

# **Jefferson County, Washington**



## **REQUEST FOR PROPOSALS**

### **An Assessment and Implementation Plan for Equivalent Residential Units for Jefferson County's Master Planned Resorts**

**ISSUED: April 26, 2022**

**Proposals Due:  
May 26, 2022**

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## **1.0 GENERAL INFORMATION**

### **1.1 INTRODUCTION**

Jefferson County Department of Community Development (“DCD”) solicits interest from qualified consulting firms who wish to be considered for assessing the methodology and approach used to ensure that the cap on development for Jefferson County’s two Master Planned Resorts is not exceeded, and that the data or “count” is readily available for stakeholders, including the general public, developers and county staff, with the overall objective of improving transparency and compliance with Jefferson County Code. The successful proposal will result in a process that is more easily updated, maintained, and accurate.

Qualified consulting firms are encouraged to submit Statements of Qualifications (“SOQ”). Jefferson County will be selecting firms registered with the Municipal Research Service Center of Washington or those who respond to this Request for Proposal (“RFP”) as published in the Seattle Daily Journal of Commerce or the Jefferson County/Port Townsend Leader, the county’s newspaper of record. Persons submitting proposals are called Consultants or Proposers, and must have professional and business licenses required by the State of Washington and a demonstrable expertise in the disciplines necessary to accomplish the services.

### **1.2 BACKGROUND**

In Jefferson County there are two Master Planned Resort(s) (“MPR”)s, Port Ludlow and the designated, yet undeveloped, Pleasant Harbor MPR in the Brinnon Community. The Port Ludlow and Pleasant Harbor Master Planned Resorts also have sites zoned for commercial development

#### **1.2.1 Port Ludlow Master Planned Resort**

A Master Plan was prepared for the Port Ludlow MPR in 1999, and incorporated into the County Comprehensive Plan’s goals and polices. The goals and policies identified by the community focus on maintaining and enhancing Port Ludlow’s recreational and community amenities and preserving the community’s lifestyle. In order to do this, and limit develop to a level identified in the Port Ludlow Environmental Impact Statement of 1993, Jefferson County Code (JCC) Title 17.45 (see the hyperlink below under 1.3.3) provides for exactly 2,575 “Measurement Equivalent Residential Units” (MERU’s) that may be used for both commercial and residential development, with a limit of 2,250 for residential dwelling units. This code uses the term “MERU” or “measurement ERU” to distinguish the meaning and use of the term “equivalent residential unit” from its more common application to water and sewer utility issues. In this code, “MERU” and “measurement ERU” are defined as set forth in JCC 17.45.030. The terms define the measurement and transfer mechanism for future development within the MPR boundaries. MERUs can be allocated and transferred between commercial and residential development depending on need, but residential development cannot exceed the 2,250 MERU limit.

## **1.2.2 Pleasant Harbor Master Planned Resort**

**Pleasant Harbor Master Planned Resort:** The land use designation was established in 2008, and a final Supplemental Environmental Impact Statement capped the maximum number of development units at 890 with 52 units designated for staff housing and no more than 65% dedicated to time-share and short-term rental units, leaving approximately 293 units for permanent housing. The Pleasant Harbor MPR provides a mixture of visitor-oriented transient accommodations, secondary homes, recreational facilities, and supporting commercial facilities, with a cap of 56,608 square feet of commercial development allowed.

Approval of the Pleasant Harbor Master Planned Resort development regulations was made by the Board of County Commissioners in 2018 through Ordinance No. 03-0604-18, and a development agreement approved through Ordinance No. 04-0604-18. This ordinance establishes zoning and provides for a phased development plan for the Pleasant Harbor Master Planned Resort, but does not utilize the MERU concept or designation. See section 1.3.3 for Pleasant Harbor 17.60.070 Resort cap and residential use restrictions.

## **1.3 SCOPE OF THE PROJECT**

The County is seeking professional services to assist with tasks associated with the evaluation and possible revision of its current system, reconciliation and new update of the MERU count, and recommendations for system improvements and/or possible maintenance of the system for the County for both MPRs. This RFP section describes the project and the anticipated scope of services, and the terms and conditions which should be considered when responding to this RFP.

### **1.3.1 Proposed Contract**

A professional services agreement will be executed to contract these services. An example of the contract is included in this RFP as Appendix A.

### **1.3.2 Scope of Work**

Consultants shall prepare a scope of work that outlines their approach to developing a transparent, coherent process and system for maintaining and updating the development count, by assessing the methodology and approach used to develop MERUs for the purpose of improving the system, and ensuring that it is readily available for stakeholders, including the general public, developers and county staff. The successful proposal will result in a process that is more easily updated, maintained and accessible.

The County desires to evaluate its current system for maintaining the count, reconcile the current count with other County records, and explore other systems, to include a system to track the development/density cap for the County's newest MPR, Pleasant Harbor.

The consultant selected will demonstrate their ability complete the following tasks:

- 1 Schedule a kickoff meeting with County staff, and stakeholders interested in the project deliverables, and knowledgeable regarding current practices
- 2 Evaluate of the current MERU count system maintained as a series of Excel Spreadsheets.
- 3 Prepare a preliminary draft summary report that recommends improvements and/or new systems or approaches to maintaining the count, for both Port Ludlow and Pleasant Harbor Master Planned Resorts, and meet with County Staff to discuss the findings and conclusions of the report.
- 4 Evaluate new systems or approaches in relation to the County's new permitting software system Energov to explore the possibility of integration with the new system.
- 5 Reconcile the current count with other County records such of the Assessor's data on existing development and produce a new update to the count.
- 6 Schedule an evaluation meeting with stakeholders (MPR developers and members of the community with an interest) where proposed options are shared for continued and on-going up-to-date maintenance of the system and count, and a preferred option is selected.
- 7 Implement the County's preferred option for the Port Ludlow MPR, which includes a standard operating procedure and webpage.
- 8 Implement the County's preferred option for Pleasant Harbor MPR, which includes a standard operating procedure and webpage.

### **1.3.3 Existing MERU Data**

A copy of Jefferson County's current MERU count is available on the County website:

<https://co.jefferson.wa.us/1578/Equivalent-Residential-Units-MERU>

Applicable code for Port Ludlow and Pleasant Harbor MPRs:

Port Ludlow:

<https://www.codepublishing.com/WA/JeffersonCounty/#!/JeffersonCounty17/JeffersonCounty1745.html#17.45>

Pleasant Harbor 17.60.070 Resort cap and residential use restrictions:

<https://www.codepublishing.com/WA/JeffersonCounty/#!/JeffersonCounty17/JeffersonCounty1760.html#17.60>

### **1.3.4 Contract**

Compensation: Applicants are to submit a compensation proposal with their package.

Compensation should include an hourly rate, travel costs, and all other costs that would be

billed to Jefferson County if the applicant's proposal is accepted and memorialized into a contract.

## **2.0 PROCUREMENT PROCESS**

The following describes the process for selecting a consultant.

### **2.1 EQUAL EMPLOYMENT OPPORTUNITY**

Discrimination in any phase of contracted employment, consultant activities, contracting activities, and training is prohibited by Title VI of the Civil Rights Act of 1964, Section 162(a) of the Federal-Aid Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Justice System Improvement Act of 1979, the Americans with Disabilities Act of 1990, the Civil Rights Restoration Act of 1987, 49 CFR Part 21, the Washington State Law Against Discrimination, Chapter 49.60 RCW, and other related laws and statutes. The referenced legal citations establish the minimum requirements for affirmative action efforts and define the basic nondiscrimination provisions required by this RFP.

### **2.2 DISADVANTAGED, MINORITY AND WOMEN'S BUSINESS ENTERPRISES PARTICIPATION**

Jefferson County encourages participation in all of its contracts by Disadvantaged, Minority and Women's Business Enterprises (MWBE) as certified by the Office of Minority and Women's Business Enterprises (OMWBE) and defined in WAC 326-02-030. Nevertheless, unless required by federal law, no preference will be given for meeting voluntary goals for MWBE participation in the evaluation of proposals; and proposals will not be rejected or considered non-responsive due to a failure to meet voluntary goals. Bidders may contact OMWBE to obtain information on certified MBE/WBE firms.

Persons with disabilities may request this information be prepared and supplied in alternate formats by calling (360) 379-4465.

### **2.3 TITLE VI OF THE CIVIL RIGHTS ACT**

Jefferson County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

### **2.4 DESIRED QUALIFICATIONS**

The selected consultant should have the following criteria:

- Strong knowledge and experience in accounting and computer data base systems;

- Capability of completing multiple tasks in a timely manner;
- Effective project management skills, with an ability to complete deliverables on time and within budget;
- Strong written, verbal, and interpersonal communication skills;
- Effectively participate in stakeholder meetings;
- Ability to prepare technically sound planning reports;
- A history of performing consulting services for at least seven years;
- A business entity rather than a sole proprietorship is preferred; and
- Ability to contract with Jefferson County under all the terms and conditions in Appendix A.

## **2.5 EXAMINATION OF RFP**

Each Proposer shall be solely responsible for reviewing and examining the RFP, with appropriate care, including any supplements; addenda; clarification notices issued by Jefferson County; and investigating and informing itself of any and all Project conditions and circumstances that may in any way affect the contents of the proposal. The Proposer bears the risk of all consequences of any failure to thoroughly investigate all relevant Project and Project site conditions and circumstances as described herein.

## **2.6 COMMUNICATIONS**

Jefferson County's representative for receiving Proposer questions and all other communications about the Project and the RFP is as follows:

All SOQs shall be emailed to:  
David Wayne Johnson, Associate Planner  
Jefferson County Community Development Department  
621 Sheridan Street  
Port Townsend, Washington 98368  
Phone: (360) 379-4465  
Email: [dwjohnson@co.jefferson.wa.us](mailto:dwjohnson@co.jefferson.wa.us)

All discussions shall be with the County Representative, except for those communications permitted by the RFP. Proposals shall be submitted to David Wayne Johnson in accordance with Section 3 of this RFP.

Any response to questions, RFP clarifications, or other such information between April 26, 2022 and May 26, 2022, can be found at here.

<https://www.co.jefferson.wa.us/1579/MERU-Request-for-Proposals---Available-A>

It is recommended the Proposer visits this site before submitting the SOQ.

## **2.7 JEFFERSON COUNTY'S RIGHTS**

Jefferson County reserves the right, at its sole discretion, to:

- Appoint evaluation committees to review proposals;
- Investigate the qualifications of any Proposer;
- Seek or obtain data from any source related to the proposals;
- Require confirmation of information furnished by a Proposer;
- Hold meetings and conduct discussions and correspondence with the Proposers to seek an improved understanding and evaluation of the responses to this RFP;
- Require additional information from a Proposer concerning its proposal;
- Seek and receive clarifications to a proposal;
- Modify the RFP process;
- Waive minor deficiencies and irregularities in a proposal;
- Reject any or all of the proposals;
- Cancel, modify or withdraw the RFP;
- Issue a new RFP; and
- Conduct negotiations with the Apparent Best Proposer prior to award of the Contract.

The RFP does not commit Jefferson County to enter into a Contract or proceed with the procurement described herein. No unsuccessful Proposer shall be entitled to reimbursement of its costs in connection with the RFP.

## **3.0 PROPOSALS**

### **3.1 SUBMITTAL DUE DATE, TIME, AND LOCATION**

Proposals must be submitted via email to the following location contact prior to **4:00 p.m., Pacific Time, on May 26, 2022.**

Proposals shall be signed by an individual who is authorized to bind the Proposer to the proposal and Appendix A. The proposal shall indicate the title or position that the individual holds and the person's name shall be typed below the signature. Firms who normally sign their contracts with the name of the firm must provide separately the name of a corporate officer for signature validation by the County. A proposal may be signed by the agent of the Proposer only if the Proposer is a corporation, the agent is an officer of that corporation, and the Proposer has authorized the agent to sign contracts on its behalf. Any proposal that does not meet all these signature requirements shall be rejected.

Joint proposals shall identify one person or entity responsible for contract performance.

Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.

Respondents will send one (1) digital copy of their Statement of Qualifications to:

All proposals shall be emailed to:  
David Wayne Johnson, Associate Planner  
Jefferson County Community Development Department  
621 Sheridan Street  
Port Townsend, Washington 98368  
Phone: (360) 379-4465  
Email: [dwjohnson@co.jefferson.wa.us](mailto:dwjohnson@co.jefferson.wa.us)

Any proposal that fails to meet the deadline or delivery requirement will be rejected without having been considered or evaluated.

### **3.2 SUBMITTAL REQUIRMENTS**

Proposals shall be typed or printed, shall be consecutively numbered, shall mirror the numbering order used in this RFP, shall be written in English, shall be legible and reasonably organized and submitted in in Adobe Acrobat (pdf) format. The quality, clarity, and organization of the proposal shall be one of the evaluation criteria in the Jefferson County's selection.

The Proposer shall organize the SOQ using the following section headings, order of documents, and maximum number of pages:

**Table 3.2**

<b>Section</b>	<b>Section Title</b>	<b>Maximum Pages</b>
1	Introduction Letter	2
2	Project Experience and Firm Qualifications	12
3	Project Proposal	3
4	Key Personnel	10
5	References	2
Appendix A	Resumes for Key Personnel	2 pages per person

The proposal must include the following:

- Parent company (if applicable)
- State of incorporation
- Federal tax identification number
- Washington State UBI number
- The Introduction Letter must be signed by a firm principal with the authority to bind the business entity.
- A description of the consulting firm’s areas of expertise, including description of each team member and their qualifications to complete the work and who will serve as project manager.
- A statement that the firm can devote sufficient staff and other resources to complete the project within the schedule and budget.
- Examples of past projects of similar work.
- Curriculum vitae or resume for each person expected to work on this project.
- Describe the project team, including any sub-consultants.
- A minimum of three references.
- Description of the Proposer’s ability to sign a contract with Jefferson County in substantially the same form as in Appendix A.

All proposals become the property of Jefferson County and will not be returned.

Jefferson County will not be liable for any cost incurred by consulting firms to prepare a proposal submittal, to prepare for and attend an interview, or any other activities related to responding to this RFP.

## 4.0 SELECTION CRITERIA AND ESTIMATED TIMEFRAME

The selection committee will evaluate all proposals received by the due date and will interview the most qualified firms based on responses to the above submittal requirements section.

The consultant selection process will be based on:

- Experience in the subject area;
- Experience working in Jefferson County or similar rural jurisdiction in Puget Sound;
- Firm's understanding and approach to the project;
- Clear identification of roles and responsibilities for project management and work.
- Capacity to perform the work, based on firm's personnel, experience, and statement of commitment and availability to the project and schedule.
- Overall quality of proposal in terms of completeness, organization, responsiveness, content, and presentation.
- Ability to perform under contract provisions in Appendix A.
- Positive responses from references.

The award of the contract shall be to the highest ranked proposal. If the selected Proposer defaults, Jefferson County may then select the next ranked proposal and award the contract accordingly. The Proposer on the next ranked proposal then becomes the Selected Proposer.

Jefferson County wants to contract with a consultant as expeditiously as possible so that the selected consultant can begin work on this project as soon as possible. The selected consultant will be required to execute a Consultant's Contract with the County. The following is the estimated timeframe for consultant selection:

Proposals Due to DCD:	Thursday, May 26, 4pm
Consultant Interviews:	June 3, 2022
Consultant Selected:	June 10, 2022

## **5.0 SIGNIFICANT DEADLINES**

This section identifies some of the important due dates for MERU tasks.

Tasks 1 to 3:	October 15, 2022
Tasks 4 to 6:	November 30, 2022
Tasks 7 and 8:	January 1, 2023

## **6.0 PUBLIC RECORDS**

Information submitted in response to this RFP that is proprietary or confidential must be cleared designated. Stating the entire submission is proprietary or confidential may be rejected as non-responsive.

Materials submitted in response to this RFP shall become the property of Jefferson County and will not be returned. To the extent consistent with Chapter 42.56 RCW, the Public Records Act, Jefferson County will maintain the confidentiality of information submitted by consultants that is identified as confidential or proprietary. If a request is made to review the proprietary information submitted by the consultant, Jefferson County will notify the consultant of the request and of the date that the records will be released to the requestor unless the consultant obtains a court order enjoining that disclosure. If the consultant fails to obtain the court order enjoining the disclosure, Jefferson County will release the requested information on the date specified.

# APPENDIX A – Professional Services Agreement

## PROFESSIONAL SERVICES AGREEMENT TO DEVELOP A MASTER PLANNED RESORT MEASUREMENT EQUIVALENT RESIDENTIAL UNIT ASSESSMENT AND IMPLEMENTATION PLAN

THIS PROFESSIONAL SERVICES AGREEMENT (“this Agreement”) is entered into between the County of Jefferson, a municipal corporation (“the County”), and \_\_\_\_\_ (“the Contractor”), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Contractor is retained by the County to perform the following Project:  
\_\_\_\_\_  
\_\_\_\_\_.
2. Scope of Services. Contractor agrees to perform the services identified on Exhibit “A” attached hereto including the provision of all labor.
3. Time for Performance. This Agreement shall commence on \_\_\_\_\_ and continue through \_\_\_\_\_. Work performed consistent with this Agreement during its term, put prior to the adoption of this Agreement, is hereby ratified. The Contractor shall perform all services pursuant to this Agreement as outlined on Exhibit “A”. Time is of the essence in the performance of this Agreement.
4. Payment. The Contractor shall be paid by the County for completed work and for services rendered under this Agreement as follows:
  - a. Payment for the work provided by Contractor shall be made as provided on Exhibit “B” attached hereto, provided that the total amount of payment to Contractor shall not exceed \$ \_\_\_\_\_ without express written modification of the Agreement signed by the County.
  - b. Invoices must be submitted by the 15<sup>th</sup> of the month for the previous month’s expenses. Such invoices will be checked by the County, and upon approval thereof, payment will be made to the Contractor in the amount approved. Failure to submit timely invoices and reports pursuant to Exhibit B of the Agreement may result in a denial of reimbursement. Invoices not submitted within 60 days may be denied.
  - c. Final payment of any balance due the Contractor of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work and submittal of reports under this Agreement and its acceptance by the County.
  - d. The Contractor’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Contractor’s endeavors. Contractor shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
6. Compliance with laws. Contractor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
7. Audit. An audit will be submitted to the County upon request. Upon request, Contractor will submit the most recent financial audit within 30 days.
  - a. Upon request the County shall have the option of performing an onsite review of all records, statements, and documentation.

- b. If the County finds indications of potential non-compliance during the monitoring process, the County shall notify Contractor within ten (10) days. County and Contractor shall meet to discuss areas of contention in an attempt to resolve issues.
  - c. Audit will provide statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of 2 C.F.R. Part 200, as applicable.
8. Indemnification. Contractor shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Contractor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Contractor. Contractor shall be liable only to the extent of Contractor's proportional negligence. The Contractor specifically assumes potential liability for actions brought against the County by Contractor's employees, including all other persons engaged in the performance of any work or service required of the Contractor under this Agreement and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The Contractor recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.
9. Insurance. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.
- a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in connection with the Contractor's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.
  - b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
    - i. Broad Form Property Damage, with no employee exclusion;
    - ii. Personal Injury Liability, including extended bodily injury;
    - iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
    - iv. Premises – Operations Liability (M&C);
    - v. Independent Contractors and subcontractors;
    - vi. Blanket Contractual Liability.
  - c. The County shall be named as an "additional named insured" under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.
  - d. Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
  - e. The Contractor shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of coverage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an

endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

- f. Failure of the Contractor to take out or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.
- g. The Contractor's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.
- h. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- i. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- j. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- k. Insurance companies issuing the Contractor's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.
- l. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until the Contractor shall furnish additional security covering such judgment as may be determined by the County.
- m. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.
- n. The County may, upon the Contractor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.
- o. The Contractor's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.
- p. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- q. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- r. The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.
- s. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- t. The Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension,

reduction or material change in the policy, notice of same shall be given to the Jefferson County Public Health Contracts Manager by registered mail, return receipt requested.

- u. The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- v. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

10. Worker's Compensation (Industrial Insurance).

- a. If and only if the Contractor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Contractor, the Contractor shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Public Health, upon request.
- b. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.
- c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.
- d. The Contractor expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
- e. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Contractor.

11. Independent Contractor. The Contractor and the County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor specifically has the right to direct and control Contractor's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Contractor, or any employee of Contractor.

12. Subcontracting Requirements.

- a. The Contractor is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. The Contractor assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
- b. Every subcontractor must agree in writing to follow every term of this Agreement. The Contractor must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Public Health Director or their designee must approve any proposed subcontractors in writing.
- c. Any dispute arising between the Contractor and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Contractor's performance required by this Agreement.

13. Covenant Against Contingent Fees. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide

employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Discrimination Prohibited. The Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, material status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
15. No Assignment. The Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
16. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
17. Termination.
  - a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Contractor.
  - b. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Contractor and the County, if the County so chooses.
  - c. The County reserves the right to terminate this contract in whole or in part, with 10 days' notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.
18. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:

Jefferson County Risk Management  
P.O. Box 1220  
Port Townsend, WA 98368

Notices to Contractor shall be sent to the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Contractor ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Contractor, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.
20. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Contractor.

21. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
22. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Contractor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

**(SIGNATURES FOLLOW ON THE NEXT PAGE)**

**JEFFERSON COUNTY WASHINGTON**

Board of County Commissioners  
Jefferson County, Washington

By: \_\_\_\_\_  
Heidi Eisenhour, Chair                      Date

By: \_\_\_\_\_  
Kate Dean, Commissioner      Date

By: \_\_\_\_\_  
Greg Brotherton, Commissioner      Date

SEAL:

ATTEST:

\_\_\_\_\_  
Carolyn Galloway                      Date  
Clerk of the Board

Approved as to form only:

\_\_\_\_\_  
Philip C. Hunsucker                      Date  
Chief Civil Deputy Prosecuting Attorney

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_