



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, September 12, 2022 – 8:00 a.m.

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

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

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

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

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

Administration – 9 a.m.

1. Calendar/Correspondence
2. Agreement with United State Department of Agriculture (USDA), Forest Service, Olympic National Forest for noxious weed control

Agreement 

3. Pre-application questionnaire with Washington State Tourism for Tourism Sustainability Grant

Pre-application questionnaire 

4. Pre-application questionnaire with Washington State Recreation and Conservation Office for Planning for Recreation Access Grant

Pre-application questionnaire 

5. Agreement with Eagleview Technology Corporation for high resolution imagery.

Agreement 

6. Agreement with Port Angeles School District for Transition Program Training

Agreement 

7. Agreement with Olympic Community Health for a pilot project to use the services of a Substance Use Disorder Professional at the Syringe Services Program

Agreement 

8. Discussion with Sheriff's Office regarding hiring and retention incentives

Discussion 

Public Works

9. Rural Arterial Program Final Prospectus for Edgewood Drive (5b)*

Final Prospectus 

Board of Commissioners

10. Housing Solutions Committee discussion regarding Doglio Consulting Services

Discussion 

11. Clallam Conservation District update

Update 

Budget

12. Discussion on proposed budget revisions to be considered on September 27 (4a)*

Budget revisions 

13. Discussion of proposed supplemental appropriations to be considered on September 27 (4b)*

Supplemental appropriations 

14. Discussion of proposed budget emergencies to be considered on September 27 (4c)*

Budget emergencies 

15. Resolution for election to receive Secure Rural Schools and Community Self Determination Funding and allocation of Title I, Title II and Title III Funds (4d)*

Resolution 

Joint Meeting - Clallam County PUD - 1:30 p.m.

Joint Meeting with the Clallam County PUD to be held Monday, September 12, 2022 at 1:30 p.m. - Hosted by Clallam County PUD

Agenda 

General Discussion/Items for Future Agendas

- a. Small Business Development Update (October 17)
- b. Joint Meeting with Port of Port Angeles (October 24 at 11 a.m.)
- c. Department of Natural Resources quarterly report (November 28 at 1 p.m.)

EXECUTIVE SESSION

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

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

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9/12/22



AGENDA ITEM SUMMARY

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

Department: Extension/Noxious Weed Control

WORK SESSION ☒ **Meeting Date:** 9-12-22

REGULAR AGENDA ☐ **Meeting Date:** 9-20-22

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 13001-381-22-001 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

A modification to increase funding under a current USFS agreement.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
Budget impact has been included in the 2022 budget.

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

County Official signature & print name: 

Name of Employee/Stakeholder attending meeting: Christina St. John

Relevant Departments: Noxious Weed Control Board

Date submitted: 8-31-22

* 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)



FS Agreement No.

22-PA-11060900-012

Cooperator Agreement No.

**PARTICIPATING AGREEMENT
Between The
CLALLAM, COUNTY OF
And The
USDA, FOREST SERVICE
OLYMPIC NATIONAL FOREST**

This PARTICIPATING AGREEMENT is hereby entered into by and between the Clallam, County of, hereinafter referred to as "the County," and the United States Department of Agriculture (USDA), Forest Service, Olympic National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001).

Background: Invasive plants are becoming a threat to natural systems, including degrading terrestrial and aquatic habitats.

The goal of this project is to stop the spread of noxious weed species, reduce existing populations, and prevent the introduction of additional exotic plants throughout Clallam and Jefferson Counties to improve ecosystem function. The objective is to coordinate and standardize weed management efforts across jurisdictional boundaries in multiple watersheds to more effectively minimize the negative impacts of noxious weeds on watershed functions, wildlife and aquatic habitats, human and animal health, and recreational activities.

Although activated at the same time, Clallam County Weed Board gained a distinct advantage in terms of viability and stability by the passage of an assessment to fund its weed control program. Jefferson badly struggled to keep a viable presence from a very small general fund. Because Clallam and Jefferson are close neighbors, and weeds travel between the two counties readily, Clallam and Jefferson County Weed boards share personnel and thus shore up Jefferson County through a series of joint agreements. This is the approach they have successfully taken for the past 15 years.

This project is a continuation of a program for noxious weed control in Clallam and Jefferson Counties and adjacent federal lands. Clallam County takes the lead in project management. This project includes activities to survey, identify and control noxious weeds, coordinate actions and communicate between local and Federal jurisdictions, and citizen education and public engagement.

Title: Noxious Weed Inventory and Treatment

I. PURPOSE:



The purpose of this agreement is to document the cooperation between the parties to recognize that certain undesirable plants pose a threat to the natural environmental and economic health of the County and Forest by the displacement of native plant species, and the degradation of livestock forage, wildlife and fish habitat, and recreation values in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service and the County both have the responsibility for controlling undesirable plants in watersheds under their jurisdiction. Since undesirable plants originate from both private and public lands, and since infestations often occur on adjacent jurisdictions, it is in the interest of both parties under this agreement to work together in a cost-effective manner to locate and treat infestations and prevent their spread.

Educational programs will increase public awareness of noxious and invasive plants, and the problems they create by directing the programs at members of the community who work in the Forest, live near it, or recreate in it. Additionally, weed prevention signs and posters would be placed at public gathering points, such as trailheads and campgrounds.

In consideration of the above premises, the parties agree as follows:

III. THE COUNTY SHALL:

- A. LEGAL AUTHORITY. The County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. Meet prior to June 1st of each year with the U.S. Forest Service for the purpose of identifying and agreeing to specific projects that will be jointly performed and/or funded during that year. The Project Work List will be developed and mutually agreed upon by the project contacts before June 1st.

Perform the following activities for the entire period of this agreement, regardless as to whether any projects are cost-shared in a particular year:

- 1. Conduct or supervise the survey, treatment and disposal (as appropriate) of noxious weeds on Federal lands, and those lands that impact Federal lands, by serving as a vector and seed source for the spread of noxious weeds.
 - a. Provide inventory and site location data in an electronic format following U.S. Forest Service protocol, and accomplishment forms for treatment projects.
 - b. Provide copies of County Safety and Herbicide Spill Plan.



2. Attend planning meetings and coordinate with the U.S. Forest Service Invasive Plant Coordinator on the development of a detailed project list for the current year by June 1st of each year.
3. Control and eradicate noxious weeds in a manner consistent with U.S. Forest Service policy and applicable environmental rules and documents.
4. Monitor known weed infestations and report to the U.S. Forest Service on locations.
5. Work cooperatively with local weed boards, private landowners, and U.S. Forest Service personnel to control noxious weeds across jurisdictional boundaries.
6. Raise public awareness of noxious weeds and their impacts through a focused educational program.
7. Provide progress reports with invoices for reimbursement and a year-end report that documents the work that has been carried out, overall program effectiveness and recommendations for treatment sites in the next year.
8. Provide bi-monthly communication on invasive plant accomplishments to the U.S. Forest Service Invasive Plant Coordinator during the inventory and treatment season (June 1-September 30).

IV. THE U.S. FOREST SERVICE SHALL:

- A. **PAYMENT/REIMBURSEMENT**. The U.S. Forest Service shall reimburse the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$10,000.00**, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of the County's annual invoice. Each invoice from the County shall display the total project costs for the billing period, separated by U.S. Forest Service and the County's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the County's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. The County's name, address, and telephone number.
2. U.S. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).



5. Total invoice amount for the billing period, separated by the U.S. Forest Service and The Countyshare with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement".
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Cheryl Bartlett at Email: cheryl.bartlett@usda.gov

- B. Perform the following activities for the entire period of this agreement, regardless as to whether any projects are cost-shared in a particular year:
1. Initiate modifications, including a tracking number and Financial Plan, which will provide specifics for individual work projects and once executed, become an attachment to this Agreement.
 2. Designate a Program Manager to coordinate U.S. Forest Service activities and facilitate communication between the parties.
 3. Designate a qualified U.S. Forest Service representative to communicate availability of Washington Conservation Corps crews, provide technical guidance and conduct field inspections.
 4. When applicable, through the use of existing agreements, provide a Washington Conservation Corps crews to assist with control efforts at selected noxious weed sites, when requested and funded by Clallam and Jefferson Counties.
 5. Provide a U.S. Forest Service crew to control and eradicate selected noxious weed sites, when requested and available.



6. Provide National Environmental Policy Act (NEPA) requirements for the project, as needed, on National Forest sites.
7. Provide Visitor Information Sites suitable for posting or distributing noxious weed education and awareness information.
8. Maintain a noxious weed Geographic Information System (GIS) data layer of inventory, treatment and monitoring activities.
9. Provide updated inventory and site location database forms that follow U.S. Forest Service protocol.
10. Provide a U.S. Forest Service radio to the County for communications and safety.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Christina St John Coordinator, Clallam Noxious Weed Control Program 223 E Fourth St, Suite 15 Port Angeles, WA 98362 Telephone: 360-417-2442 FAX: 360-417-2414 Christina.stjohn@clallamcountywa.gov	Christina St John Coordinator, Clallam Noxious Weed Control Program 223 E Fourth St, Suite 15 Port Angeles, WA 98362 Telephone: 360-417-2442 FAX: 360-417-2414 Christina.stjohn@clallamcountywa.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Cheryl Bartlett, Forest Botanist Olympic National Forest 1835 Black Lake Blvd, SW, Suite A Olympia, WA 98512 Telephone: 360-956-2435 Email: cheryl.bartlett@usda.gov	Cynthia Moscoso Lead Grants Management Specialist Region 6 Grants and Agreements Email: cynthia.moscoso@usda.gov



- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the County, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of the County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the County's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the County to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the County when permission is granted.
- F. FEDERAL TORT CLAIMS ACT. The United States, acting by and through the Forest Service, hereby agrees to bear any and all liabilities of any kind related to the exercise of the Forest Service's rights under the Federal Tort Claims Act (FTCA), 28 U.S.C. 2671 et. seq., or any other applicable act wherein Congress specifically waived sovereign immunity of the United States.
- G. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. The County agree(s) that any of the County's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the County has hereby willingly agreed to assume these responsibilities.

Further, the County shall provide any necessary training to the County's employees, volunteers, and program participants to ensure that such personnel are capable of



performing tasks to be completed. The County shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

- H. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- J. ELIGIBLE WORKERS. The County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- K. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- L. STANDARDS FOR FINANCIAL MANAGEMENT.
1. **Financial Reporting**

The County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.
 2. **Accounting Records**



The County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

The County shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The County shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

The County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

M. **INDIRECT COST RATES- PARTNERSHIP.** Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If the County has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10 percent and less than 25 percent, the County shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
3. For a rate greater than 25 percent, the U.S. Forest Service may require that the County request a federally approved rate from the County's cognizant audit agency no later than 3 months after the effective date of the agreement. The County will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.



N. **OVERPAYMENT.** Any funds paid to the County in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the County to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the County.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

O. **AGREEMENT CLOSE-OUT.** Within 120 days after expiration or notice of termination The County shall close out the agreement.

Any unobligated balance of cash advanced to the County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the County.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

P. **PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.** The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.



- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

The County shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with the County's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The County shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- R. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



- T. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of the County's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- U. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the County's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). The County shall maintain cost and price analysis documentation for potential U.S. Forest Service review. The County is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- V. GOVERNMENT-FURNISHED PROPERTY. The County may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The County shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Liability for Government Property.

1. Unless otherwise provided for in the agreement, the County shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or the County is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the County's managerial personnel. The County's managerial personnel, in this provision, means the County's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the County's business; all or substantially all of the County's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The County shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The County shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. The County shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.



4. Upon the request of the Grants Management Specialist, the County shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

- W. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- X. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- Y. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by the County or more severe enforcement action by the U.S. Forest Service;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current agreement for the County's program;



4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

Z. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and the County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by the County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, the County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the County for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by the County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

AA. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

BB. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

CC. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:



- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- DD. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- EE. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **November 30, 2023** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- FF. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.



MARK OZIAS, Chair
Clallam County Board of Commissioners

Date

KELLY D. LAWRENCE, Forest Supervisor
U.S. Forest Service, Olympic National Forest

Date

The authority and format of this agreement (22-PA-11060900-012) have been reviewed and approved for signature.

CYNTHIA MOSCOSO Digitally signed by CYNTHIA MOSCOSO
Date: 2022.08.16 15:38:14 -07'00'

CYNTHIA L. MOSCOSO
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: A

USFS Agreement No.: 22-PA-11060900-012
Cooperator Agreement No.:

Mod. No.:

Agreements Financial Plan (Short Form)**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$3,520.00	\$7,580.00	\$1,953.00	\$150.00	\$13,203.00
Travel	\$0.00	\$675.00	\$270.00	\$0.00	\$945.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$183.82	\$600.00	\$0.00	\$783.82
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$3,520.00	\$8,438.82	\$2,823.00	\$150.00	\$14,931.82
Coop Indirect Costs		\$1,561.18	\$522.26		\$2,083.44
FS Overhead Costs	\$457.60				\$457.60
Total	\$3,977.60	\$10,000.00	\$3,345.26	\$150.00	\$17,472.85
Total Project Value:					\$17,472.85

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 80.00%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 20.00%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Invasive Plant Program Coordinator	\$352.00	10.00	\$3,520.00

Non-Standard Calculation

Total Salaries/Labor	\$3,520.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00

Non-Standard Calculation

Total Travel	\$0.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$0.00
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Subtotal Direct Costs

\$3,520.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
13.00%	\$3,520.00	\$457.60
Total FS Overhead Costs		\$457.60

TOTAL COST

\$3,977.60

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Noxious Weed Control			
Board (NWCB) Coordinator	\$386.00	10.00	\$3,860.00
Field Technician	\$155.00	24.00	\$3,720.00

Non-Standard Calculation

Total Salaries/Labor			\$7,580.00
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Travel

Standard Calculation

Travel Expense	Cost/day	# days	Total
County Owned Vehicle insurance, gas, repairs)	\$45.00	15.00	\$675.00

Non-Standard Calculation

Total Travel			\$675.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
Herbicide and equipment, equipment repair, PPEs	1.00	\$183.82	\$183.82

Total Supplies/Materials			\$183.82
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Subtotal Direct Costs

\$8,438.82

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
18.50%	\$8,438.82	\$1,561.18
Total Coop. Indirect Costs		\$1,561.18

TOTAL COST

\$10,000.00

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Noxious Weed Control Board (NWCB) Coordinator	\$386.00	3.00	\$1,158.00
Weed Specialist	\$265.00	3.00	\$795.00

Non-Standard Calculation

Total Salaries/Labor				\$1,953.00
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Travel

Standard Calculation

Travel Expense	Cost/day	# of days	Total
County Owned Vehicle (fuel, depreciation, insurance, repair, maintenance)	\$45.00	6.00	\$270.00

Non-Standard Calculation

Total Travel				\$270.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
Herbicide and applicators, small tools, repairs, PPE	1.00	\$600.00	\$600.00

Non-Standard Calculation

Total Supplies/Materials				\$600.00
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Subtotal Direct Costs

\$2,823.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
18.50%	\$2,823.00	\$522.26

Total Coop. Indirect Costs	\$522.26
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TOTAL COST

\$3,345.26

WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Salaries/Labor

Standard Calculation

Job Description	Cost/Meeting*	# of Meetings	Total
Clallam County Volunteer Board Members: *Meetings are 2 hours; five Board Memebbers attend each meeting.	\$150.00	1.00	\$150.00

Non-Standard Calculation

Total Salaries/Labor	\$150.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00

Non-Standard Calculation

Total Travel	\$0.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$0.00
--------------------------	--------

Subtotal Direct Costs

\$150.00

TOTAL COST

\$150.00



AGENDA ITEM SUMMARY

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

3
9/12/22

Department: Parks, Fair and Facilities

WORK SESSION ☒ **Meeting Date:** 9-12-22

REGULAR AGENDA ☐ **Meeting Date:**

Required originals approved and attached: X
Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

State of Washington Tourism (SWT) is committed to the full recovery of the tourism sector in the wake of the coronavirus pandemic, and it has prioritized industry segments within the sector to hasten and maximize recovery efforts. Washington-based tourism stakeholders may request up to \$30,000 in grant funding based on project eligibility.

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?** ☐
Grant funding will bolster existing funding requested from other grant sources.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Grant permission for the County Administrator to approve the grant application.

County Official signature & print name:  Don Crawford, Director

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Road
Department and Parks, Fair and Facilities Department

Relevant Departments: Board of Commissioners, Road Department and Parks, Fair and Facilities

Date submitted: 9-12-22

* 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)

WA State Tourism Grant- Agenda item summary

Revised: 3-04-2019

Clallam County

Grant Application Information

DEPARTMENT: **Parks, Fair, and Facilities**

DATE SUBMITTED TO W/S: **9/12/2022**

GRANT NAME: **State of WA. Tourism Sustainability Grant** APPLICATION DEADLINE: **9.15.2022**

ISSUING AGENCY: **State of WA Tourism**

IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **ONE Year**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **30,000**

ANNUAL AMOUNT: **N/A**

MATCH REQUIRED? **NO**

MATCH AMOUNT: **No**

DESCRIPTION OF GRANT AND PURPOSE:

Enhance and enlarge county tourism through the following:

- A. Update and refurbish wayfinding signage at Robin Hill Farm Park to improve access and event capabilities.
- B. Develop and host an annual Robin Hill Farm Park shoulder season running event that will entice recreational tourists from off the Olympic Peninsula and from Vancouver Island, B.C.
- C. Robin Hill Farm Park to serve as a venue for outside organizations to host similar events.

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

Collaboration with Olympic Peninsula Visitors Bureau to garner additional tourism during the fall/spring shoulder seasons.

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

Yes.

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

Increases park utilization, generates revenue, and increases tourism during the shoulder season(s).

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

Registration records and event participation will be utilized to determine economic impact.

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

NO. Parks, Fair, and Facilities will collaborate with a commercial event manager to provide event management services.

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

While a match is not required, existing funding does exist and will be identified as a match. Additionally, there are other likely grants to utilize.

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

Yes, County Roads will have an opportunity to consider providing replacement wayfinding signage.

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

N/A

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

YES

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

NO

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

NO

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

NO

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

N/A

OTHER COMMENTS



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Rich Sill, ADMINISTRATOR

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

STATE OF WASHINGTON TOURISM

Tourism Sustainability Grant Program

State of Washington Tourism (SWT) is committed to the full recovery of the tourism sector in the wake of the coronavirus pandemic, and it has prioritized industry segments within the sector to hasten and maximize recovery efforts. As tourism continues to rebound toward pre-pandemic levels, the Tourism Sustainability Grant program will foster safer, more inclusive, and sustainable visitor experiences in the State of Washington.

Washington-based tourism stakeholders may request up to \$30,000 in grant funding based on project eligibility. They must submit a complete and thorough application with details on project objectives, longevity, and budget. If awarded grant funding, the grantee must submit all contracts/contractors involved with each project to SWT for review and approval. The total funding available for the Tourism Sustainability Grant program is \$200,000.

Though not required for this grant, applicants are strongly encouraged to match a portion of their grant request with cash or in-kind contributions. Grant funds from SWT should not pay for staff salaries, debt, or interest payments associated with eligible projects. Applicants are also strongly encouraged to collaborate with local destination marketing organizations and other tourism-related partners on eligible projects.

SWT will accept applications for the Tourism Sustainability Grant between August 15 – September 15, 2022. A review committee of industry experts will evaluate the leading grant applications and SWT will announce award decisions by September 30 via email. Grant funds must be expended by August 1, 2023.

SWT will release grant funds as a lump sum to awardees upon approval of their grant applications. Awardees will be expected to submit a project evaluation by October 1, 2023. If awardees fail to submit an evaluation, their consideration for future grants may be adversely affected. Each project evaluation should include a final budget, proof of spending, photos, and a written account of how grant funds were used and their impact on travel and tourism.

The grantee must acknowledge the Tourism Sustainability Grant program and include the SWT logo in material associated with the grant project. SWT must also review and approve this material.

Eligible Applicants

Eligible applicants for the Tourism Sustainability Grant include entities that operate in the State of Washington and directly support travel and tourism:

- Local government
- Tribes
- Non-profit organizations registered with the Washington Secretary of State's Office
 - 501(c)(3) organizations and other 501(c) organizations that support travel and tourism

STATE OF WASHINGTON TOURISM

Project Eligibility

The Tourism Sustainability Grant program will foster safer, more inclusive, and sustainable visitor experiences through—but not limited to—capital projects, new festivals and events, outdoor recreation, business districts, and main street associations in the State of Washington.

Capital Projects

This grant program will help support the construction or rehabilitation of public infrastructure and facilities linked to the tourism sector, including airports, seaports, railway stations, as well as visitor and convention centers.

Festivals and Events

This grant program will aid the planning and management of NEW festivals and events that drive overnight stays and visitor spending for destination communities.

Outdoor Recreation

Eligible projects include but are not limited to:

- Initiatives that improve access to outdoor recreation opportunities for the BIPOC community
- Projects that increase the accessibility of outdoor experiences
- Trail development and improvements (includes wayfinding/signage/kiosks)
- Recreation site improvements and stewardship (includes wayfinding/signage/kiosks)
- Water recreation (includes access points/wayfinding/mile markers/signage)
- Cycling infrastructure (includes repair stations, restrooms, seating)
- Garbage/waste management solutions
- Parking/transportation strategies and solutions that encourage less usage of single-occupancy vehicles
- Projects that create easier access for drive market visitors

Business Districts and Main Street Associations

Eligible projects include but are not limited to:

- Wayfinding enhancements
- Clean-up/beautification

STATE OF WASHINGTON TOURISM

- Environmental sustainability efforts
- Historical interpretation, preservation, rehabilitation, restoration, and reconstruction
- Projects that increase accessibility
- Projects that enhance art and culture
- "Buy local" campaigns and incentive programs
- Projects that create easier access for drive market visitors
- Projects that drive international tourism

Award Decision

Industry partners may apply for the Tourism Sustainability Grant between August 15 – September 15, 2022. No applications or materials will be accepted after the deadline. Award decisions will be announced by September 30 via email. A committee of industry experts will review applications and award grant funds on the following criteria:

- Demonstrates an immediate need for the project
- Demonstrates the ability to complete the project in a timely manner (expend grant funds by August 1, 2023)
- Preference is given to projects that ensure accessibility and inclusion of all visitors, including under-represented communities
- Preference is given to applications that match a portion of their grant request with cash or in-kind contributions
- Preference is given to projects with construction permits already secured (if needed)

State of Washington Tourism reserves the right to award grants in amounts totaling less than all funds that are available under the Tourism Sustainability Grant program, to award a different amount than is requested in a grant application, to make changes to the grant criteria or to cancel the Tourism Sustainability Grant program in its entirety. Contact Matthew Ozuna (509-945-3026, matthew@stateofwatourism.com), SWT destination development manager, for inquiries regarding the Technical Assistance Grant program, including project eligibility, contractors, and budget.

Grant Timeline:

- August 15, 2022 – Grant application opens
- September 15, 2022 – Grant application closes
- September 30, 2022 – Notification of grant funds
- August 1, 2023 – Grant funds expended

STATE OF WASHINGTON TOURISM

- October 1, 2023 – Project evaluation is due; provide a written report on the project, including the final budget, proof of spending, photos, written account of how grant funds were used and their impact on travel and tourism

State of Washington Tourism supports social justice, human rights, cultural preservation, and public safety for all. As such, all travelers should feel welcome and safe, and host communities and travel and tourism suppliers should be respected by their guests. At its best, travel offers inherent social and cultural exchange that fosters understanding and acceptance. SWT seeks to advance these values throughout its marketing, communications, and travel advisory programs.



AGENDA ITEM SUMMARY

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

4
9/12/22

Department: Parks, Fair and Facilities

WORK SESSION ☒ **Meeting Date:** 9-12-22

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: Pre-application questionnaire |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Washington State Legislature created the Planning for Recreation Access program to fund planning projects in communities that lack adequate access to outdoor recreation opportunities.

Grants may support planning, community engagement, and collaboration between local governments, community-based organizations, and residents to define outdoor recreation needs, prioritize investments to address those needs, and prepare on-the-ground projects for RCO and other funding opportunities.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
The County Administrator to sign a grant submittal.

County Official signature & print name:  Don Crawford, Director

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Road
Department and Parks, Fair and Facilities Department

Relevant Departments: Board of Commissioners, Road Department and Parks, Fair and Facilities

Date submitted: 6-15-22

* Work Session Meeting - Submit 1 single sided/not stapled copy RCO Recreation Access Planning Grant Agenda item summary
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

Clallam County

Grant Application Information

DEPARTMENT: **Parks, Fair, and Facilities**

DATE SUBMITTED TO W/S: **9/12/22**

GRANT NAME: **Planning for Recreation Access**

APPLICATION DEADLINE: **10/21/22**

ISSUING AGENCY: **RCO**

IS THIS A RENEWAL? **NO**

LENGTH OF GRANT: **one-year**

RENEWAL POSSIBLE? **NO**

TOTAL AWARD: **\$50,000 - \$100,000**

ANNUAL AMOUNT : **N/A**

MATCH REQUIRED? **NO**

MATCH AMOUNT: **N/A**

DESCRIPTION OF GRANT AND PURPOSE:

The Washington State Legislature created the Planning for Recreation Access program to fund planning projects in communities that lack adequate access to outdoor recreation opportunities.

Grants may support planning, community engagement, and collaboration between local governments, community-based organizations, and residents to define outdoor recreation needs, prioritize investments to address those needs, and prepare on-the-ground projects for RCO and other funding opportunities.

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

Reimagine the Pillar Point Day Use Area as a campground (as it was previous to the early 2000s)

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

YES

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

This grant only provides funding for design and planning.

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

Submittal of designs and construction docs.

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

This grant only provides for designs and construction docs

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

N/A

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

NO

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

N/A

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

Yes

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

NO

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

yes

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

This grant, if awarded, will provide alternative funding instead of County capital funds.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

N/A

OTHER COMMENTS

N/A



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Rich Sill, ADMINISTRATOR

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



AGENDA ITEM SUMMARY

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

5
9/12/22

Department: Assessor's Department

WORK SESSION ☒ Meeting Date: 09/12/2022

REGULAR AGENDA ☒ Meeting Date: 09/20/2022

Required originals approved and attached? ☒
Will be provided on: 09/12/2022

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 211.2022.2 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This is the 6 year contract with Eagleview to do our Aerial Image acquisition every two years, this purchase was approved last year and the fly over fees will be billed in two yearly installments.

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?** ☐

Our 2022 Budget line item 00100.211.51424.41.161 High resolution imagery \$76,000 for 1/2 of the first shipment of imagery.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Recommend approval and signature by the Board.

County Official signature & print name:  Pamela Rushton

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Pam Rushton
- Assessor's Office

Relevant Departments: Assessor's office

Date submitted: 9-6-22

* 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)

**COOPERATIVE PURCHASING AGREEMENT BETWEEN
EAGLEVIEW TECHNOLOGY CORPORATION AND ITS AFFILIATES (“EAGLEVIEW”) AND
CLALLAM COUNTY, WA (“CUSTOMER”)**

1. Purpose: The purpose of this Cooperative Purchasing Agreement (“Agreement”) is to allow Customer to purchase, and for EagleView to provide, Aerial Image Acquisition and SaaS Solution. Pursuant to Section 10.1 of the Contract for Aerial Image Acquisition and SaaS Solution between King County and EagleView executed on April 27, 2019 (Contract #6081864, herein referred to as the “King County Contract”), the parties agree to the terms and conditions contained in the King County Contract, unless specified in this Agreement. The King County Contract is attached hereto and is hereby incorporated into this Agreement by reference. In the event of any conflict between this Agreement and the King County Contract, this Agreement shall control.
2. The following sections of the King County Contract are hereby modified for the purpose of this Agreement:
 - a. The list of Contract Documents on page 1, Exhibit 1 (Scope of Work), Exhibit 2 (Price), Exhibit 4 (Certificate(s) of Insurance and Policy Endorsement) and Appendix C are deleted in their entirety. Section A: Product Descriptions, Prices and Payment Terms, Appendix 1: Photogrammetric Product Specifications, and the Map attached to this Agreement describe the deliverables to be provided under this Agreement on an estimated biennial frequency.
 - b. Section 1: Definitions is amended as follows: The term “County” shall be amended to delete the words “King County.” The section as revised reads “County: Clallam County and its officers, employees, agents, contractors, and subcontractors.” The term “Final Acceptance” shall be amended to delete the words “King County.” The section as revised reads: “Final Acceptance: The point when Clallam County acknowledges that the Contractor has performed the entire Work in accordance with the Contract.”
 - c. Section 2.9: Contractor Name or Tax Structure Change is deleted and replaced with the following:

If at any time during the Contract term the Contractor experiences a change in its name or federal tax status either through acquisition, novation, assignment, re-organization or some other change that affects its Taxpayer Identification Number (TIN) or Tax Reporting Name, it shall notify Clallam County immediately upon the information becoming publicly available. This notification shall be sent by the Contractor to Clallam County via email along with:

 - A. Any official announcements from the firm’s representative(s) regarding the changes;
 - B. A new W-9;
 - C. A current statement, listing of unfilled orders and electronic versions of all outstanding invoices and credit memos at the time of the change shall be provided to the buyer as soon as possible.

Any delay on the part of the Contractor to provide these items to the buyer may result in the delay of payment and orders.
 - d. The first sentence of Section 2.10: Payment Procedures; Prompt Payment of Subcontractors is deleted and replaced with the following: “The Contractor shall furnish invoices to Clallam County, Attn: Pamela Rushton, County Assessor, 223 E 4th St, Port Angeles, WA 98362-3000”
 - e. Section 2.16: Notices shall be deleted and replaced with the following:

All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	EAGLEVIEW NOTICE ADDRESS
223 E 4th St	25 Methodist Hill Drive
Port Angeles, WA 98362-3000	Rochester, NY 14623
Attn: Pamela Rushton, County Assessor	Attn: Legal Department
Phone: 360-417-2228 Fax:	Phone: (585) 486-0093

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

- f. The last sentence of Section 6.2: Ownership of County Data is deleted and replaced with the following: “Contractor will conspicuously mark all such archival storage media as Clallam County’s property (when possible).”

3. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.
4. Unless specified in this Agreement, all terms and conditions contained in the King County Contract remain in full force and effect and bind the parties to this Agreement.
5. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one of the same Agreement. This shall become effective upon execution by duly authorized officers of Customer and EagleView and receipt by EagleView of such fully executed document, such date of receipt by EagleView being the "Effective Date."

PARTIES:

CUSTOMER	EAGLEVIEW
CLALLAM COUNTY, WA	EAGLEVIEW TECHNOLOGY CORPORATION
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

Approved as to form only by:

Elizabeth Stanley

Clallam County Prosecuting Attorney

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

ORDER #

C25306172

SHIP TO

Clallam County, WA

Chad Theismann, GIS Manager

223 East 4th St

Port Angeles, WA 98362

(360) 417-2260

ctheismann@co.clallam.wa.us

CUSTOMER ID

A118194

SALES REP

dwalt

FREQUENCY OF PROJECT

Biennial

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
190	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> <i>Leaf Off:</i> Less than 30% leaf cover	\$ 400.00	\$ 360.00 (10% - Long Term Incentive Discount)	\$ 68,400.00
841	Reveal Essentials+ Community	Provides ortho and oblique imagery at a Community level. Deliverables include measurable oblique and ortho imagery at a community resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> <i>Leaf Off:</i> Less than 30% leaf cover	\$ 70.00		\$ 58,870.00
41,000	Building Outline Creation; Digital Parcel File Provided	Building outlines are created from the most-nadir single-frame orthogonal image in a specified, Pictometry imagery source. Pictometry delivers digital building outlines and their attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Data Source – Base:</i> Pictometry Imagery <i>Data Source Year – Base:</i> 2022 <i>Data Source – Comparison:</i> N/A <i>Data Source Year – Comparison:</i> N/A <i>Deck Identification:</i> Marked with a Point <i>Regional Status Report Requested:</i>	\$ 0.39	\$ 0.25 (35.897%)	\$ 10,250.00

		<i>Modified Technical Specifications:</i> <i>Parameter Changes</i> Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).			
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions Product Parameters: Admin User Name: Chad Theismann Admin User Email: ctheismann@co.clallam.wa.us	\$ 750.00	\$ 0.00 (100%)	\$ 0.00
1	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 2,000.00	\$ 0.00 (100%)	\$ 0.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement Product Parameters: Admin User Name: Chad Theismann Admin User Email: ctheismann@co.clallam.wa.us	\$ 2,200.00	\$ 0.00 (100%)	\$ 0.00
2	CONNECT Gov 50 Package	CONNECT Gov 50 Package provides Customer with access to and use of Pictometry Connect - CA - 50, Pictometry Connect View - CA, and CONNECT ImageService CA as described elsewhere in this Agreement.	\$ 3,500.00	\$ 0.00 (100%)	\$ 0.00

		Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement			
1,031	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use PRODUCT PARAMETERS: LEAF: Leaf Off: Less than 30% leaf cover	\$ 0.00		\$ 0.00
1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$ 1,000.00	\$ 0.00 (100%)	\$ 0.00
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
SUBTOTAL					\$137,520.00

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
190	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Leaf:	\$ 400.00	\$ 360.00 (10% - Long Term Incentive Discount)	\$ 68,400.00

841	Reveal Essentials+ Community	Leaf Off: Less than 30% leaf cover Provides ortho and oblique imagery at a Community level. Deliverables include measurable oblique and ortho imagery at a community resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 70.00		\$ 58,870.00
41,000	ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Data Source – Base:</i> Pictometry Outlines <i>Data Source Year – Base:</i> 2022 <i>Data Source – Comparison:</i> Pictometry Imagery <i>Data Source Year – Comparison:</i> 2024 <i>Deck Identification:</i> Marked with a Point <i>Regional Status Report Requested:</i> <i>Modified Technical Specifications:</i> <i>Parameter Changes</i> Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).	\$ 0.41		\$ 16,810.00
2	CONNECT Gov 50 Package	CONNECT Gov 50 Package provides Customer with access to and use of Pictometry Connect - CA - 50, Pictometry Connect View - CA, and CONNECT ImageService CA as described elsewhere in this Agreement. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$ 3,500.00		\$ 7,000.00
1	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$ 2,499.00		\$ 2,499.00

I	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$ 1,000.00		\$ 1,000.00
1,031	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use PRODUCT PARAMETERS: LEAF: Leaf Off: Less than 30% leaf cover	\$ 0.00		\$ 0.00
I	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement Product Parameters: Admin User Name: Chad Theismann Admin User Email: ctheismann@co.clallam.wa.us	\$ 2,200.00	\$ 0.00 (100%)	\$ 0.00
I	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
I	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
I	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
I	Pictometry CONNECT Assessment	Pictometry CONNECT Assessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this	\$ 5,000.00	\$ 0.00 (100%)	\$ 0.00

		Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account. Applicable Terms and Conditions: Online Services General Terms and Conditions			
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions Product Parameters: <i>Admin User Name:</i> Chad Theismann <i>Admin User Email:</i> ctheismann@co.clallam.wa.us	\$ 750.00	\$ 0.00 (100%)	\$ 0.00
1	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 2,000.00	\$ 0.00 (100%)	\$ 0.00
SUBTOTAL					\$154,579.00

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
190	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 400.00	\$ 360.00 (10% - Long Term Incentive Discount)	\$ 68,400.00
841	Reveal Essentials+ Community	Provides ortho and oblique imagery at a Community level. Deliverables include measurable oblique and ortho imagery at a community resolutions. Color balanced orthomosaic	\$ 70.00		\$ 58,870.00

		imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover			
41,000	ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Data Source – Base: Pictometry Outlines Data Source Year – Base: 2024 Data Source – Comparison: Pictometry Imagery Data Source Year – Comparison: 2026 Deck Identification: Marked with a Point Regional Status Report Requested: Modified Technical Specifications: Parameter Changes Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).	\$ 0.41		\$ 16,810.00
2	CONNECT Gov 50 Package	CONNECT Gov 50 Package provides Customer with access to and use of Pictometry Connect - CA - 50, Pictometry Connect View - CA, and CONNECT ImageService CA as described elsewhere in this Agreement. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$ 3,500.00		\$ 7,000.00
1	FutureView Adv Training	Full conference registration to advanced training designed to maximize deployment. Includes hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$ 2,499.00		\$ 2,499.00
1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and	\$ 1,000.00		\$ 1,000.00

		Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form			
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement Product Parameters: Admin User Name: Chad Theismann Admin User Email: ctheismann@co.clallam.wa.us	\$ 2,200.00	\$ 0.00 (100%)	\$ 0.00
1	CONNECT ImageService CA	Connect Image Service - CA (Custom Access) provides access via a secure web mapping service to existing orthomosaics available within Customer's Connect account. This service allows use by Customer each calendar month of a total number of image request transactions equal to the product resulting from multiplying (a) the number of concurrent users authorized to use the Connect Image Service pursuant to this Agreement, by (b) 1500 (such product being the "Monthly Image Request Limit"). To the extent use of the Connect Image Service pursuant to this Agreement results in a total number of image request transactions in excess of the Monthly Image Request Limit, Pictometry may review the usage with Customer, increase the price for Customer's Connect Image Service with Customer's consent or, in Pictometry's discretion, suspend further access by Customer to the Connect Image Service. This offering is provided solely for internal use within Customer's organization. Customer must maintain an active paid Pictometry Connect account in order to utilize the Connect Image Service. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 2,000.00	\$ 0.00 (100%)	\$ 0.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions Product Parameters: Admin User Name: Chad Theismann Admin User Email: ctheismann@co.clallam.wa.us	\$ 750.00	\$ 0.00 (100%)	\$ 0.00
1	Pictometry CONNECTAssessment	Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account.	\$ 5,000.00	\$ 0.00 (100%)	\$ 0.00

		Applicable Terms and Conditions: Online Services General Terms and Conditions			
I	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
1,031	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use PRODUCT PARAMETERS: LEAF: Leaf Off: Less than 30% leaf cover	\$ 0.00		\$ 0.00
SUBTOTAL					\$154,579.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$ 446,678.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

Geofences:**FIRST PROJECT**

For the Pictometry Connect - CA - 50, Pictometry Connect View - CA, CONNECT ImageService CA product(s) in this project, the following geofences apply:

WA Clallam (Primary)

SECOND PROJECT

For the Pictometry Connect - CA - 50, Pictometry Connect View - CA, CONNECT ImageService CA product(s) in this project, the following geofences apply:

WA Clallam (Primary)

THIRD PROJECT

For the Pictometry Connect - CA - 50, Pictometry Connect View - CA, CONNECT ImageService CA product(s) in this project, the following geofences apply:

WA Clallam (Primary)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due upon final shipment of imagery	\$68,760.00
Due at First Anniversary of Shipment of Imagery	\$68,760.00
Total Payments	\$137,520.00

SECOND PROJECT

Due upon final shipment of imagery	\$77,289.50
Due at First Anniversary of Shipment of Imagery	\$77,289.50
Total Payments	\$154,579.00

THIRD PROJECT

Due upon final shipment of imagery	\$77,289.50
Due at First Anniversary of Shipment of Imagery	\$77,289.50
Total Payments	\$154,579.00

RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. Disaster Coverage Imagery at No Additional Charge – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
- ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
- ☐ **Terrorist:** areas affected by damage from terrorist attack.

Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.

Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

APPENDIX 1

DELIVERABLE PRODUCT SPECIFICATIONS

Essentials+ Community deliverables

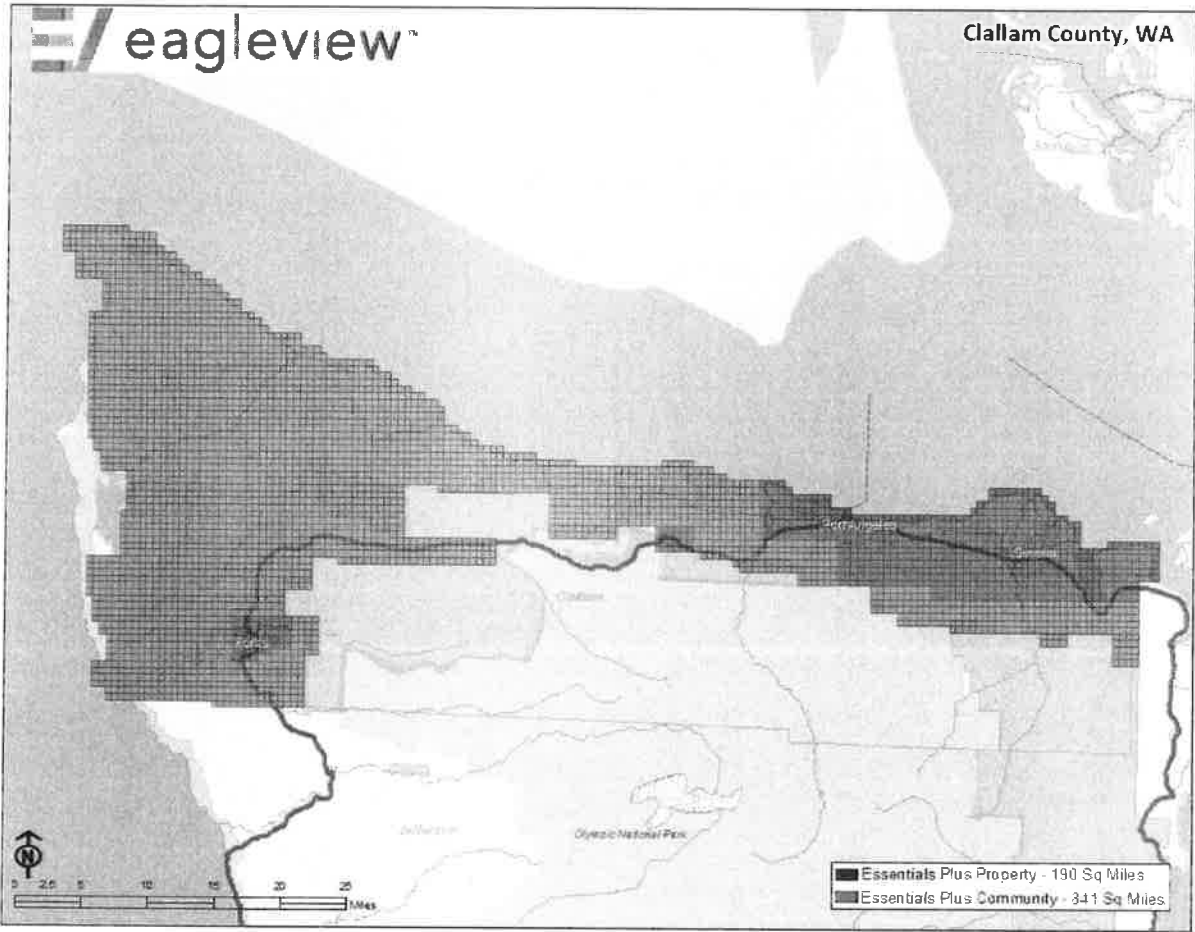
Product	Essentials+ Community
Orthomosaic Specifications	• Typical Positional Horizontal Accuracy: 1m at a 95% confidence level • Fully automated photogrammetric orthomosaic. Imagery may contain seamlines • Project-wide color and contrast balancing
Oblique Imagery	Nominal 9in GSD oblique imagery or better: • Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata: • Metadata generated that meets FGDC Standards upon request • Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	Resolution: • Nominal 9in GSD Access Methods: • Available via web-based viewer (Connect) - Contracted separately • Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	Resolution: • Nominal 9in GSD Projection/Coordinate System: • Customer Selectable Datum: • Customer Selectable File Format: • Mosaic Tiles ○ Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file ○ Includes separate Pictometry Map Image (PMI) trailer file • Project-Wide Mosaic ○ Available in ECW, MrSID (All versions) format
Oblique Imagery Deliverable Format	Access methods: • Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	• Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

Essentials+ Property deliverables

Product	Essentials+ Property
Ortho frame imagery	• Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in
Orthomosaic Specifications	• Orthomosaic Resolution 2in or 3in GSD (Best Available provided) • Typical Positional Horizontal Accuracy: 1m at a 95% confidence level • Fully automated photogrammetric orthomosaic. Imagery may contain seamlines • Project-wide color and contrast balancing
Oblique Imagery	Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD:

	Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata: - Metadata generated that meets FGDC Standards upon request - Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	Resolution: 2in or 3in GSD (Best Available Provided) Access Methods: - Available via web-based viewer (Connect) - Contracted separately - Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	Resolution: 2in or 3in GSD (Best Available Provided) Projection/Coordinate System: - Customer Selectable Datum: - Customer Selectable File Format: - Mosaic Tiles - Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file - Includes separate Pictometry Map Image (PMI) trailer file - Project-Wide Mosaic - Available in ECW, MrSID (All versions) format
Oblique Imagery & Frame Imagery Deliverable Format	Access methods: Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	- Best efforts to make frame imagery available online within 20 days of capture complete - Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

MAP



Contract 6081864
Eagleview Imagery and SaaS



Department of Executive Services
 Finance and Business Operations Division
Procurement and Contract Services Section
 206-263-9400 TTY Relay: 711

THIS CONTRACT #6081864 ("Contract") is entered into by **KING COUNTY**, Washington, a home rule charter county and a political subdivision of the State of Washington (the "County"), and Eagleview Technology Corporation (the "Contractor"), whose address is 25 Methodist Hill Dr. Rochester, NY 14623. The County is undertaking certain activities related to aerial imagery acquisition and SaaS services and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. CONTRACT DOCUMENTS

The Contractor shall provide all Work described in this Contract, which consists of the following documents and Proposer responses to attachments, each of which are made a part hereof by this reference:

Contract, which consists of this page, the Terms and Conditions, and the following:

- ☐ Scope of Work Exhibit 1
- ☐ Price Exhibit 2
- ☐ Service Level Agreement Exhibit 3
- ☐ Certificate(s) of Insurance and Policy Endorsement..... Exhibit 4
- ☐ Authorized Subdivision User Agreement Exhibit 5

II. ORDER OF PRECEDENCE

In the event of a conflict, the following order of precedence shall apply:

1. Contract Amendment(s)
2. Contract, with its Exhibits as noted above
3. Request for Proposal (if applicable - as modified by any addenda)
4. Best and Final Offer
5. Contractor's Proposal (if applicable)

III. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire six (6) years after the County signs the Contract, unless extended or terminated earlier pursuant to the terms and conditions of this Contract. The Warranty Period begins at Final Acceptance and continues for a period of twelve (12) months. Upon Final Acceptance or commencement of payment, whichever is earlier, the Service Level Agreement begins and continues unless terminated as described in this Contract. The maximum term for this Contract, consisting of the initial term plus extensions, is 10 years. Any Software License provided under this Contract shall be perpetual.

IV. ACKNOWLEDGEMENT, MERGER, AND AUTHORITY

The parties acknowledge that they have consulted with their respective attorneys and have had the opportunity to review this Contract. Therefore, the parties expressly agree that this

Contract shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

This Contract constitutes the entire agreement and understanding between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Any terms or conditions in Contractor's purchase order or any other document issued by Contractor are void and of no force and effect.

The parties executing this Contract have authority to sign and bind its represented party to this Contract.

Eagleview Technology Corporation

Matt Quilter

Brian R. Brockmann

DocuSigned by:

Matt Quilter

60050E189CEFA0A

Corporate Vice President

Date
Accepted: 4/17/2019

KING COUNTY

Tanya Hannah

DocuSigned by:

Tanya Hannah

920AF9FCB511486

Chief Information Officer

Date
Accepted: 4/27/2019

Approved as to form only:
King County Prosecuting Attorney

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TERMS AND CONDITIONS

SECTION 1 DEFINITIONS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of the County's determination that the Contractor's Work has been completed in accordance with the Contract.

Authorized Subdivision: means, any political unit or subdivision located totally or substantially within County boundaries that County authorizes to have access to the Imagery, Software and Services.

Authorized System: means a workstation or server that meets each of the following criteria (i) owned or leased by County or an Authorized Subdivision, (ii) located within and only accessible from facilities that are owned or leased by County or an Authorized Subdivision, and (iii) under the control of and may only be used by County or Authorized Subdivisions.

Authorized User: means any County employee or Authorized Subdivisions that is authorized by County to have access to the Imagery, Software and Services through an Authorized System.

Buyer: Individual designated by the County to conduct the Contract solicitation process, draft and negotiate Contracts, resolves contractual issues and supports the Project Manager during Contract performance.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or Scope of Work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Work under the Contract as set forth on Page 1 of this document.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Services or Work under the Contract.

County: King County and its officers, employees, agents, contractors, and subcontractors.

County Data: Data provided by the County to Contractor.

Data: Any information created or provided under this Contract, including imagery.

Data Breach: Any unauthorized access, modification or destruction of County Data.

Day: Calendar day.

Documentation: Technical publications and/or documentation relating to the use of the Software or SaaS to be Provided and delivered by Contractor under this Contract, such as reference manuals, training manuals, user manuals, maintenance manuals, installation, systems administration and technical guides designed to instruct the County on the features, uses, and functions of the Software or SaaS.

Effective Date: The date the Contract is signed by the County.

Enhancement: Technical or functional additions to the Software or SaaS to improve Software or SaaS functionality and/or operations. Enhancements are delivered with new releases of the Software or SaaS.

Error: An unanticipated Software or SaaS problem resulting in program behavior not following the Software's logical design and/or the Contract.

Final Acceptance: The point when King County acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

Imagery: Photos of the earth's surface in the form of Oblique Images, Orthogonal Images, Nadir Images and Lidar Images.

Nadir Images: Imagery, with a nadir aspect, collected in tandem with directional imagery, as part of an Oblique imagery collection.

Measurable Amount of Work: For purposes of payment of a living wage, Measurable Amount of Work means a definitive allocation of an employee's time that can be attributed to work performed on a specific matter, but that is not less than a total of one hour in any one week period.

Object Code: A set of instruction codes that is understood by a computer at the lowest hardware level. Object code is usually produced by a compiler that reads some higher level computer language source instructions and translates them into equivalent machine language instructions.

Oblique Images: Non-orthogonal imagery obtained by a cameras oriented to cardinal directions at an angle approximately 45 degrees off orthogonal.

Online Services: The images, including all associated metadata and data layers included in, provided with, or derived from those images, made available to County via a web-based solution.

Orthogonal Images: Imagery collected straight down, and acquired in a manner where it can be processed to create an ortho-rectified mosaic.

Pre-Existing Materials: means any work product produced by either Contractor or County prior to rendering Services under this Contract. Pre-Existing Materials can include, but are not limited to, reports, training materials, images and software code.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration. This Contract may be part of a larger County project.

Project Participant: means any employee or contractor of persons or entities performing services for County or an Authorized Subdivision that has been identified by written notice to Contractor prior to being granted access to the Work and, unless Contractor expressly waives such requirement for any individual, has entered into a written agreement with Contractor authorizing such access. This term does not include the public in general.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

SaaS: Software as a service as described in the Contract.

Scope of Work (SOW): An Exhibit to the Contract consisting of written descriptions of the Services, Software or SaaS to be performed or Provided or the technical requirements to be fulfilled under this Contract.

Services: The furnishing of labor, time or effort by a Contractor, including project management, reports, flights, re-flights, image acquisition, image upload and storage in the Online Services, and Software Maintenance or support.

Software: All or any portion of the then commercially available version(s) of the computer Software programs and Enhancements thereto, including Source Code, data, localized versions of the computer Software programs and Enhancements thereto, including Source Code and Documentation licensed and delivered by Contractor to the County

Source Code: A collection of computer instructions written using a human-readable programming language. Source Code must be translated to machine language using a compiler to specify the actions to be performed by a computer.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Update: All published revisions to the Documentation and copies of the new release of the Software, which are not designated by Contractor as new products.

Upgrade: Subsequent releases of the Software or SaaS and Documentation that generally have a new major version number, i.e. version 6.3 to version 7.0 or minor releases, such as 6.3 to 6.4.

Malware: Malicious Software code that is intentionally and specifically constructed for the purpose of destroying, interrupting or otherwise adversely impacting other code or data in a computer, such as replicating itself or another program many times without any useful purpose.

Work: Everything to be Provided and done for the fulfillment of the Contract and shall include all Imagery, Software, SaaS, hardware and Services specified under this Contract, including Contract Amendments and settlements.

SECTION 2 GENERAL PROVISIONS

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Acceptance Testing

The County may give iterative acceptances as the Work is accomplished either by phase or milestone. The Contractor will give the County "notice of completion" of Work related to a specific milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

- A. **Acceptance Process.** Upon completion of either the phase or milestone, the Contractor will notify the County and the Acceptance process will commence. Acceptance shall be based on conformance with the phase or milestone requirements set forth in the Contract. After notice by Contractor of completion of the phase or milestone, County will issue a written notice of phase or milestone Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining items not in compliance with the deliverable guidelines.
- B. **Correction of Deficiencies Process.** If the work of the phase or milestone is rejected, Contractor will have ten (10) Days to correct items documented in the County's notification of rejection. Following the delivery of Contractors' notice that the work has been corrected, the Acceptance test will start again and the County will either issue a written notice of Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining work not in compliance with the phase or milestone. The project schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the work fails to comply with the phase or milestone after Contractor's second attempt to correct the work and no clear plan can be agreed upon between the County Project Manager and the Contractor's Project Manager, the County will determine the appropriate corrective action(s), up to and, including declaring a material breach of Contract.

2.3 Final Acceptance Testing

The County shall begin the Final Acceptance testing as follows:

- A. The parties shall agree on the start date for the Acceptance test.
- B. The Acceptance test shall include ninety (90) Days of continuous operation of the Work without material defect in accordance with the Contract in the County's fully implemented production environment.

- C. If the County Accepts the Work, the County will send a notice of Final Acceptance to the Contractor.
- D. If the County determines that the Work is not Acceptable, the County shall notify the Contractor, describing the deficiencies.
- E. The Contractor shall either Provide a detailed, written plan to achieve Final Acceptance or to make corrections or replacements within a mutually agreed upon time period. The parties shall mutually agree on a start date for beginning another Acceptance test.
- F. Another ninety (90) Day successful operation period shall follow any corrections or replacements to the Work. Two (2) or more ninety (90) Day operation Acceptance test periods can occur if mutually agreed to by the parties.
- G. If the County Accepts the Work following a second or subsequent Acceptance test, the County will send a notice of Final Acceptance to the Contractor.
- H. If the Contractor does not correct or replace the unacceptable Work, the County may declare a material breach of Contract.

2.4 Warranty

A. No Waiver of Warranties and Contract Rights

Conducting of tests and inspections, review of Scope of Work or plans, payment for Work, or Acceptance or Final Acceptance of the Work by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.

B. Warranty Term

The Contractor warrants that the Work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of twelve (12) months from date of Final Acceptance of such Work by the County. Any Work corrected shall be subject to this paragraph to the same extent as the Work initially Provided.

C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors and Subcontractors

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference shall not excuse the Contractor's full compliance with its obligations under this Contract. The Contractor shall cooperate with the County in facilitating warranty related Work by such suppliers, vendors, distributors and Subcontractors.

2.5 Express Warranties for Service and SaaS

- A. Contractor warrants that during the Contract term, the Service and SaaS Provided hereunder shall be free from compromised image quality and significant programming Errors and when used in accordance with this Contract shall operate and conform to the Scope of Work, performance capabilities, functions and other descriptions and standards as identified in this Contract and all supplemental information Provided by Contractor.
- B. Contractor warrants that the general Service and SaaS Provided hereunder is free of known vulnerabilities and that, during the Contract term, Contractor will ensure that the general Service and SaaS remains free of known vulnerabilities through a program of active vulnerability management.
- C. Contractor warrants that it has full power and authority to license or sublicense the Imagery, Data, Software and or SaaS, and any applicable third party software, to the County without the consent of any other Person.
- D. Contractor warrants that neither the Images, Data, SaaS nor Software infringe upon or misappropriate any third party's intellectual property or other proprietary rights.
- E. Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract. Contractor warrants that the SaaS solution and or Software will be available and accessible in accordance with the Service Level Agreement (Exhibit 3).
- F. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services.
- G. Contractor warrants that the Imagery, Services, Software and or SaaS, the License to the County to use the Imagery, Services, Software and or SaaS, instructions for use of the Services, Software and or SaaS, Documentation and the performance by Contractor of the Services, Software and or SaaS, shall be in compliance with all applicable laws, rules and regulations.
- H. Contractor warrants the tapes, CDs, DVDs or other media delivered to the County to be free of defects in materials and workmanship under normal use for sixty (60) Days from the date of receipt by the County.
- I. Contractor warrants that the Data, Software and or SaaS Provided is free from intentional Viruses, disabling code or other intentional programming defects. Prohibited intentional programming defects include, but are not limited to, features such as "backdoor", "backdoor shut down mechanisms", "time bombs", "automatic unauthorized connection to outside systems" (phone home), programming that responds to or Provides information to outside systems' "pinging", and features that can "retire", "shut down", "cripple" or "stop" the Service. Contractor further warrants that neither the

Software and or SaaS alone or through Contract with the Contractor is capable of electronic self-help that may deprive the County of the use of the licensed Service.

- J. Contractor warrants that future maintenance of Software and or SaaS releases shall not degrade the Software and or SaaS, cause a breach of any other warranty or require the County to purchase new or additional hardware or Software and or SaaS for continued operation of the Software and or SaaS.
- K. The Contractor warrants functionality as described in the Scope of Work.
- L. Contractor shall be responsible for Providing and implementing a Software and or SaaS system that is successfully integrated into the existing system environment of the County and meets the functional requirements as specified in this Contract.
- M. The Express Warranties Set Forth In This Section Are In Lieu Of All Other Warranties, Express Or Implied, Including But Not Limited To The Implied Warranties Of Merchantability And Fitness For A Particular Purpose.

2.6 Warranty Remedies

- A. If at any time during the twelve (12) month period immediately following Final Acceptance of any Work covered by this Contract, Contractor or the County discovers one or more material defects or Errors in the Work or any other aspect in which the Work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, Error or nonconformity by, among other things, making additions, modifications or adjustments to the Work as may be necessary to keep the Software, Services or SaaS in operating order in conformity with the warranties herein. Any Work corrected shall be subject to this subsection to the same extent as the Work initially Provided.
- B. During the sixty (60) Day media warranty period, the County may return defective media to Contractor and it shall be replaced without charge to the County.
- C. In order to qualify for remedial action under these warranties, the County shall report a warranty failure to the Contractor in writing within thirteen (13) months from the date of Final Acceptance. The Contractor shall not be responsible for remedial action under this warranty to the extent the failure to meet the warranty is caused by modification to the product(s) by the County or anyone other than the Contractor or its Subcontractors, unless under Contractor's or its Subcontractor's direction.
- D. The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected the defect within thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County shall charge-back the cost for such warranty repair to the Contractor.

- E. The Contractor is responsible for all costs of repair or replacement in order to restore the Work to the applicable Contract requirements or Scope of Work, including shipping charges, for Work found defective within the warranty period, regardless of who actually corrects the defect.

2.7 Defective Work

Prior to the County's use of the Work, Software and/or SaaS, when and as often as the County determines that the Work, furnished under the Contract is not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within ten (10) Days of receiving such notification, the Contractor shall correct items documented in the County's notification or supply the County with a detailed, written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. The County may reject or accept this plan at its discretion. If the County rejects the plan the Contractor may be determined to be in material default of the Contract. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

2.8 Liquidated Damages

In the Contract a definite and certain length of time shall be fixed for the performance of the Contract. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the Contractor and the County that:

The County reserves the right to terminate the Contract for failure to perform with or without assessment of liquidated damages. At the County's sole discretion, the County may consider and/or accept an alternative to the assessment of liquidated damages proposed by the Contractor. If the County accepts such an alternative it does not waive the right to later reject the alternative and impose liquidated damages from the date of rejection.

Should the Contractor be obstructed or delayed in completing delivery in whole or in part for any of the following reasons, the County shall waive its right to liquidated damages and the time of completion shall be extended for such period as may be agreed upon in good faith by the County and Contractor:

- a) by any default, act or omission of the County;
- b) any permitted events noted in the SOW;
- c) any of the following, as determined by the County: inclement weather for the region, or snow cover,;
- d) events outside the sole control of Contractor;
- e) restrictions or delays caused by Air Traffic Control;

- e) force majeure event (as such term is defined in Section 10.3); or
- f), by the inability to obtain materials, equipment or labor due to Federal Government restrictions.

Shall there be insufficient time to grant such extensions prior to completion date of the Contract, the County shall, at the time of acceptance of the Work, waive liquidated damages which may have accrued for failure to complete the work on time, as described above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same. If the County waives such liquidated damages, then the County is available to pursue all remedies pursuant to this Contract and by law.

The Contractor authorizes the County to deduct such liquidated damages from the amount due, or to become due, under the Contract. The Contractor further agrees that any such deduction shall not in any degree release the Contractor from further obligation and liabilities in regard to the fulfillment of the entire Contract.

2.9 Contractor Name or Tax Structure Change

If at any time during the Contract term the Contractor experiences a change in its name or federal tax status either through acquisition, novation, assignment, re-organization or some other change that affects its Taxpayer Identification Number (TIN) or Tax Reporting Name, it shall notify King County immediately upon the information becoming publicly available. This notification shall be sent by the Contractor to the current King County buyer via email along with:

- A. Any official announcements from the firm's representative(s) regarding the changes;
- B. A new King County W-9, located at:
<https://www.kingcounty.gov/~media/depts/finance/procurement/forms/KC-W9.ashx?la=en>. Instructions for completing the document can be found at:
https://www.kingcounty.gov/~media/depts/finance/procurement/forms/KC-W9_Instructions_for_Business.ashx?la=en
- C. A current statement, listing of unfilled orders and electronic versions of all outstanding invoices and credit memos at the time of the change shall be provided to the buyer as soon as possible.

Any delay on the part of the Contractor to provide these items to the buyer may result in the delay of payment and orders. The County may create a new contract number to replace the existing one. All future orders and Contract Amendments will reference the new contract number.

2.10 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County, 201 S Jackson St. STE 225, Seattle, WA 98104. All invoices shall contain the following information:

- B. Invoice date;

- C. Purchase order number
- D. Ship to address/location
- E. Remit address
- F. Item number(s)
- G. Description of supplies or services
- H. Quantities
- I. Unit prices
- J. Subtotal and totals amount
- K. Discount terms or amount, if applicable
- L. Applicable sales tax with correct tax rate based on destination

For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in Exhibit 2, or if not used as part of this Contract, then the current price list for this Contract approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

2.11 Pricing

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the County.

The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.12 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

2.13 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.14 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.13, Contract Amendment.

2.15 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.16 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	CONTRACTOR
King County GIS Center	EagleView Technologies, Inc.
George Horning	25 Methodist Hill Drive
KCGIS Center Manager	Rochester, New York 14623
201 S Jackson St, Suite 225	Attn: General Counsel
Seattle, WA 98104	

206-477-4401	
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SECTION 3 LEGAL RELATIONS; INDEMNITY and INSURANCE

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

- A. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or Services Provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or Services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this section, reasonable attorney fees shall be allowed to the substantially prevailing party.
- B. If there is a breach of the warranty in Section 2.5 Subsections C and D, then Contractor, at its option and expense, shall either defend or settle any action and hold the County harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Images, Data, Software and or SaaS, asserted against the County by such third party provided: (i) all of the County's use of the Imagery, Data, Software and or SaaS was in accordance with this Contract; (ii) the claim, cause of action or infringement was not caused by the County modifying or combining the Imagery, Data, Software and or SaaS with or into other products, applications, Imagery or data not approved by Contractor; (iii) you give Contractor

prompt notice of such claim; and (iv) you give Contractor the right to control and direct the investigation, defense and settlement of such claim. The County, at Contractor's expense, shall reasonably cooperate with Contractor in connection with the foregoing.

C. Limit of Liability

To the extent caused by any third party service provider not engaged by Contractor for work pursuant to this Agreement, or to the extent caused by the negligent acts and omissions of the County, Contractor shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services, (b) the unavailability or interruption of the Online Services or any features thereof, (c) your use of the Online Services, (d) the loss or corruption of any data or equipment in connection with the Online Services, (e) the content, accuracy, or completeness of the Online Services, all regardless of whether you received assistance in the use of the Online Services from Contractor (f) any delay or failure in performance beyond the reasonable control of a Contractor, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

- D. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, EXCEPT FOR INJURIES TO PERSONS, DAMAGE TO PROPERTY, ANY EXPOSURE OF CONFIDENTIAL INFORMATION, LOSS OF DATA, OR INFRINGEMENT OF INTELLECTUAL PROPERTY UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THIS CONTRACT EXCEED TWICE THE AMOUNT PAID UNDER THIS CONTRACT OR \$2 MILLION, WHICHEVER IS GREATER.**
- E. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR THE COUNTY'S INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO CONTRACTOR OR ITS THIRD PARTY SUPPLIERS.**

3.3 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location**

and operations to which the insurance applies, the expiration date, and that the County shall receive notice at least forty-five (45) Days prior to the effective date of any cancellation, lapse or material change in the policy.

- B. In the event of a loss, the Contractor shall, upon request of the County, deliver to the County all such policies of insurance, which may be reasonably redacted to protect proprietary information, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to Provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

3.4 Insurance Requirements

- A. The Contractor shall maintain the minimum insurance set forth below. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- B. Nothing contained within these insurance requirements shall be deemed to limit the Scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained in this provision shall affect and/or alter the application of any other provision contained within this Contract.
- C. For all coverages:
 - 1. Each insurance policy shall be written on an "occurrence" form; excepting insurance for professional liability/errors and omissions. Professional liability/errors and omissions when required, may be acceptable on a "claims made" form.
 - 2. If coverage is approved and purchased on a "Claims Made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) year from the date of completion of the Work which is the subject of this Contract.
- D. Minimum Scope of Insurance
Coverage shall be at least as broad as:
 - 1. General Liability: Insurance Services Office form number (CG 00 01 current edition) covering COMMERCIAL GENERAL LIABILITY.

2. **Automobile Liability:** Insurance Service form number (CA 00 01 current edition) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.
3. **Professional Liability:** Professional Liability, Errors and Omissions coverage. In the event that services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage shall be Provided.
4. **Workers' Compensation:** Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.
5. **Employers Liability or "Stop Gap":** The protection Provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.
6. **Cyber Liability or Technology Errors and Omissions:** Coverage shall include loss resulting from data security/privacy breach, cyber extortion, unauthorized access, denial of service attacks, introduction of virus and malicious code, dissemination or destruction of electronic data, business interruptions, privacy law violations, disclosure of non-public, personal or confidential information, identity fraud, loss of income due to system crashes, and acts by rogue employees. Coverage shall include notification and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data.

3.5 Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

- A. **General Liability:** \$5,000,000.00 limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$5,000,000 aggregate limit.
- B. **Professional Liability, Errors and Omissions:** \$2,000,000.00 per Claim and \$2,000,000.00 in the Aggregate.
- C. **Workers' Compensation:** Statutory requirements of the state of residency.
- D. **Employers Liability Stop Gap:** \$1,000,000.00.
- E. **Cyber Liability or Technology Errors and Omissions:** \$2,000,000.00 per Claim and \$2,000,000.00 in the Aggregate
- F. **Excess Aircraft Liability (Non-owned Aircraft):** Aircraft Liability for bodily injury, death, property damage, contractual, and passenger liability with minimum limits in accordance with the following schedule:

Maximum Gross Take-off Weight:	Minimum Requirement (each Occurrence):
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10,001-15,000 lbs.	\$10,000,000
5,000 – 10,000 lbs.	\$5,000,0000
Under 5,000 lbs.	\$1,000,000

For the use of drones, contractors can either provide this coverage as a separate policy or as an endorsement to the Aviation Liability coverage:

Drone Aviation Liability Coverage. \$2,000,000 per occurrence and to include in-flight operations, bodily injury, property damage, and personal injury (aggregate) coverage. Coverage shall include invasion of privacy and trespass.

3.6 Deductibles and Self-Insured Retentions

The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

A. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. Liability Policies (except Workers' Compensation and Professional Liability):
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. (CG 20 10 current edition or its equivalent).
 - b. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way.
 - c. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

3.7 Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall fail to meet the above stated requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new

policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

3.8 Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor..

3.9 Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

3.10 Endorsements

Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 current edition" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

SECTION 4 CONFLICTS of INTEREST and NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.
- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
 2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
 3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.
- C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
 2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.

3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

SECTION 5 RECORDS and AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

As may be required by law, the Contractor agrees to be financially responsible for and will repay the County all documentable costs incurred by the County following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with any material terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to be financially responsible shall survive the expiration or termination of this Contract

5.3 Federal Funding Audit

If the Contractor expended a total of \$500,000 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with Office of Management and Budget OMB Circular A-133 , which shall comply with the requirements of Generally Accepted Auditing Standards (GAAS) (generally accepted auditing standards), Government Accountability Office's, GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

SECTION 6 INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the Contractor, unless otherwise noted in this Contract.

Non-Imagery Data: Planned flight lines, raw airborne GPS/POS data, reference station data (RINEX), Inpho aerial triangulation files (PRJ/CNT/STA/XML/XPF), initial mosaic seamlines, ground survey report signed and sealed by appropriately licensed professional with coordinates and photos for all new (i.e., exclusive of any ground control provided by the County) ground control points used to control or validate the AT bundle adjustment, DEM used in orthorectification process.

Ownership: All Orthogonal Imagery and Non-Imagery Data delivered by Contractor hereunder shall be dually owned by Contractor and County. As such, County is, among other things, free to use, reproduce and redistribute copies of the Orthogonal Imagery and Non-Imagery Data so delivered in any manner without any accounting to Contractor and Contractor is free to use, reproduce and redistribute copies of the Orthogonal Imagery and Non-Imagery Data in any manner without any accounting to County.

The Contractor shall ensure that the substance of the foregoing subsections is included in each subcontract for the Work under this Contract.

6.2 Ownership of County Data

Contractor acknowledges that it has no property interest in, and may assert no lien on or right to withhold from the County, any data it receives from, receives addressed to, or stores on behalf of, the County. All records, data and files stored by the Contractor as archives of the County's data, including the media on which they are stored, are the exclusive property of the County, and Contractor may assert no lien on or right to any of the same. Contractor will conspicuously mark all such archival storage media as King County's property (when possible).

6.3 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

6.4 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor and Subcontractor may encounter personal information, licensed technology, drawings, schematics, manuals, data, sealed court records, and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material

received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the County is required by law to disclose confidential information the County shall notify the Contractor of such requirement prior to disclosure.

SECTION 7 NONDISCRIMINATION AND PAYMENT OF A LIVING WAGE

7.1 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

In accordance with King County Ordinance 14823, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Contract. Absent authorization for delayed or alternative compliance, failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, by signing the Contract/Bid Submittal the Contractor is indicating compliance with this requirement or with the terms of an authorization for delayed or alternative compliance.

D. Nondiscrimination in Subcontracting Practices

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and

suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers Policy.

Policy. It is King County policy that Small Contractors and Suppliers (SCS) have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that contractors and subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

Inquiries and Information Regarding King County Certified SCS Firms. Direct inquiries on how to apply for SCS certification, or obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by telephone at 206-263-9734. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at: <http://www.kingcounty.gov/bdcc>.

Definitions. The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County BDCC office.
3. "Small Contractor or Supplier" or "(SCS)" means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American

Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750,000.

G. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA)

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.G shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.

The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

H. Required Submittals During Work

The Contractor shall collect, enter, submit and update the submittals listed below for itself, its Subcontractors and any sub tier Subcontractors and suppliers to BDCC using the Contracts and Apprenticeship Report Tracking Services (CARTS) online reporting website located at <http://www.kingcounty.gov/bdcc>. Report forms are available on the website. Assistance may be obtained by contacting BDCC staff at 206-263-9734.

1. Subcontractor List. The Contractor shall create and maintain a master list of all Subcontractors on this Contract, the Contractor shall continually maintain the Subcontractors and Suppliers.
2. Contractor Payments. The Contractor shall enter and submit the amount received from the County for itself and the amounts paid by the Contractor to all Subcontractors, including Certified SCS Firms. Entries shall be entered in CARTS on a monthly basis.
3. Final Affidavits of Amounts Paid. Upon completion of the Work and as a condition precedent to final payment, the Contractor shall upload a Final Affidavit of

Amounts Paid electronically using CARTS. Identify amounts paid to each firm that performed Work on this Contract.

I. Sanctions for Violations

Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

7.2 Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, as a condition of award for contracts for services with an initial or amended value of \$100,000 or more, the Contractor agrees that it shall pay and require all Subcontractors to pay a living wage as described in the ordinance, to employees for each hour the employee performs a Measurable Amount of Work on this Contract.

The requirements of the ordinance, including payment schedules, are detailed at <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

SECTION 8 CLAIMS AND APPEALS; DISPUTE RESOLUTION

8.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation. Pending resolution of the dispute, Contractor shall continue to perform and provide the Services according to County instructions so long as the County continues to make payment for accepted work.

8.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

SECTION 9 TERMINATION

9.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. County Termination for Default

If the Contractor does not perform the Work, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.16. The Contractor shall have ten (10) Days from the date of receipt to cure the default or, at the County's discretion, provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.16 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Contractor's Right to Suspension or Discontinue for Default

If the County fails to pay an approved invoice for Accepted Work due under this Contract within sixty (60) Days after the Contractor has notified the County that it has failed to pay such amount by the due date therefor, and that failure continues for thirty (30) Days after receiving written notice from Contractor specifying in reasonable detail the nature of that failure, at Contractor's option, Contractor may, in the event of delinquent payment pursuant to this provision, suspend the SaaS upon five (5) Business Day's prior written notice to the County, and Contractor shall have no liability to the County for such suspension. For an abundance of clarity, this provision shall not apply if the Parties are in dispute over the Work provided by the Contractor.

D. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to Final Acceptance and/or Completion of the Project, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part for lack of appropriation. Such termination shall be in addition to the County's rights to terminate for convenience or default. In the event of termination under this section the following shall apply:
 - a. Subject to subsection b., the County will be liable only for payment in accordance with the terms of this Contract for Work performed prior to the effective date of termination;
 - b. Payment, if any, associated with such termination shall not exceed the appropriation for the biennium in which termination occurs; and
 - c. The Contractor shall be released from any obligation to provide further Work under the Contract affected by the termination.
2. Notwithstanding subsection 1., funding of this Contract beyond the current biennium is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Otherwise, the Contract shall terminate on December 31 of the current biennium.

SECTION 10 MISCELLANEOUS

10.1 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

10.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy FIN 10-1-1 (AP), Section 7.2 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

10.4 Recycled Products Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper. Ref: KCC Chapter 10.16 Recycled Product Procurement Policy & King County Executive Policy CON 7-1-2 (AP).

10.5 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with "The Health Insurance Portability and Accountability Act of 1996" (HIPAA).

10.6 No Third Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third party.

10.7 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

10.8 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

10.9 Background Checks

Contractor warrants and represents that each and every Contractor employee can meet the following requirements: (a) No convictions within the past ten (10) years for crimes involving computers, moral turpitude, including fraud, perjury, dishonesty; and (b) No adverse employment actions within the past ten (10) years regarding dishonesty or the use or misuse of computers.

Contractor personnel needing access to secure areas, records, or systems may be required to complete a security/background check by the County. The County may require Contractor's employees, agents, consultants or Subcontractors to complete a brief questionnaire and complete fingerprinting as part of the investigation process. The required background check will review and evaluate driving records, criminal records, employment histories, military records, personal and employment references and related information. Contractor staff failing the background check may, at the sole discretion of the County, be restricted from working within secured areas or with County systems in any capacity. The Contractor will assign alternative staff who have passed the background check to meet the requirements of the Contract.

SECTION 11 SPECIFIC SaaS CONTRACTUAL TERMS AND CONDITIONS

11.1 Oblique Imagery and Software License

Subject to the terms and conditions set forth in this Contract, including payment of the license fees by County to Contractor, Contractor hereby grants to County and Authorized Subdivision a non-exclusive, non-transferable worldwide license to use the Oblique Imagery, Images, SaaS and Software as well as any Documentation and training materials during the term of this Contract as follows: (i) install on Authorized Systems, (ii) permit access and user through Authorized Systems by Authorized Users for performance of public responsibilities of the County or Authorized Subdivisions, (iii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials solely for fulfilling public responsibilities of the County or Authorized Subdivisions and (iv) for individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.

11.2 Online Services License

Subject to the terms and conditions set forth in this Contract, including payment of the license fees by County to Contractor, Contractor hereby grants to County and Authorized Subdivision a nonexclusive, nontransferable, limited right to access and use the Online Services solely for your internal business purposes and not for resale or redistribution.

11.3 RESTRICITIONS ON LICENSES

- A. You may not reproduce, distribute or make derivative works of the Oblique Imagery, Software in any medium, except as expressly permitted in this Contract.
- B. You may not offer any part of the Oblique Imagery, Software or Online Services for commercial resale or commercial redistribution in any medium.
- C. You may not exploit the goodwill of Contractor, including its trademarks, service marks, or logos, without the express written consent of Contractor.
- D. You may not remove, alter or obscure copyright notices or other notices contained in the Oblique Imagery, Software and Online Services.
- E. All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in all media belong to Contractor or its third party suppliers.
- F. Authorized User Compliance. Authorized Users shall be required to execute an Authorized User Agreement and agree to the terms and conditions of this Contract.
- G. Authorized Subdivision Compliance. Authorized Subdivisions shall be required to execute an Authorized User Agreement, which will stipulate that they must agree to the terms and conditions of this Contract.
- H. Project Participants. Each notice to Contractor identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Oblique Imagery and Software

in such work. Pictometry retains the right to restrict or revoke access to Project Participant.

- I. You may not make the Oblique Imagery, Software or Online Services available to any other party except as provided elsewhere in this Contract.
- J. You may not copy the images contained within the Online Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services. For an abundance of clarity, should this Contract terminate or expire, the County will still have a perpetual right to view the Imagery stored in the database.
- K. You may not use the Online Services to compete with any businesses of Contractor.
- L. You may not use information included in the Online Services to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- M. You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means.

11.4 Disclaimers for Online Services

- A. The Online Services provided are for visualization purposes and County and Authorized Subdivision purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- B. The Online Services are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- C. All measurements and reports generated by the Online Services are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- D. Contour information obtained from the Online Services is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- E. While the Online Services may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Contractor and its third party suppliers of the Online Services hereby disclaim all liability for damages claims and expenses arising from such use.
- F. Your reliance on the Online Services should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- G. Contractor and each third party supplier of any portion of the Online Services assume no responsibility for any consequences resulting from the use of the Online Services.
- H. Contractor and each third party supplier of any portion of the Online Services hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services.

11.5 Business Continuity

In the event that Contractor's infrastructure or data becomes lost, damaged or destroyed, Contractor shall immediately, and not longer than one (1) business day, implement the Contractor's Business Continuity Plan, as set forth in Exhibit 5, in order to continue to provide the SaaS. Contractor's obligation to reimburse the County's costs related to lost, damaged or destroyed data shall be determined by the County.

The plan, at a minimum, shall include the services of a third party recovery provider for which the County shall be the first in the order of recovery among Contractor's customers. The third party recovery provider shall provide and assist Contractor in its operations, system management and technical support.

The Contractor shall include in its Business Continuity Plan a service offering, a distributed IT infrastructure and a mirrored critical system, Contractor will assist the County in providing such a system within one (1) Day of the County's notification.

In the event that the SaaS is interrupted, the Data may be accessed and retrieved within two (2) hours at any point in time. Additionally, Contractor shall store a backup of Data in an off-site "hardened" facility no less than daily, maintaining the security of Data, the security requirements of which are described herein.

11.6 Enhancements, Upgrades, Replacements and New Versions of SaaS

- A. The Contractor agrees to Provide to the County, at no cost, prior to, and during installation and implementation of the system any Software/firmware Enhancements, Upgrades and replacements which the Contractor initiates or generates that are within the scope of the products licensed and that are made available at no charge to other Contractor customers.
- B. During the term of this Contract, the Contractor shall notify the County of the availability of newer versions of the SaaS and within thirty (30) Days Provide the County with this new version. The Contractor shall Provide any Updated Documentation in the form of new revision manuals or changed pages to current manuals consistent with the original Documentation supplied and reflecting the changes included in the new version of the SaaS as they are made available. The Contractor shall also Provide installation instructions, procedures and any installation program required by the Enhancement, Upgrade, Replacement or new versions of the SaaS.
- C. During the Contract term, Contractor shall not delete a feature or functionality in its SaaS to the County unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to the deleted feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County.

11.7 Contractor's Use of Customer Data

Contractor may use the Customer Data strictly as necessary to carry out its obligations under this Contract, and for no other purpose other than the following:

May observe and report back to the County on County's usage of the SaaS, and make recommendations for improved usage of the SaaS.

11.8 Disposition of Data; Back-up Data

County retains the right to use the SaaS to access and retrieve County content and data stored on Contractor's infrastructure at its sole discretion.

Contractor shall back up Data once in each 24-hour period.

11.9 Infrastructure and Security

Contractor shall take technical and organizational measures to keep Data secure and to protect it against accidental loss or unlawful destruction, alteration, disclosure or access; and must deal with the Data only in accordance with County's instructions.

At a minimum, Contractor shall be responsible for establishing and maintaining an information security program that is designed to:

- A. Protect against anticipated threats or hazards to the confidentiality, availability or integrity of the Data;
- B. Protect against unauthorized access, use, modification and/or destruction of the Data;
- C. Ensure the proper deletion of Data, when appropriate and authorized;
- D. Ensure that all Contractor's Subcontractors, if any, comply with the foregoing.

Prior to implementation of the SaaS, Contractor will review the security controls protecting the SaaS with King County's Information Security and Privacy Officer to ensure that said controls meet necessary requirements to ensure the appropriate levels of confidentiality, integrity and availability of the data are based on the County's sensitivity classification of the data and allow the County to implement additional controls if necessary.

11.10 Location of Data

Contractor warrants and represents that it shall store and process County data and content only in the continental United States and that at no time will county data traverse the borders of the continental United States in an unencrypted manner.

11.11 Data Center Audit and Certification

EagleView will comply with any IT Security or Cybersecurity audit or assessment requirement imposed by law considering whether or not EagleView is processing or accessing any Personally Identifiable Information (or other data that must be kept secure and confidential by law).

At its own expense, the County may have the right to confirm Contractor's infrastructure and security practices via an onsite inspection upon mutual agreement at least once a year. In lieu of an on-site audit and upon the County's request, Contractor shall complete an audit questionnaire regarding Contractor's information security program.

11.12 Data Breaches

Contractor shall report, orally and in writing, to the County the Data Breach, including any reasonable belief that a Data Breach has occurred. Contractor shall make the oral report to County immediately upon discovery of the Data Breach, but in no event more than two (2) business days after Contractor reasonably believes there has been such disclosure of the Data Breach. Within five (5) business days Contractor must provide a written report detailing the following, to the extent known, (i) the nature of the Data Breach, (ii) the County covered data or content, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the Data Breach, and (v) what corrective action Contractor has taken or shall take to prevent future similar Data Breaches. Contractor shall provide such other information as reasonably requested by the County.

Notwithstanding any other provisions in this Contract, Contractor shall be liable for all damages, fines and corrective action arising from the Data Breach of such information caused by Contractor's breach of its data security or confidentiality provisions hereunder.

11.13 Services Provided by a Subcontractor

Prior to the use of any subcontractor for SaaS under this Contract, Contractor shall notify the County of the subcontractor(s) that will be involved in providing any of the SaaS to the County and obtain the County's written consent.

In the event that Contractor terminates its agreement with the subcontractor, Contractor shall first allow the County to assume all of the rights and obligations of Contractor under the agreement and to transfer the agreement to the County, provided there shall be no changes in the services requirement. Contractor shall provide the County with advance written notice of its intent to terminate the agreement and at least thirty (30) Days to respond and indicate whether the County wishes to assume the rights and obligations under the agreement.

11.14 Importation of Data

Within one (1) Day of notification of termination of this Contract, the Contractor shall provide the County with complete, secure and dedicated data and content files suitable for importation into commercially available database software (e.g. MS-SQL), such as XML format, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. These files will be comprised of Data contained in the Contractor's system. The structure of the relational database will be specific to the Data and will not be representative of the proprietary Contractor database.

11.15 Termination Assistance Services

During the ninety (90) Day period prior to, and or following the expiration or termination of this Contract, in whole or in part, Contractor agrees to provide reasonable termination assistance services at no additional cost to the County, which may include:

- A. Developing a plan for the orderly transition of the terminated or expired SaaS from Contractor to the successor.
- B. Providing reasonable training to County staff or the successor in the performance of the SaaS then being performed by Contractor;
- C. Using its best efforts to assist and make available to County any third-party services then being used by Contractor in connection with the SaaS; and
- D. Such other activities upon which the parties may agree.

END OF TERMS AND CONDITIONS

Exhibit 3 Scope of Work

1.1 DEFINITIONS

Contractor	The Contractor that performs the acquisition flights and processes the collected imagery into final deliverables
Aero Triangulation (AT)	Process using the Project's processed imagery, survey control, and airborne GPS data with specialized software to create a block adjustment solution
Airborne GPS	Global Position Satellite hardware and software used in aircraft for determining the aircraft's position in space
API	Application Programming Interface
ArcGIS (Desktop)	Suite of GIS software, manufactured by Esri that provides a suite of applications, including ArcMap, ArcPro and ArcCatalog. Supported ArcGIS versions currently include 10.3 through 10.6 for ArcMap/ArcCatalog and 2.01-2.2.3 for ArcPro.
ArcMap, ArcPro	ArcGIS application that is used for viewing and mapping spatial data, and which functionality can be enhanced with Extensions such as an Oblique image library viewer.
ASPRS	American Society for Photogrammetry and Remote Sensing
Business Day(s)	Workday of a calendar week, including only Monday through Friday
CAD	Computer Aided Dispatch
CSDGM	Content Standard for Digital Geospatial Metadata – Documentation used to construct metadata
DAT – Data Acceptance Testing	Includes a range of defined workflows to perform Quality Assessment and Quality Control (QA / QC) evaluation of processes and deliverables
DAT Contractor	The Contractor that receives, and performs detailed QA/QC review of deliverables from the Contractor.
Day(s)	Calendar day, including all weekdays, weekend days and holidays.
DEM - Digital Elevation Model	A representation of the earth's surface in a format useable for orthorectification of imagery
EMS	Emergency Management Services
Esri	GIS software firm that produces a broad platform of GIS tools and applications, specifically ArcGIS (ArcMap, ArcCatalog and ArcPro)
Extension (ArcGIS Extension)	A software extension or add-in that can be used to configure ArcMap and ArcPro to integrate a data library of Oblique and Nadir imagery
FAA	Federal Aviation Administration
false color, near infrared imagery	Orthorectified imagery that contains one or more bands of data representing sensor information from the near infrared portion of the spectrum in addition to the normal 3 bands found in natural color imagery (Red, Green, and Blue).
FGDC	Federal Geographic Data Committee
FTP	File Transfer Protocol
GCP	Ground Control Points
GPS	Global Positioning System

GSD	Ground Sample Distance – The distance between pixel centers as measured on the ground
Go-Live	The part of deployment when all testing has been completed and Solution is considered to be in production
IMU	Inertial Measurement Unit
LAS/LAZ	Binary multipoint data format (and compressed version) used for storing large lidar point clouds
nadir (aspect)	The point vertically beneath the camera center at the time of exposure
Nadir (imagery)	Imagery, with aspect directly above the center of the image, collected in tandem with directional imagery, as part of an Oblique imagery collection
Oblique (imagery)	Non-orthogonal imagery obtained by a cameras oriented to cardinal directions at an angle approximately 45 degrees off orthogonal
Orthogonal (imagery)	Imagery collected straight down, and acquired in a manner where it can be processed to create an Orthorectified mosaic (Orthomosaic)
Orthorectified imagery	Digital image that has the properties of an orthographic projection. It is developed from a perspective aerial photography by differential rectification to remove image displacements caused by camera tilt and terrain relief.
Orthomosaic	The seamless collection of final Orthorectified imagery that is tiled for delivery
PDT	Pacific Daylight Time
Photogrammetric	Refers to extracting map information from photography that is collected in a stereo geometry
Project Area	Project Area refers to the area set forth in Table 1.1 and Appendix A
Project Plan	A report created using Microsoft Project (or comparable software) including, but not limited to, tasks, deliverables, schedule, task dependencies, identification of resource requirements, status reports and critical events
PSAP	Public Safety Answering Point
QA/QC	Quality Assurance / Quality Control. Processes and methodologies used in Data Acceptance Testing to determine whether products or processes meet stated standards
Resolution	The final resampled pixel size of final Orthorectified imagery, expressed either in inches or feet
RGB	Red, Green, Blue – the 3 bands comprising natural color imagery
SaaS	Software as a Service
Shapefile	An open source format, developed by Esri, for storing spatial and attribute data
Solution	The Extension (add-in) and SaaS integration providing all required functionality for
SOW	Scope of Work

SECTION 2 OBJECTIVE AND OVERVIEW

2.1 SERVICES

Provide digital aerial data and SaaS services for the King County region in Washington State.

2.2 2019 Digital Oblique and Orthogonal Aerial Imagery and Software (Project)

King County requires current Oblique and Orthogonal, natural color aerial imagery products with high spatial precision and accuracy that meet color and tonal standards for use in standard basemap mapping and cartographic applications, as well as use via a Contractor-provided Esri desktop GIS Extension and SaaS Solution. King County intends to apply the imagery products to their current GIS, E911, and other web mapping systems and to use them for CAD and preliminary engineering design applications.

An optional product requests a separate dataset of false color (near infrared) Orthorectified imagery, obtained simultaneously with the natural color Orthogonal imagery.

2.3 Primary Quality Assurance/Quality Control (QA/QC) for this Project shall be performed by the Contractor (and any subcontractors).

2.4 BACKGROUND

- A. King County government (County) employs approximately 14,000 employees supporting numerous lines of business across multiple departments. These departments provide regional services to all residents of the County, including those living in cities. These services include the courts and related legal services, public health services, county jail, records, elections, property tax appraisals and regional parks and trails. In addition, the County provides sewage disposal, and public transit services, including operation of the King County International Airport (Boeing Field). In unincorporated communities, the County provides a range of services: land-use regulation, building permits, police protection, road maintenance and local parks. Other local services, such as fire, water, library and hospital districts, are provided to unincorporated communities independent of County government.
- B. King County (County) is a multi-purpose government with approximately 14,000 employees. Located in western Washington and covering 2,134 square miles, the County is nearly twice as large as the average county in the United States. With more than two million people, it also ranks as the 13th most populous county in the nation.
- C. King County provides regional services to all residents of the county, including people who live in cities. These Services include courts and related legal services, public health services, county jail, records and elections, property tax appraisals and regional parks and facilities, including the King County International Airport (Boeing Field). King County government is also responsible for public transit and sewage disposal.
- D. King County provides sub-regional services in many suburban cities, such as animal control. In unincorporated communities, King County provides local services as well as the regional and sub-regional services already listed. Local services provided to citizens in unincorporated areas include land-use regulation, building permits, police protection, roads, and local parks. Additional local services in unincorporated

communities are provided by fire, water, library and hospital districts which operate independently of County government.

- E. For more information about King County, please visit the website:
<http://www.KingCounty.gov>.

2.5 PURPOSE

The Contractor shall provide an integrated package of current, digital aerial imagery and related deliverables and software that provide:

- A. Oblique (side-look) imagery
1. 3-band, RGB, natural color imagery collected simultaneously with Orthogonal imagery
 2. Georeferenced to the ground surface to display appropriately with Nadir image
 3. Acquired for the resolution, area of interest and acquisition timeframes indicated in Table 1.1
 4. Include Oblique views for 4 directions (N,S,E,W) in the Low Resolution area
 5. Include Oblique views for 4 directions (N,S,E,W) in the High Resolution area
 6. Include a Nadir view in addition to the Oblique views
 7. Viewable with Contractor-provided Extension that works within ArcGIS Desktop software, which shall always be available in a version of ArcMap and ArcPro that is supported by Esri. . The imagery shall also be viewable with a Contractor-provided browser-based SaaS Solution.
 8. Seamless coverage across the entire Project Area
- B. Orthogonal (top-down) imagery
1. 3-band, RGB, natural color imagery collected simultaneously with the Oblique imagery
 2. Georectified to current ground surface within accuracies stated in Table 2.1
 3. Acquired for the resolution areas of interest and acquisition timeframes indicated in Table 1.1
 4. Which shall always be available in a version of ArcMap and ArcPro that is supported by Esri, independent of the Contractor-provided Extension and browser-based SaaS Solution.
 5. Provided as a tiled, seamless Orthomosaic across the entire Project Area
 6. Provide a 4th near infrared band, if optional deliverable is requested
- C. The Contractor shall provide services and resources to deliver both required Oblique/Nadir imagery and required Orthogonal, Orthorectified imagery, as well as optional Orthogonal, Orthorectified color infrared deliverable.

- D. Digital deliverables shall be delivered via portable media to allow the County to have a local network copy of all Oblique and Orthogonal imagery, and all supporting data and documentation.

2.6 PROJECT AREA and ACQUISITION and DELIVERY TIMEFRAMES

The Project Area is estimated at approximately 2,748 square miles, and includes all of King County and some border areas with Snohomish and Pierce Counties. The approximate square miles of each resolution requested is shown in Table 1.1.

The Contractor shall provide new imagery and other deliverables described in this SOW every other year, within the terms of the Contract. For example, if the Contract for services is awarded for six (6) years, then aerial flights would occur first in 2019 (as indicated in Table 1.1), followed by subsequent acquisitions in 2021 and 2023.

Table 1.1: Project Area, and Acquisition and Delivery Timeframes

Resolution	Approximate Square Miles	Description of Area	Acquisition Window	Online Access to draft preliminary imagery	When Final Deliverables are due
High Resolution (3 inch)	1,543.5	Western King County and Vashon Island, plus US Highway 2 (Skykomish area), and I-90 Alpentel area. Includes Puget Sound	Start April 15, inclusive, and complete no later than May 30, inclusive, unless permitted by the County	+30 continuous Days from capture	Late 3rd quarter
Low Resolution (9 inch)	1,204.5	All areas in eastern King County, outside the urban growth area, except for two high resolution outliers	Start August 1, inclusive, and complete no later than August 30, inclusive, unless permitted by the County	+30 continuous Days from capture	Late 4 th quarter
TOTAL	2,748				

A map showing the Project Area is found in Appendix A. Factors may require small (less than 15%) adjustments to the Project Area. Orthogonal and Oblique imagery, and related deliverables shall be collected/produced for the full extent of the Project Area as provided, with no additional buffer applied.

2.7 PROJECT MANAGEMENT

A. Site Visit

The County may visit the Contractor site to inspect work in progress and to verify that procedures and equipment are being used in compliance with the Contract specifications and requirements. The Contractor agrees to allow access to its production facilities for periodic visits by the County or its representatives or agents. These visits may be unannounced and/or may be made upon short notice.

B. Project Management

1. Contractor shall assign a Project Manager to the Project. Contractor represents and warrants that the Project Manager shall be fully qualified to perform the tasks required of that position under this RFP. The Project Manager shall be responsible for acting as Contractor authorized representative not inconsistent with the provisions herein. The Project Manager shall be able to make binding decisions and approve amendments on behalf of the Contractor.
2. The Contractor shall create a Project Plan utilizing Microsoft Project (or comparable software) including, but not limited to, tasks, deliverables, schedule, task dependencies, and identification of resource requirements, status reports and critical events. The Project Plan shall also include Baseline Start/Finish dates, Actual Start/Finish dates and Durations. The Project Plan shall not change as a result of time required by Contractor to correct defects unless otherwise agreed beforehand in writing by the County. A final, detailed Project Plan shall be delivered to the County as early as possible, but no later than when the Notice-To-Proceed is to be issued, or fourteen (14) Days before the scheduled start of acquisition, whichever comes first.
3. Updates to the Project Plan shall be provided weekly and otherwise as necessary throughout the Project to accurately reflect the status of activities, tasks, events and projected schedule. Unless otherwise specifically agreed to in writing, the County's agreement on a change to the Project Plan shall not relieve the Contractor of liability for liquidated damages and other damages arising from failures to perform its obligations.
4. Regular written status reports shall be provided to the County weekly via email. The status reports shall include at a minimum:
 - a. Key activities performed during the reporting period
 - b. Key activities planned for the reporting period that did not occur and why they did not occur
 - c. Key activities planned for the next report period, including any dependencies on County staff
 - d. Status on scope, schedule and budget

- e. Major risks and issues affecting the project and activities underway to mitigate risks and issues
 - f. Decisions made during the reporting period
 - g. Pending decisions yet to be made during the reporting period and activities underway to gain resolution
- C. Project Close-Out
- 1. The Contractor shall organize and return all remaining Project materials to the County, and meet to resolve any outstanding issues.
 - 2. The Contractor shall submit its final invoice(s) and deliver a brief summary of the Project.
 - 3. The County shall complete all final product reviews and process final payment to the Contractor.

2.8 ACQUISITION CYCLE DELIVERABLES

A. Camera Certification Report

A report detailing camera specifications and sensor calibration certification shall be provided to the County by the Contractor as early as possible, but no later than when the Notice-To-Proceed is to be issued, or fourteen (14) Days before the scheduled start of acquisition, whichever comes first.

B. FLIGHT PLANNING

- 1. The Contractor shall commit the equivalent of at least five (5) aircraft and cameras beginning on the scheduled start of acquisition. All aircraft and cameras will be fully and continuously deployed, unless safety and spacing issues prevent full deployment. These aircraft will remain on station, committed to this Project, unless, by amendment to this agreement of the Contractor and the County, this commitment is modified. All aircraft used will deploy the PentaView Camera System. The Contractor has estimated 45 Days of collection for the High Resolution area and 29 Days of collection for the Low Resolution area. If weather or other situations prevent or slow collection, the Contractor shall deploy additional assets to bring the acquisition rate back in line with these estimates. The Contractor shall not acquire imagery beyond the defined Acquisition Window in Table 1.1, unless permitted by the County in writing. The Contractor shall not reduce any commitment of assets until each resolution area is completed in its entirety, unless an exception is provided by the County in writing. .
 - a. The Contractor shall be responsible for applying for, and obtaining, any required permits for access, overflight, or intrusion into, restricted or otherwise limited ground access and/or airspace, which may be included in the requirements of this Contract. The Contractor should meet with or contact the FAA at SeaTac International Airport to review the flight plan no less than forty-five (45) Days prior to the scheduled start of imagery

acquisition. A report will be sent to the County no later than ten (10) continuous Days following the meeting or contact with the FAA.

2. Flight lines must run in a north/south direction, unless the Contractor and the County agree in writing to any modifications to this requirement. There shall be no breaks within individual flight lines, unless resolution boundaries are crossed. Where breaks within a flight line are necessary, the entire flight line composed of the resulting segments shall produce the same results as if the flight line had been continuous. Where breaks occur, each start or end of a flight line break shall hold sufficient coverage to ensure adequate, complete and gapless photogrammetric coverage, including any necessary parallax or collimation corrections to be applied in post processing.
3. Each exposure in the flight plan (including any re-flights) must be uniquely identified by flight line number and exposure number in a format mutually agreed upon in writing by the County and the Contractor.
4. The Contractor shall prepare a digital flight plan showing the planned flight lines that meet all specifications for flight line density, overlap, orientation, and infill areas, if any. The flight plan shall be delivered to the County in shapefile format no later than fourteen (14) Days prior to the scheduled start of imagery acquisition.
5. The Contractor shall make every attempt to minimize temporal displacement between flight lines. For any given exposure, Oblique and Orthogonal imagery shall be collected simultaneously from the same sensor platform.
6. The flight plan shall be adequate to acquire imagery over the entire Project Area as provided to the Contractor. There shall be no gaps within a resolution area or between resolution areas, as stated in the description of adequate, complete and gapless coverage above.
7. The Project Area is complete as provided, and requires no additional buffer to be applied by the Contractor.
8. Imagery for all water areas (i.e., Puget Sound, large lakes) within the Project Area shall be seamless and consistent across the extent of the water feature.

C. Survey and Ground Control

1. Contractor shall develop a survey control plan, under the direction of a licensed Professional Land Surveyor working for the Contractor that shall meet or exceed the accuracy requirements of the Project as defined in Table 2.1. The Contractor shall review control that exists within the Project area, and recommend the amount and distribution of horizontal and vertical ground control necessary to meet Table 2.1 requirements.
2. It is the Contractor's responsibility to verify both the existence and suitability of existing ground control. The Contractor shall then determine which of the existing control monuments can be utilized as ground control, select locations for

additional ground control that shall be needed (if any), and establish additional control points. The Contractor shall also determine the need for, and utilize post-flight, photo-identifiable ground control point(s) (GCP) if these are required to meet the specifications of the Project.

3. Survey control requiring premarks shall be provided by the Contractor in a shapefile or spreadsheet along with the flight plan data and delivered to the County no later than fourteen (14) Days prior to the scheduled start of imagery acquisition. If any GCP targets are set but not surveyed prior to the flight, or if any post-flight photo-identifiable points are used, the control report shall be updated with these additional control records. For photo-identifiable points the accompanying location description shall be sufficient to positively identify the designated point.

D. Re-Flights

1. The Contractor, at no additional cost to County, shall re-fly and re-acquire aerial data that County or the DAT Contractor finds unacceptable or otherwise not in compliance with the Project specifications and requirements. The re-flight must overlap the accepted imagery by at least two (2) photo frames.
2. Any re-flights must be clearly identified in the final report of airborne GPS centers.

E. Imagery Review

1. Within one (1) week of the completion of each Day of flying/acquisition, the Contractor is to process and quality check the imagery, and report the results to the County. This report is to be generated contemporaneously with acquisition of the imagery, and the format must be mutually agreed upon by the County and the Contractor.
1. The report shall include:
 - a. Names and contact information of individuals responsible for processing and review of the imagery;
 - b. Summary of the raw pixel GSD;
 - c. Equipment and procedures used in evaluating imagery, geometry and quality;
 - d. Description of re-flights needed, if any;
 - e. A shapefile showing the final airborne GPS photo centers or polygon shapefile of image footprint, with the date and time of each exposure.
 - f. Percent of acquisition completion.
 - g. Forensic forecast weather report, any causes for delay.
 - h. Ground conditions, such as snow, fog, haze, smoke.

F. Acceptance Criteria

1. All Project deliverables shall be evaluated by the Contractor, using the acceptance criteria defined in Appendix C. Deliverables shall not be delivered to the DAT Contractor by the Contractor for evaluation until the Contractor provides the County written confirmation that it has passed all its internal quality control and quality assessment procedures. Review status (acceptance/rejection) of deliverables shall be provided to the Contractor by the County in writing.

G. Providing Deliverables

1. All imagery and supporting deliverables shall be provided on Contractor-supplied portable media. FTP transfer may be used if agreed upon by the County in writing. The portable media shall be returned to the Contractor once the data is retrieved.

H. Reference Areas

1. The Project requires that the Contractor conduct limited reference tests using collected data with both Oblique and Orthogonal imagery to demonstrate the quality that shall be achieved throughout the Project Area.
2. Two (2) or three (3) test areas per resolution area - where suitable DEM data exists and the extent represents at least two (2) tiles and contains multiple images - shall be chosen by mutual agreement between Contractor, the DAT Contractor and the County.
3. In addition to meeting all acceptance criteria in Appendix C, the Contractor and the DAT Contractor the County shall review the test deliverables and jointly agree upon the overall visual quality – brightness, contrast, color saturation, etc. These samples shall become the Project visual quality control reference products. If quality control issues arise during final deliverable review, these reference products shall be used as the Project standard.

I. Mapping Accuracy Standards

All deliverables shall meet or exceed these horizontal and vertical accuracy standards.

1. Table 2.1 Mapping Accuracy Standards

Ortho Horizontal Accuracy Specifications (based on 2014 ASPRS Standards)					
Ortho Pixel Size (ft)- Resolution	Horizontal Accuracy Class RMSE _x , RMSE _y (ft)	Horizontal RMSE _r (ft)	Horizontal Accuracy at 95% CL (ft)	Recommended # of Horizontal Checkpoints	Maximum Seamline Mismatch (ft)
	(X)	(< 1.414*X)	(< 2.448*X)		(< 2*X)
0.25	0.50	0.707	1.224	75	1
0.75	2.00	2.828	4.896	65	4

AT Accuracy Specifications					
Ortho Pixel Size	Horizontal Accuracy Class	Vertical Accuracy Class	Non-Veg Vertical Absolute	AT Accuracy for Orthos and 2D Data	AT Accuracy for 3D Data

(ft) - Resolution	RMSE _x RMSE _y (ft)	RMSE _z (ft)	Accuracy for 3D Deliveries at 95% CL (ft)	RMSE _x , RMSE _y (ft)	RMSE _z (ft)	RMSE _x , RMSE _y (ft)	RMSE _z (ft)
		(Z)	(<1.96*Z)	(ft)	(ft)	(ft)	(ft)
0.25	0.50	0.50	0.98	0.25	0.50	0.25	0.25
0.75	2.00	2.00	3.92	1.00	2.00	1.00	1.00

J. Analytical Triangulation/Aerial Triangulation (AT)

1. Based on the geometry of the resolution area and the execution of the flight plan, the Contractor shall devise a logical and efficient block adjustment plan that shall be submitted to the County for review and approval.
2. The Contractor shall use the processed imagery, survey control, airborne GPS (photo center positions) and state-of-the-art software solutions to complete the AT task.
3. The Contractor must follow industry-standard AT procedures and utilize equipment that shall achieve the AT accuracy required to meet or exceed the accuracy standards stated Table 2.1.
4. A complete digital version of the AT result files, in industry-standard format, shall be provided by the Contractor for review and acceptance. Any preliminary AT results shall be reworked as necessary to reach acceptance on a final AT product.
5. A brief narrative report shall be provided by the Contractor describing the AT process and the results, as well as descriptions of equipment, procedures, and computer programs used. The report should list root-mean square error (RMSE) summaries, all control(s) used with an explanation of the control used in the AT, and specifically the incidence of errant, discarded, or anomalous network points, and the resolution of these issues.
6. Orthorectification shall not proceed until the AT is accepted as meeting all requirements necessary for production of high-quality, high-accuracy Orthorectified imagery.

K. DEM Update, Reporting and Acceptance

1. Selected, best existing DEM from previous projects and updates was provided to the Contractor for review, during the Proposal process. Besides updates performed as part of the County's 2015 imagery project, new lidar was collected for the majority of the High-Resolution area and some portions of the Low-Resolution area in 2016 and 2017. There will be some areas that may rely on older, lower-quality control, particularly portions of eastern King County. In addition, some areas slated for 3 inch resolution for this Project include areas from the 2015 project that were updated to support only 6 inch resolution rectification. All available DEM, in its entirety, shall be provided by the County to the Contractor at the beginning of the contract.

2. All existing DEM shall be reviewed, edited and updated by the Contractor. Sufficiently dense and accurate mass points, spot points and 3D break lines shall be edited and/or added to accurately represent the shape of the ground and to meet the required orthorectification accuracies standards defined in Table 2.1.
3. Bridges and other elevated structures must be accurately represented, undistorted and approximately true to their real position within the tolerances of required accuracies. However, the ground surface adjacent to the elevated structure shall hold a higher precedence.
4. All updates and modifications to the existing DEM shall be attributed or otherwise flagged in order to identify what features and areas have been updated.
5. The Contractor shall provide updated DEM as a deliverable in LAS/LAZ format for DEM points and in 3D shapefile (vertices populated with the elevation value) for additional break lines. Metadata should be created/updated, as necessary, to document the DEM and any updates.
6. Production of Orthorectified imagery shall not proceed until all DEM data has been delivered and accepted by the DAT Contractor review as sufficiently representing the shape of the ground and shall meet the required orthorectification accuracies.

L. Data Acceptance

1. When necessary, the Contractor may coordinate directly with the DAT Contractor in order to enhance communication and more efficiently resolve issues. The County must be, at minimum, included as a cc in all communications, including definition of any issues and any subsequent resolutions.
2. Acceptance Criteria: All Project deliverables shall be evaluated by the DAT Contractor, using the acceptance criteria defined in Appendix C. Deliverables shall not be delivered to the County by the Contractor for evaluation until the Contractor provides the County written confirmation that it has passed all its internal quality control and quality assessment procedures. Review status (acceptance/rejection) of deliverables shall be provided by the County in writing.
3. All parties shall agree on process and documentation for tracking and acceptance.
4. Conditionally approved or rejected data shall be returned to the Contractor for subsequent review and correction. The Contractor shall correct all identified errors, review the remaining data for errors, and report to the DAT Contractor all error corrections made, based on the review - within thirty (30) continuous Days. Performance controls and remedies for repeated DAT results shall be included in the Contract.

2.9 SaaS Image Viewer Solution

A. Current Technology Environment at King County

It is expected that the Solution shall comply with the following technology environment at King County:

Current Technology Environment at King County	
Supported server operating systems	Microsoft Windows Server 2012 R2 and 2016. 2016 preferred.
Supported database management systems	Microsoft SQL Server 2014 and 2016. 2016 preferred.
Supported desktop operating systems	Windows 10
Supported mobile operating systems	iOS 10.3.3 or later (e.g., iPad mobile applications)
Preferred server hardware vendors	Cisco, Hewlett-Packard
Supported productivity suites	Microsoft Office 2013 and 2016. 2016 preferred.
Private Cloud environment	Cisco UCS, NetApp
Virtualization environment	Hyper-V
Email	Microsoft Exchange Online
Antivirus	McAfee
Internet browser	Internet Explorer 11
Backup software	EMC Networker and Veeam
Other utility software (installed on servers)	• McAfee ePolicy Orchestrator and McAfee endpoint protection modules • Solarwinds ORION monitoring and alerting • Microsoft SCCM 2012 (ConfigMgr 1706) • Microsoft Operations Manager • HP Systems Insight Manager
Network protocol	TCP/IP
Data exchange	NIEM compliant

B. Configuration

1. The Contractor shall be responsible for configuring the Solution to meet the requirements of the Contract. The County staff shall be included in the configuration process to facilitate knowledge transfer.
2. The Contractor shall ensure that work is not performed on out-of-scope features, functions or tasks unless the County grants authorization in writing.
3. The Contractor shall provide documentation for Solution configurations, including Solution diagrams, integration diagrams and data schema documents. Documentation shall also include each configuration completed as specified in the requirements. All of which shall be delivered to the County in an electronic format. Solution configuration includes, but is not limited to:
 - a. Solution option implementation
 - b. Screen designed and implemented

- c. Dashboard designed and implemented
- d. Field and label designed and implemented
- e. APIs and all extension implementation
- f. Roles assigned and implemented
- g. Business rule and workflow design and implementation
- h. Event and notification features created and implemented
- i. Documentation/template creation and implementation
- j. Reports development and implementation

C. Interface Design

1. The Contractor shall provide a detailed interface design document for each interface. The County requires that interfaces and data exchanges be fully functional at Go-Live. The interface design documents shall include design information such as, but not limited to:
 - a. Summary of Solution configuration required for the interface
 - b. Metadata definition including the data fields and record layouts required by the interface
 - c. Communication method
 - d. Interface testing – the testing that shall be done to ensure the Interface is complete

D. Testing

The Contractor shall be responsible for developing an overall test plan that is acceptable to the County, including the following testing types:

1. Performance Testing– involves verifying that user typical actions take a “reasonable” amount of time.
2. Load Testing – done to identify peak load conditions.
3. User Acceptance Testing.

Testing shall demonstrate functionality that are stated in Attachment C that will meet the acceptance criteria in Appendix C.

- E. The test plan shall be tailored to the County’s configuration of the Solution, taking into account workflows, data, templates, reporting, and interfaces.
- F. The test plan shall be submitted to the County no later than thirty (30) continuous Days after the Contract effective date.
- G. The Contractor shall be responsible for execution of the test plan with the County’s input and acceptance.

1. Test plan shall include testing of all functionality listed in Attachment C, meeting the acceptance criteria in Appendix C, and includes performance and load testing.
- H. The County shall lead and perform User Acceptance Testing (UAT) after the Contractor completes its final system testing and confirms that the applicable deliverable meets all applicable specifications. UAT shall start after all components of the Solution have been completed in accordance with the County requirements and Contract.
- I. The County shall conduct a security/penetration test and may require participation by the Contractor to resolve issues found during the testing.
- J. The County shall conduct performance and load testing. Load testing is done to identify the peak load conditions at which the Solution fails. The Contractor shall resolve any issues that are found during the County's performance and load testing.

The Contractor and the County shall track defects found during testing.

K. Deployment/Go-Live

The Contractor shall provide the support staff needed for a successful Go-Live. The Contractor shall track the status of all Go-Live issues until the issue has been resolved and accepted by the County. The number of Days for Go-Live Support may be reduced based on the Go-Live status and mutual agreement between the County and Contractor.

It is expected that the Contractor's technical support staff shall be available by phone and email during normal business hours during Go-Live and post Go-Live.

L. Documentation and Training

1. Required Documentation

- a. End User: Detailed description of the purpose of every software component including options and step-by-step instructions on how the functionality is to be used
- b. Advanced User/Developer: Detailed explanation of interfaces, objects, object fields and methods, APIs, code or similar components needed by developers for the customization and integration of applications with the Oblique imagery technology.
- c. System Administration and Support Staff: Configuration instructions, architectural design, common problems and solutions of the Oblique imagery library and software, detailed instructions on how to configure the integration of the Oblique imagery with other products.

2. Required Training

- a. End User: Training should include, but not be limited to, an overview of products and detailed instructions on how to use them.

- b. Advanced User/Developer: Training should include, but not be limited to, advanced analysis tools, integration of imagery Solution with the ArcGIS environment, including programmatic customizations, etc.
- c. System Administration and Support Staff: Training should include, but not be limited to infrastructure design including hardware and software components that are required.

M. **System Support:**

The Contractor shall provide technical support for the delivered products for the duration of the Contract. Primary level of support shall be email and telephone support, with web-based support as an alternative, but not a substitute.

Exhibit B – Price

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Image Delivery	\$ 379,185	\$ 379,185	\$ 379,185	\$ 379,185	\$ 379,185	\$ 379,185	\$ 379,185	\$ 379,185	\$ 379,185	\$ 379,185	\$3,791,850
SaaS Deployment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hosting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total General Price	<u>\$379,185</u>	<u>\$379,185</u>	<u>\$379,185</u>	<u>\$379,185</u>	<u>\$379,185</u>	<u>\$379,185</u>	<u>\$379,185</u>	<u>\$379,185</u>	<u>\$379,185</u>	<u>\$379,185</u>	\$3,791,850

- Note: Acquisition years are Year 1, 3, 5, 7 and 9. Payment for each acquisition is split evenly between the acquisition year and the subsequent year.
- Note: The costs reflect the cost of the Project when the final deliverable false color orthogonal imagery is NOT optioned. If optioned for any given acquisition year, the Image Delivery cost would be \$ 426,806 for the acquisition year and \$ 426,806 for the subsequent year of the Initial Term, with the Totals adjusted accordingly. In the event false color orthogonal imagery is optioned after the Initial Term of six (6) years, the parties agree to mutually agree on the price for Image Delivery.
- The above payments shall constitute the full compensation due to the Contractor for the Work and all Services, including licenses, under the Contract. Contractor may send an invoice for such payment upon the County's written approval that all images have passed the quality assurance processes and the images are uploaded into SaaS and are ready for use.

SOFTWARE	SOFTWARE - Comments, Assumptions, and Definitions
Licenses (named user accounts) to access online imagery libraries: Up to 125	50 CONCURRENT SEAT/250 NAMED USER ACCOUNT INCLUDED FOR TWO YEARS AT \$0, RENEWED EVERY TWO YEARS AT NO COST WITH SUBSEQUENT IMAGING PROJECT. OTHERWISE, \$2,200 PER YEAR BEGINNING WITH THIRD YEAR.
Licenses (named user accounts) to access online imagery libraries: 126 to 250	100 CONCURRENT SEAT/500 NAMED USER ACCOUNT INCLUDED FOR TWO YEARS AT \$0, RENEWED EVERY TWO YEARS AT NO COST WITH SUBSEQUENT IMAGING PROJECT. OTHERWISE, \$3,300 PER YEAR BEGINNING WITH THIRD YEAR.

Exhibit B – Price

Licenses (named user accounts) to access online imagery libraries: Additional blocks of 50	250 CONCURRENT SEAT/1,000 NAMED USER ACCOUNT INCLUDED FOR TWO YEARS AT \$0, RENEWED EVERY TWO YEARS AT NO COST WITH SUBSEQUENT IMAGING PROJECT. OTHERWISE, \$6,750 PER YEAR BEGINNING WITH THIRD YEAR.
Support and Maintenance fees	INCLUDED

Exhibit 3 Service Level Agreement

To Contract # 6081864

I. SERVICES AVAILABILITY

Subject to the terms of the Contract, the Services will be available for SaaS, Storage, and Network Services by Contractor 99.99% of the time, 24x7x365 ("**Services Availability**"). Contractor will monitor the Services three hundred sixty-five (365) days per year, seven (7) days per week and twenty-four (24) hours per day.

Scheduled Downtime. Contractor shall provide at least seven (7) day advance notice to the County of any anticipated Scheduled Downtime Periods for routine system maintenance to the Services. "Scheduled Downtime" means any scheduled Services unavailability as communicated to the County, which may include without limitation scheduled maintenance, upgrades of hardware or software, or upgrades to increase storage capacity. Scheduled Downtime is not included in the calculation of availability of the Services described above. Scheduled downtime should not occur during business hours, as defined by each agency to meet its business needs. Business hours will generally refer to Monday – Friday, 5:30 a.m. - 5:30 p.m. Pacific Standard Time (PST), unless otherwise specified by the agency to support agencies that are 24/7/365 operations.

Outage. An Outage is defined as a period of time during which the Services fail to provide or perform its primary function to all or a large group of users, including being not available to King County, or it has been affected by a non-recoverable error, or the response time is so slow that it is not practical for the Services to be used. An Outage could also mean that Services contracted for between the Contractor and King County that are unavailable or not performing within acceptable performance thresholds as determined by the County.

An Outage is considered resolved at the time that Contractor has finished investigating the problem and the County has provided written acceptance that the Services are operational again.

The length of the Outage is determined and calculated on a per-occurrence basis, commencing upon the Contractor's initial awareness of an Outage and ending when the Service has been restored.

II. PROCESS FOR REPORTING AN OUTAGE

When the County believes that an Outage has occurred, County will make reasonable efforts to open a service request reporting such Outage to Contractor no later than the next business day after the County becomes aware that an Outage occurred, and the County will report the nature and time of the believed Outage to Contractor.

For the avoidance of any doubt, the County will be able to report its belief that an Outage may have occurred to Contractor twenty-four (24) hours per day, seven (7) days per week, three

hundred sixty-five (365) days per year via the Contractor contacts specified in the Contractor's Escalation Contact Information below.

III. BEGINNING OF MEASUREMENT

The Parties will begin to measure Services Availability upon "**County Use**" of the Services as deemed by the County. County Use will be defined as the general availability of the Services to the County.

IV. ASSIGNMENT OF SEVERITY LEVEL AND RESOLUTION PROCESS

For purposes of this Exhibit 5a, "**Severity Level**" will be defined as the service impact category assigned by the County to any significant loss of SaaS Services capability ("**Incident**") that is not within allowed maintenance window, Exclusions or Disclaimed Problems or is outside of County's Span of Control. Severity Levels shall be determined by the County and will be categorized from Severity Level 1 through Severity Level 4. The Parties will follow the procedures set forth below for Severity Level 1 through Severity Level 4 Incidents:

- a. County contacts Contractor using means of communication designated by Contractor;
- b. Contractor engages County in first level support response, requesting a status and information concerning the Incident;
- c. A support ticket is originated based on the initial Severity Level assessment– a ticket number is given to County contact;
- d. Preliminary troubleshooting and resolution are handled by a Contractor service specialist;
- e. Contractor applications analyst or applicable operations personnel are contacted (if necessary);
- f. If immediate resolution is not available, County contact is kept updated as problem investigation and resolution takes place. County contact can expect at least daily updates during normal Support hours for Severity 1 issues.
- g. If the Incident is a direct application issue, the Incident is escalated to Contractor's Application Engineering team; and
- h. Calls are returned to County within guidelines specified in table below, including updates as to current status.

Listed below are the Severity Levels and corresponding guidelines for the Services.

Severity Level	Guidelines for Incident Levels	Follow-Up With County
Severity Level 1	County will be deemed to have experienced a Severity Level 1 Incident if County experiences the following conditions caused by items within Contractor's span of control: An unplanned fifty percent (50%) to complete loss of SaaS Services capability attributable to the Services. An Incident will begin either when the loss of capability for the Services begins or when the situation becomes known to Contractor or is either automatically or manually reported to Contractor, whichever occurs earlier, and will continue until such time as the Services are restored as determined by the County.	Contractor will contact the County within fifteen (15) minutes of notification of a Severity Level 1 Incident by County. Thereafter, updates will be provided promptly after new information about the Incident is available. Once the Incident is resolved, it will be followed by a post-mortem report detailing issues that caused the Incident. This report will be issued within five (5) days of resolution.
Severity Level 2	County will be deemed to have experienced a Severity Level 2 Incident if County experiences the following conditions caused by items within Contractor's span of control: • An unplanned Incident causing a twenty-five percent (25%) to fifty percent (50%) loss of SaaS Services by the Services; or • Recent modifications to the system cause the Services to operate in a way that is materially different from those described in the either the Contract or in the Documentation.	Contractor will use commercially reasonable efforts to make first contact with County within fifteen (15) minutes of notification of a Severity Level 2 Incident by County. Thereafter, updates will be provided promptly, but no later than three (3) business days after new information about the Incident is available. Once the Incident is resolved, it will be followed by a post-mortem report detailing issues that caused the Incident. This report will be issued within six (6) days of resolution.
Severity Level 3	County will be deemed to have experienced a Severity Level 3 Incident if County experiences the following conditions due to items within Contractor's Span of Control: • An unplanned incident causing up to a twenty-five percent (25%) loss of SaaS Services by the Services; or • Recent modifications to the system cause the Services to operate in a way that is materially different from those described in the Contract or in the	Contractor will use commercially reasonable efforts to make first contact with County within fifteen (15) minutes of notification of a Severity Level 3 Incident by County. Thereafter, updates will be provided promptly after new information about the Incident is available. Once the Incident is resolved, it will be followed by a post-mortem

Severity Level	Guidelines for Incident Levels	Follow-Up With County
	Documentation for non-essential features.	report detailing issues that caused the Incident. This report will be issued within seven (7) days of resolution.
Severity Level 4	Severity Level 4 Incidents are issues that do not affect the operation of the Services and are comprised of "informational" messages (e.g. scheduled maintenance).	For Severity Level 4 Incidents, Contractor will use commercially reasonable efforts to make first contact with County seventy-two (72) hours prior to maintenance. Activity will be followed by a post-mortem report detailing the accomplishments.

V. EXCLUSIONS

Contractor's support obligations pursuant to this Exhibit 5a do not include training for County in the use, management or administration of the Services, the client implementation or any other products or services or management of County's day-to-day operational issues such as: (i) software and system configuration, (ii) monitoring and maintaining its hardware, network and third party software; and (iii) performing necessary backups.

In addition, Contractor shall not be obligated to fix any problem with the Services under any of the following circumstances:

- County has used the Services other than for the purposes allowed in this Contract;
- County has altered, damaged or modified the Services or incorporated it into other software, in a manner not approved by Contractor; or
- The problem was caused by County's or a third party's software or equipment other than as specified in this Contract or the Documentation.

The Parties may enter into a Contract Amendment authorizing Contractor to provide additional services at an agreed upon price.

VI. DISCLAIMED PROBLEMS

"Disclaimed Problems" shall mean any Service interruptions, degradation or problems that are the result of:

- Scheduled service maintenance, updating, alteration, or implementation of which County has been provided seven (7) calendar days of advance notification and has been approved by the County;
- The failure of power or equipment at the premises of County or End User

VII. ESCALATION CONTACT INFORMATION

County acknowledges and agrees that the 1st Level Escalation is always the first point of contact for reporting Incidents. The Contractor staff answering that line will escalate issues internally as appropriate.

Severity 3+ Notification/Escalation Contact Information

Contact Person	Contractor Contact Information
1st escalation contact:	Phone: (855) 337-1526 Email: customersupport@eagleview.com
2nd escalation contact: Dustin Walters	Phone: (541) 325-3781 Email: dustin.walters@eagleview.com
3rd escalation contact: Doug Tonnemacher	Phone: (515) 229-7016 Mobile: (515) 229-7016 Email: doug.tonnemacher@eagleview.com

Severity 1, 2 Notification/Escalation Contact Information

Contact Person	Contractor Contact Information
1st escalation contact:	Phone: (855) 337-1526 Email: customersupport@eagleview.com
2nd escalation contact: Dustin Walters	Phone: (541) 325-3781 Email: dustin.walters@eagleview.com
3rd escalation contact: Doug Tonnemacher	Phone: (515) 229-7016 Email: doug.tonnemacher@eagleview.com

VIII. REMEDY

This Performance Requirement and Service Level Agreement shall not preclude the County from declaring a material breach and seeking all available remedies by law or by Contract.



CERTIFICATE OF LIABILITY INSURANCE

6/20/2019

DATE (MM/DD/YYYY)

4/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:														
INSURED 1461450 EagleView Technology Corporation Eagle View Technologies, Inc. Pictometry International Corp. 3700 Monte Villa Parkway Bothell WA 98021	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Chubb Indemnity Insurance Company</td> <td>12777</td> </tr> <tr> <td>INSURER D: Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER E: Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Northern Insurance Company	20303	INSURER B: Federal Insurance Company	20281	INSURER C: Chubb Indemnity Insurance Company	12777	INSURER D: Columbia Casualty Company	31127	INSURER E: Old Republic Insurance Company	24147	INSURER F:	
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INSURER F:															

COVERAGES EAGTE01 **CERTIFICATE NUMBER:** 12539427 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	N	3589-3989	6/20/2018	6/20/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	N	N	9947-34-77	6/20/2018	6/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION S	N	N	7984-89-38	6/20/2018	6/20/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7175-05-10	6/20/2018	6/20/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Non-Owned Aircraft Liab.	N	N	AVC00416601 (NOAL)	6/20/2018	6/20/2019	\$10M per claim/\$10M per agg
D	Tech E&O/Cyber			596672378 (PL)	6/20/2018	6/20/2019	\$50K med. pmt ea person \$5M per claim/\$5M per agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Coverage: Unmanned Aircraft Liability (Drone); Policy Number: 9000973; Carrier: Global Aerospace, Inc.; Limits: \$10M per occ The County, its officers, officials, employees and agents are an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER
CANCELLATION See Attachment

12539427

 King County, Washington
 900 King County Administration Building
 500 Fourth Avenue
 Seattle WA 98104

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Authorized Subdivision Information:

Name: _____

Address: _____

Email: _____

Phone: _____

Pictometry Licensed Projects: _____

This Pictometry Authorized Subdivision Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation, with offices at 25 Methodist hill Drive, Rochester, New York 14623 ("Pictometry") and the Authorized Subdivision identified above ("**Authorized Subdivision**")

Whereas, Pictometry and King County, WA (the "County") entered into an agreement dated _____ (the "County Agreement") providing the County licensed access to and use of certain Pictometry products identified above ("Pictometry Licensed Products") and the County has requested that Pictometry authorize Authorized Subdivision to have access to and use of the Pictometry Licensed Products, pursuant to the County Agreement.

Now therefore, Pictometry and Authorized Subdivision hereby agree as follows:

1. This Agreement shall continue in effect until the earlier to occur of (a) expiration or termination of the County Agreement, (b) the County withdraws its authorization allowing Authorized Subdivision access to and use of the Pictometry Licensed Products (c) breach by the County of the County Agreement, or (d) breach of this Agreement by Authorized Subdivision;
2. Authorized Subdivision agrees to be bound by the terms and conditions set forth in the County Agreement, which is made part of this Agreement;
3. Authorized Subdivision is hereby authorized to access and use the Pictometry Licensed Products in accordance with the terms of this Agreement;
4. Pictometry shall have no obligations to provide the Pictometry Licensed Products to Authorized Subdivision;
5. Authorized Subdivision may not assign or otherwise transfer its rights or delegate its duties under this Agreement; and
6. All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid



certified or registered United States Mail, return receipt requested. Notice shall be deemed given when actually received or when delivered is refused.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Authorized Subdivision

Signature: _____
Name: _____
Title: _____
Date: _____

Pictometry International Corp.

Signature: _____
Name: _____
Title: _____
Date: _____

Certificate Of Completion

Envelope Id: 2AB72735FB3F466B8CF2350896E2D9C7

Status: Completed

Subject: Please DocuSign: Eagleview Contract Signature.pdf

Source Envelope:

Document Pages: 70

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Sylvia Sammons

AutoNav: Enabled

401 5th Ave

EnvelopeId Stamping: Enabled

Suite 600

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Seattle, WA 98104

SSammons@kingcounty.gov

IP Address: 146.129.164.200

Record Tracking

Status: Original

Holder: Sylvia Sammons

Location: DocuSign

4/16/2019 10:31:43 AM

SSammons@kingcounty.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: King County Metro

Location: DocuSign

Signer Events

Matt Quilter

matt.quilter@eagleview.com

EagleView Technology Corp.

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Matt Quilter
08850E109CEF40A

Signature Adoption: Pre-selected Style

Using IP Address: 174.216.17.184

Signed using mobile

Timestamp

Sent: 4/17/2019 1:48:49 PM

Viewed: 4/17/2019 3:22:22 PM

Signed: 4/17/2019 3:22:34 PM

Electronic Record and Signature Disclosure:

Accepted: 4/17/2019 3:22:22 PM

ID: c4ba8ec0-cdde-468d-b022-18a3d56a1704

Tanya Hannah

tanya.hannah@kingcounty.gov

Chief Information Officer

King County

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Tanya Hannah
020AF9FCB811460

Signature Adoption: Drawn on Device

Using IP Address: 67.171.24.40

Sent: 4/23/2019 3:26:55 PM

Viewed: 4/27/2019 8:49:25 PM

Signed: 4/27/2019 8:49:37 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Rhonda Mendel

Rhonda.Mendel@kingcounty.gov

Confidential Secretary

King County

Security Level: Email, Account Authentication
(None)

Sent: 4/23/2019 3:26:54 PM

Completed: 4/27/2019 8:49:40 PM

Freeform Signing

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Certified Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Eric Black eric.black@eagleview.com Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 204.90.84.6	Sent: 4/16/2019 2:09:39 PM Viewed: 4/16/2019 2:14:30 PM

Electronic Record and Signature Disclosure:
Accepted: 4/16/2019 2:14:30 PM
ID: c2d87070-4ca1-4d11-9d46-6106545229ff

Carbon Copy Events	Status	Timestamp
Brian R. Brockmann brian.brockmann@eagleview.com Corporate Vice President Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/17/2019 1:48:51 PM Viewed: 4/17/2019 3:04:45 PM

Electronic Record and Signature Disclosure:
Accepted: 4/16/2019 2:44:51 PM
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George Horning George.Horning@kingcounty.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/27/2019 8:49:39 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Anh Nguyen Anh.Nguyen@kingcounty.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/27/2019 8:49:40 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	4/27/2019 8:49:40 PM
Completed	Security Checked	4/27/2019 8:49:40 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO King County ITD (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO King County ITD:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bob.johnson@kingcounty.gov

To advise Carahsoft OBO King County ITD of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bob.johnson@kingcounty.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO King County ITD

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bob.johnson@kingcounty.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO King County ITD

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bob.johnson@kingcounty.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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****** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO King County ITD as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO King County ITD during the course of my relationship with you.



AGENDA ITEM SUMMARY

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

LP
9/12/22

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date:** September 12, 2022

REGULAR AGENDA ☒ **Meeting Date:** September 20, 2022

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 11331-21-PASD 2

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached Interagency Agreement is between Clallam County Health and Human Services and Port Angeles School District for provision of Transition Program Training for students who experience intellectual and developmental disabilities. The Agreement is effective September 1, 2022 to August 31, 2023 for a maximum consideration of \$55,200.

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

Funds are in the HHS budget.

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

Please approve and sign.

County Official signature & print name:  KEVIN LaPICO

Name of Employee/Stakeholder attending meeting: Kelley Lawrence

Relevant Departments: HHS

Date submitted: August 29, 2022

* 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)

INTERAGENCY AGREEMENT

Between

CLALLAM COUNTY

And

PORT ANGELES SCHOOL DISTRICT

This Agreement is entered into between Clallam County Department of Health and Human Services, hereinafter referred to as "**the County**" and Port Angeles School District hereinafter referred to as "**the District**" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Section 1. Purpose

Clallam County Department of Health and Human Services, through this Agreement will contract with Port Angeles School District to perform as described in **Attachment A**.

Section 2. Term

This Agreement shall commence on September 1, 2022 and will terminate on August 31, 2023.

Section 3. Scope of Work

The District agrees to participate in the services, identified on **Attachment A**.

- A. The District supports the County's Developmental Disabilities program goals and objectives.
- B. The County shall provide monthly progress reports from Vocational Provider Vendors as detailed in **Attachment A**.

Section 4. Compensation

The County shall be paid by the District for completed work under this Agreement as follows:

- A. Payment for Transition Services as outlined in **Attachment B** shall not exceed \$55,200.00 without an express written amendment signed by both parties to this agreement. In the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement, this contract may be renegotiated or terminated as provided herein.
- B. County shall bill and the District will pay for Transition Services for a maximum consideration of \$55,200.00.

- C. The Vocational Provider Vendors may submit invoices to the County for Transition services completed by August 31, 2023. The County will review such invoices, and upon reasonable approval thereof, payment will be made to the vendor in the amount approved. Payment will not be unreasonably withheld and the Vendor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective. Invoices for services will be submitted on a monthly basis, due by the 10th of the month following delivery of services.
- D. The County will make final payment of any balance due the Vendor promptly upon its ascertainment and verification after the completion of the services under this Agreement and its reasonable acceptance by the County. Payment will not be unreasonably withheld and the vendor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective.
- E. The County, District and Vendor records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
- F. Each invoice submitted by the Vendor to the County for Vendor provided services in fulfillment of this contract shall reflect the number of hours utilized in fulfilling the obligations of the Vendor under this contract and shall also include detailed expenses related to fulfillment of this contract as described in Attachment A, Section County, Item 7F.

Section 5. Compliance with Laws

The District, County and Vendor shall, in participating in the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.

Section 6. Indemnification

Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, and employees against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, and employees in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and

acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.

Section 7. Insurance

The District shall obtain and keep in force during the terms of the Agreement, or as otherwise required.

- A. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence.
- B. District shall provide proof of insurance to the County, in care of, Kelley Lawrence, Clallam County Coordinator for Developmental Disabilities 111 E 3rd Street · Port Angeles, WA 98362, prior to commencing services.
- C. The District shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.
- D. Each party certifies that it is self-insured, is a member of a risk pool, or maintains insurance of not less than \$1,000,000.00 of combined single limit coverage. The County shall pay for losses for which it is found liable. The District shall pay for losses for which it is found liable.

Section 8. Independence

The District and the County agree that all parties are independent with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither party shall be entitled to any benefits accorded employees by virtue of the services provided under this agreement. Neither party shall be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee of the other party's employees.

Section 9. Reporting

The Vocational Provider Vendor will provide a report to the County for payment for services provided. This report will be submitted with the appropriate invoice.

Section 10. Termination

A. Termination for Convenience

Either party may terminate this Agreement for convenience, including because of a change in available funding, by providing at least 30 days' advance written notice to the other party.

B. Termination for Default

In the event of a default by either party under this Agreement, the nondefaulting party may give written notice to the defaulting party that it intends to terminate this Agreement if the default is not cured within 30 days of the date of the notice or such longer period of time as may be reasonable under the circumstances. If the default is not cured within that time, the nondefaulting party may then notify the defaulting party in writing that this Agreement is terminated. In the event of such termination, the nondefaulting party shall have all rights and remedies available to it under general law.

C. General Termination Provision

Whenever this Agreement is terminated in accordance with this Section 11, the District shall be entitled to payment for training completed. An equitable adjustment in the contract price for partially completed items of training will be made, but such adjustment shall not include provision for loss of deleted or uncompleted training.

Section 11. Modification

This Agreement may be modified at any time by written agreement of all parties.

Section 12. Integrated Agreement

This Agreement together with Attachments or addenda represents the entire and integrated agreement between the County and the District and supersedes all prior negotiations, representations, or agreements written or oral, between the parties. This Agreement may be amended only by written instrument signed by both County and District.

Section 13. Notice

Whenever a notice is required or permitted to be given under this Agreement, it shall be provided as follows:

If to the County:

Clallam County Department of Health and Human Services
111 E. 3rd Street
Port Angeles, WA 98362
Attention: Kelley Lawrence, Clallam County Coordinator for Developmental Disabilities

If to the District:

Port Angeles School District
216 E 4th Street
Port Angeles, WA 98362
Attention: Dr. Rachel Summers, Interim Director of Special Services

Either party may change its address for notice by providing written notice to the other party.

Approved this _____ day of _____, 2022

BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

Mark Ozias, Chair

ATTEST:

Clerk of the Board

Approved this 25 day of August, 2022

Rachel Summers

Dr. Rachel Summers
Interim Director of Special Services
Port Angeles School District

Approved as to form only by:

Elizabeth Stanley
Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

ATTACHMENT "A"
(SCOPE OF WORK)

The County will provide Transition planning services that focus on providing vocational training and/or supported employment opportunities to eligible District students between the ages of eighteen and twenty-one, with a specific focus on the last two years of school.

Transition Services

District

The District will be responsible for the overall coordination of activities for eligible Port Angeles School District students including Individualized Education Programs (IEP's) and Transition Services. The District will be responsible to provide:

1. A list that identifies all students who should receive transition planning services.
 - A. Student has accessed the District's on and off campus and community vocational opportunities.
 - B. Student's DDD eligibility is confirmed.
 - C. Student is between the ages of 16-21, with a priority of those students in their final two years of high school.
 - D. Student and family have completed a Person Centered Plan (PCP) and/or has a clearly articulated Post School Outcome goal as noted on IEP.
 - E. Student has applied for services with the Division of Vocational Rehabilitation (DVR).
 - F. Through the IEP* process, the student and parent are presented the Transition Services option and Written Responsibilities/Commitment to the Program. **IEP potential team members may include the student, parent, CCDD Representative, DDD Case Manager, School IEP Case Manager, DVR Counselor, Vocational Teacher(s), Transition Specialist and/or LSS Administrator.*
 - G. A Transition Service Level Request for each student for the school year from September 1st until June 30th each year. A separate request will be initiated prior to June 30th each year for all students approved for extended school year services by their IEP Team.
2. Team Meeting and notification to the student's chosen vocational provider.
 - A. IEP Case Manager will assume continued responsibility for setting up meetings. **IEP team members may include those outlined above in section 1, item f, in addition to the identified vocational provider.*
 - B. IEP Case Manager will have available all vocational materials and data (PCP, FVE, student portfolio, current IEP, current reevaluation).
 - C. Ensure that a County-supported Vendor has been selected and student/family has selected the Vocational Provider they would like to work with.
 - D. Contractual services formally begin.
 - E. IEP Case Manager will document and notify County of extended school year approvals prior to June 30th of each contract year to assure funding for services during July and August of that school year.

3. Collaborative staff that will identify each student's Transition planning services needs in writing.
 - A. Including identified activities, steps for implementation, student/staff involved and projected timelines.
 - B. Discuss and determine roles of participants.

County

The County will be responsible for the coordination of selected Vocational Services from Vendors as indicated by the Port Angeles School District for eligible students. The County will be responsible to provide:

1. A point of contact for the District.
2. Training to the District staff on Clallam County Developmental Disabilities adult services.
3. Resource materials.
4. Vendor Selection services to student and family to assist in their informed choice of a Vocational Provider. These services include:
 - Orientation to Vendor Selection services and the available array of services and providers in Clallam County who are willing to work with the Port Angeles School District.
 - Planning assistance for interview process.
 - Logistical supports for interviews.
 - De-briefing supports.
 - Written notice is provided to student/family, Port Angeles School District, Clallam County Health & Human Services and Vocational Provider regarding the selection of the Vocational Provider.
5. Benefit Analysis services when requested.
6. Match Port Angeles School District funding with Clallam County Millage Funds
7. Qualified Vocational Providers who will:
 - A. Collaborate with District staff and keep them informed of activities, progress and timelines as outlined in the IEP;
 - B. Effectively communicate with the student's family and their case manager, informing them of activities, progress and timelines as outlined in the IEP;
 - C. Develop individualized vocational services plan when needed;
 - D. Develop individualized budget to implement the vocational services plan and submit to District Administrator and County staff;
 - E. Work closely with District staff for purposes of transportation needs. Qualified Vocational Providers may only transport students in the private vehicles of staff according to their contract agreement with the County; and

F. Provide monthly written progress reports according to County format to Clallam County Health & Human Services which include:

- 1.) Direct service hours to the student.
- 2.) Hours of service on behalf of the student including but not limited to scheduling transportation, name and date employer(s) contacted (initial and follow-up) and job development.
- 3.) Student's wages earned.
- 4.) Hours worked.
- 5.) Progress on work skills and behaviors as identified and outlined on IEP.

ATTACHMENT "B"
(COMPENSATION)

1. Supplemental Billing Procedures

- A. The County shall bill the District monthly for each authorized student. Transition planning services reimbursement rates are as follows:

Vendor Selection Services

- 1.) Clallam County will provide these services at no cost to the Port Angeles School District.

Employment Services

- 1.) Standard rates:

- Maximum of 20 hours per month of support provided to individual student.
- \$30.00 per hour of support provided to individual student; maximum of \$600.00/month per student.

- 2.) Individualized rates will be pre-authorized by the District in writing.

Benefit Analysis Services

- 1.) Standard Rate: \$35.00 per hour per student

Maximum of 2 hours. Additional hours pre-authorized by the District in writing.

- B. The County will provide student monthly written progress reports according to County specified format with each invoice.



AGENDA ITEM SUMMARY

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

7
9/12/22

Department: Clallam County Health and Human Services

WORK SESSION ☒ **Meeting Date:** September 12, 2022

REGULAR AGENDA ☒ **Meeting Date:** September 20, 2022

Required originals approved and attached? ☒

Will be provided on:

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #11301-22-OCH | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Health and Human Services has been awarded the Olympic Community of Health (OCH) Expanding the Olympic Community of Health Table grant in the amount of \$35,000.00 beginning July 24, 2022. This grant will be utilized to provide funding for a subcontract with Olympic Peninsula Community Clinic (OPCC) as a pilot to provide a WADOH credentialed Substance Use Disorder Professional (SUDP) to Clallam County Health and Human Services' Syringe Service Program (SSP) to initiate substance use treatment assessments and link participants with available treatment services.

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?** ☐

Budget forms attached.

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

Please approve and sign.

County Official signature & print name:

Jennifer Oppelt

Name of Employee/Stakeholder attending meeting: Jenny Oppelt

Relevant Departments: Health and Human Services

Date submitted: September 7, 2022

* 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)

11301-22-OCH
Revised: 3-04-2019



Services Contract

Grantee Legal Name: Clallam County Health & Human Services

Grant ID: Expanding the Table

Dear Board of County Commissioners:

It is my pleasure to inform you that Olympic Community of Health (hereinafter "OCH") has authorized a grant to Clallam County Health & Human Services ("Grantee") in the amount of \$35,000 (Thirty-Five Thousand Dollars) (the "Grant"), [payable in installments as set forth below,] subject to Grantee's acceptance of, compliance with or the making of, as the case may be, the terms, conditions, agreements, warranties, representations, and other provisions set forth in this agreement (this "Agreement").

The Grant shall be used for the purpose of meaningfully engaging with additional organizations and Tribes across the Olympic region on projects including tackling stigma of substance use disorder (SUD), addressing the health-serving workforce crisis, community-clinical linkages, addressing social determinants of health, and more. Projects will focus primarily on Medicaid beneficiaries.

Grantee and OCH acknowledge, agree, and consent to the following terms, conditions, agreements, warranties, representations, and other provisions, which either relate to or are attached to the Grant:

1. **Term.** The term of this Agreement will commence as of the date the last party executes this Agreement as set forth on the signature page hereto (the "Effective Date") and will expire three months after the completion of the final milestone or report described in Exhibit B, unless terminated earlier as provided herein (the "Term"). Notwithstanding the foregoing, Grantee shall adhere to the Grant spending timeline set forth in Exhibit A.
2. **Payment of Grant Funds.** Until the earliest of such time as the Grant has been paid in full, the end of the Term, or the termination of this Agreement pursuant to Section 7 of this Agreement, and provided Grantee is in full compliance with the terms of this Agreement, OCH shall pay Grantee the Grant in installment payments (each an "Installment Payment" and collectively, the "Installment Payments") in accordance with Exhibit B. Notwithstanding the foregoing, all Installment Payments pursuant to this Agreement will be contingent on Grantee's full compliance with the budget and milestones/deliverables set forth in Exhibits A and B, attached hereto and incorporated herein, in a manner satisfactory to OCH. OCH shall not be obligated to make any Installment Payment if OCH determines in its sole discretion that Grantee is not in full compliance with the terms

of this Agreement, including Exhibits A and B. If OCH does not make an Installment Payment because Grantee is not in full compliance with the terms of this Agreement, including, but not limited to, full compliance with Exhibits A and B, OCH shall not later be obligated to make such Installment Payment, even if Grantee subsequently cures such breach or becomes fully compliant with the Agreement, including, but not limited to, Exhibits A and B.

3. **Representations, Warranties, and Covenants.** Grantee makes the following representations, warranties, and covenants:

- a. **Generally.** Grantee is a governmental unit, duly formed, validly existing, and in good standing in the state of its formation or incorporation with all governmental power, authority, and permits necessary to carry on its activities, including the Purpose of the Grant. The execution and performance of this Agreement have been duly authorized by all necessary action on the part of Grantee.
- b. **Qualifying Grantee Status.** Grantee is currently, and at all times during the Term will be, a Qualifying Grantee. For purposes of this Agreement, a “Qualifying Grantee” is an organization which at all times meets the following criteria of the Internal Revenue Code of 1986 (as amended, including any corresponding provisions of predecessor or successor federal tax laws, “Code”):
 - (i) it is a charitable organization described in Code Section 501(c)(3), a governmental unit defined in Code Section 170(c)(1), or an integral part of or an instrumentality of a governmental unit defined in Code Section 170(c)(1);
 - (ii) it is not a “private foundation” within the meaning of Code Section 509(a);
 - (iii) it is not a Type III Supporting Organization within the meaning of Code Section 509(a)(3); and
 - (iv) it is an organization pursuant to which the acceptance of the provisions of this Agreement or of the Grant will not adversely affect Grantee’s status under subsections (i) – (iii) above.

Grantee is not aware of any threat or challenge to its status as a Qualifying Grantee. Furthermore, if Grantee is a publicly supported charity within the meaning of Code Section 170(b)(1)(A)(iv) or (vi) or Section 509(a)(2), Grantee represents that the Grant will not cause Grantee to lose its status as a publicly supported charity.

- c. **Grant Fund Restrictions.** The Purpose of the Grant is charitable, educational, and/or scientific as such purposes are generally defined by those authorities interpreting the provisions of Code Section 501(c)(3), and the Grant (and all income and gains earned thereon) will only be used for such charitable, educational, and/or scientific purposes and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law. Further, the Grant is not earmarked for influencing legislation within the meaning of Code Section 4945(e), and there has been no agreement, written or oral, to that effect between OCH and Grantee. Grantee agrees that the Grant (and all income or

gains earned thereon) shall be used solely for the Purpose and to complete the deliverables in Exhibit B, unless approved otherwise by prior written consent of OCH.

- d. **Lobbying Activity.** The parties acknowledge that OCH will not direct nor control Grantee's interactions with any government officials or employees. Grantee agrees that it will advise OCH if it or any of its agents engage in activity that could give rise to any disclosure of the Grant or OCH under federal, state, or local lobbying disclosure rules and/or campaign finance laws.
 - e. **Compliance with the Law.** Grantee complies with, and will continue to comply with, all applicable local, state, federal, and foreign laws, statutes, rules, and regulations, as amended from time to time.
 - f. **Restriction on Referral Fees.** Grantee will ensure that any contract that Grantee is a party to or that Grantee enters into in connection with this Grant will include prohibitions on the payment of referral fees, commissions or similar arrangements to any person or entity whatsoever.
 - g. **Subgrantees.** If budgeted for, Grantee may select subgrantees of its choice to assist Grantee in furtherance of the Purpose and as set forth in Exhibit A and B. Grantee confirms that OCH has not required either in writing or orally that Grantee select any specific subgrantee, and Grantee shall retain full discretion and control over the selection of subgrantees. Grantee is responsible for ensuring that all subgrantees use Grant funds solely in a manner that is consistent with this Agreement.
 - h. **Accurate Information.** All information relating to the Grant heretofore provided to OCH by Grantee or to be provided to OCH by Grantee during the Term has been, and for the duration of the Term (and for so long as any obligations pursuant to Sections 5 and 6 of this Agreement remain outstanding) will at all times continue to be true, accurate and complete in all material respects.
4. **Intellectual Property.** Grantee grants OCH a non-exclusive, non-commercial, perpetual, worldwide, transferable, royalty-free license (the "*License*") to:
- (i) any and all work product, source code, computer programs, applications, writings, other works of authorship, copyrights, inventions, designs, utility models, patents, trademarks, and trade secrets;
 - (ii) applications or derivatives of or related to any of the foregoing; and
 - (iii) any other intellectual property rights;

that (a) arise or result from Grantee's direct or indirect use of the Grant; or (b) are created by or for Grantee in furtherance of the Purpose (collectively, the "*Grant-Related Intellectual Property*"). The License includes at least the following rights: (i) to make or have made, use, import, or provide any service, product, method, or apparatus, covered by the Grant-Related Intellectual Property; (ii) to reproduce, prepare derivative works of, make

improvements to, perform, display, and distribute any work, process, or service, covered by the Grant-Related Intellectual Property; and (iii) a limited right to sublicense the Grant-Related Intellectual Property to third-parties either for use by any such third party solely to support OCH's non-commercial use of the Grant-Related Intellectual Property, or for non-commercial use by any such third party.

5. **Records.** Grantee will maintain and preserve, as applicable: (i) accurate and complete records of receipts and expenditures made from Grant funds and (ii) all back-up files, papers, software code, instructions, specifications, materials, and documentation relating to, comprising, constituting, and/or necessary for the use of the Grant-Related Intellectual Property during the period covered by Grantee's reporting obligations specified in Section 6 of this Agreement and for at least three (3) years thereafter. During the Term, and for three (3) years thereafter, upon the request of OCH, Grantee shall make such records available for inspection by OCH and its representatives during normal business hours, and Grantee shall cooperate and assist OCH with OCH's review of such records. In the event of termination of this Agreement, OCH may, in writing, request that Grantee provide OCH with such records or access to such records, and Grantee will provide all such materials to OCH or access to such materials within ten (10) business days of OCH's written request.

6. **Reporting and Information.**

- a. **IRS Information.** Grantee will immediately provide OCH with (i) a copy of Grantee's current, valid determination letter from the Internal Revenue Service recognizing Grantee's status as a Qualifying Grantee; and (ii) upon request by OCH, copies of Grantee's financial statements and Forms 990, as applicable, with respect to Grantee's fiscal years occurring during the Term.
- b. **Reporting.** Grantee will promptly provide OCH with the grant reports (each a "*Grant Report*" and collectively, the "*Grant Reports*") described in Exhibit B. Each Grant Report will utilize the applicable template provided by OCH and will include the following:
- (i) a confirmation that the Grant funds have been spent exclusively toward the Purpose/deliverables in accordance with the budget and scope of work and have not been used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, violate any applicable local, state, federal, or foreign law, or used to undertake any activities for a non-charitable purpose;
 - (ii) a full, detailed accounting of expenditures of Grant funds during the relevant period as delineated in Exhibit A;
 - (iii) a narrative of what was accomplished by the use of such funds during the reporting period (including a description of progress made in fulfilling the Purpose/deliverables of the Grant) as well as any supporting documentation; and
 - (iv) a confirmation of Grantee's compliance with the terms of this Agreement. Grantee shall also inform OCH of any material change in its

operating budget and expenses. Grantee also agrees to provide OCH with a copy of all materials developed or published using the Grant. Moreover, the Grant Reports shall include any other information requested by OCH reasonably in advance of the due date of the relevant Grant Report.

- c. **Unspent Funds.** If the Grant funds are not fully expended by Grantee in accordance with the Budget as set forth in Exhibit A, Grantee will disclose this in the Grant Reports, and OCH will make a determination about such funds upon receipt of such information, including whether Grantee shall be required to return unspent funds to OCH. Grantee may not reallocate any unspent funds and may not spend or retain unspent funds after the Budget end date without prior written approval from OCH.
- d. **Required Notifications.** Grantee will (i) immediately furnish OCH with any information concerning a threatened, proposed, or actual change in Grantee's status as a Qualifying Grantee, and (ii) provide OCH prompt written notice (1) if any of the events in Section 7 of this Agreement occurs, (2) of each and every event which, at the giving of notice or lapse of time, could reasonably be expected to constitute an event described in Section 7 of this Agreement, and (3) if any civil or criminal complaint, demand, claim, investigation, or adversarial proceeding is asserted or threatened against Grantee, any other entity engaged in the Purpose, or any of their respective employees, contractors, or subgrantees.

7. **Termination.** This Agreement may be terminated by OCH if any of the following has occurred, it being understood and agreed that the determination of whether any such condition or event has occurred will be made by OCH in its sole discretion:

- a. Any of the warranties or representations made by Grantee in this Agreement is or becomes untrue in any respect;
- b. Grantee uses any portion of the Grant for any purpose other than the Purpose without the prior written consent of OCH;
- c. The Internal Revenue Service makes a determination, preliminary or otherwise, that the Grant does not constitute a qualifying distribution by OCH within the meaning of Code Section 4942(g)(1)(A) or (B);
- d. Grantee, or any representative thereof, has materially misrepresented to OCH its activities or financial condition;
- e. Grantee fails to comply with any of the provisions of this Agreement including, but not limited to, the Budget and Milestones/Deliverables in Exhibits A and B, respectively;
- f. The Grant or its Purpose does not contribute to the accomplishment of Grantee's charitable mission as originally anticipated.

The effective date of OCH's termination of this Agreement (the "*Termination Effective Date*") shall be the earlier of (a) the date notice is given by OCH to Grantee of the termination, and (b) if so elected by OCH, the date on which the event triggering the right of termination occurred. The delay in, or failure of, OCH to exercise its right to terminate at any time shall not be a waiver of such right, either with respect to the cause giving rise

thereto or any other cause for termination, and the payment by OCH of any portion of the Grant after notice of an event giving rise to a right to terminate shall not be a waiver of the right to terminate or any rights of OCH upon termination, and in no event will such delay, failure or payment give rise to any argument for novation, ratification, estoppel, laches, or any other equitable or legal defense if OCH later elects to exercise its right of termination.

8. ***Payment Obligation; Return of Funds.*** In the event that OCH terminates this Agreement pursuant to the terms hereunder:
 - a. Any remaining payment obligation of OCH to Grantee shall be null and void as of the Termination Effective Date;
 - b. If OCH terminates this Agreement pursuant to any provision hereunder other than Section 7(a) or 7(e) of this Agreement, Grantee shall promptly return to OCH any amounts of the Grant previously paid to Grantee which have not yet been expended as of the Termination Effective Date or which were not used for the Purpose and/or deliverables provided in this Agreement. In the case of a termination pursuant to any such provision, Grant funds irrevocably committed to pay to a third party in furtherance of the Purpose under a non-cancellable agreement may be retained and paid to the third party in fulfillment of obligations under such agreement upon approval of OCH; however, such non-cancellable agreements should be avoided whenever reasonably possible; and
 - c. If OCH terminates this Agreement pursuant to either Section 7(a) or 7(e) of this Agreement, Grantee shall promptly return to OCH an amount equal to the amount of the Grant previously paid to Grantee.
9. ***Insurance.*** Grantee must provide insurance coverage as set out in this section. The intent of the required insurance is to protect OCH should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Grantee or grantee's subcontractor, or agents of either, while performing under the terms of this Agreement. Grantee must provide insurance coverage that is maintained in full force and effect during the term of this Agreement. The Grantee must provide proof of the following:
 - d. Commercial general liability insurance: Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1 million per occurrence/\$2 million general aggregate. Additionally, Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
 - e. Professional liability errors and omissions insurance: Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.
 - f. Business automobile liability insurance: In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned, hired, or non-owned by the Grantee, automobile liability insurance is required covering the risks

of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Agreement, Grantee must provide written notice of such to OCH within one (1) Business Day of Grantee's receipt of such notice. Failure to buy and maintain the required insurance may, at OCH's sole option, result in this Agreement's termination.

10. Indemnity; Liability. Grantee shall indemnify, defend and hold harmless OCH, and their officers, directors, founders, managers, employees, and agents and each of their affiliates (collectively, the "*Indemnified Parties*"), from and against, any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred or imposed upon the Indemnified Parties in connection with any claims, suits, actions, demands or judgments, arising out of or related to (a) any act or omission of Grantee, its employees or agents in applying for or accepting the Grant; (b) the expending of Grant funds furnished pursuant to this Agreement; or (c) the carrying out of any programs or projects funded by the Grant. OCH shall not be liable for any losses, damages, claims or other liabilities arising out of Grantee's activities. It is expressly understood that OCH, by making the Grant and entering into this Agreement, has no obligation to provide other or additional support to Grantee.

11. Grant Publicity. Grantee may include the name and logo of OCH in a general list of Grantee's supporters without prior permission, provided that Grantee treats OCH in the same manner that it treats its other similarly situated donors and supporters and provided further that Grantee complies with the terms of OCH's trademark usage guidelines as provided by OCH from time to time. Grantee may disclose the Grant as required by IRS requirements such as disclosure in Grantee's Form 990 and as otherwise required by law or regulation, provided that Grantee provides OCH with at least three (3) business days' advance notice of any such disclosure and agrees to cooperate with OCH to revise such disclosure as reasonably requested by OCH.

Except as otherwise set forth above, if Grantee desires to use the name or logo of the name of OCH, or link to OCH, directly or indirectly (*i.e.*, speaking events, press interviews, press release, professional or trade publication, website, advertisement, or other public document or announcement), Grantee shall obtain **prior written consent** from OCH for such use, reference, or link. Grantee shall seek such consent at least three (3) business days in advance of Grantee's proposed publicity, and shall provide the Grant ID, content to be approved, as well as the timing and outreach strategy. Grantee shall send all such information to admin@olympicch.org and shall designate a Grantee point of contact with email address and telephone number for such request and future requests.

Notwithstanding the foregoing, the parties recognize that this Section does not affect Grantee's rights to publish any materials or research funded with this Grant or to release public statements or information about activities or research funded with this Grant to the extent such materials, research, statements, or information do not mention the

Grant, this Agreement, and/or OCH.

- 12. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington, and shall be performable and enforceable in Jefferson County, Washington. The sole and exclusive jurisdiction for any dispute arising under or related to this Agreement shall be in the state district courts of Jefferson County, Washington, and Grantee irrevocably submits in advance to personal jurisdiction in the state superior courts of Jefferson County, Washington. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- 13. Entire Agreement.** This Agreement supersedes any prior oral or written understanding or communications between the parties or any representative thereof and constitutes the entire agreement of the parties with respect to the subject matter hereto. This Agreement may not be amended or modified, nor any of its provisions waived, except in a written document (which may include electronic mail) signed by an authorized representative of Grantee and OCH Grants Manager or other authorized representative. All exhibits hereto constitute part of this Agreement and are expressly incorporated herein.
- 14. Waiver.** Any waiver of any kind by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach. Either party's delay or omission in exercising any right, power, or remedy pursuant to a breach or default by the other party shall not impair any right, power, or remedy which that party may have.
- 15. Severability.** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, such provision shall be ineffective only to the extent of such illegality or unenforceability. The remainder of this Agreement shall remain in full force and effect, and the parties shall amend or otherwise modify this Agreement to replace the affected provision or portion thereof with an effective and valid provision that gives effect to the intent of the parties to the maximum extent possible.
- 16. Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors, assigns, heirs and legatees; *provided, however,* Grantee cannot assign, or otherwise transfer, its rights or delegate any of its obligations, without the prior written consent of OCH, which consent OCH may withhold, condition or delay in its sole discretion.
- 17. No Third Party Rights.** Except for the Indemnified Parties as set forth in Section 10 of this Agreement, it is the explicit intention of the parties that no person or entity other than the parties is or shall be entitled to bring any action to enforce any provision of this Agreement and that the covenants and agreements set forth herein shall be solely for the benefit of and enforceable only by the parties or their respective successors and assigns as permitted hereunder.
- 18. Remedies.** The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law or in equity.

Grantee acknowledges and agrees that there can be no adequate remedy at law for any breach by Grantee of this Agreement, that any such breach may result in irreparable harm to OCH for which monetary damages would be inadequate to compensate OCH, and that OCH shall have the right, in addition to any other rights available under applicable law, to obtain injunctive relief to restrain any breach or threatened breach of, or otherwise to specifically enforce, any covenant or obligation of Grantee under this Agreement, without the necessity of posting any bond or security.

19. Independent Parties. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto. Grantee acknowledges and agrees that it will conduct all activities funded by the Grant in its own name and that Grantee's employees and agents are not, and will not hold themselves out to be, agents or representatives of OCH for any purpose.

20. Survival. The provisions of Sections 4, 5, 6, 8, 9, and 10, 11 shall survive any expiration or termination of this Agreement, and each party shall remain obligated under any other provisions that expressly or by their nature survive any expiration or termination of this Agreement.

21. Multiple Counterparts. This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement.

22. Grantee and Grantor Contract Managers. Grantee's Contract Manager will have prime responsibility and final authority for the work performed provided under this Contract and be the principal point of contact for OCH Contract Manager for all business matters, performance matters, and administrative activities. OCH's Contract Manager is responsible for monitoring the Grantee's performance and will be the contact person for all communications regarding Contract performance and deliverables. OCH Contract Manager has the authority to reject any services that OCH Contract Manager reasonably determines do not comply with the terms of the Contract. The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

GRANTEE CONTRACT MANAGER INFORMATION

Name: Jennifer Oppelt

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

Phone: 360.417.2431

Email: jennifer.oppelt@clallamcountywa.gov

OCH CONTRACT MANAGER INFORMATION

Name: Miranda Burger

Title: Program Manager

Address: PO Box 641, Port Townsend, WA 98368

Phone: 360.633.9579

Email: miranda@olympicch.org

We look forward to our Grant assisting your organization in accomplishing its mission and charitable goals.

Sincerely,

Olympic Community of Health

By: _____

Name: Celeste Schoenthaler

Title: Executive Director

Date: _____

ACCEPTED AND AGREED: Clallam County

Health & Human Services

By: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT A
BUDGET**

1. Commencement Date [CHECK ONE]

☐ All Grant spending will commence on the Effective Date; **OR**

☒ OCH acknowledges that Grantee began work related to the Purpose on July 24, 2022. Accordingly, Grant funds may be used for costs that were incurred between July 24, 2022 and the Effective Date so long as the terms below were complied with.

2. Use of Grant Funds. The Grant will be used exclusively for and directly related to the Purpose/deliverables and in strict compliance with the terms of this Agreement. Grantee is not required to provide accounting or invoices to OCH.

EXHIBIT B
MILESTONES, REPORTING, AND PAYMENT SCHEDULE

Project Report Requirements

All milestones and reports will be completed by Grantee as soon as practicable and in no event later than the deadlines specified below, unless Grantee has received OCH's prior written consent to amend these deadlines. Project reports shall provide the following:

1. a narrative of what was accomplished by the use of such funds during the reporting period (including a description of progress made in fulfilling the Purpose of the Grant and deliverables completed) as well as any supporting documentation.
2. a confirmation that the Grant funds have been spent exclusively toward the purpose/deliverables in accordance with the budget and scope of work and have not been used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, violate any applicable local, state, federal, or foreign law, or used to undertake any activities for a non-charitable purpose;
3. a confirmation of Grantee's compliance with the terms of this Agreement. Grantee also agrees to provide OCH with a copy of all materials developed or published using the Grant. Moreover, the Grant Reports shall include any other information requested by OCH reasonably in advance of the due date of the relevant Grant Report.

Payment Schedule

Provided Grantee has timely submitted the relevant documentation (*e.g.*, Grant Report, analysis plan, etc.) evidencing its completion of the corresponding milestones, deliverables or reports as described above, and is otherwise in full compliance with the terms of this Agreement, including, but not limited to, Exhibits A and B, OCH shall pay Grantee the Grant in accordance with the table below.

Installment Payments	Amount	Expected Date
1.	\$17,500	2 weeks following the not yet scheduled site visit with OCH program staff (approx. September/October 2022).
2.	\$17,500	2 weeks following Grantee submission of a written progress report (approx. January 2023)
TOTAL: \$35,000		

EXHIBIT C

SCOPE OF WORK

1. **Join an action collaborative.** These cross-region workgroups launched in March of 2022 and are working to create action plans for the next four years of collaborative work. OCH staff will provide an orientation to catch new members up on work-to-date. Choose one or more groups from this schedule.

2. **Advance one, two, or three projects.** Choose from a menu of options and join partners across the region in tackling various collaborative health issues.

Option 1:	Reduce stigma of substance use disorder
Option 2:	Address the health-serving workforce crisis (projects can address recruitment, retention, engagement, and/or development)
Option 3:	Collaborate with at least one local organization or Tribe to enhance community-clinical linkages through care coordination or other strategies that address the social determinants of health.

Project Description from Grantee Application:

Clallam County Health and Human Services (CCHHS) would like to reduce the stigma of substance use by improving timely access to substance use treatment for participants of our Syringe Services Program (SSP) and enabling continuous support throughout the treatment journey. We have an existing contract with OPCC's REDisCOVERY program for establishing linkages to care for overdose survivors. We are in the process of expanding this contract to include placement of REDisCOVERY's SUDP in the SSP during operating hours. The SUDP is already employed by REDisCOVERY. The next step is securing funding to pay REDisCOVERY for the SUDP hours worked in the SSP. As soon as funding is secured and the contract is finalized, the SUDP will adjust their schedule to attend SSP during operating hours. Our SSP program has been referring clients to treatment services since it's inception, however we have historically been challenged by tracking the success of participants in accessing and completing treatment services. With an on-site SUDP we will be able to track both initiation and retention. In the first year we hope to see 25% of our SSP participants initiate treatment and 15% of our SSP participants complete treatment.

3. **Participate in a site visit.** In the Fall of 2022, connect in-person or via zoom with OCH staff to share about your progress-to-date.

4. **Written progress report.** In January of 2023, submit a written report to OCH outlining progress, successes, and challenges. (Template to be provided by OCH).

AUG 15 2022



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 8/11/22 Budget Hearing/Meeting Date: 9/27/22

- ☒ **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.	11301.511 ✓	Budget Name	HHS Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	36991.00.0010 ✓	Miscellaneous Revenue	35,000
Total				35,000 ✓

EXPENDITURES

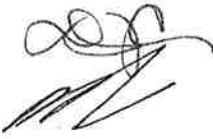
BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	56210.41.0020 ✓	Professional Services	35,000
Total				35,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding is received from the Olympic Community of Health for a pilot project to use the services of a Substance Use Disorder Professional at the Syringe Services Program to initiate substance use treatment assessments and link participants to treatment services.

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


89



AGENDA ITEM SUMMARY

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

8
9/12/22

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 09/12/22

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 | ☒ Discussion |

Documents exempt from public disclosure attached: ☐

Executive summary:

To recognize the importance of having a competitive stance in the law enforcement labor market in order to attract new patrol and corrections deputies, the Sheriff's Office would like to discuss hiring incentives for entry and lateral hires. The Sheriff's Office would also like to discuss a retention incentive to retain our current staff.

Budgetary impact:

To be discussed.

Recommended action:

The Sheriff's Office recommends approval by the Board to move forward with implementation of the incentives.

County Official signature & print name: W.L. Benedict Sheriff W.L. Benedict

Name of Employee/Stakeholder attending meeting: Sheriff Benedict, Chief Deputies King and Wenzl

Relevant Departments: Sheriff and Human Resources

Date submitted: 09/07/22

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



AGENDA ITEM SUMMARY

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

9
9/12/22
5b

Department: Public Works - ROADS

WORK SESSION ☒ **Meeting Date: 09/12/2022**

REGULAR AGENDA ☒ **Meeting Date: 09/13/2022**

Required originals approved and attached? ☒

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Rural Arterial Program Final Prospectus. This is an application for funding through the County Road Administration Board.

CRAB Requires the Governing Board Chairman to Sign the Prospectus Cover Sheet.

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?)

Please sign the Final Prospectus.

County Official signature & print name:

Joe Donisi

Handwritten signature of Joe Donisi in blue ink.

Name of Employee/Stakeholder attending meeting:

Joe Donisi

Relevant Departments:

Public Works- Roads

Date submitted: 09/07/2022

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

2020 RAP Final Prospectus for BOCC signatures.docx

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

Revised: 3-04-2019

STATE OF WASHINGTON - COUNTY ROAD ADMINISTRATION BOARD
RURAL ARTERIAL PROGRAM
FINAL PROSPECTUS

Biennium: 2023 - 2025
Region: NW County: Clallam

IDENTIFICATION

State Legislative District:	24	Six-Year T.I.P. Priority No:	115	Total Points:	72.48
Road Number(s)	Road Name(s)	FFC(s)	TRC(s)	BMP(s)	EMP(s)
93110	Edgewood Drive	00	T4	0.870	2.380

PROJECT TYPE

Project Type: 3R - Rehabilitate, Resurface, Restore

DESCRIPTION OF PROPOSED IMPROVEMENTS - Attach Rating Worksheets

Roadway Structural Section, or Bridge Condition:

Describe structural deficiencies and proposed improvements in keeping with the attached roadway cross section. (Proposed structural section details may change based on final design.)

Subgrade will need to be constructed for long term stability. The roadway is currently Bituminous Surface Treatment. An HMA overlay will provide greater structural capacity

Horizontal Alignment:

The resurfaced roadway will have only minor changes to the horizontal alignment.

Vertical Alignment:

The resurfaced roadway will have only minor changes to the Vertical alignment.

Width:

Widen the road from existing width of 28 feet to at least 34 feet.

Other: Clear Zone, Slopes, Guardrail, Illumination, signals etc.:

Left Turn lanes will be evaluated at the intersection of Lower Elwha Road.

ESTIMATED FUNDING AND TIMING

Phase	Est Total Cost	RATA Amount	Estimated Year	
			Start	End
Design/Prelim. Engr.	\$150,000	\$115,000	Feb-25	Dec-25
Right of Way	\$300,000	\$250,000	Aug-25	Mar-26
Construction	\$2,791,000	\$2,035,000	Jul-26	Dec-26
TOTAL	\$3,241,000	\$2,400,000	Schedule of CRAB reimbursements for Construction will be or dependent on Project	

SPECIAL CONSIDERATIONS THAT MAY AFFECT PROJECT SCHEDULE:

☐ Wetlands ☐ NMFS ☐ R.O.W. ☐ Shorelines ☐ USFWS ☐ BIA ☐ HPA ☐ RR ☐ USACE
☐ WDFW ☐ Cultural (Hist. Arch. Paleo.) ☐ Tied (Other agency work) ☐ Other

LOCAL PROJECT APPROVAL

RAP Project Prospectus prepared under the supervision of:

 9-7-22
Signature - County Engineer / Date

RAP Project Prospectus submitted to CRAB with the approval of:

Signature of Chair of the Board of County Commissioners or County Executive / Date

STATE OF WASHINGTON - COUNTY ROAD ADMINISTRATION BOARD
RURAL ARTERIAL PROGRAM
FINAL PROSPECTUS

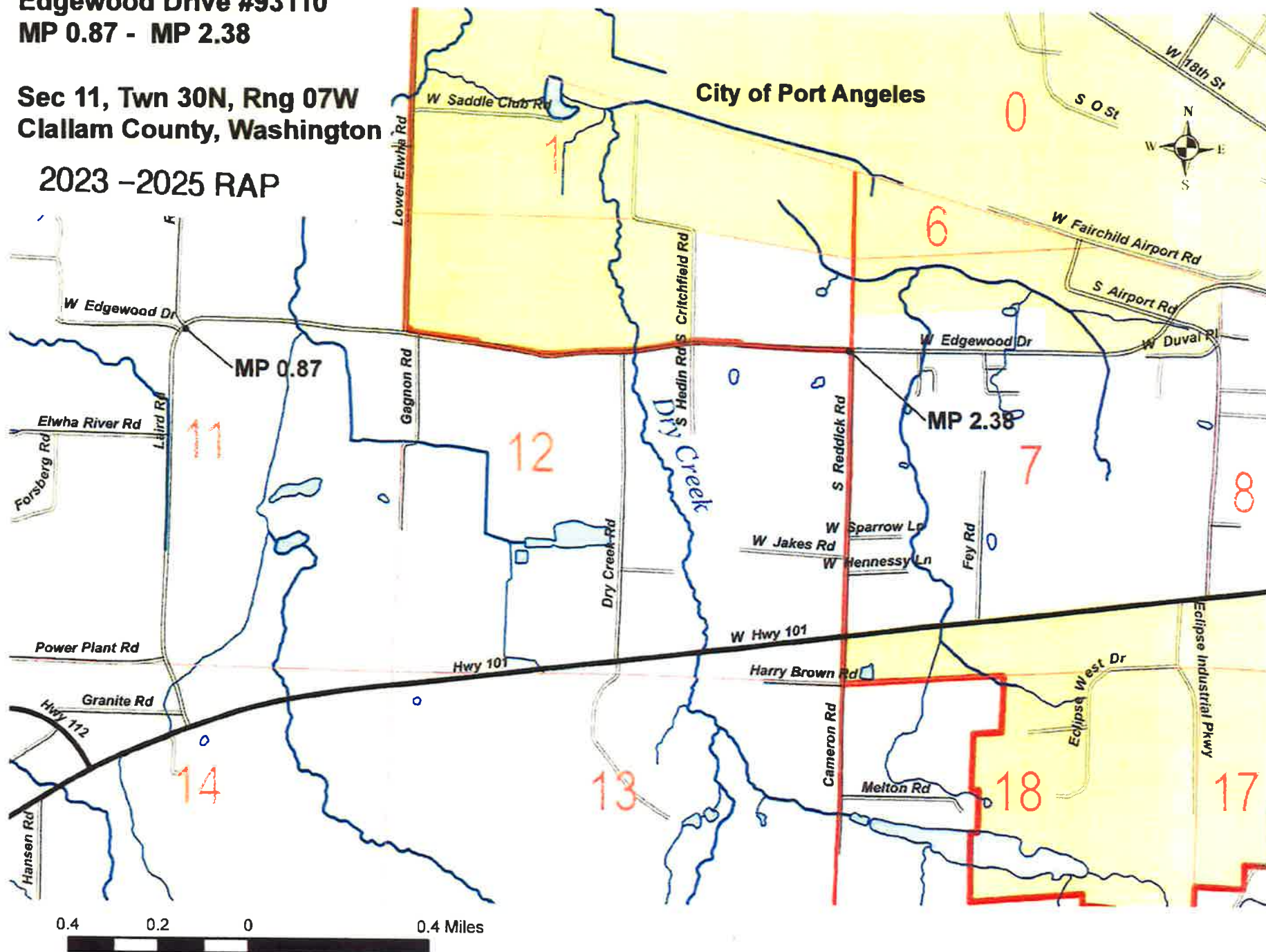
Biennium: 2023 - 2025

Region: NW **County:** Clallam

PROJECT NARRATIVE

Edgewood Drive #93110 - From the vicinity of Rife Road to Reddick Road. Edgewood Drive is a primary East-West route on the western limits of Port Angeles serving as the only alternate route to US101 in the area. The Route is heavily used. Improving this portion of Edgewood Drive will compliment the ongoing and planned improvements to Dry Creek Road and Laird Road, which both connect directly with Edgewood. Primary work will be to 1) Widen the road from existing width of 28 feet to at least 34 feet. 2) Straighten horizontal alignment somewhat to remove some undesirable curvature in the road. 3) Add turn lane(s) at Lower Elwha Road and Dry Creek Road as necessary. The improvements planned will provide for a safer driving corridor for the growing western Port Angeles Vicinity.

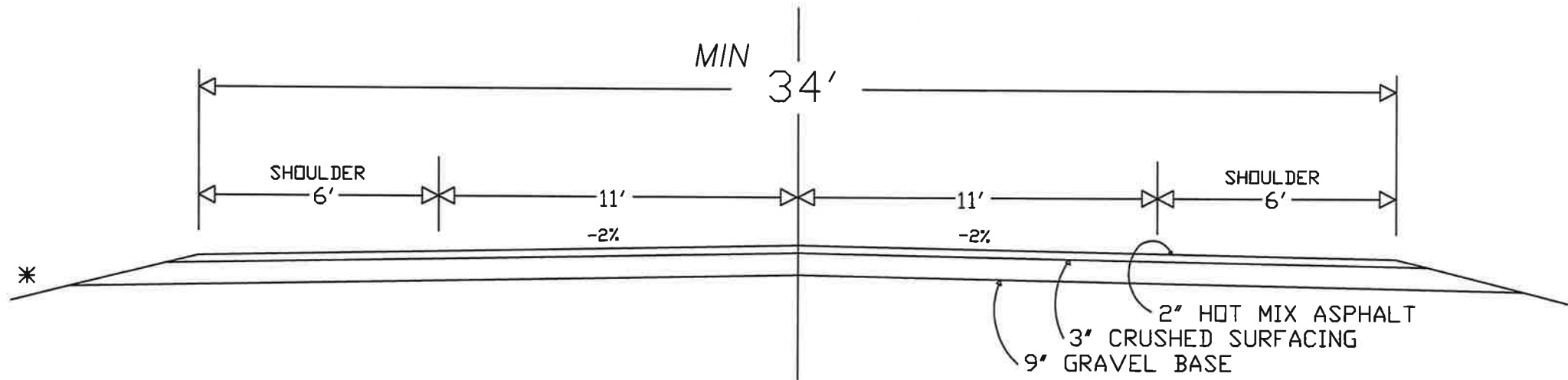
2023 -2025 RAP



STANDARD CROSS SECTION

C/L

HOT MIX ASPHALT



* 4:1 OR FLATTER UNLESS PROTECTED BY GUARDRAIL

** TYPICALY 1:1 OR FLATTER

CLALLAM COUNTY

EDGEWOOD DRIVE #93310

MP 0.87 TO 2.38

2023 - 2025 RAP SUBMITTAL

NO SCALE



AGENDA ITEM SUMMARY

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

10
9/12/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 9-12-22

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:

Commissioner Johnson has requested a Housing Solutions Committee discussion regarding Doglio Consulting Services.

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 and next steps.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 9-6-22

* 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)

To: Commissioner Randy Johnson and Christy Smith
 From: Paul Knox and Beth Doglio
 Re: Clallam Housing Solutions group facilitation proposal
 August 10, 2022

Overview

Our proposal goals are to provide project management, facilitation, and policy support to the Clallam Housing Solutions Committee (CHSC) through November 2022. Our suggested objectives include:

- Engage Committee members via surveys and interviews to gather their insights about housing needs and priorities – based on Clallam BoCC mission/objectives for CHSC.
- Facilitate two group meetings and a retreat that provide team building and develop strategic focus, action priorities and structure.
- Assist, advise and support the transition process for the newly hired county housing director.

Below is our proposal action timeline for your thoughts and comment. Developing this proposal led us to questions regarding decision-making expectations, meeting timeline and related questions. We suggest meeting to discuss follow up on if these meet your goals.

Activity	August – September	October	November - Dec
Committee Engagement and Planning	• Develop and conduct survey to gauge priorities, information needs, structure, and process insights • Follow up with interviews/small group meetings • Plan and facilitate Sept meeting ○ Initial discussion of group structure options ○ Learning session TBD	• Plan and facilitate October meeting ○ Review/discuss survey results ○ Establish structure: steering team, sub committees, etc. ○ Prepare members for the retreat	• Facilitate 2 in-person retreats - Parts 1 & 2 ○ 2 hours each • Desired outcomes: ○ Clarify strategic focus and priorities ○ Set timeline of activities and work process ○ Sub-team breakouts ○ Prepare state advocacy agenda and plan ○ Social time following
Research best practices and options for this work	• Research models of how other communities are organized • County/cities collaboration options • Develop draft options for structure and organizing work clusters per CHSC objectives	• Prepare meeting materials and summary presentations	• Prepare meeting materials and summary presentations • Consult and support housing director in their transition

Proposal Cost

- Cost will be up to \$_____ with semi-monthly invoices and progress reports



AGENDA ITEM SUMMARY

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

11
9/12/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 9-12-22

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Kimberly Williams - Clallam Conservation District will provide an update on Accomplishments from July 1, 2021 – June 30, 2022 and work to come.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Kimberly Williams – Clallam Conservation District

Relevant Departments: Board of Commissioners

Date submitted: 9-1-22

* 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 Conservation District



July 1, 2021 – June 30, 2022

**Accomplishments &
Work to Come**

Board of Supervisors

Christy Cox, Chair
Ben Smith, Vice-Chair
Lori DeLorm, Auditor
Nicole Rasmussen
Mid-term elected vacancy

Associate Supervisors

Susannah Spock

Staff

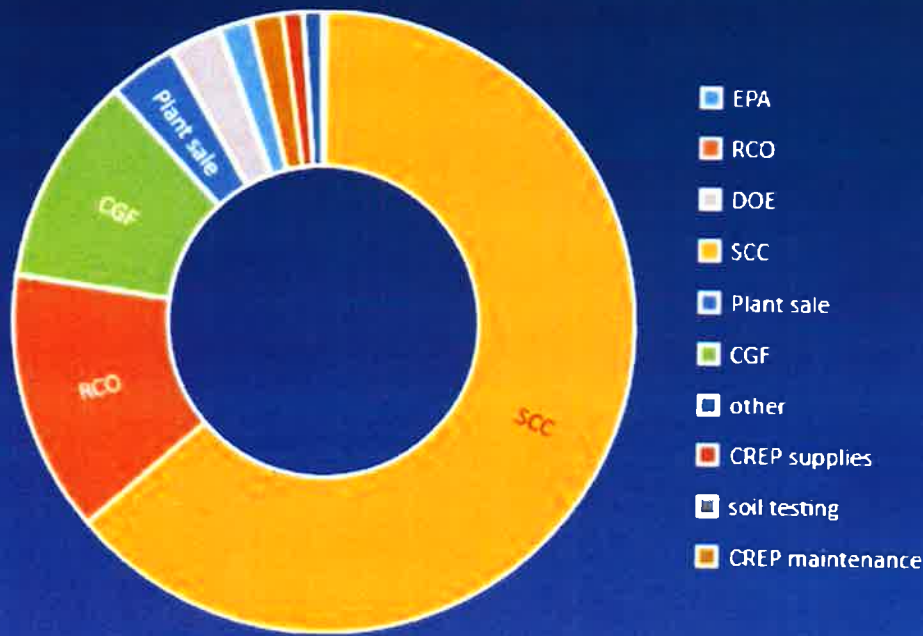
Kim Williams, District Manager
Meghan Adamire, Conservation Planner
Jen Bond, Conservation Planner
Judy Minnoch, Bookkeeper/Administrative Assistant
Coming soon.....Salmon Riparian Field Technician

Finances July 1, 2021 – June 30, 2022

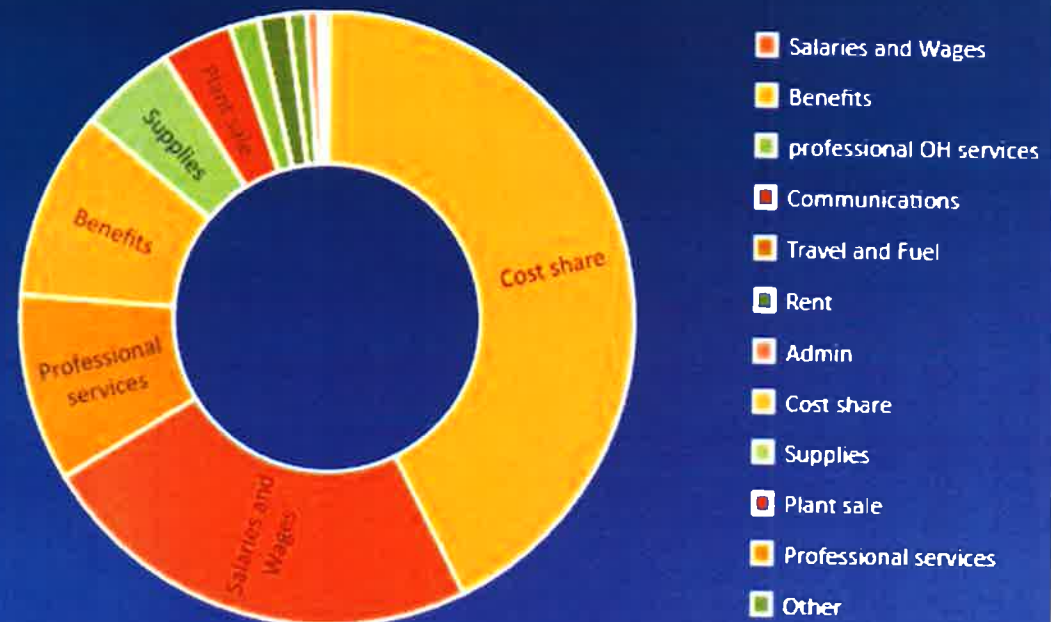
Total Revenue \$1,143,755.84
Total Expenditures \$936,371.19
over 82% grant funded

Cost Share over \$400,000= 35% of total budget

Revenue



Expenditures



Conservation Objectives

5-Year Long-Range Plan

Sustainable, Clean Water

- Reduce Water Use
- Improve and Protect Water Quality
- Reduce Stormwater and Flooding Impacts

Protect and Restore Habitat

- Enhance and Restore Fish and Wildlife Habitat

Healthy Soil and Sustainable Farms

- Conserve Farmland
- Conserve Forestland

Outreach and Education

- Instill a Conservation Ethic
- Keep Key Decision-Makers Informed

District Operations

- Secure Adequate Funding
- Employ Qualified Staff
- Maintain Effective and Efficient Operations
- Collaborate with Other Organizations

Irrigation Projects

Current projects

- Agnew Irrigation District - Barr Road
- Sequim Prairie Tri Irrigation Association – Independent Eureka Phase I.
- Received 1.5 M waterSMART grant
 - Eureka/ Independent ditch piping, Phase II
 - SPTIA main DID split to Priest rd. ditch piping
 - SPTIA main line Priest to 5th Ave. ditch piping
 - SPTIA/DID diversion

Farm irrigation technical assistance

- 7 soil moisture monitoring stations installed (to date) to provide farmers with site specific irrigation guidance.



Soil moisture
monitoring
equipment

Irrigation Project

Highlight: Finn Hall Farm

- Agricultural activities are protected on Finn Hall Farm through a conservation easement with the North Olympic Land Trust.
- The family farm leasing the property worked with CCD & NRCS to leverage funding for conservation improvements, including:
 - Upgrading a leaky irrigation system.
 - Install stock watering tanks for rotational grazing.
 - Fencing cattle out of Agnew Creek to protect water quality.



Water Conservation Projects

Regional Climate Change planning with the NODC has identified urgent actionable goals for Clallam County:

- Water storage, (man made or natural)
- Water conservation and water quality

Promoted rainwater harvesting and raingardens countywide.

Dungeness Well Metering Pilot Project

- 37 new meters distributed, 19 installed

Assisted WSU with 1 AgWeatherNet Stations in west Port Angeles, and locating sites for 3 other future west Clallam County stations.



AgWeatherNet station near Lincoln Park

Dungeness Off-Channel Reservoir

Interlocal agreement signed to support funding for the reservoir. \$250,000 Irrigation Efficiencies grant funding to support engineering, design and cultural resources work to help advance to 60% design.

Approved two letters of support for the county:

- a) Reservoir funding
- b) Water SMART proposal

Continue to improve and support inlet and outlet piping infrastructure to prepare for reservoir construction.



Farm & Livestock Assistance

Technical assistance provided countywide to 60 farms with horses and/or livestock.

Three conservation plans developed

- Four farms had DOE/Clallam County referrals

Site visits to 32 farms for site-specific assistance.

Eight practices installed on seven farms.

- 1 Waste storage structure
- 4 Heavy use areas
- 1 Irrigation pipeline & equipment upgrade
- 1 Alternative livestock watering system
- 1 Winter management/use exclusion

Manure Share Program – On-going



Farm Project Highlight:

Dungeness Valley Farm

Through a partnership with CCD and NRCS, Dungeness Valley Creamery received technical and financial assistance to implement the following conservation practices:

- Decommission the old belowground manure lagoon.
- Install an above ground manure holding tank.
- Develop a rotational grazing system.
- Reduce water use by improving their irrigation system.



Pollution Identification & Correction

Partnered with Clallam County Environmental Health & Clean Water Workgroup to implement PIC Program.

Two referrals for onsite septic system failures.

Three properties referred to CCD for technical assistance.

- One parcel included massive clean up of solid waste - junk vehicles.

One farm conservation plan developed for a high priority farm.

Ongoing coordination with CCD & partners to identify pollution sources.



Onsite Septic System Cost-Share

2 referrals for failing onsite septic systems located within PIC project areas (Meadowbrook Slough & Golden Sands Slough).

- OSS designs have been completed, bids obtained, project installation planned for Fall 2022.

19 failing septic systems have been repaired since 2014, totaling \$341,143.90 in cost-share assistance.



Soil Testing Program

Assist landowners with technical assistance to aid in proper nutrient management.

- Soil probes are loaned out to facilitate easier collection of soil.



105 soil tests submitted by 63 land managers.

Education on the importance of soil testing to prevent over application of fertilizers and increase plant productivity.

- Master Gardener Digging Deeper webinar – 42 participants
- Soil Testing for Farms webinar – 17 participants

River's Edge Revegetation

Received a two-year \$62,000 WA Conservation Commission grant to assist JSKT with riparian plantings on the Dungeness River's Edge site.

- Assist with project management including design of a planting plan, species selection, and planting and maintenance oversight.
- 2022 - Purchased 7,500 plants and plant protectors to installed on 13.2 acres totaling 0.32 miles of riverbank.
- Coordinated six volunteer planting events and two volunteer mulching events.

2023 – Planting of 15,000 plants and many more volunteer events.



Habitat Restoration Partnership

Continued to strengthen our partnership with LEKT by recruiting volunteers to help with restoration needs.

- Two planting events on Little River – 735 trees planted with the help of 14 volunteers.
- One planting event on Ediz Hook – 1,700 beach grass plants installed by 28 volunteers.
- Installation and removal of smolt traps on Deep Creek, West Twin River, Salt Creek and Tumwater Creek with the assistance of 24 volunteers.
- Indian Creek Clean-Up and Orca Recovery Week volunteer and educational events.



CREP - Conservation Reserve Enhancement Program

Partnership with USDA Farm Service Agency to install riparian buffers on agricultural lands.

- 100% of installation costs are covered, plus annual rental rate paid.
- 5-years of maintenance costs covered by WA Conservation Commission.

New CREP buffer installed on Quileute Tribe land

- 180 foot wide buffer installed along 1,690 feet of the Quillayute River totaling 6.98 acres.
- Assistance from 10,000 Years Institute with installation of buffer.



Assisted 10 landowners with maintenance of 4.67 miles of CREP riparian buffer on:

- Elwha River, Indian Ck, Lotzgesell Ck, Matriotti Ck, Nelson Ck, Pysht River, Tumwater Ck

Fish Passage Projects

Partnered with Wild Salmon Center to remove 1 forest road fish passage barrier on Cedar Creek.

Technical assistance to 2 landowners to submit Family Forest Fish Passage Program (FFFPP) applications.

Landowner outreach to assist Quileute Tribe with performing habitat surveys to prioritize funding for 12 fish passage barriers.



Barrier on private land on Cedar Creek
(near Bear Creek Road).

Sitkum Watershed

USFS 2900 Road Improvements

Aug. 2021 – 2 failing culverts replaced

- MP 15.9 (funded through CCD SRFB grant)
- MP 18.3 (funded by USFS, designs by CCD SRFB grant)

June 2022 – Designs completed for 3 failing culverts

- MP 9.9, 10.6, 11.5

Ongoing – work with partners to seek funding for:

- Implementation of culverts at MP 9.6, 11.5 and 16.1
 - MP 10.6 failed during November 2021 flooding. USFS has emergency funding for construction.



Indian Creek Clean-Up

Partnership with LEKT Tribe, Lake Sutherland Community members, WDFW and Clallam County.

82 volunteers assisted in two clean-up events to remove **10,480 pounds** of trash from the mouth of Indian Creek.

64 people participated in an educational webinar on the health of Indian Creek and Lake Sutherland.



Farmland Conservation

Continue to support efforts to purchase development rights on Prime Farmland.

- Technical assistance to NOLT
- Participating in the Conservation Futures
- Farmland Funding Program
- Collaboration with Clallam AgWorks

Continue support for small acreage food production.

- Coordination with WSU Extension and NOLT to offer partnered workshops.



Forestland Assistance

Promote and assist with forest stewardship planning.

- Promotion of NRCS, DNR and WSU Extension programs.

Continue to offer bulk discounts for purchase of native deciduous and conifer trees to encourage reforestation.

Promote wildfire prevention efforts.

- Continued education and outreach through newsletter and Facebook.



Controlling Noxious Weeds

Education

- 9 weekly noxious weed alert posts on Facebook
- 4 noxious weed alert newsletter articles
- Poisonous/noxious Weed ID workshop for farms – 18 participants

Assisted Clallam County Noxious Weed Board with coordination of volunteers for:

- Replacing noxious weeds with native pollinator species on sites at Deer Park and the Olympic Discovery Trail.
- Watering native plantings during the dry summer months.



WCC crew controlling poison hemlock on a riparian planting.



Native planting along Deer Park Road

Outreach & Education

Community & Schools

Booth at Forever Streamfest and Clallam County Fair.

Participated in school riparian plantings.

- Sequim Middle School 7th grade career day at Rivers Edge – 40 students
- Quileute Tribal School 9th – 12th graders on the Quillayute River – 44 students

Donated native plants to Port Angeles High School Environmental Science Club.



Outreach & Education

Horse & Livestock Owner

Events to showcase farm best management practices to protect water quality and conserve resources.

Six farm tours

- Robin Hill Farm Park - 12 attendees
- Donkey care facility – 22
- Beef/dairy farm – 15
- Equine rescue facility – 13
- Multi-species livestock farm – 20
- Cattle and hay farm – 10



Two webinars

- Winter Management of Poultry – 26 attendees
- Using Native Plants on Farms – 47



Outreach & Education

Native Plants

Native Plant Landscaping courses

- 5 field trips and 3 webinars - 109 participants
- Bi-monthly newsletter articles

Native Plant Sale

- 404 orders and 34,400 plants distributed



Highlight

Orca Recovery Week

Three Educational Events

- A Walk on the Elwha – 41 attendees
- A Walk on the Dungeness – 23
- Webinar – Health of Lake Sutherland/Indian Creek – 73

Three Volunteer Events

- Planting on the Sol Duc River:
500 trees planted – 12 volunteers
- Indian Creek Clean-Up:
5,900 lbs of trash – 24 volunteers
- Elwha River planting at the former
Lake Aldwell site:
2,100 trees planted – 59 volunteers



District Operations

- Current staff of Four (3.25 FTEs) have over 44 years of combined experience working for CCD.
 - Continue to contract with Joe Holtrop for project management on irrigation projects.
- Over 340 volunteers donated 1,036 hours of volunteer service at CCD events.
- Continued monthly e-newsletter and twice yearly mailed newsletter.
- Collaboration
 - Continued participation in NPCLE and NOPLE salmon recovery lead entities, DRMT, and CWWG.
 - Working to continue to strengthen partnerships in 2022-23.

Partnerships

- Lower Elwha Klallam Tribe
- Jamestown S'Klallam Tribe
- Quileute Tribe
- 10,000 Years Institute
- Clallam County Noxious Weed Board
- Department of Natural Resources
- Dungeness River Nature Center
- Feiro Marine Life Center
- North Olympic Land Trust
- North Olympic Peninsula Resource Development Council
- North Olympic Salmon Coalition
- USFS
- WSU Extension
- Wild Salmon Center



A Few Highlights County Funding Helped Support

- Volunteer planting events at River's Edge site
- Orca Recovery Week events
- Riparian plantings & creek clean-ups with LEKT
- Dungeness Off-Channel Reservoir ongoing support
- Native Plant Landscaping Course
- Creating Better Governance
 - Board meetings, elections, policies and procedures, program planning and development
- General administration and overhead
- Grant writing and program development
 - Crucial for obtaining funding for landowner assistance



What's in the future?



New Programs at
CCD

Buffers for Salmon

A program to help land managers ineligible for CREP install riparian buffers on rivers and streams on their property.

Sustainable Farms & Fields

A program to provide financial and technical assistance to support climate smart land management practices such as:

- Cover crops to increase soil carbon sequestration.
- Equipment purchase for things like no-till direct seeders.

Thank You!

Funding provided by Clallam County helps us get more conservation on the ground.

We look forward to future conversations on continued funding past 2024.



We are Stronger Together



AGENDA ITEM SUMMARY

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

12
9/12/22
4a

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 09/12/22

REGULAR AGENDA ☒ **Meeting Date:** 09/13/22

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 |

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on September 27, 2022.

Budget revisions – Transfer 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.

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?** ☐

See attached notice

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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 BUDGET REVISION MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board the budget revision shown below on September 27, 2022 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

NonDept – American Rescue Plan Act – Reallocation of ARPA funding for newly approved projects/\$800,000

Public Works – Roads – Reallocation of county road project construction expenditures to the correct BARS lines/\$1,500,000

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

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: September 13, 2022

Mark Ozias, Chair

Publish: September 17

Bill: Commissioners' Office

c: Budget Director
Department(s)
Treasurer

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 8/26/2022

Budget Hearing/Meeting Date: 9/27/2022

- ☐ **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.	19961.291	Budget Name	NonDept – American Rescue Plan Act
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291	NonDept – American Rescue Plan Act	51420.49.0225	Unanticipated Services	800,000
Total				800,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19961.291	NonDept – American Rescue Plan Act	51420.41.0599	Olympic Peninsula YMCA	500,000
19961.291	NonDept – American Rescue Plan Act	51420.41.5089	Peninsula Housing Authority	300,000
Total				800,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Reallocation of ARPA funding for newly approved projects:
Olympic Peninsula YMCA for construction of an Early Childhood Center.
Peninsula Housing Authority for a Mutual Self-Help Building Program.

County Official Approval: _____

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

[Handwritten signature]
[Handwritten signature]
90

SEP 01 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 08.31.22

Budget Hearing/Meeting Date: 09.27.22

— **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

X **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.	10101.611 ✓	Budget Name	Public Works – Roads
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611 ✓	PW – Roads ✓	59510.41.7777 ✓	PW – Other services and charges	1,000,000
10101.611 ✓	PW – Roads ✓	59520.61.7777 ✓	PW – PW Capital Land	500,000
Total				\$1,500,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611 ✓	PW – Roads ✓	59530.63.7777 ✓	PW – Capital other improvements	\$1,500,000
Total				\$1,500,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Original approved budget submitted did not allocate county road project construction expenditures in the correct BARS lines.

County Official Approval: _____

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

93



AGENDA ITEM SUMMARY

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

13
9/12/22
4b

Department: BOCC

WORK SESSION ☒ Meeting Date: 9/12/22

REGULAR AGENDA ☒ Meeting Date: 9/13/22

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 27, 2022

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?** ☐

See attached notice

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: Loni Gores Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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 27, 2022 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

HHS Operations – Funds received from the Olympic Community of Health for a pilot project to use the services of a Substance Use Disorder Professional at the Syringe Services Program/\$35,000

HHS – Administration – Additional funding from the Chemical Dependency Mental Health fund for administrative costs/\$19,653

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: September 13, 2022

Mark Ozias, Chair

Publish: September 17

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

AUG 15 2022



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 8/11/22 Budget Hearing/Meeting Date: 9/27/22

☒ **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.	11301.511 ✓	Budget Name	HHS Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	36991.00.0010 ✓	Miscellaneous Revenue	35,000
Total				35,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	56210.41.0020 ✓	Professional Services	35,000
Total				35,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding is received from the Olympic Community of Health for a pilot project to use the services of a Substance Use Disorder Professional at the Syringe Services Program to initiate substance use treatment assessments and link participants to treatment services.

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


89

SEP 01 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 9/1/22 Budget Hearing/Meeting Date: 9-27-22

☒ **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.	00100.513 ✓	Budget Name	HHS - Administration ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.513 ✓	HHS ✓ Administration	34640.00.0010	CDMH Administration	19,653
Total				19,653 ✓

EXPENDITURES

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	19,653
Total				19,653 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding is being added from the Chemical Dependency Mental Health fund for administrative costs that were performed by employees whose salaries and benefits are paid out of the HHS Administration fund.

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

94



AGENDA ITEM SUMMARY

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

14
9/12/22
HC

Department: BOCC

WORK SESSION ☒ Meeting Date: 9/12/22

REGULAR AGENDA ☒ Meeting Date: 9/13/22

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 27, 2022

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?** ☐
See attached notice

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: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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 _____, 2022

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:

Public Works – Bullman Beach Water System – Unanticipated payroll and material costs and expenditures/\$25,000

Public Works – Equipment Rental and Revolving – Additional funds for the rising cost in diesel and unleaded fuel/\$225,802

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 27, 2022 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 13th day of September 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

Publish: September 17, 2022

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

AUG 30 2022

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 08.25.22

Budget Hearing/Meeting Date: 09.27.22



- ☐ **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.	43401.611 ✓	Budget Name	Public Works – Bullman Beach Water System ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
43401.611 ✓	PW – Bullman Beach Water System ✓	50800.00.0000 ✓	Ending Fund Balance	\$25,000
Total				\$25,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
43401.611 ✓	PW – Bullman Beach Water System ✓	53450.41.7777 ✓	Other Services and Charges	\$25,000
Total				\$15,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Payroll costs incurred that went above and beyond anticipated budgeted expenditures due to Engineering staff time spent on filtration solution design and environmental services, meetings with HHS for solution discovery and customer/public interface (\$17,000); payroll and material expenditures to repair public health emergency due to pump failure (\$8,000)

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

25,000 ✓

91

AUG 30 2022

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 08.25.22

Budget Hearing/Meeting Date: 09.27.22

— **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.	50301.611	Budget Name	Public Works – Equipment Rental and Revolving
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50301.611	PW – ER&R	50800.00.0000	Ending Fund Balance	\$225,802
Total				\$225,802

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
50301.611	PW – ER&R	54850.31.7777	PW Supplies	\$225,802
Total				\$225,802

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The cost of fuel, both diesel and unleaded, has risen an average of 65% from when the 2022 budget was created. The increase was looked at in the Spring of 2022, with the hopes that by the end of summer the costs would have dropped, which hasn't been the case. With chip sealing activities happening while the costs were still very high, this has created a deficit in the budget for fuel. The original budget of \$339k was created based on price per gallon in 2021 (example: July 2021 - \$3.12 per gallon) vs the reality of 2022 (example: July 2022 - \$5.15 per gallon).

County Official Approval:

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



AGENDA ITEM SUMMARY

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

15
9/12/22
Hd

Department: Finance

WORK SESSION ☒ **Meeting Date:** **09/12/2022**

REGULAR AGENDA ☒ **Meeting Date:** **09/13/2022**

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 Monthly Review |

Documents exempt from public disclosure attached: ☐

FOLLOW UP DISCUSSION--SECURE RURAL SCHOOLS COUNTY ALLOCATION ELECTION DETERMINATION:

BACKGROUND

As discussed with the BOCC during the work session held on August 29, 2022, Congress has again reauthorized the Secure Rural Schools and Community Self Determination Program PL 117-58 ("SRS"). Originally passed in 2000, the SRS program provides assistance to rural counties and school districts affected by the decline in revenue from timber harvests on federal lands. While these payments represent a fraction of what counties would collect from property taxes and timber receipts, they are critical for local governments to meet their governing missions.

The program has three distinct titles that determine how funds can be spent, which include:

- **TITLE I—ROADS & SCHOOLS**
- **TITLE II – SPECIAL PROJECTS ON FEDERAL LANDS**
- **TITLE III—COUNTY PROJECTS**

Since 2013, counties have been locked into their elected Title I, II & III allocations. The SRS Title allocation percentages enacted by Clallam County via resolution 52.2013 that have been in effect since 2013 are as follows:

- **TITLE I—85%**
- **TITLE II—14%**
- **TITLE III—1%**

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Revised: 3-04-2021

ACTION THAT NEEDS TO BE TAKEN

As previously discussed with the BOCC, this year represents the first opportunity in nearly a decade for counties to change the allocation percentages assigned to Titles I, II & III to reflect how best they can utilize SRS funds. The County was notified in July 2022 of the opening of the allocation election change process which is being administered by the US Forest Service. In August, all county treasurers received the necessary SRS election % forms from the Washington State Office of the Treasurer that must be returned to the State Treasurer no later than September 15, 2022, so that the State can in turn remit the SRS elections made by each county of the State to the US Forest Service by September 30, 2022.

Before determining our new election options, it is important to understand the following guidelines governing the minimum and maximum percentages that may be designated for Title I, II & III purposes. As a "major" recipient of SRS funds (defined as a county that receives \$350,000 or more of SRS funds), Clallam County may allocate its SRS funds as follows:

- **TITLE I—ROADS & SCHOOLS**—a minimum of 80% to a maximum of 85%

For Title II and Title III funds, the County must allocate a minimum of 15% and no more than 20% to Title II, Title III, or a combination of both, so long as the amount allocated to Title III does not exceed 7%. Based on these restrictions, the following minimums/maximums apply for Title II and Title III:

- **TITLE II – SPECIAL PROJECTS ON FEDERAL LANDS**—a minimum of 8% and a maximum of 20%;
- **TITLE III—COUNTY PROJECTS**—a minimum of 0% and a maximum of 7%.

REVISED STAFF RECOMMENDATION

On the far right of this matrix highlighted in GREEN is the **staff's initial proposed allocation of 85% to Title I, 11% to Title II, and 4% for Title III** for BOCC consideration/discussion purposes.

TITLE I RECOMMENDED ALLOCATION—85%

As discussed previously with the BOCC, this proposed allocation is based on the need to maximize the amount of SRS funding in support of County schools and roads given the ongoing funding challenges facing schools and roads by preserving the 85% Title I that has been in place historically.

TITLE II / TITLE III RECOMMENDED ALLOCATION—11% / 4%

For Title II & III elections, during the August 29th work session, several public safety agencies, including the Sheriff's Department and various Fire Districts, indicated a lack of awareness of availability of Title III funds that could be used to support their emergency response services on national forest lands, and that this lack of awareness may have been a contributing factor behind the County's historic difficulty in sourcing eligible uses for Title III funds in more than 9 years. As a

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result, the staff reached out to the leadership of all five school districts, all fire departments, and law enforcement (city and county) agencies to request additional feedback concerning their identified needs for Title III funding. In addition, Diane Harvey within the Sheriff's department also made similar inquiries within the Sheriff's department's emergency management, search and rescue and patrol groups, as well as to various fire departments to solicit input.

Below, is a summary of the potential needs for Title III funds compiled from these inquiries:

Clallam County Title III Potential Expenditures by Category and Recipient

Category	Expenditure	Recipient	Amount (AVG)	# of service calls per year
Search and Rescue	personnel time; replacement of equipment; mission fuel	Sheriff's Office	\$12,500 - \$15,000	12 to 15
Sheriff's Service Calls	personnel time; replacement of equipment; mission fuel	Sheriff's Office	\$7,500-\$10,000	60 to 80
Fire Dept Calls	personnel time; replacement of equipment; mission fuel	Fire Dept	Most covered by Mutual Aid Agreement	15 to 20
Community Wildfire Protective Plan	Updating Plan periodically	Clallam County	\$20,000 every 4 years	
Equipment for Use on Forest Service Land	Fire Fighting Equipment	Fire Dept; Sheriff's Office	Wide \$\$ Range Per Year By Need	
Community Wildfire Protective Plan	Projects identifies in Plan such as wildfire mitigation assessments of homes in at risk neighborhoods; conducting community volunteer day of implementing fire mitigation measures outlined in Plan	Fire Dept	\$1,000 - \$3,000 per year	
Public Education on Wildfire Prevention	Education Workshops at Public Events such as Public Safety Day	Fire Dept	\$1,000 - \$1,500 (2 per year)	

Based on the needs identified above, it appears that there are between \$22,000 and \$50,000 of recurring annual needs for Title III funds, not including funding for potential firefighting equipment

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needs of fire departments which vary widely year-to-year. While the use of Title III funds is governed by highly restrictive criteria and those uses must be directly and specifically used to support emergency response services on federal forest lands only or in support of wildfire protection efforts that are tied to very defined programs such as the Firewise program, these needs identified above appear to be eligible uses so long as they are in support of services being provided on national forest lands.

Based on this Title III feedback received, staff has revised its **recommended Title II allocation to 11%, and Title III allocation to 4%**, which would provide approximately \$106k per year of Title II funding and \$39k per year of Title III (a shifting of approximately \$30k in funding from Title II to Title III based on current election levels). It is believed this amount strikes an appropriate balance of allotting enough additional Title III funding to support these identified needs and providing a more substantial amount of funding to garner interest in Title III funds, while not overly diverting so much from Title II funding so as to risk funding support for the County's noxious weeds efforts being conducted on national forest lands.

If the BOCC is supportive of this proposed increase in Title III funding, it is the staff's recommendation that a Title III selection committee, similar to the Heritage Advisory Committee, be established so that a more formal application process can be established and promoted so as to improve the County's placement of these funds in support of eligible uses.

Attached is a resolution adopting these SRS Title I, II & III funding levels and a copy of the of the FY 2022 Forest Service Payment to States, Public Law 117-58 Election to Allocate the State Payment to be signed and submitted to the WA State Treasurer's Office no later than September 15, 2022.

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?** ☐

While there will be no specific budgetary impact in 2022 from this action, it will have a budgetary impact in 2023 and beyond as the outcome will affect how much SRS funds flow to the County's Roads Fund, Federal Forest Replacement, and the County school districts.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) None

Following BOCC discussion of the SRS Title election options, staff requests support from the BOCC on the recommended SRS election percentages proposed for adoption via resolution to be approved by the BOCC on Tuesday, September 13th that will then be provided to the State Treasurer's Office by the September 15, 2022 deadline.

County Official signature & print name:  Mark Lane

Name of Employee/Stakeholder attending meeting: _____ Mark Lane

Relevant Departments: _____ Finance, Treasurer

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Date submitted:

September 7, 2022

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Revised: 3-04-2021

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



FY 2022 Forest Service Payment to States, Public Law 117-58

Election to Allocate the State Payment

A county's Election to receive a payment and to allocate the State payment must be transmitted by the Governor's office or other appropriate executive office of the state such as State Treasurer, on behalf of the Governor. The Forest Service will not accept an election directly from a county or from any non-governmental organization acting on behalf of a county.

Instructions:

To begin, refer to Expired Elections and Earnings attachment for FY21 data dealing with earnings and expired allocation percentages by title. The allocation percentage values are now expired in FY22 but represented amounts that were used to determine last year's FY21 payment. These figures are being presented to aid States/Counties with historical data as they prepare new percentage allocation submissions. Counties paid in FY21 under the 1908 Amended Act are also presented on the report. These counties will remain classified as this designation for the FY22 payments cycle and no allocation elections for these counties will be accepted.

The Total FY21 Earnings value on the attachment represent the total dollar value earned by each county in FY21. The FY22 dollar figures will not be available until after the allocation election due date, so the FY21 figures represent the best available data in determining which distribution allocation guidelines applies. After determining the FY21 dollar amount and distribution category for each county from the attachment, refer to the three options below for further instructions on percent allocation limits.

- **\$100,000 or less. (minor distribution)** An eligible county that elects to receive a share of the State payment that is \$100,000 or less (a minor distribution) may elect to use 100-percent of its share for public roads and schools under title I (column C). **A county that elects to receive a minor distribution must make an affirmative election to use the 100-percent of its share for title I purposes.** In the alternative, the county may opt to allocate 15-percent to 20-percent of its share to title II (column D), title III (column F), or a combination of both. The total percentage allocated to title II and title III combined must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government.





- **\$100,001 to \$349,999 (moderate distribution)** If the county share of the State payment is more than \$100,000 but less than \$350,000, the county must allocate 15-percent to 20-percent of its share to title II (column D), title III (column E), or a combination of both. The total percentage allocated to title II and/or title III must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government (column F).
- **\$350,000 or greater (major distribution)** If the county share of the State payment is \$350,000 or greater, the county must allocate 15-percent to 20-percent of its share to title II (column D), title III (column E), or a combination of both, except that the allocation for title III projects may not exceed 7-percent. The total percentage allocated to title II and title III combined must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government (column F).

Each county that elected to share in the Secure Rural Schools Act State payment (formula payment) must complete this form. An eligible county that fails to elect to allocate its share of the State payment shall be considered to have elected to expend 80-percent of the share for public schools and roads. The remaining 20-percent will be available to the Forest Service to carry out projects in the eligible county to further the purposes of title II.

A county electing to return a percentage of its share of the State payment to the U.S. Treasury instead of allocating a portion to Title II or Title III should show the percentage to be returned to Treasury in Column F.

Refer to page 3 for county title elections chart.

Must be returned to USFS by September 30, 2022



State: Washington

Column G is auto populated from the entries in columns C, D, E, & F
G total must equal 100

A	B	C	D	E	F	G
Entry No.	County Name	State Payment—Percentage allocated to				Total Columns C, D, E & F (100%)
		Title I	Title II	Title III	Return to Treasury	
1	Asotin (003)					0
2	Chelan (007)					0
3	Clallam (009)	85	11	4		100
4	Clark (011)					0
5	Columbia (013)					0
6	Cowlitz (015)					0
7	Douglas (017)					0
8	Ferry (019)					0
9	Garfield (023)					0
10	Grays Harbor (027)					0
11	Jefferson (031)					0
12	King (033)					0
13	Kittitas (037)					0
14	Klickitat (039)					0
15	Lewis (041)					0
16	Mason (045)					0
17	Okanogan (047)					0
18	Pend Oreille (051)					0
19	Pierce (053)					0
20	Skagit (057)					0
21	Skamania (059)					0
22	Snohomish (061)					0
23	Stevens (065)					0
24	Thurston (067)					0
25	Walla Walla (071)					0
26	Whatcom (073)					0
27	Yakima (077)					0
28						0
29						0





Information below is required

Preparer's name and title:	Preparer's mailing address:
Preparer's phone number:	
Preparer Signature:	Preparer's email:





RESOLUTION _____, 2022

ELECTION TO RECEIVE SECURE RURAL SCHOOLS AND COMMUNITY SELF DETERMINATION FUNDING AND ALLOCATION OF TITLE II AND TITLE III FUNDS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Congress reauthorized the Secure Rural Schools and Community Self Determination Program (SRS) in PL 117-58.
2. The law calls for the County to elect to either receive the SRS funding or return to 25 percent of actual receipts from the forest, with notification to the Governor's Office of said election, to be forwarded to the Forest Service on behalf of the Secretary of Agriculture.
3. The County must further elect to allocate from 15 to 20 percent of the full County payment to Title II (Resource Advisory Council approved projects) and Title III (Specific County approved projects); with no more than 7 percent allocated to Title III and with notification to the Governor's Office of said election.
4. The Washington State Association of Counties has been designated to collect and compile said elections from all affected Counties for transmittal to the Governor's office.

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

1. Elects to receive the SRS payment in lieu of 25 percent of actual receipts and to allocate 85 percent of the full County payment to Title I, and 15 percent of the full County payment to Titles II and III.
2. Elects to allocate 11 percent of the full County payment to Title II and 4 percent to Title III.
3. Directs the Clerk of the Board to transmit a copy of this resolution along with a signed copy of the "FY 2022 Forest Service Payment to States, Public Law 117-58 Election to Allocate the State Payment" form to the Washington Office of the State Treasurer for their distribution to the US Department of Agriculture.

PASSED AND ADOPTED this 13th day of September 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

c: Washington Office of State Treasurer

CLALLAM COUNTY
SECURE RURAL SCHOOLS ACT (SRS)
TITLE I, II & III ELECTION MATRIX
BASED ON FY 2021 REVENUES OF

\$ 965,512

CURRENT SRS TITLE I, II & III ALLOCATION %S ELECTED
PROPOSED SRS TITLE I, II & III ALLOCATION %S ELECTED

Note: Pursuant to the SRS Program guidelines, Clallam County as a "major" recipient of \$350,000 or more of SRS funds must allocate no less than 15% and no more than 20% of its share of SRS funds to Title II, Title III, or a combination of both, with the exception that Title III allocation cannot exceed 7%.
Based on the FY2021 SRS funds allocated to Clallam County of \$965,512, the matrices below calculate the allocation of these funds by source based on the various % options available under these guidelines by Title I, Title II and Title III.

		TITLE I ALLOWED ALLOCATIONS (80%-85%)						
		80%	81%	82%	83%	84%	85%	
		\$ 772,410	\$ 782,065	\$ 791,720	\$ 801,375	\$ 811,030	\$ 820,685	
CLALLAM COUNTY--ROADS FUND (FUND 10101)	TITLE I	\$ 386,205	\$ 391,032	\$ 395,860	\$ 400,687	\$ 405,515	\$ 410,343	
PORT ANGELES SCHOOL DISTRICT 121 (68101)	TITLE I	\$ 169,516	\$ 171,635	\$ 173,754	\$ 175,873	\$ 177,992	\$ 180,111	
CRESCENT SCHOOL DISTRICT 313 (68121)	TITLE I	\$ 11,768	\$ 11,915	\$ 12,062	\$ 12,209	\$ 12,356	\$ 12,503	
SEQUIM SCHOOL DISTRICT 323 (68131)	TITLE I	\$ 127,915	\$ 129,514	\$ 131,113	\$ 132,712	\$ 134,310	\$ 135,909	
CAPE FLATTERY SCHOOL DISTRICT 323 (68141)	TITLE I	\$ 26,532	\$ 26,864	\$ 27,195	\$ 27,527	\$ 27,859	\$ 28,190	
QUILLAYUTE VALLEY SCHOOL DISTRICT 402 (68151)	TITLE I	\$ 50,474	\$ 51,105	\$ 51,736	\$ 52,367	\$ 52,998	\$ 53,629	
COUNTY ROADS AND SCHOOL DISTRICTS	TITLE I	\$ 772,410	\$ 782,065	\$ 791,720	\$ 801,375	\$ 811,030	\$ 820,685	

		TITLE II ALLOWED ALLOCATIONS (8% TO 20%)													
		20%	19%	18%	17%	16%	15%	14%	13%	12%	11%	10%	9%	8%	
		\$ 193,102	\$ 183,447	\$ 173,792	\$ 164,137	\$ 154,482	\$ 144,827	\$ 135,172	\$ 125,517	\$ 115,861	\$ 106,206	\$ 96,551	\$ 86,896	\$ 77,241	
US FOREST SERVICE	TITLE II	\$ 193,102	\$ 183,447	\$ 173,792	\$ 164,137	\$ 154,482	\$ 144,827	\$ 135,172	\$ 125,517	\$ 115,861	\$ 106,206	\$ 96,551	\$ 86,896	\$ 77,241	

		TITLE III ALLOWED ALLOCATIONS (0%-7%)							
		0%	1%	2%	3%	4%	5%	6%	7%
		\$ -	\$ 9,655	\$ 19,310	\$ 28,965	\$ 38,620	\$ 48,276	\$ 57,931	\$ 67,586
CLALLAM COUNTY--FEDERAL FOREST REPLACEMENT (FUND 19915)	TITLE III	\$ -	\$ 9,655	\$ 19,310	\$ 28,965	\$ 38,620	\$ 48,276	\$ 57,931	\$ 67,586

PROPOSED ALLOCATION
85%
\$ 820,685
410,343
180,111
12,503
135,909
28,190
53,629
820,685
11%
\$ 106,206
4%
38,620

100%
\$ 965,512

PRE-AGENDA
FOR THE REGULAR MEETING OF
CLALLAM COUNTY PUBLIC UTILITY DISTRICT #1
BOARD OF COMMISSIONERS
SEPTEMBER 12, 2022 AT 1:30 PM

Zoom meeting: <https://clallampud-net.zoom.us/j/82263074221?pwd=aFVBOTJlOTlvNXJNKlRpSnhMa3VtZz09>

Meeting ID: 822 6307 4221 | **Passcode:** 816387

One tap mobile: +12532158782,,82263074221#,,,,*816387# US (Tacoma)

- **Consent Agenda Items**

The Commissioners will consider approving Consent Agenda items.

- **PUD and Clallam County Commissioners Discussion**

PUD Commissioners and the Clallam County Board of Commissioners and their respective staff will discuss the status of the Carlsborg water rights expansion and Clallam PUD's 2023 Strategic Plan.

- **Acceptance Memo of Completion for PO 24550**

Commissioners will consider authorizing Acceptance Memo of Completion for PO 24550 for the Forks Pole Yard Grading and Resurfacing.

Staff requests a motion, second, and vote: to authorize Acceptance Memo of Completion for Purchase Order 24550 for the grading and resurfacing of the Forks pole yard at 241 Industrial Center in Forks. All work under this purchase order was completed by 2 Grade, LLC. on August 23, 2022 for a total contract cost of \$46,683.88, including WSST.

- **RESOLUTION 2248-22 Establishing the Current Electric Service Regulations and Requirements**

Commissioners will consider approving RESOLUTION 2248-22 Establishing the Current Electric Service Regulations and Requirements and Rescinding Resolution 2239-22.

Staff requests a motion, second, and vote: to approve RESOLUTION 2248-22 establishing the Current Electric Service Regulations and Requirements and rescinding Resolution 2239-22.

- **RESOLUTION 2249-22 Authorizing the Disposal of Surplus Property**

Staff requests the Commission pass Resolution No. 2249-22 authorizing the disposal of surplus property.

Staff requests a motion, second, and vote: to pass Resolution No. 2249-22 authorizing the disposal of surplus property consisting of an obsolete 50 year old 5000 KVA step transformer due. Item valued at \$3760.00.

- **BPA Post-2028 Contract Discussion**

Commissioners and staff will discuss recent developments of the BPA post-2028 contract.

The Commissioners will also consider the customary business matters associated with approval of payments, minutes of the previous meeting, reports from Commissioners and staff, comments from the public, and other items of information or general business. Items may be added to, or removed from, the agenda at the meeting.