



## **AGENDA**

### **DISTRICTING COMMISSION**

**223 East 4<sup>th</sup> Street, Room 160  
Port Angeles, Washington  
February 22, 2021 – 1 p.m.**

#### **\*\*ATTENTION\*\***

In response to the current Governors order Clallam County has moved Phase 2 of the Healthy Washington Roadmap to Recovery Plan. To be in compliance with the Healthy Washington Roadmap to Recovery Plan the following general requirements for COVID safety for meetings held in the Board of Commissioners Board Room are as follows:

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

Meeting information can be found on the Clallam County website at:  
<http://www.clallam.net/bocc/DistrictingCommission.html>

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

If you would like to participate in the meeting via BlueJeans audio only, call 408-419-1715 and join with Meeting ID: 875 561 784

If you would like to participate in the meeting via BlueJeans video conference, visit [www.bluejeans.com](http://www.bluejeans.com) and join with Meeting ID: 875 561 784

Citizens are encouraged to make public comment in person, phone, video or in writing. Citizens with comments or questions regarding the Districting Commission may contact the Clerk of the Districting Commission at [agores@co.clallam.wa.us](mailto:agores@co.clallam.wa.us) or 360-417-2256.

### **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**

### **REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA**

### **PUBLIC COMMENT – Please limit comments to three minutes**

### **APPROVAL OF MINUTES**

- Minutes February 9, 2021

### **REPORTS AND PRESENTATIONS**

- Chair report

**AGENDA for the Meeting of February 22, 2021**  
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**BUSINESS ITEMS**

- Development of selection criteria of the application and review agreement for the Districting Master
  - Selection criteria
  - Review personal services agreement and Clallam County Code Section 3.12
  - Review/approval/acceptance of the work products of the Districting Master – partial payment under contract
- Next meeting date – March 10, 2021 – Special Meeting

**PUBLIC COMMENT – Please limit comments to three minutes**

**ADJOURNMENT**

**INSTRUCTIONS FOR SPEAKING AT A  
DISTRICTING COMMISSION MEETING:**

- Members of the public wishing to address the Commission on general items may do so during the designated times on the agenda.
- Public comment is limited to 3 minutes for each speaker subject to the Commissions concurrence.
- Individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.
- Written public comment can be emailed to the Clerk at [agores@co.clallam.wa.us](mailto:agores@co.clallam.wa.us).

These guidelines are intended to promote an orderly system for conducting a public hearing so that each person has an opportunity to be heard and to ensure that exercising their right of free speech embarrasses no one.

**Note: Written testimony presented by members of the public during the meeting is considered a public document and must be submitted to the Clerk of Districting Commission. Copies of public documents from meetings are available by contacting the Public Records Department.**

**Minute start page**

# **DISTRICTING COMMISSION**

## **Draft Minutes**

**February 9, 2021**



# CLALLAM COUNTY DISTRICTING COMMISSION SPECIAL MEETING MINUTES of February 9, 2021

## MEETING OF THE DISTRICTING COMMISSION (DC)

Chair Teichert called the meeting to order at 1 p.m., February 9, 2021. Also present were Commissioners Livingston, Collins, Hetrick-Oosterveld and McEntire. All Commissioners appeared by either video or audio. Due to Governor's Proclamation (COVID-19) in person attendance was prohibited.

## CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

## APPROVAL OF AGENDA

Teichert noted since this is a special meeting the published agenda will not be amended.

## PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on public participation and the website.
- Thomas Erickson, Port Angeles, commented on COVID.
- Clerk Gores noted that the DC received written comments from: Ed Bowen (see attached).

## APPROVAL OF MINUTES

- Minutes January 25, 2021

**ACTION TAKEN: McEntire moved to approve, Livingston second, motion carried**

## BUSINESS ITEMS

Teichert briefed the DC on the items that are included in the agenda packet for the Districting Master (DM). He noted that the Clallam County Charter requires the DC to have the DM hired by March 15. DC Commissioners discussed the Census data, request for proposals (RFP) packet, interviews, due date for RFP and the agreement/payment terms. McEntire recommended making it clear that this is for a Contractor and not a position. Collins recommended making it clear that work may be delayed due to when Census data is received.

- Review and approval of the request for proposal packet for the recruitment of the Districting Master
  - Review press release and approve

**ACTION TAKEN: Collins moved to issue the press release with March 4, 2021 as the deadline for the RFP, McEntire second, motion carried**

- Review notice for request for proposals and approve
- Review request for proposals summary sheet and approve
- Review application and approve
- Review job description and approve
- Request for proposals final packet – approve to issue to the public

**ACTION TAKEN: Collins moved to approve the RFP notice and include the summary sheet, application, and the short form job description as the final RFP packet, Hetrick-Oosterveld second, motion carried**

- Development of selection criteria of the application and review agreement for the Districting Master
  - Selection criteria
  - Review personal services agreement and Policy 560
  - Review/approval/acceptance of the work products of the Districting Master – partial payment under contract

**CLALLAM COUNTY DISTRICTING COMMISSION  
MINUTES of February 9, 2021  
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McEntire requested that the Clerk email the DC County Code Section 3.12. McEntire briefly discussed the section and requested to put on the March 10, 2021 agenda for discussion and approval of the selections criteria. Collins recommended adding to the February 22, 2021 agenda instead. DC Commissioners discussed the selection criteria for the DM, County Policy 560 and County Code Section 3.12. The DC agreed with the discussion taking place on February 22, 2021.

- Discussion on overall timeframe for the Commissions work  
Teichert mentioned that the timeframe would be dependent upon when we receive the Census data. Collins recommended adding to the March 15, 2021 agenda. There was no objection to holding the discussion on March 15, 2021.

- Review of proposed by-laws of the Districting Commission  
DC Commissioners discussed proposed changes to the by-laws.  
**ACTION TAKEN: Hetrick-Oosterveld moved to approve the bylaws as amended, McEntire second, motion carried**

- Districting Commission webpage  
Teichert noted that there is a document in the agenda packet that references where the public can find information on the DC. Collins stated his concerns with the address including BOCC. Gores noted that the webpage is included on the Board, Commission and Committee page and to get to that page you need to go through the BOCC page to get to the Board, Commission and Committee page. She noted this is more of a website structural issue and not that the DC is part of the BOCC. She mentioned that she can ask the IT Department to add the DC page to the main homepage.

- Schedule of availability of the individual Commissioners for the next 6 months
  - Confirm regular scheduled meeting date – Mondays at 1 p.m.Teichert noted that the next 3 meeting dates would be on February 22, 2021, March 10, 2021 and March 15, 2021. Collins noted there will be no meeting on February 15, 2021 and March 1, 2021. Collins discussed the meeting schedule once Census data is received. DC Commissioners discussed the meeting schedule.

- Confirm next meeting date  
Next meeting date Monday, February 22, 2021 at 1 p.m.

**PUBLIC COMMENT**

- Ed Bowen, Clallam Bay, commented on precincts, Districting Master RFP process, bylaws and public hearings.

**ADJOURNMENT**

Meeting concluded at 2:38 p.m.

Respectfully submitted,

Loni Gores, CMC  
Clerk to the Districting Commission

Approved: February xx, 2021

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# **DISTRICTING COMMISSION**

**Comments received and announced at  
the February 9, 2021 meeting**

## Gores, Alanna

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**From:** Ed Bowen <rockypt@olyphen.com>  
**Sent:** Tuesday, January 26, 2021 12:32 PM  
**To:** Gores, Alanna  
**Subject:** Districting Commission

\*\*\* EXTERNAL EMAIL \*\*\* This message was sent from outside our County network.

It appears you are the appointed staff to the Districting Commission; please verify and inform me if my assumption is correct or different/incorrect.

Looking at the web site:

[Districting Commission \(clallam.net\)](http://clallam.net)

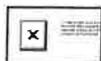
Besides the general text, it appears there is only posting links of the meeting agendas and minutes. What other postings are planned (what staff plans to support and what the commission has requested)?

Aside from the posting of meeting announcements at the Current Events page, where else might the dates be posted? (I noticed there isn't anything currently posted to the Granicus meeting page, this question is more of a planning for an upcoming meeting date than anything)

Contact for the commissioners, as a whole or individually; what is that procedure?

Thank you.

Ed Bowen



Virus-free. [www.avg.com](http://www.avg.com)

**Minute end page**

# **DISTRICTING COMMISSION**

## **Draft Minutes**

**February 9, 2021**

**DISTRICTING COMMISSION**

**CLALLAM County Code 3.12**

**3.12.010 Definitions.**  SHARE

For purposes of this chapter, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and vice versa.

- (1) "Agency" means any department, agency, commission, bureau, or other unit in the county government using supplies or procuring contractual services as provided for in this chapter.
- (2) "County" means the County of Clallam.
- (3) "Board" means the Board of Clallam County Commissioners.
- (4) "County Official" means elected officials, the County Administrator, Department Heads, and County Road Engineer appointed by the Board of County Commissioners, or their designees.
- (5) "Purchase" means, in addition to acquisition of an ownership interest of goods, materials, supplies and equipment, the lease or rental of such property, those services identified by the Board by policy or required to be bid by State law and contracting for public works.
- (6) "Supplies" means goods, supplies, materials, and equipment.
- (7) "Purchase price" means the cost of the item or service, taxes, shipping, and all other fees.
- (8) "Public work" means those projects contemplated by RCW Title 39.

**3.12.020 Exemptions.**  SHARE

The following are exempt from the bidding provisions of this chapter:

- (1) Services except as otherwise provided by the Board by policy and those services required to be bid by State law;
- (2) The purchase of insurance and bonds;
- (3) Those purchases of goods, materials, supplies, and equipment to be made at a public or private auction where the items can be obtained at a competitive price.

**3.12.030 Provisions mandatory.**  SHARE

Except as provided herein, it shall be unlawful for any County Official to make any purchase within the scope of this chapter contrary to the provisions thereof and any such purchase shall be ultra vires and the County shall not be bound thereby unless so approved by the Board.

**3.12.040 Multiyear contracts authorized.**  SHARE

In no event shall contracts for purchases exceed five years in length. Contracts which are let for a term less than five years may be extended, for a total period not to exceed five years, without the necessity of complying with the bid solicitation processes contained therein, but only if the additional years were requested to be bid in the bid specifications.

**3.12.050 Purchases under \$25,000.**  SHARE

- (1) All purchases estimated to have a purchase price in an amount less than \$5,000, and public works estimated to involve less than \$10,000, may be made without observing a bid solicitation process. It is the

intent of this chapter that County Officials have flexibility and discretion for the expenditure of funds for minor purchases and public works.

(2) For all purchases estimated to have a purchase price in an amount between \$5,000 and \$25,000 inclusive, the County Official shall secure written bids from at least three different vendors whenever possible to assure that a competitive price is established and for awarding the contract for the purchase to the lowest responsible bidder. The solicitation of bids may be made by telephone, mail, electronic facsimile, or electronic mail. Bids shall be in writing, which includes prices published by vendors such as catalogs and/or advertisements, electronic facsimile, and electronic mail.

Immediately after the award is made, the solicitation and written bids shall be recorded in the records of the office or department, open to public inspection and made available by telephone inquiry.

A copy of the record or written bid shall be attached to the voucher submitted to the County Auditor for payment, along with a copy of any contract, invoice, or purchase order and shall clearly identify that the purchase was made pursuant to this section. Alternatively, the Board may establish procedures for the recording of bids and/or indexing of contracts.

(3) At least twice each year, the Clerk of the Board shall publish in the County's legal newspaper a notice of the existence of vendor lists and shall solicit the names of vendors for the lists. For purchases, solicitations for bids shall be made to those on the vendor lists. Nothing herein shall preclude the direct solicitation of bids from vendors not on the vendor list in addition to the use of the vendor lists.

(4) A list of the contracts awarded or purchases made pursuant to subsection (2) of this section shall be posted at least once every two months by the Auditor upon information provided by County Officials. The list shall contain the name of the vendor awarded the contract or purchase, the amount of the contract or purchase, a brief description of the items purchased, the date of award, and the location where the bids for these contracts or purchases are available for public inspection.

### **3.12.060 Formal purchasing procedures.** SHARE

(1) For all purchases estimated to have a purchase price in an amount in excess of \$25,000 or \$10,000 for public works, sealed bids shall be solicited by notice published at least one time each week for two consecutive weeks in the legal newspaper for the County. The first publication shall occur at least 13 calendar days prior to the last date upon which bids will be received and the latest publication shall occur at least five calendar days prior to bid opening.

(2) For purchases hereunder, it shall be the duty of each County Official to implement those provisions by:

(a) Preparing specifications, quantity requirements, and bid forms and initiating the requested bid procedures;

(b) Preparing advertisements and calls for bids for Board consideration establishing:

(i) The date, hour, and manner of bid acceptance and the time after which bids will not be received;

(ii) The character of the work to be done, or the materials, supplies, equipment or services to be purchased; and

(iii) Where the specifications may be seen or obtained;

(c) Filing a copy of bid specifications with the Clerk of the Board and providing copies of bid documents for vendors;

(d) Ensuring the Clerk of the Board receives and holds bids for the Board until time of opening. Bids shall be submitted sealed to the Clerk of the Board and shall be identified as bids on the envelopes and shall further identify the project for which the bid or qualification is submitted and the bid opening date. Bids shall be opened and read in public at a meeting of the Board at the time and place stated in the public notices;

(e) Tabulating, evaluating, and submitting recommendations of award, and preparing and transmitting notification of award to successful bidders upon approval of the Board;

(f) Maintaining records on bid solicitation and submissions, and the contractor's performance of its contract responsibilities.

(3) No bids shall be submitted by electronic facsimile or electronic mail.

(4) Nothing herein shall be construed to apply to public works projects subject to the small works roster.

**3.12.070 Awarding of bids/lowest responsible bidder.**  SHARE

(1) Contracts may be awarded to the lowest responsible bidder or any or all bids may be rejected for good cause after bid opening, and further calls for bids may be made in the same manner as the original call. Immaterial irregularities in bid proposals may be waived. Timely receipt of bids by the Clerk of the Board is deemed material and bids not received by the Clerk of the Board by the time specified shall not be considered by the Board. When determining "lowest responsible bidder," in addition to price, the following shall be considered:

(a) The ability, capacity, and skill of the bidder to perform the contract;

(b) Whether the bidder can perform the contract promptly, or within the time specified, without delay or interference;

(c) The bidder's ability to perform the contract in a manner that is conducive to the prudent use of energy and natural resources;

(d) The quality of performance of previous contracts with the County or with other contractees;

(e) The sufficiency of financial resources. If it is known that a contractor is in default on the payment of taxes or other public monies due the County, State, or federal government it shall not have its bid accepted;

(f) The quality, availability, and adaptability of the supplies or contractual services to the particular use required;

(g) The ability of the bidder to provide future maintenance and service for the subject of the contract;

(h) The number and scope of conditions attached to the bid;

(i) The contractor's character, integrity, judgment, and reputation in the community and industry.

(2) When bids are not rejected and a contract is not awarded to the lowest bidder, a full and complete statement of the reasons therefor shall be prepared by the County Official and retained with any other papers relating to the transaction.

(3) If two or more lowest responsible bids are essentially equivalent in quality, cost, and ability to perform, the contract shall be awarded to one of the lowest responsible bidders by drawing lots in public view.

(4) "Good cause" as used in subsection (1) of this section means, but is not limited to:

(a) Unavailable, inadequate, ambiguous specifications, terms, conditions, or requirements were cited in the solicitation;

(b) Specifications, terms, conditions, or requirements have been revised;

(c) The supplies or services being contracted for are no longer required;

(d) The solicitation did not provide for consideration of all factors of cost to the agency;

(e) Bids received indicate that the needs of the agency can be satisfied by a less expensive article differing from that for which the bids were solicited;

(f) All otherwise acceptable bids received are at unreasonable prices or only one bid is received and the agency cannot determine the reasonableness of the bid price;

(g) No responsive bid has been received from a responsible bidder; or

(h) The bid process was not fair or equitable.

(5) Negotiations can be entered into exclusively with the lowest responsible bidder in order to determine if the lowest responsible bid may be improved. This negotiation opportunity shall not be used to permit a bidder to change a nonresponsive bid into a responsive bid.

(6) A low bidder who claims error and fails to enter into a contract is prohibited from bidding on the same purchase or project if a second or subsequent call for bids is made for the purchase or project.

### **3.12.080 Single source vendors.** SHARE

(1) Solicitation of bids may be dispensed with where the purchases are clearly and legitimately limited to a single source of supply or which involve special facilities or market conditions. Terms may be established by direct negotiation.

(2) Any contract let under the provisions of this chapter shall be supported by a report setting forth the factual basis for not soliciting bids which report shall be open to public inspection.

(3) Used goods, materials, supplies, or equipment may be purchased under this section due to the uniqueness of the condition, features, and wear and tear of the item.

### **3.12.090 Specifications.** SHARE

(1) Unless otherwise specifically provided in the bid specifications, reference to any goods, materials, supplies, or equipment by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. All bids that offer a different trade

name, make, or catalog number shall state whether the item offered is equal to the specification or an alternate and shall supply literature, if available, along with the bid. Bid specifications shall include a summary of this section. The County Official soliciting the bid shall determine whether the item is equal or alternate and such determination is final.

(2) In the event of discrepancies or omissions in the bid specifications, or ambiguity as to their meaning, the bidder shall immediately notify the County Official soliciting the bid who may issue written instructions and/or addenda and provide copies thereof to all those prospective bidders to whom specifications have been provided. Oral representations shall not be made and bidders shall not rely upon them except when made in a pre-bid conference that all prospective bidders may attend.

(3) Options to be exercised by the County to extend the term of a contract or increase the quantity of the goods, materials, supplies, equipment, or services to be purchased shall, if desired, be included in the specifications.

### **3.12.100 Dollar limit adjustments.** SHARE

The dollar limits set forth in this chapter shall be adjusted automatically to reflect changes in limits established by the State Legislature in RCW [36.32.245](#), [36.32.250](#), and [39.04.155](#), as now or hereafter amended, and those limits are incorporated herein by reference as if fully set forth.

### **3.12.110 Small works roster – Public works.** SHARE

(1) A small works roster shall be maintained for public work projects and shall be comprised of all contractors requesting inclusion and who are, where required by law, properly licensed or registered to perform work in the State of Washington. Whenever possible, participation by women and minority contractors shall be actively solicited. Bids provided in response to a solicitation hereunder shall be in writing and may include prices published by vendors such as catalogs and advertisements, electronic facsimile, and electronic mail.

(2) At least once a year, a notice of the existence of the roster shall be published in a newspaper of general circulation and names of contractors shall be solicited for the roster. In addition, responsible contractors may be added to the roster at any time they submit a written request and necessary records. As a condition of being placed on the roster, eligible contractors shall complete forms prescribed by the County and file information and certifications as determined by the County.

(3) The solicitation of bids may be made by telephone, mail, electronic facsimile, or electronic mail. Solicitations for bids shall include the date, hour and manner of bid submissions, the time after which bids will not be received, and an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. Detailed plans and specifications need not be included in the solicitation. Immediately after the award is made, the bids shall be recorded in the records of the office or department, open to public inspection, and made available by telephone inquiry. A copy of the record or written bid shall be attached to the voucher submitted to the County Auditor for payment, along with a copy of any contract, invoice, or purchase order and shall clearly identify that the purchase was made pursuant to this chapter.

(4) Whenever projects are done by contract for which the estimated cost is greater than \$10,000 but less than \$200,000, in lieu of utilizing formal bid procedures, proposals from appropriate contractors on the small works roster may be invited. Whenever possible, not less than five (5) separate appropriate contractors shall be requested to submit proposals on any individual contract. Solicitations may be invited from all appropriate contractors. However, if the estimated cost of the work is from \$100,000 to \$200,000, contractors not contacted by the County shall be notified that bids on the work are being sought. Such notice to the remaining contractors may be made by:

(a) Publishing notice in a legal newspaper in general circulation in the area where the work is being done;

(b) Notice by first class mail; or

(c) Notice by electronic facsimile or electronic mail.

(5) Whenever public works projects are done by contract for which the estimated cost is greater than \$10,000 but less than \$35,000, in lieu of utilizing the procedures contained in subsection (4) of this section bids may be solicited from a minimum of three (3) contractors on the small works roster. A list of contractors contacted for projects and the contracts awarded during the previous twenty-four (24) months under this subsection shall be maintained including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date of contract award.

(6) Once a contractor on the small works roster has been offered an opportunity to submit a proposal, that contractor shall not be offered another opportunity on any contract until all other appropriate contractors, including minority and women contractors, have been afforded an opportunity to submit a proposal on a contract.

(7) When considering awarding a public work contract under this section, the contract shall be awarded or bids rejected in conformance with the process set forth in CCC 3.12.070, except insofar as inconsistent with the provisions herein.

(8) A list of the contracts awarded hereunder, except for limited public works projects, shall be posted at least once every year. The list shall contain the name of the vendor awarded the contract, the amount of the contract, a brief description of the items purchased, the date of award, and the location where the bids for these contracts are available for public inspection.

(9) Every effort shall be made to equitably distribute the available work among all contractors on the roster so that no contractor or contractors are favored.

### **3.12.120 Bid deposit.** SHARE

(1) In addition to those bids requiring a deposit pursuant to State law, the County may require a bid deposit in an amount not less than five (5) percent of the total bid for purchases made hereunder. If required, such requirement shall be included in the bid specifications.

(2) Bid deposits shall be in one or more of the same forms authorized by State law for public works contracts.

(3) If the bidder to whom a contract is awarded fails to enter into a contract consistent with the bid proposal or fails to furnish a required contractor's bond, within ten (10) days after the notice of award, the bid deposit may be forfeited to the County and the contract may be awarded to the next lowest responsible bidder. Furthermore, a low bidder who claims error and fails to enter into a contract is prohibited from bidding on the same purchase or public work if a second or subsequent call for bids is made for the purchase or public work.

(4) Bid deposits may be returned, except for the apparent three (3) lowest responsible bidders, at any time after bid opening.

(5) The bid deposits of all unsuccessful bidders shall be returned after the contract is awarded, the contract is executed by the successful bidder, and the contractor's bond is furnished and accepted by the County.

### **3.12.130 Contractor's bond.** SHARE

All performance and payment bonds provided pursuant to State law shall be issued by a surety company as surety who must agree to be bound by the laws of the State of Washington and subject to its jurisdiction. No bonds issued by individual sureties shall be accepted. Bonds shall be in a form consistent with State law.

**3.12.140 Contract execution.**

(1) The Board shall execute any contract, but may, by policy, delegate signing authority to County Officials, excluding their designees, for any such contracts and/or change orders hereunder. Notwithstanding a delegation of signing authority by the Board, nothing herein is intended to preclude County Officials from presenting the contract to the Board for its action.

(2) Where the Board has executed the contract and the contract provides for an option to extend the term of the contract or increase the quantities to be purchased, the County Official responsible for the management of that contract shall have the authority to exercise the option and execute any documents necessary to do so.

(3) All purchases and/or services shall be evidenced by a purchase order, invoice, contract of sale or the like. The Board shall establish, by policy, the requirements for written contracts.

**3.12.150 Bond sale procedures.**

Bonds shall be sold or refunded in the manner provided in State law.

**3.12.160 Subdivisions prohibited.**

No purchase shall be subdivided for the purpose of having a lesser dollar limit and, consequently, less formal procedures apply. Simultaneous purchases which, though similar, are unrelated or otherwise not constituent parts of a separate project, do not constitute subdivisions for purposes of this section.

**3.12.170 Insurance and official bonds.**

The purchase of insurance or official bonds may be made by direct negotiation without soliciting bids and the Board shall award purchases based upon the following:

- (1) Cost;
- (2) Company rating by A.M. Best, Standard and Poor, Moody and/or such other rating service recognized and relied upon in the insurance industry;
- (3) Loss control services;
- (4) Claims administration;
- (5) Any other factors that a prudent person would consider when acquiring insurance or faithful performance bonds.

Records of all proposals, communications, and investigations leading to the award shall be retained.

**3.12.180 Policies authorized.**

The County Administrator or his designee shall have authority to promulgate any rules, procedures, or policies necessary to implement:

- (1) This chapter that are not inconsistent herewith;

(2) State statutes, as now or hereafter amended, authorizing direct or competitive negotiation which are not inconsistent therewith including, but not limited to, RCW 39.04.270 (Electronic Data Processing and Telecommunications Systems); Chapter 39.80 RCW (Architectural and Engineering Services); RCW 39.04.155 (Small Works Roster); or such other statutes as the Legislature may adopt or amend now or in the future.

**3.12.190 Architects and engineers.**  SHARE

The services of architects and engineers who are licensed to practice under the authority of Chapter 18.08, 18.43, or 18.96 RCW shall be acquired pursuant to the procedures set forth in Chapter 39.80 RCW, as now or hereafter amended, and any rules, procedures or policies promulgated in compliance with this chapter.

**3.12.200 Electronic data processing and telecommunications systems.**  SHARE

Electronic data processing and telecommunications equipment, software or services shall be acquired pursuant to the procedures set forth in RCW 39.04.270, as now or hereafter amended, and any rules, procedures, or policies promulgated in compliance with this chapter.

**3.12.210 Emergencies.**  SHARE

(1) An "emergency" means unforeseen circumstances beyond the control of the County that either:

(a) Present a real, immediate threat to the proper performance of essential functions; or

(b) Will likely result in material loss or damage to property, bodily injury or loss of life if immediate action is not taken.

(2) If an emergency exists, the Board of Commissioners may declare an emergency and award all necessary contracts for purchases or public works on behalf of the County to address the emergency without complying with any of the other provisions of this chapter. In situations requiring an immediate declaration of emergency, the County Administrator may, after making a reasonable attempt to contact each available Commissioner, declare the existence of an emergency. If the County Administrator is unavailable, the Public Works Director, Sheriff, Prosecuting Attorney, Public Health Officer, or Director of the Department of Community Development, in that order, may, after making a reasonable effort to contact each available Commissioner, declare such emergency. All emergencies declared by other than the Board of Commissioners shall be before the Board of Commissioners at their next regular meeting for ratification.

(3) If a contract is awarded under the authority of this section, a written finding of the existence of the emergency shall be made by the County Official and filed in the records of that official's office or department no later than two (2) weeks following the award of the contract.

(4) Any contract entered into hereunder shall contain provisions allowing the County to terminate the contract for convenience or because of the conclusion of the emergency. Such contract termination provisions shall provide that the County shall pay to the contractor only that portion of the contract price corresponding to work completed to the County's satisfaction prior to termination, together with costs necessarily incurred by the contractor in terminating the remaining portion of the work, less any payments previously made.

**3.12.220 Cooperative purchasing.**  SHARE

(1) The County may join with other units of local, State, or Federal government in cooperative purchasing plans pursuant to Chapter 39.34 RCW or any other authorizing statute to the extent permitted by State law.

(2) Any such plan shall provide that each of the participating units of government shall be separately invoiced by the vendors or service providers for purchases made under such plans and that the County shall not be obligated for any purchases other than those required for its own use and supplied pursuant to the request of the County.

(3) Any proposed plan shall be approved by the Board.

**3.12.230 Intergovernmental purchases.**  SHARE

Purchases or services may be obtained from local, State, or Federal entities upon direct negotiation without complying with the procedures specified herein.

**3.12.240 State law.**  SHARE

Except as provided for herein, the provisions of State law control the purchase of goods, material, supplies, equipment, services, and the contracting for public works.

**3.12.250 Repealer.**  SHARE

The following resolution and ordinances are repealed and of no force or effect: Resolution 1, 1977; Ordinance No. 76, 1977; No. 165, 1982; No. 226, 1984; No. 355, 1989; No. 441, 1991; No. 562, 1995; and No. 695, 2000.

**3.12.260 Severability.**  SHARE

If any section, subsection, paragraph, sentence, clause, or phrase of this chapter is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this chapter; it being herein expressly declared that this chapter and each section, subsection, paragraph, sentence, clause and phrase thereof would have been adopted irrespective of the fact that one or more other sections, subsections, paragraphs, sentences, clauses, or phrases be declared invalid or unconstitutional.

**3.12.270 Effective date.**  SHARE

This chapter shall take effect ten (10) days after adoption.

**DISTRICTING COMMISSION**  
**Personal Services Agreement**



### PERSONAL SERVICES AGREEMENT

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

Name:

Address:

Phone N<sup>o</sup>:

(hereinafter called "Contractor").

This Agreement is comprised of:

- Attachment A - Scope of Work
- Attachment B - Compensation
- Attachment C - General Conditions
- Attachment D - Special Terms and Conditions
- Attachment E (specify) -

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

The term of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and shall, unless terminated as provided elsewhere in the Agreement, terminate on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_

\_\_\_\_\_  
Mark Ozias, Chair

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

ATTEST:

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

\_\_\_\_\_  
Loni Gores, Clerk of the Board

Originals: BOCC  
Vendor  
Initiating Department  
Copies: 5

**SCOPE OF WORK**

**COMPENSATION**

1.  **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of \_\_\_\_\_ DOLLARS (\$) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than  monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify) \_\_\_\_\_ .

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

**OR**

**b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

***Name/Position***

***Hourly Rate***

Payments for completed tasks shall be made no more frequently than  monthly;  quarterly;  semi-annually;  annually;  at completion of project;  other (specify) \_\_\_\_\_ .

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) \_\_\_\_\_ .

In no event shall Contractor be compensated in excess of \_\_\_\_\_ DOLLARS (\$) for the completed work set forth in Attachment "A."

**2. AND**

**a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

**OR**

**b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

**OR**

**c.** Other (specify): \_\_\_\_\_

### GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
  - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
  - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
  - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement.
  - (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

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

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
  - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.  
  
In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
  - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name:

Title:

Address:

Telephone:

E-mail:

Fax:

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
  - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
  - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
  - (c) Special Terms and Conditions (Attachment D); and
  - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

**SPECIAL TERMS AND CONDITIONS**

1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- With each request for payment.
- Monthly.
- Quarterly.
- Semi-annually.
- Annually.
- Project completion.
- Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.

2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

- COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death	\$	per occurrence
	\$	aggregate
Property damage	\$	per occurrence
	\$	aggregate
- ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)**

	\$	per occurrence
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- WORKERS COMPENSATION:**

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

Bodily injury, liability, including death	\$	per occurrence
	\$	aggregate
Property damage liability	\$	per occurrence
	\$	aggregate
- BUSINESS AUTOMOBILE LIABILITY:**

	\$	per occurrence
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If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

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

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

- 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed \_\_\_\_\_ Dollars (\$) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.

- 4. Other (specify):.