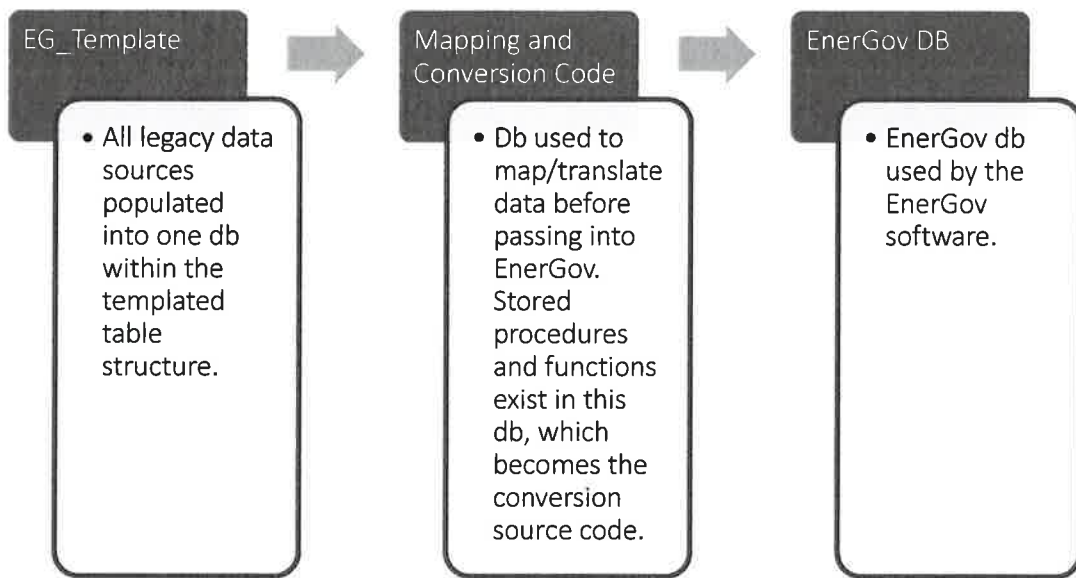
When presenting multiple data sources, ensure population of EG_Template for all data sources. At the main table level, an optional column exists for the legacy data source. Tyler provides this column to easily count or research records originating from a particular legacy data source.

9.1.8 Overall Architecture of Conversion:

There are 3 SQL Server databases involved in the conversion process.

1. EG_Template (for legacy data)
3. EnerGov (the production EnerGov db)
4. A database containing all conversion processes and mapping tables; maintained by Tyler's data conversion team. This db translates the data from EG_Template into the EnerGov db.





9.1.9 Progression of Conversion Development Process:

Step	Step Name	Responsible Party	Notes
1	Provide empty EG_Template database to client	Tyler	Database format will be SQL Server
2	Load legacy data into template database	Client	If there are multiple legacy data sources, all should be loaded into the one template SQL database.
3	Mapping process	Tyler /Client	Dependent on completed EnerGov configuration Spreadsheets will be used to communicate mapping values. Mapping questions may arise and both parties may need to discuss these until answers are agreed upon.
4	Import-specific configuration changes to EnerGov	Tyler	Certain fields or values may need to exist for imported records only. These usually require some minor EnerGov configuration changes.
5	Customize conversion scripts	Tyler	Minor customization can be expected for many conversions, based on special requests from client. Any special requests would also be added into the conversion scripts at this time.
6	Conversion execution	Tyler	Resulting EnerGov database will be provided to client team for review.
7	Review and either sign-off or request changes	Client	Client team will review the data and the interaction with it in the EnerGov software. If it meets the client's needs, sign-off will occur. If not, certain steps above may need to be repeated until client signs off on the conversion.



9.1.10 Progression of Final Conversion Cutover Process (Go-Live):

Step	Step Name	Responsible Party	Notes
1	Load legacy data into template database	Client	This should just be an up-to-date extract of the legacy data into the template db.
2	Conversion execution	Tyler	Resulting EnerGov database will be provided to client team. This will be the production EnerGov db.
3	Go-Live	Tyler /Client	Verification of EnerGov db and site functionality - Data Conversion sign-off Move to production phase

9.1.11 Data Import Areas:

9.1.12 Business Management

- Business entity (Only for Business Licensing)
- License master basic information
- License Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note Parcel and Addresses
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Contractors
- Business Types & NAICS codes
- Payment and Fee History

9.1.13 Community Development: Code Cases

- Code Case master basic information
- Code Case Contacts and Properties
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity Active Fees
- Activities and Actions
- Notes
- Holds
- Initialized Workflows
- Attachments



- Violations
 - Fees
 - Payments
 - Notes
- Meetings and Hearings
- Zones
- Requests
- Payment and Fee history

9.1.14 Community Development: Permits

- Permit master basic information
- Permit Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Renewals
- Initialized Workflows
- Attachments
- Contractors
- Projects
- Payment and Fee History

9.1.15 Community Development: Plans

- Plan master basic information
- Plan Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions



- Notes
- Zones
- Holds
- Initialized Workflows
- Attachments
- Projects
- Payment and Fee history
-

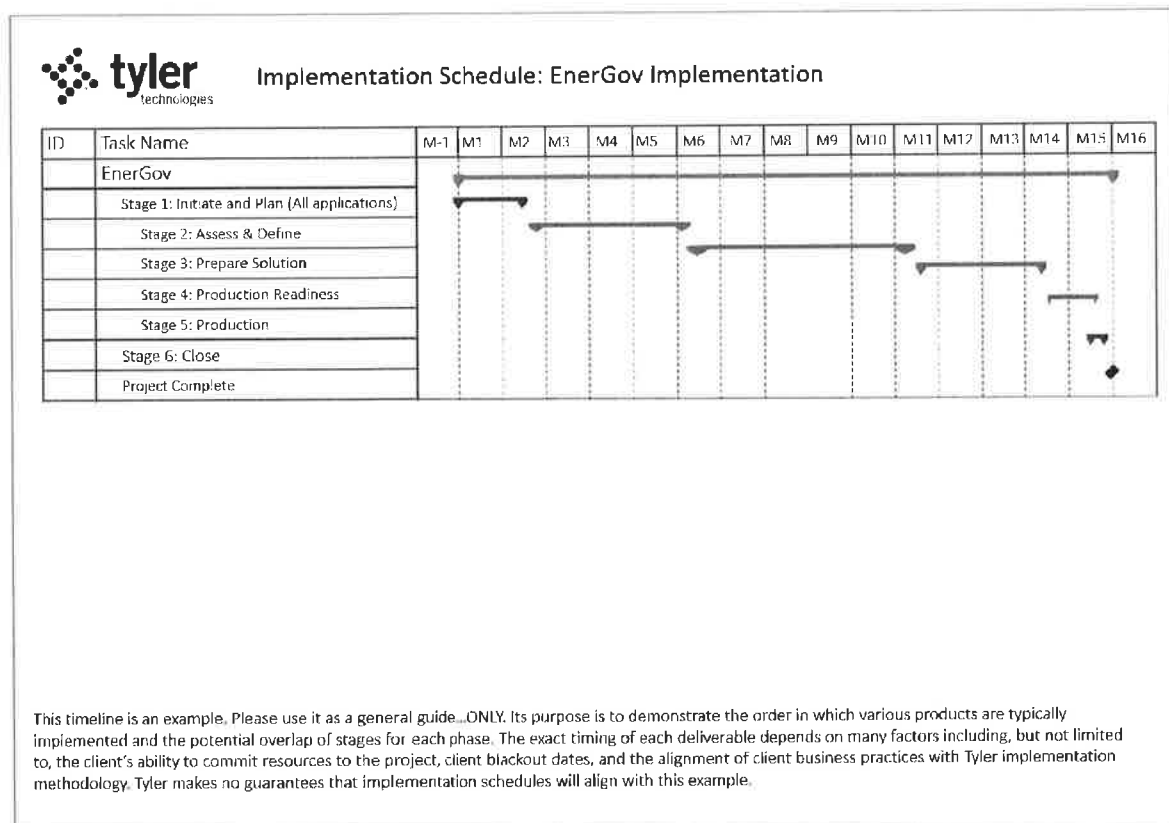


10. Additional Appendices

10.1 Intentionally left blank.

11. Project Timeline

11.1 EnerGov 16 Month Timeline



5
9/13/21



AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** 9/13/21

REGULAR AGENDA ☒ **Meeting Date:** 9/21/21

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 RFP Release Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County Health and Human Services is submitting to the BOCC an RFP for Developmental Disabilities that are responsive to the priorities listed in the RFP. Date of release for the RFP is scheduled to be September 22, 2021. The funding period will be January 1, 2022 through December 31, 2023. A total of \$200,000 will be available for this funding cycle.

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 the selected proposals is in the HHS 2022 budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Release the RFP notice for publication.

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kelley Lawrence

Relevant Departments: Health & Human Services

Date submitted: 9/7/21

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary - 2022 RFP DD for January 1, 2022 - December 31, 2023

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

Revised: 3-04-2019

REQUEST FOR PROPOSALS/QUALIFICATIONS

Clallam County is soliciting proposals from interested parties for integrated services and programs that support individuals with intellectual and developmental disabilities throughout Clallam County for the period January 1, 2022 through December 31, 2023.

Sealed proposals must be clearly marked on the outside of the envelope **“Developmental Disability Proposal 2022”**. Mailing address for proposal is: Board of Clallam County Commissioners · 223 E 4th Street, Suite 4 · Port Angeles, WA 98362, or hand-delivered (in accordance with current public health standards and in compliance with the Washington Ready Plan and to reduce the spread of COVID) to 223 E 4th Street, Room 150 (County Commissioner’s Office) · Port Angeles, WA. **Proposals MUST be received by 3:00 p.m., Monday · October 18, 2021**, whether by mail or by hand deliver. Submittals made in an incorrect format will not be considered. Proposals will be opened publicly and acknowledged at the Board of Clallam County Commissioners’ Meeting on Tuesday · October 19, 2021.

An RFP application and information packet is available on the Clallam County website at www.clallam.net/HHS or a hardcopy may be obtained Monday through Friday, 9:00am – 4:00pm, in the Health and Human Services Department, 111 E 3rd Street (upper floor), Port Angeles, WA (in accordance with current public health standards and in compliance with the Washington Ready Plan and to reduce the spread of COVID). Telephone 360.417.2407 or email klawrence@co.clallam.wa.us for packets.

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.

PASSED THIS _____ day of _____, 2021

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Loni Gores, Clerk of the Board

Mark Ozias, Chair

c: Department

Publish: September 26 and October 3, 2021

Bill: Health and Human Services



Clallam County
Health & Human Services
Developmental Disabilities

2022 Request for Proposals

January 1, 2022 – December 31, 2023

DEADLINE: OCTOBER 18, 2021

CLALLAM COUNTY
Health and Human Services
Developmental Disabilities
2022 REQUEST FOR PROPOSALS (RFP)
County Millage Funds

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CLALLAM COUNTY
Health and Human Services
Developmental Disabilities
2022 REQUEST FOR PROPOSALS (RFP)
County Millage Funds

The Clallam County Health and Human Services Department ~ Developmental Disabilities Program is requesting proposals for integrated services and programs that support individuals with intellectual and developmental disabilities with designated millage funds per RCW 71.20.110. Millage funds are a dedicated portion of the property tax that is required to be expended on developmental disability services.

Clallam County will ensure that individuals receiving services and supports have full access to the benefits of engaging in the community and are able to receive services and programs in the most integrated setting. Individuals with intellectual and developmental disabilities and their families should have opportunities for natural interactions and participation in all aspects of community life.

Clallam County day services and programs will adhere and support the values of State and Federal standards of Home and Community Based Settings (HCBS) requirements of 42 CFR 441.530 (a) (1) including that:

- The setting is integrated in the greater community and supports individuals to have full access to the greater community;
- Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
- The setting facilitates individual choice regarding services and supports and who provides them.

Additionally, Clallam County, also, aligns with the Developmental Disability Administration (DDA/DSHS) in support of the principles of:

“The Developmental Disability Administration Guiding Values”

Inclusion

Inclusion is being present and participating in the community using common resources and doing activities with other citizens. Living in a community means experiencing diversity. We want to live, work, learn, relax and recreate in places that offer us opportunities to meet and participate in community life.

Status and Contribution

Status is being valued and well regarded by others. Positive recognition is important to all of us, and can be influenced by where we work and live; go to school; our role as a community member; managing daily activities; personal appearance and style; having and managing money; what we bring to others; making purchases; personal relationships and pursuits; and more.

Contribution is about recognizing and developing interests and skills, and having the opportunity to contribute these in the community. Through contributing, we experience a sense of belonging and pride in ourselves. We are recognized by others for making a positive difference. Contribution leads to the experience of reciprocity (give and take), belonging and being well regarded by others. We feel valued and equal.

Relationships

Relationships offer a sense of belonging, continuity, and intimacy, and give meaning to life. Connection to others provides support and opens doors to new opportunities and experiences. Growth and stability both happen when we have a variety of relationships with family, friends, peers, coworkers, and community members.

Power and Choice

Power is having the ability to direct or influence our own lives. Information and experiences are basic to making choices. Choice is the opportunity to make decisions that are right for ourselves, and include the opportunity to succeed or fail.

Health and Safety

We believe the right to make choices and take risks is equally important to health and safety. Having information, experience and skills, giving to others, being in relationships and a sense of belonging all enhance and are integral to our safety and well-being. By improving all of these aspects of our lives, we become safer and healthier. A balance can and must be found. This allows each of us our own full and meaningful life with good health, needed safety, and the learning and self-worth which comes from making and living with our own decisions. We can find ways to have independence and choices while staying healthy and safe.

Competence

Competence is being capable of doing what we **need** to do, and what we **want** to do. We can show our competence in many ways. We may be partly or fully self-reliant. We may have the capacity to receive and direct assistance from others. We recognize that our abilities can vary and change based on the task, and that our capabilities change throughout the span of our lives. We believe everyone should be given opportunities to be as independent, self-reliant, and self-directing as possible. We know that different cultures have different ideas about competence and independence – these should be recognized and respected.

Contract for services will be effective January 1, 2022 – December 31, 2023 (24-month period).

Priorities for this RFP were identified from surveys conducted from stakeholders in the Fall of 2020 by our Clallam County Developmental Disability Program which assessed the current knowledge of services and supports in Clallam County as well as the level of inclusion and quality of life individuals who experience intellectual and developmental disabilities encounter in our community:

The purpose of these surveys was to provide guidance to the Clallam County Developmental Disability Program, Developmental Disability Advisory Committee (DDAC) and the Developmental Disabilities Administration (DDA) in order to address barriers and gaps in local service delivery in regards to individuals who experience intellectual and developmental disabilities.

Priorities identified from these surveys selected for this cycle of funding:

- Parent Support Services
- Early Intervention Services
- Training and Education for Individuals with Intellectual and Developmental Disabilities and/or their families and/or informal supports

A total of \$200,000 is available for integrated services and programs that support individuals with intellectual and developmental disabilities to be delivered between January 1, 2022 and December 31, 2023.

Your proposal/application must have one category selected. Only one category can be selected for each application. You can submit more than one application if you are proposing multiple projects.

PROPOSAL DEADLINE: MONDAY · OCTOBER 18, 2021 BY 3:00 P.M.

PROPOSALS MUST BE RECEIVED IN THE CLALLAM COUNTY BOARD OF COMMISSIONERS' OFFICE NO LATER THAN 3:00 P.M. ON MONDAY, OCTOBER 18, 2021, WHETHER HAND DELIVERED (in accordance with current public health standards and in compliance with the Washington Ready Plan and to reduce the spread of COVID) OR BY U.S. MAIL. NO LATE PROPOSALS WILL BE ACCEPTED.

EACH PROPOSAL MUST BE:

- 1. IN A SEPARATE ENVELOPE**
- 2. THREE RING HOLE PUNCHED**
- 3. ONE (1) ORIGINAL
AND**
- 4. EIGHT (8) COPIES**
- 5. THE OUTSIDE OF THE ENVELOPE SHALL BE MARKED
"Developmental Disability Proposal 2022"**
- 6. AN ELECTRONIC PDF VERSION OF THE PROPOSAL MUST BE
SENT TO KELLEY LAWRENCE AT: klawrence@co.clallam.wa.us**

A Mandatory Virtual Interview with the RFP Review Committee will be held the week of October 28th – November 3rd, 2021 (Date & Time TBD). Bidders will be contacted to schedule a Virtual Interview.

BACKGROUND OF MILLAGE FUNDS

In order to provide additional funds for the coordination and provision of community services for persons with developmental disabilities the county governing authority of each county in the state must budget and levy annually a tax in a sum equal to the amount which would be raised by a levy of two and one-half cents per thousand dollars of assessed value against the taxable property in the county to be used for community services for individuals with developmental disabilities.

SCOPE OF WORK

Proposals for Millage Funds must address one of the three priority areas of service and be an integrated program or service that supports individuals with intellectual and developmental disabilities.

- **Parent Support Services**
- **Early Intervention Services**
- **Training and Education for Individuals with Intellectual and Developmental Disabilities and/or their families and/or informal supports**

This Request for Proposal is available on the Internet at <http://www.clallam.net/HHS> or by contacting Kelley Lawrence at: Clallam County Health & Human Services; Phone: 360.417.2407; Email: klawrence@co.clallam.wa.us. The Clallam County Health and Human Services Department reserves the right to make unilateral modifications to this RFP to address changes on the state and/or local level.

REQUEST FOR PROPOSAL (RFP) TIMELINE
Clallam County
Developmental Disabilities
Millage Funds

Date	Activity
September 2, 2021	DDAC Approval of Priorities
September 13, 2021	RFP to BOCC Work Session for discussion
September 21, 2021	RFP to BOCC Regular Meeting for Approval
September 22, 2021	RFP Released and Posted (http://www.clallam.net/HHS) Advertised in Legal Newspaper 9/26 and 10/3 (required)
October 18, 2021	Proposals due to BOCC by 3:00 p.m.
October 19, 2021	Proposals opened and accepted at BOCC Regular Meeting and given to HHS Staff
October 28 - November 3, 2021 (Date to be decided)	<u>MANDATORY</u> Virtual Interviews with RFP Review Committee - Rating sheets completed/finalized - Preliminary recommendations made
November 4, 2021	RFP Review Committee makes final recommendations for funding to full DDAC for approval
November 15, 2021	BOCC Work Session for funding recommendations
November 23, 2021	BOCC acts on recommendations at BOCC Regular Meeting
November 23 - 30, 2021	Contracts are created and sent to County Prosecutor for approval (if required)
December 1 - 6, 2021	Contracts to Providers
December 13, 2021	Contracts returned to HHS with signatures
December 21, 2021	BOCC Regular Meeting for contract final approval and BOCC signature
December 22 - 30, 2021	Final contracts mailed out with billing forms
January 1, 2022	Services begin

Note – All dates are subject to change – Updated August 2021

I. APPLICANT ELIGIBILITY

This RFP is seeking interested providers, both public and private, with applicable licensure (if required), experience and an integrated infrastructure to provide integrated services and programs that support individuals who experience intellectual and developmental disabilities within Clallam County.

Any entity submitting a proposal must be able to meet the county liability insurance requirements through the duration of the project. (See "Insurance" section).

II. AVAILABLE FUNDING

Up to \$200,000 TOTAL for all projects for a 24-month period beginning January 1, 2022 and ending December 31, 2023.

III. PERIOD OF PERFORMANCE

Funding under this grant program is allocated for a 24-month fund cycle. The period of performance for services solicited under this RFP begins January 1, 2022 and ends December 31, 2023. Unspent funds in one funding cycle will not carryover to future fund cycles. Funding is not an assurance or guarantee of ongoing operational funding. Proposers are cautioned not to assume a commitment to future funding based on the receipt of funds in prior years. The funding process is competitive and funding recommendations are made based on the relative merits of all proposals received in each yearly cycle.

IV. PROGRAM AND POLICY GOALS

Services/Programs will be provided in an inclusive environment/setting to support the integration and participation of individuals with intellectual and developmental disabilities in the community.

Services shall not duplicate a service paid by other funding sources (cannot supplant).

- **Supplanting** - Means to “replace” or “take the place of.” Existing funds for a project and its activities may not be displaced by Millage funds and reallocated for other organizational expenses.

Services shall be for an individual with a developmental or intellectual disability as defined by Washington State in RCW 71A.10.020.

- **“Developmental Disability”** means a disability attributable to intellectual disability, cerebral palsy, epilepsy, autism, or another neurological or other condition of an individual found to be closely related to an intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities, which disability originates before the individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial limitation to the individual.

Individuals shall not be required to pay fees for services and/or activities that are paid with millage funds.

V. PROGRAM EVALUATION

Organizations/Providers must participate in a program evaluation for funded services. Grantees must have performance measures developed for each proposal. The emphasis should be on capturing data at regular intervals that can be used to determine whether funded services met expectations of the proposed project. Evaluation efforts must include standardized data collection and reporting processes that show outcomes of services provided.

See below for following types of information:

- Quantity of services (outputs) ***required***
- Level of change occurring among participants (outcomes) ***required***
- Various demographics **“required”**
- Return-on-investment or cost-benefit (system savings) ***highly recommended***
- Other measures (to be identified by Clallam County HHS and/or Provider). Agreed upon measures will be identified in the provider contract.

VI. EVIDENCE-BASED PROGRAMS

The Board of Clallam County Commissioners' are committed to supporting programs and organizations that use Evidence-Based Programs (EBP) that have been accepted as a best practice. Promising, Best Practice and Innovative Programs will be considered for funding, but, must include a robust evaluation process. Preference will be given to evidence-based programs that maintain fidelity.

VII.MINIMAL TECHNICAL REQUIREMENTS

All responses to this Request for Proposals (RFP) must be complete and meet the following minimum technical requirements to be further reviewed. All proposals shall be on plain white paper (8.5 x 11 inches) using 12 font with 1 inch margins and stapled once in the upper left corner. Pages should be numbered, including all attachments. Pages may be double sided. Binder clips may be used to keep pages together. Also, an electronic PDF version of the proposal must be sent to: Kelley Lawrence at klawrence@co.clallam.wa.us.

The original (1) proposal and eight (8) additional copies, including all supporting material, must be three-hole punched, sealed in an envelope or box and submitted to:

MAILING ADDRESS:

Clallam County Board of Commissioners
Attn: HHS/DD Millage Funds
223 E 4th Street, Suite 4
Port Angeles, WA 98362

PHYSICAL ADDRESS:

Clallam County Board of Commissioners
Clallam County Courthouse
Attn: HHS/DD Millage Funds
223 E 4th Street, Room 150
Port Angeles, WA 98362

Please clearly mark the mailing address on the box or envelope.

Proposals must be received by 3:00 p.m. on Monday · October 18, 2021 at the physical address (in accordance with current public health standards and in compliance with the Washington Ready Plan and to reduce the spread of COVID). Proposals not received by the deadline will not be considered for review. If a proposal is mailed to a location or office that is not designated for receipt of the proposal and, as a result, the designated office does not receive the proposal by the deadline, the proposal will be considered late and ineligible for review.

VIII. GRANT PROPOSALS

All grant proposals will be screened and rated based on the following information.

Instructions for Completing the Grant Proposal Project Narrative:

Using Attachment B: Narrative Template and Budget for Grant Proposals please provide the following information. The Narrative is limited up to 10 pages (excluding attachments).

Narrative Information

1. Organizational Capacity

20 Points

A. Organizational Governance and Financial Audit

Provide a description of your internal governance and leadership structure. Provide a description of your basic managerial and fiscal structure including program management, accounting and internal controls. Summarize the results of your Agency's (or your unit of financial independence) most recent audit/or administrative inspection. Include description of any disallowed costs, questioned costs and administrative findings. Explain your plan or response to any findings.

B. History of Project Management

Provide evidence and examples of similar projects implemented and managed which demonstrates the ability of the organization to successfully implement and manage publicly funded projects in a timely manner, within budget, and consistent with funding requirements.

C. Staffing Capacity

Provide a complete list of staff positions for the project, including the Project Director and other key personnel, showing the role of each and their level of effort and qualifications. Discuss how key staffs have demonstrated experience with and understand the service needs of individuals who experience intellectual and developmental disabilities (IDD).

2. Community Needs and Benefit

20 Points

A. Needs and Target Population

What do you identify as the community need? How do you quantify and measure the need? The statement of need should include a clearly established plan of service. What is the target population you intend to serve and what is that populations' unmet need or gap in services you propose to address? How many people in Clallam County are in need of the service you propose and how many individuals within this target population will you serve during the grant period?

B. Outreach

Describe your outreach plan for your target population and how it ensures that eligible persons learn about and have access to your program.

C. Link between Community Need and Gaps in Service

Describe how the identified need is consistent with meeting Community Need and Gaps in Service in Clallam County.

3. Project Description

40 Points

A. Project Description

Describe your project. Include what services you will provide, when you will provide them and where services will be delivered. Provide a timeline for implementation.

B. Evaluation

Describe your plan for program evaluation, including data collection, management and analysis. Use the Evaluation Worksheet (**Attachment C**) to describe: 1) Goals; 2) Activities and; 3) Objectives. Objectives must be measurable and include both outputs and outcomes. One output should be the number of individuals served. Outcomes are benefits or changes for program participants and may relate to behavior, skills, knowledge, attitude, values, conditions, or other attributes.

C. Evidence-Based, Promising, Best, or Innovative Practices

What evidence-based, promising, best or innovative practice(s) will you use to serve your target population? Preference will be given to evidence-based programs that demonstrate fidelity.

Promising and best practices will be considered for funding, but, must include a robust evaluation process.

D. Community Inclusion and Integration

Describe how your services or project will provide inclusion for participants in the community and how you intend to integrate with other programs in the community. What kind of impact will the project have?

4. Project Budget

20 Points

A. Budget Narrative

Provide a narrative justification of the items included in your proposed budget and a description of existing resources and other support you expect to receive for the proposed project. Provide clear evidence that the project scope will not supplant current project funding, and confirm that other funding sources are exhausted prior to the utilization of these funds.

B. Project Budget

Funding under this grant program is allocated for a 24-month period. Initial funding is not an assurance or guarantee of ongoing operational funding. Submit a complete budget of the project including any in-kind match.

Copy of your most recent financial audit. Include any responses to any findings, etc.

IX. REVIEW AND SELECTION CRITERIA

The Clallam County Developmental Disabilities Advisory Committee will convene a review committee and evaluate eligible proposals and make recommendations to the Clallam County Board of Commissioners. Only individuals who do not have a conflict of interest will participate on the RFP Review Committee.

Grant Proposals will be evaluated as per section VIII. The RFP Review Committee will convene to develop written questions they have regarding each proposal. Proposers will be notified of the date and time to appear before the committee for a question and answer session. Proposers will give a 5-10 minute summary of their proposed project and then have time to address the questions from the committee. The sessions are used to further the evaluation process and clarify questions raised by the written proposals. Be prepared to respond to questions about the proposal related to project design, budget and community integration. Please bring the persons within the organization that can provide a response to these questions.

All applicants will be notified in writing of the acceptance or rejection of their proposals. If a proposal is not selected for funding, the organization may resubmit a proposal at the next grant cycle.

1. Important factors include:

- A. The degree the proposal addresses gaps in services.
- B. Effectiveness of proposed services demonstrated by strategies to obtain realistic projected measurable outcomes.
- C. Proposal cost versus services provided.
- D. Efficacy of program design and the degree to which the agency demonstrates an understanding of the program/project requested by the RFP.
- E. Compliance of proposal with the requirements contained within the RFP.

- F. Evidence of successful collaboration with other organizations in the community that provide similar or complementary services that will assist in making the project a success.

In evaluating each proposal, the County reserves the right to consider past County contract performance if the provider has had a contract for services in the past.

2. Unacceptable Proposals

Some examples of what would constitute an unacceptable proposal are those which meet at least one of the following criteria:

- A. Does not address all the requirements of the particular project.
- B. Demonstrates that the applicant does not understand the requirements of the RFP or the project.
- C. Contains inappropriate or unreasonable costs.
- D. Does not meet the deadline for submittal.
- E. Does not meet the prescribed number of copies for submittal.
- F. Does not provide an integrated setting for service or program

X. CONTRACT TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

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 that 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 that 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.

- A. The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.
- B. With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of

damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

- C. The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

- 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 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 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 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 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: Kelley Lawrence

Title: Clallam County Developmental Disabilities Coordinator

Address: 111 E 3rd Street · Port Angeles, WA 98362

Telephone: 360-417-2407

E-mail: klawrence@co.clallam.wa.us

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. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
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 the 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: Each monthly invoice will include all backup for expenses that are being reimbursed. A county billing form will be provided.

Quarterly reports will be required with narrative and measurable outcomes that were accepted in the RFP agreement.

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:

☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Property damage	\$1,000,000 per occurrence
	\$2,000,000 aggregate

☒ **ERRORS AND OMISSIONS or PROFESSIONAL
LIABILITY with an Extended Reporting Period**

Endorsement (two year tail)	\$2,000,000 per occurrence
-----------------------------	-------------------------------

☒ **WORKERS COMPENSATION:** Statutory amount

IF USING VEHICLES FOR SERVICES BEING CONTRACTED:

☒ **AUTOMOBILE:** coverage on owned, non-owned, rented and
hired vehicles

Bodily injury, liability, including death	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Property damage liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate

☒ **BUSINESS AUTOMOBILE LIABILITY:** \$1,000,000
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 policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. 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 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

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):

XI. ATTACHMENTS

ATTACHMENT A – Grant Summary

ATTACHMENT B – Narrative and Budget

ATTACHMENT C – Evaluation

**GRANT SUMMARY
CLALLAM COUNTY HHS – DEVELOPMENTAL DISABILITIES
MILLAGE FUND RFP**

Organization Name: _____

Proposal Title: _____

Check One: ☐ Parent Support Services ☐ Early Intervention Services
☐ Training and Education for Individuals with Intellectual and
Developmental Disabilities and/or their families and/or informal supports

Proposal Summary:

Requested Funds Amount: \$_____

Matching/In-kind Funds Amount: \$_____

Street Address:

City:

State:

Zip:

Primary Contact:

Phone:

E-Mail:

Non-Profit Status: 501C3 of the Internal Revenue Code? ☐ Yes ☐ No

Federal Tax ID Number: _____

- If incorporated, attach a list of the members of the Board of Directors, including names and addresses.
- If not incorporated (sole proprietor or partnership), attach a list of the names and addresses of the principals.

Signature, Title

Date

**NARRATIVE AND BUDGET
CLALLAM COUNTY HHS – DEVELOPMENTAL DISABILITIES
MILLAGE FUND RFP**

**All Proposals will be screened and rated based on the following Narrative information using the template below.
The Narrative is limited up to 10 pages.**

1. Organizational Capacity

- A. Organizational Governance (attach most recent financial audit)
- B. History of Project Management
- C. Staffing Capacity

2. Community Needs and Benefit

- A. Needs – Gaps in Services and Target Population
- B. Outreach Plan

3. Project Description

- A. Project Description (Who, What, Where, When)
- B. Evaluation
 - Goals
 - Activities
 - Objectives

- Output
- Outcome

C. Is your project an evidence-based or Promising Practices (explain)

D. Community Inclusion and Integration (explain)

4. Project Financial Feasibility

A. Budget Narrative

(See Next Page for Budget Worksheet)

BUDGET WORKSHEET

	Budget Form	Total Amount	Total Amount Requested
a.	Personnel (Name/Position/Hourly Rate)		
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
	Total Personnel	\$	\$
b.	Benefits (explain)		
		\$	\$
		\$	\$
	Total Benefits	\$	\$
c.	Direct Expenses (explain)		
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
	Total Direct Expenses	\$	\$
d.	Other Expenses (explain)		
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
	Total Other Expenses	\$	\$
e.	10% of Salaries Only	\$	\$
f.	In-Kind	\$	
	TOTAL REQUEST	\$	\$

**EVALUATION
CLALLAM COUNTY HHS – DEVELOPMENTAL DISABILITIES
MILLAGE FUND RFP**

INSTRUCTIONS:

Evaluation is the collection of information about a program in a systematic and defined manner to demonstrate success, identify areas for improvement and lessons learned. Every program has at least one end goal and might have several – one or more activities are required to make progress toward meeting the goal. Progress is measured with one or more objectives that might cover an output (number of something) or outcome (change over time) due to the program.

DEFINITIONS:

Goal:	A broad statement or a desired, longer-term, outcome of a program. A program can have one or multiple goals. Each goal has a one or more related specific objectives that, if met, will collectively achieve the stated goal.
Activity:	Work performed to produce specific outputs and outcomes.
Objective:	A statement of a desired program result (specific, measurable, achievable, realistic, and time-bound).
Output:	Results of program activities; the direct products or deliverables of program activities; such as number of: sessions completed, people served, materials distributed.
Outcome:	Effect of a program (change) - can be in: participant satisfaction; knowledge, attitude, skill; practice or behavior; overall problem; or a measure of return-on-investment or cost-benefit. Identify any measures that are “fidelity” measures for an evidence based practice.

EVALUATION WORKSHEET

GOAL	ACTIVITY	OBJECTIVE	OUTPUT	OUTCOME



9
9/13/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 09/13/21

REGULAR AGENDA ☒ Meeting Date: 09/14/21

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 - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

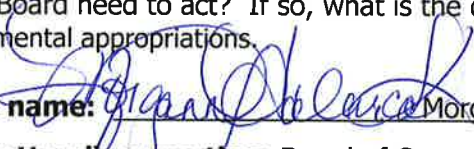
Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on September 28, 2021

Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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?** ☐

Sheriff – OPNET Drug - \$84,022
Sheriff – OPNET Drug - \$45,773
Sheriff – Operations - \$52,592
Superior Court - \$111,745

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of supplemental appropriations.

County Official signature & print name:  Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: September 8, 2021

* 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)



NOTICE OF SUPPLEMENTAL APPROPRIATIONS BUDGET MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board, the supplemental budget appropriations in the following funds pursuant to RCW 36.40.100, at 10 a.m. on September 28, 2021 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

Sheriff – OPNET Drug

- Additional funding from Department of Commerce Multi-Jurisdictional Drug-Gang Task Force Program for the Narcotics Task Force Program/\$84,022
- Additional funding from the sale of forfeited vehicles and firearms will pay Washington State Treasurer 10% of two vehicles and remainder to be used to purchase two replacement vehicles/\$45,773

Sheriff – Operations - Adds funding from reimbursement from FY18 & FY19 Operation Stonegarden Grant for patrol overtime, grant coordinator salary and benefits and patrol mileage related to grant activities for January through June 2021/\$52,592

Superior Court – Additional funding for Uniform Guardianship Act Minor Guardianship program/\$111,745

Copies of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: 14 September 2021

Mark Ozias, Chair

Publish: September 19 and 26

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE

AUG 19 2021



Date Submitted: 08/18/21

Budget Hearing/Meeting Date: 09/28/21

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11008.811 ✓	Budget Name	Sheriff - OPNET Drug ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11008.811 ✓	Sheriff – OPNET Drug ✓	33316.73.8000 ✓	Narcotics Task Force Program	84,022
Total				84,022 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11008.811 ✓	Sheriff – OPNET Drug ✓	52123.10.0010	Regular Time	25,000
		52123.10.0500 ✓	Overtime	500
		52123.20.0020 ✓	Benefits	9,254
		52123.31.0010 ✓	Office Supplies	700
		52123.31.0020 ✓	Operating Supplies	2,500
		52123.31.0026 ✓	Uniforms & Clothing	1,500
		52123.32.0015 ✓	Gasoline	2,500
		52123.35.0010 ✓	Small Tools and Minor Equipment	5,000
		52123.41.0020 ✓	Professional Services	15,000
		52123.41.5120 ✓	Public Works	500
		52123.42.0015 ✓	Cellular Phone	625
		52123.43.0020 ✓	Travel – Training	1,500
		52123.45.0010 ✓	Building/Office Rental	3,600
		52123.48.0040 ✓	Equipment – Repair and Maintenance	500
		52123.48.0042 ✓	Vehicle – Repair and Maintenance	1,000
		52123.49.0030 ✓	Printing and Binding	100
		52123.49.0049 ✓	Document Destruction	100
		52123.49.0058 ✓	Seizure Costs	2,000
		52123.49.0060 ✓	Registration	500
11008.811	Sheriff OPNET	50800.00.0000 ✓	Ending Fund Balance	11,643
Total				84,022 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding from WA State Department of Commerce Multi-Jurisdictional Drug-Gang Task Force Program grant award #F18-31440-003 that is anticipated to be expended in FY2021 but not already budgeted for.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Revised: J:\SDATA\BUDGETS\2021\Budget Changes\11008 JAG supplemental 092821.docx

WJ Benedict

115



Budget Hearing/Meeting Date: 09/28/21

SEP 03 2021

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 09/03/21 ✓

Budget Hearing/Meeting Date: 09/28/21 ✓

- X **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or revisions within departments
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.811 ✓	Budget Name	Sheriff - Operations
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff - Ops	34210.00.0000 ✓	Law Enforcement Services	52,592
				52,592 ✓

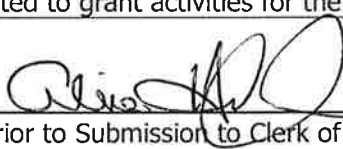
EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.811 ✓	Sheriff - Ops	52122.10.0500 ✓	Overtime	45,056
		52122.45.0015 ✓	Vehicle Rental/Lease	853
		52123.10.0010 ✓	Regular Time	4,292
		52123.20.0020 ✓	Benefits	2,391
				52,592 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Reimbursement from FY18 & FY19 Operation Stonegarden Grants for patrol overtime, grant coordinator salary and benefits, and patrol mileage related to grant activities for the months of January-June 2021.

County Official Approval: 
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)



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SEP 02 2021

CLALLAM COUNTY BUDGET CHANGE FORM

9/2/2021

Date Submitted: 8/31/21

Budget Hearing/Meeting Date: 9/28/21 ✓



- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.861 ✓	Budget Name	Superior Court ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.861 ✓	Superior Court ✓	33401.20.0065 ✓	AOC Uniform Guardianship Act	\$111,745
Total				\$111,745 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.861 ✓	Superior Court ✓	51221.41.0088 ✓	Minor Guardianship	\$111,745
Total				\$111,745 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Superior Court has received additional grant funding for our UGA Uniform Guardianship Act in the amount of \$111,745. Please add these funds to our 2021 budget line for the UGA Minor Guardianship program.

County Official Approval:

[Signature]

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Signature]

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9/13/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 09/13/21**

REGULAR AGENDA ☒ **Meeting Date: 09/14/21**

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 - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

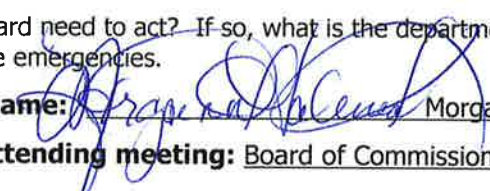
Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on September 28, 2021

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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?** ☐

Non Departmental - \$40,000
Parks & Facilities - \$12,631
Parks & Facilities - \$22,150
Parks & Facilities - \$39,000
Sheriff – Jail Medical - \$31,500
Sheriff – OPNET Drug - \$4,500

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of debatable emergencies.

County Official signature & print name:  Morgann Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: September 8, 2021

* 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)



BUDGET RESOLUTION _____, 2021

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

Non Departmental - Additional funding for contract with CBG Communication for professional services for renegotiation and technical review work for the WAVE cable franchise renewal/\$40,000

Parks and Facilities

- Additional funding for expenses related to COVID-19 for goods and services expenditures incurred in August, 2021 expected to be reimbursed through FEMA/\$12,631
- Additional funding for wages for temporary custodian hired through Express Personnel for June through November 2021/\$22,150
- Additional funding for the purchase and installation of Supply Fan 1 to the HVAC system in the courthouse and a replacement hot water heater in the Jail/\$39,000

Sheriff – Jail Medical – Additional funding for expenses related to COVID-19 for inmate testing expenditures incurred April - August, 2021/\$31,500

Sheriff – OPNET Drug – Additional funding to purchase two replacement vehicles for OPNET use/\$4,500

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

1. A public hearing on the debatable emergencies listed above will be held September 28, 2021 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 14th day of September 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

Publish: September 19, 2021
Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 8/19/2021 ✓

Budget Hearing/Meeting Date: 9/28/2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.291 ✓	Budget Name	NonDepartmental ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	40,000
Total				40,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.291 ✓	NonDepartmental ✓	51420.41.0020 ✓	Professional Services	40,000
Total				40,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding in the amount of \$40,000 for our new contract with CBG Communications. CBG Communications will provide renegotiation and technical review work relating to the WAVE cable franchise renewal.

County Official Approval: 
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)



116

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE

AUG 31 2021



Date Submitted: September 1, 2021 Budget Hearing/Meeting Date: September 28, 2021

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.911. ✓	Budget Name	Parks & Facilities ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	\$12,631
Total				\$12,631 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911. ✓	Parks & Facilities ✓	57680.31.0035 ✓	Cleaning and Sanitation Supplies	\$3,821
00100.911. ✓	Parks & Facilities ✓	57680.41.1030 ✓	Personnel Services	\$8,810
Total				\$12,631 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To pay for additional expenses related to the Covid 19 virus event in Clallam County that were paid from the Parks and Facilities budget in 2021. This is to cover the goods and services expenditures incurred in August 2021, and are expected to be reimbursed through FEMA reimbursements.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Handwritten signature]

117

AUG 31 2021



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: September 1, 2021 Budget Hearing/Meeting Date: September 28, 2021

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.911. ✓	Budget Name	Parks & Facilities ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	\$22,150
Total				\$22,150 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911. ✓	Parks & Facilities ✓	57680.41.1030 ✓	Personnel Services	\$22,150
Total				\$22,150 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To pay for wages for a temporary evening custodian hired through Express Personnel to cover for custodian Hal Fjarle while he is off work on medical leave. The expectation is that Hal will be out on medical leave at least through November, possibly longer, pending approval from his medical provider. This will cover wages paid to Express Personnel for a temporary custodian for the time period of June through November, 2021.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

118

CLALLAM COUNTY BUDGET CHANGE FORM

AUG 31 2021



Date Submitted: August 31, 2021 ✓

Budget Hearing/Meeting Date: September 28, 2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.911. ✓	Budget Name	Parks & Facilities
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	\$39,000
Total				\$39,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911 00100.911	Parks & Facilities ✓	57680.48.0010 ✓	Building Repair and Maintenance	\$39,000
Total				\$39,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

- 1) For the purchase and installation of replacement Supply Fan 1 to the HVAC system in the Courthouse facility. This fan is critical to the proper functioning of the main air system for the courthouse. The cost of this replacement will be \$14,000.
- 2) For the purchase and installation of a replacement water heater in the Jail facility. The water heater was old and in need of replacement and determined to be beyond repair making replacement necessary. The cost of replacement of the water heater will be \$25,000.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

SEP 03 2021

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 09/03/21 ✓

Budget Hearing/Meeting Date: 09/28/21 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.816 ✓	Budget Name	Sheriff – Jail Medical ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	31,500
Total				31,500 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.816 ✓	Sheriff – Jail Medical ✓	52360.41.0086 ✓	Inmate Medical ✓	31,500
Total				31,500 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To pay for additional expenses related to the COVID 19 virus event in Clallam County. This is to cover the inmate testing expenditures incurred April-August 2021.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

121



Continued Work Session @ 1 pm

AGENDA ITEM SUMMARY

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

Department: BOCC

CONTINUED WORK SESSION ☒ **Meeting Date: 9-13-21 at 1 p.m.**

Item summary:

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

Executive summary:

The Commissioners wish to hold an open-ended discussion about how to improve the code enforcement effort in Clallam County. All three Commissioners are aware of multiple, ongoing code violations in our respective Districts that are simply not being effectively or successfully addressed at the current time; the county's inability to consistently and competently address these violations is having a devastating impact on neighbors and neighborhoods and something needs to change.

While our County Charter gives the Director of Community Development the responsibility of oversight for code enforcement, the participation of the Sheriff's Department, the Prosecutor's Office, Environmental Health Department, and Commissioners are often necessary and the "multi-jurisdictional" nature of this effort requires improved coordination.

We intend to touch on all aspects of code enforcement including a review of the efficacy of the Hearings Examiner and Code or Ordinance updates that would facilitate enforcement actions. We also intend to discuss performance and accountability measures for the code enforcement effort, and hope to discuss concrete steps that can be taken to build stability and consistency in order to better serve county residents moving forward.

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?** ☐

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

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

Name of Employee/Stakeholder attending meeting: Department of Community Development, Health and Human Services – Environmental Health, Sheriff's Office, Prosecuting Attorney's Office, Board of Commissioners

Relevant Departments: Department of Community Development, Health and Human Services – Environmental Health, Sheriff's Office, Prosecuting Attorney's Office, Board of Commissioners

Date submitted: 8-25-21

* 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)

Continued Work Session Code Enforcement 9-13-21.docx
Revised: 3-04-2019



AGENDA ITEM SUMMARY

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

6
9/13/21

Department: Public Works

WORK SESSION ☒ **Meeting Date: 9-13-21**

REGULAR AGENDA ☒ **Meeting Date: 9-21-21**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 304-21-0001A | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other : |

Documents exempt from public disclosure attached: ☐

Executive summary:

This is an amendment to the contract with Anchor QEA for 30% design of the Dungeness Off-channel Reservoir project that the BOCC authorized on July 13, 2021. This amendment includes two additional tasks to support the Reservoir project. The first task completes the Phase 2 ESA performed in June 2021. The Phase 2 ESA was conducted to evaluate the potential contaminants at the "Old Sequim Dump" in the southern part of the larger DNR parcel. In one of the borings, low levels of potential petroleum contamination were detected. According to Anchor QEA, the measurements were biased high by the presence of naturally occurring organic matter. Follow-up testing with a larger sample volume that can be obtained from a well is needed to rule out the presence of groundwater contamination and verify the actions and costs that will be required to close out the environmental issues at the Old Sequim Dump. The second task supports water quality evaluations related to overland flow and irrigation water that could potentially be stored in the Reservoir. The main part of this second task in this amendment is to prepare a Quality Assurance Project Plan (QAPP) that describes the purpose, location of sampling sites, sampling methods, analytical methods, and interpretive criteria for monitoring the water quality of overland flow and irrigation water as inputs to the Reservoir. The QAPP is a requirement of the project's funding from Ecology.

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?** ☐

There is no budgetary impact at this time. Payments for the amendment tasks to 30% design will be reimbursed by the County's Ecology Streamflow Restoration grants.

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

Design Amendment Agenda Item Summary (9-8-21).docx

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

Revised: 3-04-2019

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

Please sign the amendment.

County Official signature & print name: 

Name of Employee/Stakeholder attending meeting: Joe Donisi for Carol L. Creasey

Relevant Departments: Public Works and Parks, Fair & Facilities

Date submitted: 9-8-21



**PERSONAL SERVICES AGREEMENT
AMENDMENT NO. 1**

THIS AMENDMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Anchor QEA, LLC
Address: 1201 Third Avenue, Suite 2600
Seattle, Washington 98101
Phone No: 206-287-9130

(hereinafter called "Contractor") and changes the following attachments to the agreement entered into on the 13th day of July 2021.

This Agreement is comprised of:

- ☒ Attachment A – Scope of Work
- ☒ Attachment B – Compensation

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Amendment shall commence on the 7th day of September 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of January 2022.

IN WITNESS WHEREOF, the parties have executed this Amendment on this ____th day of September 2021.

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS

David Rice
Anchor QEA, LLC

Mark Ozias, Chair

Print name: David Rice

Title: Member, LLC

Date: September 7, 2021

Originals: BOCC
Vendor
Initiating Department

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY.

SCOPE OF WORK

This scope of work includes additional work to be completed to support the Dungeness Off-Channel Reservoir Project – Phase 1: Preliminary Design. This PSA amendment includes two separate tasks. As described below, the first task (A1-1) supports cleanup work and property acquisition issues related to the “Old Sequim Dump” located on the southern portion of the property. The second task (A1-2) supports water quality evaluations related to overland flow inputs and irrigation water associated with the project.

Task A1-1: Monitoring Well Installation and Groundwater Quality Monitoring

Under a separate agreement, Anchor QEA completed Phase 1 Environmental Site Assessment (ESA) and a Phase 2 ESA to evaluate environment conditions at the “Old Sequim Dump” located on the southern portion of the property. That work confirmed the presence of landfill debris and limited soil contamination requiring cleanup under the Model Toxics Control Act (MTCA) regulations. The costs to complete that work will be considered as part of property purchase negotiations with the Washington Department of Natural Resources (DNR).

During the Phase 2 ESA three temporary borings were used to sample groundwater. Groundwater quality at two of the three borings was clean. In the third boring low levels of potential petroleum contamination were detected, but the measurements were biased high by the presence of naturally occurring organic matter. Follow-up testing using a groundwater monitoring well is required to rule out the presence of groundwater contamination and verify the actions and costs that will be required to close out the environmental issues at the Old Sequim Dump.

Under Task A1-1, Anchor QEA and our subcontractors will complete the following activities:

- Call a private utility location company to confirm that there are no utilities at the planned drilling location
- Drill a soil boring with roto-sonic drilling methods adjacent to previous boring SB-3
- Install a flush-mount monitoring well across the first water-bearing zone
- Develop the well
- Sample the well for petroleum hydrocarbons (WTPH-d extended, analysis to be conducted both with and without silica gel cleanup) and total and dissolved heavy metals
- Integrate the data in a revision to the Phase 2 ESA previously prepared by Anchor QEA
- Update the cost estimate for the Old Sequim Dump based on updated findings of the Phase 2 ESA
- Dispose of drill cuttings generated during installation of the well

The well installation will be conducted by Holt Drilling during the September geotechnical investigation being performed for the project, with oversight by Shannon & Wilson. Anchor QEA will conduct the development of the well, groundwater sampling, reporting and cuttings disposal.

All on-site work will be performed in accordance with the land use license agreement between DNR and the County.

Task A1-2: Preparation of a QAPP for Surface Water Quality Monitoring

In support of the reservoir development project, Clallam County is conducting a more detailed surface water quality monitoring program. That program will help inform what existing water quality is in overland flows that are to be potentially stored in the reservoir and in the existing irrigation flows in the ditches located to the north and south of the proposed reservoir. This information will help inform the design of the reservoir and can be shared with project stakeholders with an interest in irrigation and reservoir water quality management.

Under Task A1-2, Anchor QEA will develop a Quality Assurance Project Plan (QAPP) that will describe the purpose, locations, sampling methods, analytical methods and interpretive criteria for monitoring of overland flow and irrigation ditch water. Seven to ten sampling locations are currently contemplated:

- Overland Flow: Overland flow inputs will be collected from the existing Highland District irrigation canal near the intersection of Happy Valley Road and Sporseen Road; this is the expected location of high-water overland flow diversion into the reservoir
- Irrigation Ditch Water: Existing irrigation ditch water will be collected within the existing Highland District, Sequim Prairie Tri Association, and Dungeness Irrigation District irrigation ditches

downstream of the proposed reservoir, at the Highland Irrigation District point of diversion, and directly north of the proposed reservoir to document baseline water quality prior to reservoir construction. Other anticipated testing locations are to be located at ditch crossings of county roads (for example, at West Secor Road, East Silberhorn Road and West Hendrickson Road). The final number and location of testing locations will be determined in coordination with the County.

The overland flow sampling is intended for implementation during the wet season (i.e., between November and May). The irrigation ditch water baseline sampling is intended for implementation during the irrigation season (typically April 15 through September 15) and during the time when maximum allocation water is available (November 16 through July 14). The QAPP will be sufficiently detailed for implementation by others.

Monitoring parameters and methods proposed for inclusion in the QAPP include the following:

- Field parameters:
 - pH
 - Turbidity
 - Temperature
- General parameters:
 - Total suspended solids
 - Total organic carbon
- Nutrients:
 - Organic nitrogen
 - Ammonia nitrogen
 - Nitrate/nitrite nitrogen
 - Total phosphorus (total and dissolved)
- Naturally occurring metals
 - Iron (total and dissolved)
 - Manganese (total and dissolved)
 - Arsenic (total and dissolved)
- Overland flow indicator parameters
 - Petroleum (WTPH-d extended with silica gel cleanup)
 - Copper (total and dissolved)
 - Zinc (total and dissolved)
- Bacteriological Testing
 - E-coli

The QAPP will include rationale for parameter selection as well as detailed sampling and analysis methodology. The QAPP will be provided as a draft for County review. The QAPP will be finalized after receipt and incorporation of County and WA Dep't. of Ecology comments on the draft.

COMPENSATION

1. ☐ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of _____ (\$X,XXX) 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) _____.

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:

<i>Name/Position</i>	<i>Hourly Rate</i>
Principal Scientist	\$307
Senior Manager	\$257
Manager	\$216
Senior Staff	\$169
Staff 3	\$139
Staff 2	\$119
Staff 1	\$109
Senior CAD Designer	\$150
CAD Designer	\$150
Project Coordinator/Technical Editor	\$146
Project Coordinator (Admin)	\$80
Technician	\$74

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 **thirty-two thousand six hundred and eight dollars (\$32,608— see Table 1)** 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):

Table 1.**2021 Clallam County LABOR BUDGET ESTIMATING FORM**

09/03/21

Clallam County

PSA Amendment 1

Clallam County - Dungeness Reservoir

PSA Amendment 1

D. Rice

Task 1 A1-1: Well Installation, Sampling & Reporting

Task 2 A1-2: Water Quality Testing QAPP

Task 3

Labor Categories	Billing Rate	Task 1	Task 2		Total Hours	Total Dollars
Principal	\$ 307	1	4		5	\$ 1,535
Senior Manager	\$ 257	1	1		2	\$ 514
Manager	\$ 216	0	0		0	\$ -
Senior Staff	\$ 169	32	40		72	\$ 12,168
Staff 3	\$ 139	12	0		12	\$ 1,668
Staff 2	\$ 119	0	10		10	\$ 1,190
Staff 1	\$ 109	0	0		0	\$ -
Senior CAD Designer	\$ 150	0	0		0	\$ -
CAD Designer	\$ 150	0	0		0	\$ -
Project Coordinator/Technical Editor	\$ 146	1	4		5	\$ 730
Project Coordinator (Admin)	\$ 80	4	0		4	\$ 320
Technician	\$ 74	0	0		0	\$ -
Total Hours		51	59		110	
Total Labor		\$ 8,106	\$ 10,019			\$ 18,125
Subconsultants						
Holt Services		\$ 6,294	\$ -			\$ 6,294
Laboratory		\$ 500	\$ -			\$ 500
APS (utility locates)		\$ 150	\$ -			\$ 150
Shannon & Wilson		\$ 4,707	\$ -			\$ 4,707
Cuttings Disposal		\$ 1,200	\$ -			\$ 1,200
Total Cost		\$ 12,851	\$ -			\$ 12,851
Markup	8.0%	\$ 932	\$ -			\$ 932
Internal Reimbursables (no markup)						
CAD/GIS/Computer Modeling (\$/hr)	\$10.00	\$ -	\$ -			\$ -
Copies (\$/copy)	\$0.10	\$ -	\$ -			\$ -
Anchor truck (\$/day)	\$150	\$ 300	\$ -			\$ 300
Faxes (\$/fax)	\$1.00	\$ -	\$ -			\$ -
Total Cost		\$ 300	\$ -			\$ 300
Markup (External Expenses Only)	8.0%	\$ -	\$ -			\$ -
Field Equipment and Supplies Summary (PPE, PID, GPS, Sampling Kits, Shipping)						
		\$ 400	\$ -			\$ 400
TOTAL COSTS		\$ 22,589	\$ 10,019			\$ 32,608



AGENDA ITEM SUMMARY

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

7
9/13/21
3a

Department: BOCC

WORK SESSION ☒ Meeting Date: 9-13-21

REGULAR AGENDA ☐ Meeting Date: 9-14-21

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 – New Policy |

Documents exempt from public disclosure attached: ☐

Executive summary:

Greenhouse Gas Policy:

Agenda Item Summary: Any number of state and federal grants require that Clallam County have a Greenhouse Gas Policy in place in order to make application. Today we will be reviewing a draft Greenhouse Gas Policy for adoption; it is anticipated that this initial policy will serve as a starting point for additional strategies and considerations.

Review and request a call for hearing for new Greenhouse Gas Policy.

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?)

Review and request a call for hearing for new Greenhouse Gas Policy.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, BOCC – Rich Meier and Chelsea Lierly

Relevant Departments: Board of Commissioners, BOCC – Rich Meier and Chelsea Lierly

Date submitted: 9-7-21

- * 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)

Greenhouse Gas Policy 9-14-21.docx
Revised: 3-04-2019

PUBLIC HEARING

Adding Clallam County Policy 958 – Greenhouse Gas Reduction Policy

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, September 28, 2021 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the Policy listed above. The proposed Policy is available on the County website www.clallam.net

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2233

FORMAL IDENTIFICATION: Policy 958 – Greenhouse Gas Reduction Policy

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Section 2 – Applicability

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3.1 Greenhouse Gas

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SECTION-BY-SECTION SUMMARY OF PROPOSED CHANGES:

Publish: September 17, 2021

Bill: Board of Commissioners

Loni Gores, CMC, Clerk of the Board

GREENHOUSE GAS REDUCTION POLICY

Policy 958

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Greenhouse Gas Reduction Policy

.1 PURPOSE

This policy is intended to acknowledge Clallam County government's responsibility and commitment to honor our stewardship of resources while conducting government business and to model the conservation of resources to the county residents and businesses. A primary goal of this policy is to monitor and reduce greenhouse gas emissions in county government and to assist in the reduction of greenhouse gas emissions in the region through partnerships, planning, education, and community engagement.

This policy is intended to be reviewed and updated as Clallam County continues to establish goals, actions and partnerships related to the reduction of greenhouse gas emissions.

.2 APPLICABILITY

This policy applies to all county offices, departments and agencies and to all elected and appointed County Officials, their employees, volunteers and visitors of Clallam County facilities unless otherwise governed by statute, County Ordinances or policy.

.3 DEFINITIONS

3.1 Greenhouse Gas

A greenhouse gas is a gas that absorbs and emits radiant energy within the thermal infrared range, causing the greenhouse effect. The primary greenhouse gases in Earth's atmosphere are water vapor, carbon dioxide, methane, nitrous oxide and ozone.

3.2 Greenhouse Effect

The greenhouse effect is the process by which radiation from a planet's atmosphere warms the planet's surface to a temperature above what it would be without this atmosphere.

.4 GENERAL POLICIES

Clallam County acknowledges government's need and responsibility to conserve resources in the conduct of government business and to role model conservation to Clallam County residents, businesses and visitors.

4.1 Historical Review

In 2009, the Board of Commissioners adopted a *Climate Action Plan* to guide decision making and set goals related to greenhouse gas reductions. As an outcome of the *Climate Action Plan*, significant internal reductions in energy consumption were achieved at the department level by removing excess/outdated equipment, reducing passive energy use, replacing traditional lighting with more efficient options, and by updated heating and cooling systems.

In 2019, to continue and expand on the *Climate Action Plan* efforts, county commissioners hosted a series of Jefferson Dinners in each district to open a dialog with constituents to engage, gather public opinion and build community support about the role of county government in Climate Action. The public guidance from each Jefferson Dinner was shared in a work session resulting in a determination to establish an updated greenhouse gas inventory to gather data for use in guiding future climate action initiatives.

4.2 Greenhouse Gas Inventory

Clallam County has committed to conduct and maintain an updated greenhouse gas inventory for the purpose of establishing a baseline to measure and determine the results of any climate action initiatives and to monitor progress toward county greenhouse gas emission goals.

The greenhouse gas inventory will monitor the status of Clallam County as a governmental entity (county owned structures, vehicles, employees) as well as Clallam County as a geographic region. To ensure accuracy, consistency, and inclusiveness, Clallam County has determined to establish data-gathering partnerships with any interested county cities, tribal governments, and the public.

4.3 Planning

Clallam County has incorporated by Resolution 62-2018 that all future updates to the Clallam County Comprehensive Plan will be informed by relevant climate change predictions and shall be amended to specifically include strategies that will reduce Clallam County's risk exposure while improving citizen's ability to prepare for and address the impacts of climate change.

Clallam County has committed to work closely with the consultant engaged by the North Olympic Development Council (NODC) beginning in 2022 to develop specific guidelines on incorporating climate change considerations within county planning documents such as the Comprehensive Plan and the Shoreline Master Plan.

Clallam County has adopted a new Solid Waste Management Plan that focuses on waste reduction gains as well as highlighting important focus areas moving forward, especially in reducing food waste in the waste stream and related supporting programs and

efforts. Food waste reduction is perhaps the most impactful area of focus for Clallam County as we work to reduce our carbon footprint.

4.4 Vehicle Emissions

Clallam County recognized the significant environmental impacts created by our fleet vehicles and commuting employees. It is the policy of Clallam County to establish alternatives to reduce the greenhouse gases created by these activities.

- Electric Vehicle Charging Stations (EVCS)
Clallam County conducted a survey of all employees to determine the interest and anticipated use of EVCS for incentivizing employees to switch to electric vehicles for commuting. Based on a positive response to the survey, six EVCS will be installed in the employee parking lot (anticipated completion 12/2021). With the installation of EVCS, Clallam County has the option of replacing a portion of the county fleet vehicles with electric vehicles. All elected officials and department heads are encouraged to consider electric fleet vehicles as a contributing factor in meeting county greenhouse gas emissions reduction goals.
- Reduced cost public transportation passes are available for purchase by Clallam county employees in the County Commissioner's Office.
- Significant efforts were made in 2020 to allow some employees with department head approval to complete county work from home reducing emissions caused by commuting.

4.5 Climate Advisory Group

In 2018, Clallam County Commissioners established an internal *Climate Advisory Group* to ensure continued progress in the reduction of greenhouse gases. The *Climate Advisory Group* is led by the director of the Clallam County Washington State University Extension Office and consists of employees from a variety of county departments working in an ancillary capacity to:

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- Conduct and update the Clallam County greenhouse gas inventories;
 - Engage the public to build community support, participate in the gathering of data and monitoring the progress of county greenhouse gas reductions;
 - Recommend greenhouse gas emission reduction goals to the County Commissioners;
 - Identify and recommend greenhouse gas reduction and resource conservation strategies to County Commissioners;
 - Monitor and report county progress to the public on actions related to county greenhouse gas emissions;
 - Draft and submit changes and additions to the Clallam County Greenhouse Gas Policy.



8
9/13/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 9-13-21

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 – Discussion and next steps |

Documents exempt from public disclosure attached: ☐

Executive summary:

BOCC Meeting Safety:

The Chair requests discussion around moving to a virtual meeting platform for Commissioners' work sessions and meetings due to the high rate of COVID-19 infections in our community and the potential risk at which continuing to hold in-person meetings places members of the staff and the public.

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?)
Discussion and next steps.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Allison Berry – County Health Officer, Sill – Administrator, Reyes - Deputy Administrator

Relevant Departments: Board of Commissioners, Allison Berry – County Health Officer, Sill – Administrator, Reyes - Deputy Administrator

Date submitted: 9-8-21

* 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)