

PROFESSIONAL SERVICES CONTRACT FOR SERVICES

Between
PACIFIC COUNTY, WASHINGTON
And
MOFFATT & NICHOL

THIS CONTRACT is entered into by Moffatt & Nichol, 600 University Street, Suite 610, Seattle, Washington, hereinafter known as the "CONTRACTOR" and Pacific County, POB 6, South Bend, Washington, hereinafter known as the "COUNTY".

WHEREAS, the COUNTY has secured a Fiscal Year 2021 Cooperating Technical Partners Grant through the U.S Department of Homeland Security for the North Willapa Erosion Mitigation Master Plan; and

WHEREAS, the COUNTY does not have the manpower or specialized engineering expertise necessary to complete this project; and

WHEREAS, the COUNTY released a competitive request for qualifications seeking qualified individuals and/or firms to assist with completion of the project; and

WHEREAS, after careful consideration of the proposal submitted by the CONTRACTOR, the COUNTY determined the CONTRACTOR was highly qualified and has extensive experience working on similar projects, and

WHEREAS, the COUNTY desires to have the CONTRACTOR perform such services pursuant to certain terms and conditions;

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

The CONTRACTOR shall perform those services described in Attachment A1-A3 (Statement of Work-A1, Schedule of Performance-A2 and Project Approach-A3). In performing such services, the CONTRACTOR shall at all times comply with all Federal, State, and local laws and regulations applicable to the performance of such services. The CONTRACTOR shall perform the services diligently and completely and in accordance with CONTRACTOR's customary professional standards of conduct and performance ("Standard of Care"). The CONTRACTOR shall request and obtain prior written approval from the COUNTY if the scope or schedule is to be modified in any way.

COMPENSATION AND REPORTING REQUIREMENTS

The COUNTY agrees to pay the CONTRACTOR an amount not to exceed \$127,000 for the costs necessary for or incidental to the performance of works as set forth in Attachment B, Budget within thirty (30) days from date of invoice.

The CONTRACTOR shall submit all requests for reimbursement per Attachment C, along with all backup documentation (timesheets, invoices, etc.), using the billing form included as Attachment D,

Each request for payment must be accompanied by a Project Status Report.

The CONTRACTOR will also submit Performance report (Attachment E) within 10 days after the close of each quarter

The CONTRACTOR agrees to complete all reporting and billing requirements. Failure to do so may result in delay or denial of payment until such time requirements have been received and approved by the COUNTY.

EVALUATION AND MONITORING

The CONTRACTOR shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The CONTRACTOR will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.

The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the CONTRACTOR with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.

The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the CONTRACTOR are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the CONTRACTOR will remain its property unless otherwise agreed.

The CONTRACTOR shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted.

PUBLIC RECORDS ACT

This CONTRACT and all public records associated with this CONTRACT shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. 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 from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR

and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional negligent actions by the CONTRACTOR relating to performance of this contract.

SIGNAGE

The CONTRACTOR must acknowledge their use of federal funds from the Department of Homeland Security when issuing statements, press releases, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

COPYRIGHT PROVISIONS

The CONTRACTOR must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number EMS-2021-CA-00006-S01) to any work first produced under federal financial assistance.

COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state and federal governments, as now or hereafter amended. A list of federal and grant contract requirements is included as Attachment F.

In the event the CONTRACTOR's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this CONTRACT may be rescinded, canceled or terminated in whole, or in part. The CONTRACTOR shall be given notice and a reasonable time in which to cure this noncompliance.

EMPLOYMENT RELATIONSHIPS

The CONTRACTOR, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the CONTRACTOR will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

INDEMNIFICATION/HOLD HARMLESS

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any negligent action or omission of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with CONTRACTOR'S negligent performance of this CONTRACT; or 3) are based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the CONTRACT, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

1. Participation County – No Waiver. The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under the CONTRACT.
2. Survival of CONTRACTOR's Indemnity Obligations. The CONTRACTOR agrees all CONTRACTOR'S indemnity obligations shall survive the completion, expiration or termination of this CONTRACT.

INSURANCE

Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this CONTRACT, CONTRACTOR shall obtain, provide and maintain during the term of this contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

- A. **General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$3,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- B. **Automobile Liability Insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with

1.3 – Schedule and Performance

Instructions: Insert deliverables for all activities included in this SOW in the table below. Examples provided in italics. Deliverables can be itemized/scheduled individually or grouped into a single deliverable date. Due dates will be negotiated with the FEMA Regional Project Officer.

Table 1.3.1: COMS Deliverables Schedule

Task and Activity			
SOW Task	Deliverable	Deliverable Due Date	Submitted To
COMS Engagement Plan (required)	COMS Engagement Plan (Project Execution Plan outlining activities, deliverables, key stakeholders, and engagement plan using template provided by FEMA PO)	November 1, 2021	FEMA Regional Project Officer <i>via email</i>
Strategic Planning for Community Engagement	Planning Materials <ul style="list-style-type: none"> • Directory of agency sponsors and stakeholders for current and planned mitigation activities (based on WECAN project coordination activities) • Directory of community and Tribal stakeholders (building from WECAN) • Catalogue of current and planned mitigation activities. • Published calendar of outreach meetings to report status and progress. 	March 31, 2022	FEMA Regional Project Officer <i>via email</i>

Task and Activity			
SOW Task	Deliverable	Deliverable Due Date	Submitted To
Meetings and Process Facilitation	Meeting Materials <ul style="list-style-type: none"> • Meeting Minutes • Presentation • Sign-in Sheet or Attendance 	Within two weeks of meeting	FEMA Regional Project Officer <i>via email</i>
Mitigation Support	Master Plan	June 30, 2023	FEMA Regional Project Officer <i>via email</i>
Mitigation Planning Technical Assistance	Mitigation Plan Supplement <ul style="list-style-type: none"> • Inclusive of consensus design, master schedule, plan for solutions to identified gaps, monitoring strategy, and contingency recommendations 	June 30, 2023	FEMA Regional Project Officer <i>via email</i>

The activities documented in this SOW shall be completed in accordance with Table 1.3.1: COMS Deliverables Schedule. If changes to this schedule are required, the CTP shall coordinate with FEMA and other necessary Mapping Partners in a timely manner. Please also identify to whom the products and/or deliverables associated with each task are to be submitted to (i.e., community, FEMA Regional Project Officer, etc.).

Table 1.3.2: Performance Measures Targets

Note: Insert appropriate measures in table below based on the document “CTP Performance Measures Matrix” and coordination with your FEMA PM. This instructional note should be deleted prior to application submission.

Measure	Target	Recorded Metric Unit/Scale	Additional Recorded Metric Unit/Scale
2b. Meetings / Trainings are held where Risk MAP is represented, and Risk MAP objectives are discussed /advanced.	50% planned versus completed engagements (i.e., minimum 4 engagements) with other project stakeholders 10 different partners invited/coordinated with in advance	Achieved / Not Achieved	8 Meetings 10 Partners
3a. Public awareness leads to action that reduces current and future vulnerability.	Generates at least 1 action from the project added to the Hazard Mitigation Plan or advanced the action	Achieved / Not Achieved	1 Action
4a. Advancement of program metrics and/or accomplishment of project performance measures.	Report on SPI and CPI. Must be between 0.92 and 1.08. If it is not, provide information on what is being done to correct the problem.	Achieved / Not Achieved	N/A
5a. Evidence of continued maintenance, using non-Federal funds, of the processes / systems to support collection, development, evaluation, dissemination, and communication of flood hazard and risk assessment data and mapping	Continued data collection related to changes in flood hazards and development in flood-prone areas Preparation of multiple-year mapping or data collection plans Maintenance of equipment and supplies, such as hardware, software, licenses, certifications, etc. that are necessary to complete, review, monitor and report on the work	Achieved / Not Achieved	N/A
5d. Enhanced planning and coordination activities	Encourage participation in regularly scheduled meetings (10 partners) Ongoing and regular coordination (Quarterly) with other state/local offices to discuss agency's prioritization process for Risk MAP projects as well as schedules, meetings, strategy development and stakeholder engagement.	Achieved / Not Achieved	10 Partners 8 Coordination Opportunities

PART 2 – REFERENCE INFORMATION

2.1 – Standards

The standards relevant to this SOW are presented in FEMA Policy 204-078-1 Standards for Flood Risk Analysis and Mapping, Revision 10, dated November 2019 located on FEMA's website at www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping. Additional information, along with links to Guidance, Technical References, Templates, and other resources that support these standards, may be accessed and/or downloaded from the FEMA Flood Hazard Mapping website at <http://www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping>. FEMA is in the process of updating existing guidance and continues to update guidance and standards on a rolling basis. In the meantime, CTPs may refer to historical documents for assistance. Additionally, CTPs and their sub-awardees must comply with FEMA's Federal Regulation Chapter 44 of the Code of Federal Regulations (CFR), and the appropriate year CTP Funding Opportunity Announcement and Agreement Articles. CTPs shall also coordinate with their regional office to determine additional standards that should be met. CTPs shall coordinate with the FEMA Regional Project Officer to ensure that technical assistance also complies with regional standards. Additional information may be available in FEMA's guidance document Risk MAP Guidance for Incorporating Mitigation Planning Technical Assistance and Training into Flood Risk Projects (February 2018) https://www.fema.gov/sites/default/files/2020-02/Incorporating_Mitigation_Planning_Technical_Assistance_into_RM_Projects_Feb_2018.pdf.

2.2 – Use of Contractors

Contractor support may be used for all activities within this SOW, except staffing and mentoring, which must be completed by the CTP. Guidance provided in this part includes, but is not limited to, contract administration and record keeping, notification requirements, review procedures, competition, methods of procurement, and cost and pricing analysis. 2 CFR Part 200 may be viewed online at <http://www.ecfr.gov/cgi-bin/text-idx?SID=cc011f4fb962e68cb0da4bc91e8fbb43&mc=true&node=pt2.1.200&rgn=div5>

Additionally, contractors must not pose a conflict-of-interest issue nor be active in writing the scope of this SOW.

2.3 – Reporting and Performance

Financial Reporting: Because funding has been provided to the CTP by FEMA, financial reporting requirements for the CTP will be in accordance with the terms of the Cooperative Agreement Funding Opportunity Announcement, Articles of Agreement, or Award Notice for this SOW. The CTP shall also refer to 2 CFR 200. The CTP shall provide financial reports to the FEMA Regional Project Officer and Assistance Officer in accordance with the terms of the signed Cooperative Agreement for this SOW.

Performance Reporting: Recipients are responsible for providing a signed performance report using the required list of information shown in the Notice of Funding Opportunity (NOFO) (or and old SF-PPR if you prefer) on a quarterly basis throughout the period of performance, including partial calendar quarters as well as for periods where no grant award activity occurs. The CTP shall refer to 2 CFR Part 200 to obtain minimum requirements for progress reporting. The Project Officer, as needed, may request additional information on progress.

The CTP may meet with FEMA and/or its contractor(s) as frequently as needed to review the progress of the project in addition to the quarterly financial and status submittals. These meetings may alternate between the FEMA Regional Office, the CTP office, and conference calls, as necessary.

The CTP must report performance of the grant in conjunction with the progress reporting. The performance of the CTP is measured by Table 1.3.2 Performance Measure Targets. If you are completing a COMS project in conjunction with a Flood Risk Project MAS, then you may use the measures outlined in that MAS for your SF-PPP performance criteria.

Quantitative Targets for performance measures will be defined using the CTP Performance Measures Menu in conjunction with your FEMA PM and amended to the MAS.

Earned Value Data Entry:

The CTP is required to report on the earned value of projects that are in the MIP monthly and must give explanations for variances outside of the tolerance defined above. The FEMA Regional Offices must implement a Corrective Action Plan (CAP) when a CTP partner is outside of the tolerance. A CAP must define the reason for the variance and the intended resolution. FEMA Regional Offices must coordinate with FEMA Headquarters when CAPs are developed.

Community Outreach and Mitigation Strategies (COMS) SOW/Program Management (PM) SOW tasks are now tracked in the MIP. Cost and schedule performance measures are defined in this SOW. These measures will be used to monitor partner performance and to determine future funding eligibility. Earned Value data entry involves updating cost, schedule, and performance (physical percent complete) in the MIP by the CTP (or FEMA/designee on behalf of the CTP) each month for each assigned task. The CTP may contact the Region to obtain additional guidance (as needed) for updating COMS/PM efforts in the MIP.

2.4 – Privacy and Protection of Personally Identifiable Information

Your organizational access to the MIP (if-needed) signifies that you have access to Personally Identifiable Information (PII). As such, please ensure each user is meeting the requirements with the new Risk Analysis Management Access Request (RAMSAR) process, including:

- Signed and executed Information Sharing Access Agreement (ISAA) for the CTP organization
- RAMSAR form for every CTP staff and CTP contractor user that needs access to the Risk Analysis Management (RAM) System, which also acknowledges review of the Rules of Behavior

Please contact your FEMA Project Officer for more information.

2.5 – Available COMS Scope Activities

The activities outlined in this SOW will be completed as specified in the Cooperative Agreement Funding Opportunity Announcement, Award Notice, and/or Articles of Agreement. The SOW may be terminated at the option of FEMA or the CTP in accordance with the provisions of the Partnership Agreement. If the SOW is terminated, all products produced to date must be returned and remaining funds, provided by FEMA for this SOW, from uncompleted activities will be returned to FEMA.

The objective of the Community Outreach and Mitigation Strategies (COMS) activity documented in this Statement of Work (SOW) is to recognize and enhance activities undertaken by Cooperating Technical Partners (CTPs) that create an environment where communities:

- Understand their flood risk and the importance of addressing that risk;
- Are more willing to engage with the Mapping Partner and FEMA to analyze their risks;
- Are better primed to take action to reduce their risk, based on that analysis.

Specifically, tasks funded under this SOW support and enhance COMS activities. All processes and deliverables shall be completed in accordance with FEMA's Guidelines and Standards for Flood Risk Analysis and Mapping, Revision 11, dated December 2020 located on FEMA's website at www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping. These guidelines and standards define the specific implementation of the statutory and regulatory requirements for National Flood Insurance Program (NFIP) flood risk projects and address the performance of related Risk Mapping, Assessment, and Planning (Risk MAP) activities.

COMS tasks cannot result in the production of a Flood Insurance Rate Map (FIRM). The activity/activities that could be accomplished under the COMS SOW are as follows:

- **COMS Engagement Plan (Required)**
- **Strategic Planning for Community Engagement**
- **Meetings and Process Facilitation**
- **Mitigation Support**
- **Communication and Outreach to Communities**
- **Training and Community Capability Development**
- **Mitigation Planning Technical Assistance**
- **Pilot Projects**
- **Internal Partner Support Activities:**
- **Mentoring**
- **Staffing**

Contractor support may be used for all activities except staffing and mentoring, which must be completed by the CTP.

COMS Engagement Plan (Required)

Intent: Document prepared by recipients and used by Regional Offices in support of Risk MAP Multi-year Planning. This plan should identify the overarching approach to community engagement, that will then be implemented on a project-by-project basis. This plan must:

1. Document the capabilities and accomplishments of the partner related to Community Outreach and Mitigation Strategies. For example, summarize the partner's capabilities to do community outreach and provide some examples of successful community outreach efforts. And/or provide an overview of the partners strategic approach to community engagement and critical factors in successfully engaging communities in reducing their risk.

2. Explain the recipient's vision for implementing or participating in Risk MAP, specifically describing how the partner's activities advance the vision, goals and objectives of Risk MAP for encouraging communities to take action to mitigate risk.
3. Include examples or updates from previous years' activities (if applicable).
4. Provide recommendations to FEMA regarding action and outreach potential for future Risk MAP projects within the State, regional or local area.

Recipients that are also completing activities under the PM SOW may combine Business Plan and the COMS Engagement Plan for these two SOWs into a comprehensive Business Plan that includes the required elements for both the PM SOW Business Plan and the COMS SOW Engagement Plan. Recipients must work with their FEMA Regional Office for additional details and requirements of Business/Engagement Plans, including due dates, for the State and/or Local Business Plans.

Strategic Planning for Community Outreach and Engagement

Intent: The CTP will strategically prepare for engagement with communities and stakeholders, to strengthen and focus project discussions towards taking mitigation action to reduce natural hazard risk. This work can include the development of plans, to create a framework for action throughout a project, and/or can also include outreach activities with the community, to facilitate its forwarding progress in reducing risk.

There are many ways to encourage natural hazard reduction or mitigation:

- Ensure the community understands and accepts its flood risk
- Educate the community about how mitigation can help their community in a way that is meaningful to them
- Provide technical assistance to help identify what mitigation makes sense
- Ensure the right stakeholders (community officials, local influencers, regional and state partners, etc) are involved in the work, so that the decision-making required for mitigation action can be achieved.
- Understand the community's other key concerns that might impact their interest and capacity and inform how best to engage with them.

***Note:** Communication and outreach activities described in this task are meant to be supplemental or complementary efforts to those identified in the Flood Risk Project Mapping Activity Statement (MAS). CTPs and the FEMA Region are responsible for confirming no duplication of effort in other awards (grants, cooperative agreements, interagency agreements and contracts).*

Examples of plans and activities that could inform the partners' work and build knowledge of and relationships with communities:

Awareness and Action Strategy – Develop a regional approach to better understand communities' needs and priorities by conducting research on demographics, community communications practices and preferences, evaluation of local plans and initiatives, identification of local decision-makers and potential advocates, mitigation history and potential roadblocks, existing relationships with state and federal agencies, etc.

Watershed and Community Assessment and Mitigation Action Plan – Assess a watershed and high priority communities to understand their mitigation priorities and their existing relationships with FEMA and other federal agencies to inform future outreach. The assessment may include local planners, floodplain

work to be performed under this CONTRACT, including any coverage for any owned, hired, non-owned or rented vehicles, an amount not less than \$1,000,000 combined single limit for each accident.

- C. Professional Liability (Errors & Omissions) Insurance.** CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this CONTRACT, in the minimum amount of \$2,000,000 per claim and \$5,000,000 in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this CONTRACT and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this CONTRACT.
- D. Workers' Compensation Insurance.** CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- E. Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this CONTRACT shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.

CONTRACT MODIFICATIONS

The COUNTY and the CONTRACTOR may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example, and without limitation, an amendment to this CONTRACT must be approved in writing by the COUNTY prior to the CONTRACTOR expending funds for services covered within that amendment. Costs incurred by the CONTRACTOR in contravention of this paragraph are the sole responsibility of the CONTRACTOR.

CONTRACT PERIOD

The terms of this CONTRACT and the performance of the parties hereto shall be deemed to have commenced the 11th day of January, 2022. It will continue in effect through the 30th day of June, 2023, unless sooner terminated or extended as provided herein.

TERMINATION OF CONTRACT

If, through any cause, the CONTRACTOR shall fail to fulfill in accordance with the Standard of Care under this CONTRACT, or if the CONTRACTOR shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold

the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the CONTRACTOR describing such default or violation.

Notwithstanding any provisions of this CONTRACT, either party may terminate this CONTRACT by providing written notice of such termination, specifying the effective date thereof, at least twenty (20) days prior to such date. Payment for Project-related expenses incurred by the CONTRACTOR and not otherwise paid for by the COUNTY prior to the effective date of such termination shall be as the COUNTY reasonably determines.

SPECIAL PROVISION

The failure of the COUNTY to insist upon the strict performance of any provision of this CONTRACT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this CONTRACT.

SEVERABILITY

In the event any provision, or any portion thereof, contained in this CONTRACT is held to be unconstitutional, invalid or unenforceable, said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this CONTRACT shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

DISPUTE RESOLUTION

Except as otherwise provided in this CONTRACT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the CONTRACTOR, and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. The CONTRACTOR and the COUNTY share the cost equally of the third party mutually agreed upon by both parties.

GOVERNING LAW AND VENUE

This CONTRACT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Pacific County, Washington shall be the venue for any suit between the parties arising out of this CONTRACT.

ADMINISTRATION

The following individuals are designated to co-administer this CONTRACT. They shall also serve as their respective party's contact person for any and all communications relative to this CONTRACT.

For the COUNTY:

Paul Plakinger

County Administrative Officer/Fiscal Analyst

P.O. Box 6

For the CONTRACTOR:

Shane Phillips

Project Manager

600 University Street, Suite 610

ENTIRE CONTRACT

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

IN WITNESS WHEREOF, representatives of both the CONTRACTOR and the COUNTY executed this CONTRACT the date(s) so noted below.

CONTRACTOR

Moffatt & Nichol

R. Shane Phillips

Digitally signed by R. Shane Phillips
DN: C=US, E=sphillips@moffattnichol.com,
O=Moffatt & Nichol, OU=SEA Business Unit,
CN=R. Shane Phillips
Date: 2022.01.24 18:10:54-08'00'

Shane Phillips, Project Manager

Date

BOARD OF COUNTY

COMMISSIONERS

PACIFIC COUNTY, WASHINGTON



Lisa Olsen, Chair

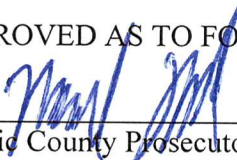


Frank Wolfe, Member



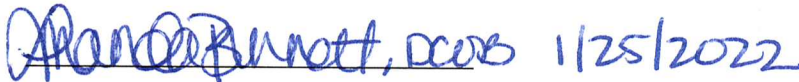
Mike Runyon, Member

APPROVED AS TO FORM:



Pacific County Prosecutor's Office WSBA# 33048

ATTEST:

 1/25/2022

Marie Guernsey, Clerk of the Board